

## WEBSITE TERMS OF USE

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website.

These terms of use are compliant with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Italian implementation by Legislative Decree n. 101 dated 10 August 2018.

### OWNER OF THE WEBSITE:

**Bergamo International Studies Srl** (also referred as “the Owner”)

Via Gleno 54, Bergamo

DPO's address: [dataprivacy@isbergamo.com](mailto:dataprivacy@isbergamo.com)

URL: <https://www.isbergamo.com/>

### 1. Purpose

The purpose of this Website is to offer users access to information about our educational services and to collect personal data according to the relevant purposes.

### 2. Conditions of Use

Access to the website gives you the status of User, and implies the knowledge and unconditional acceptance of all clauses and conditions of use that are included in the Website Terms of Use, Privacy Policy and Cookies Policy pages. These pages aim to inform users of the rights, uses, prohibitions, responsibilities, and other circumstances that govern when browsing the Website.

Access to this website does not imply, in any way, a business relationship with the person responsible for the website.

### 4. User Consideration

A User will be defined as the person who accesses, browses and uses the Website, the services and / or the contents housed therein.

Navigation, access and use of the Website does not require prior registration. However, there are certain services offered through it, whose access will necessarily be conditional on the registration and acceptance of the particular conditions that will govern the aforementioned service.

**Bergamo International Studies Srl** reserves the right to withdraw any User comments that violate current legislation, injure the rights or interests of third parties, or that, in his opinion, are not suitable for publication.

The Owner will not be responsible for the opinions expressed by users through the comment system, social networks or other participation tools, in accordance with the provisions of the applicable regulations.

Through this website, the Owner facilitates the access and use of various content that Bergamo International Studies Srl or his collaborators have published. To this end, you are obliged NOT to use any of the contents of the website for illegal purposes or effects; in prohibition of this Legal Notice or current legislation; if harmful to the rights and interests of third parties; or that in any way may damage, disable, overload, deteriorate or prevent the normal use of content, computer equipment or documents, files and all kinds of content stored on any computer equipment owned or contracted by the Owner, other users or any user of the Internet.

**Bergamo International Studies Srl** is not responsible for any misuse that the user may make of the website, or the availability and continuity of access to the contents of the website.

The insertion, link or mention of any advertising, directly or indirectly, in the services that the entity makes available to you on this Website is expressly prohibited.

The user will be liable for damages of any kind that the Owner may suffer as a result of non-compliance due to malpractice of the services and / or improper use of the contents as well as those derived from legislation, international standards and actions taken in the national and / or international jurisdiction.

Access to the Website by minors will be understood to be expressly authorised by their parents, guardians or their legal representatives, who are deemed responsible for the acts that minors carry out as Users of the Website in accordance with the applicable regulations.

## 5. Security measures

**Bergamo International Studies Srl** has in place all technical, organisational and security measures in relation to personal data that you may provide to protect all information from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a user's information, and guarantees the confidentiality, integrity and availability of the information contained therein.

However, you must be aware that the security measures of computer systems on the Internet are not entirely reliable and that, therefore, the Owner cannot guarantee the absolute impregnability of the Internet network and therefore the violation of data through fraudulent access to them by third parties.

## 6. Personal data

When it is necessary to provide personal data to access certain content or services, Users will guarantee its truthfulness, accuracy, authenticity and validity. The company will give said data the corresponding automated processing according to its nature or purpose, in the terms indicated in the Privacy Policy section of this website at: [https://www.isbergamo.com/wp-content/uploads/2020/10/Privacy-Notice-Bergamo-Int-Studies\\_ENG.pdf](https://www.isbergamo.com/wp-content/uploads/2020/10/Privacy-Notice-Bergamo-Int-Studies_ENG.pdf).

## 7. Intellectual and Industrial Property Rights

**Bergamo International Studies Srl** has the corresponding license to use the intellectual and industrial property exploitation rights of the Website, as well as the content available through it. In no case, will it be understood that

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allowing users to access the Website implies a waiver, transmission, license or assignment, in whole or in part, of said rights by the Owner.

It is expressly forbidden to delete, evade or manipulate any data identifying the rights of Bergamo International Studies or owners of other information incorporated into the content, as well as technical protection devices, or any information and / or identification mechanisms that are incorporated into the content.

Likewise, it is prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, make second or subsequent publications, upload files, send by mail, transmit, use, process or distribute in any way all or part of the contents included in this Website for public or commercial purposes if you do not have the express written authorisation of Bergamo International Studies Srl or, where appropriate, of the owner of the corresponding rights.

The website domain of Bergamo International Studies Srl, as well as associated domains, may not be used in connection with other content, products or services that are not owned by Bergamo International Studies Srl, when such action may cause confusion amongst end users. The Owner reserves the right to use the domain in the commercial sphere in which its owner carries out his activities and related fields. In the same way, it reserves the right to prevent the use of domains derived from them that, due to their similarity, may mislead or confuse the signs, names or business origin of the services.

## 8. Links of interest to other websites

**Bergamo International Studies Srl** may provide you with access to third-party websites through links in order to inform about the existence of other sources of information in which you can expand the data offered on the website.

These links to other websites do not suppose in any case a suggestion or recommendation for you to visit the destination web pages, which are beyond the control of the Owner. Bergamo International Studies Srl is not responsible for the content of the linked websites or the results you get by following the links.

Likewise, the Owner is not responsible for the links located on the linked websites to which it provides access.

The establishment of the link does not imply in any case the existence of relations between Bergamo International Studies Srl and the owner of the site where the link is established, nor the acceptance or approval by the Owner of its contents or services.

If you access an external website from a link found on the Website, you should read the privacy policy of the other website, which may be different from that of this website.

## 9. Cookies policy

**Bergamo International Studies Srl** reserves the right to use "Cookie" technology in the Website, in order to recognise you as a frequent user and personalise the use you make of the Website.

## 10. Limitation of liability

The information and services included or available through this website may include inaccuracies or typographical errors. Periodically, the Owner will incorporate improvements, corrections and updates at any time.

The Owner does not declare or guarantee that the services or contents will always be available or uninterrupted, that they are free of errors, that the defects will be corrected, or that the service or the server that makes it available are free of viruses or other harmful components. This is without prejudice to the fact that the Owner makes every effort to avoid this type of incident.

The Owner declines any responsibility in case of interruptions or a malfunction of the Services or content offered on the Internet, whatever their cause. Likewise, the Owner is not responsible for network outages, business losses as a result of said outages, temporary power outages or any other type of indirect damage that may be caused by actions beyond the control of the Owner

Before making decisions and / or actions based on the information included on the website, the Owner recommends checking and contrasting the information received with other sources.

## 11. Jurisdiction

Your use of this website and any dispute arising out of such use of the website is subject to the laws of Italy.

## 12. Contact

In case you have any questions about these Legal Conditions or want to make any comments about this website, you can send an email to the email address [dataprivacy@isbergamo.com](mailto:dataprivacy@isbergamo.com)

## 13. Changes to these terms and conditions

Please check these terms and conditions regularly. We can update them at any time without notice.

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