

DjApp Disclaimer and Privacy

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DjApp is a trademark owned by Mattioli Alessandro and Tranchina Maurizio and what is indicated from now on with the word DjApp refers to the direct person of Mattioli Alessandro.

1. General Rules, definitions and content of the Service

DjApp makes available to users (from now on the "User or Users") who intend to use a service (from now on the "Service or Services") web based, which allows to consult lists bearing the company name, the address, telephone number, email address of companies and / or professionals wishing to receive services; and upon user's choice to get in touch.

By using the connected services of DjApp, the user is required to comply with the conditions and terms of use set out below. Each user is required to periodically check these conditions to make sure of any changes that have taken place since the last consultation. In any case, the use of the services implies acceptance of the changes that have taken place in the meantime.

In case the variations are not accepted, the user can at any time and freely without any communication, no longer use the services, it being understood that the continuation of the use implies the acceptance of the new conditions.

2. Content, services and use by users

The contents and services of the DjApp application are intended for personal and non-professional use. All published materials (including, but not limited to, information articles, photographs, images, illustrations, audio and / or video recordings, hereinafter referred to as "content") are protected by copyright laws and are owned by the publisher or legitimately entitled to the related rights. The user is required to abide by the intellectual property right and the content accessed through the DjApp services. The services and its contents are protected by the rules on copyright in force in Italy and by international copyright laws. The user is not authorized to modify, publish, transmit, share, cede in use for any reason, reproduce (beyond the limits specified below), reprocess, distribute, execute, give access or commercially exploit in any way the contents or services (including software) of DjApp even partially.

The user does not acquire any rights in relation to the use of the software present on the application, apart from the use necessary to use the services themselves.

Therefore, the user can not grant usage rights, assign, distribute, modify, rework or derive works derived from such software.

3. Ownership of the platform

DjApp is the sole owner of the web platform through which the Service is managed, as well as all the relative rights inherent in and consequent to the exploitation of the platform itself.

4. Applicability of the conditions

These General Conditions of Service apply to both users who use the Service in consultation with the published lists and to the companies and / or professionals appearing in said lists.

5. Terms for using the Service

The use of the Service is allowed only to adult users according to Italian law (more than 18 years). Any use of the Service by underage users presupposes and implies the authorization and supervision of the parents or of those who exercise their power or protection, who will then assume all responsibility for the minor's actions against DjApp and third parties. for each title involved.

The use of the Service is free and allows free consultation of the lists, the request for information both by phone and by email.

Certain specific features of the Service may be made available for a fee, as well as specific conditions of contract relating to the same services.

The relationships between the users of the Service, including requests and exchange of information, the use of their services and the related payment take place exclusively between users without DjApp being part of the relationship. Only in special and well-highlighted cases, DjApp will free up telephone and / or email messages to users free of charge.

The user also undertakes not to make improper use of the contacts present in any way on the DjApp platform. By way of a non-exhaustive example, the sending of advertising, promotional material, or any other form of unauthorized or unsolicited solicitation by e-mail or any other method of contact is prohibited.

6. Responsibility of the user

The user is totally and exclusively responsible for the use of the Service, in case of dispute by third parties regarding any service request and / or conduct related to it, the user assumes full responsibility and undertakes to keep relieved and undamaged DjApp from any damage, loss or expense. Furthermore, the user assumes all responsibility for any damage that may result to his computer system from the use of the Service.

7. Limitation of liability

DjApp makes no guarantees as to the content, completeness and correctness of the published lists with regard to the published data, nor with regard to the information provided subsequently, nor with reference to the number or quality of the results obtained through the Service. In any case, DjApp reserves, at any time, the right to evaluate, approve, delete, the permanence and / or consultation of one or more contacts appearing in the lists, at its own discretion. It is understood that even in case of evaluation and approval of the nominees that appear in the lists, DjApp does not

give any guarantee as to the content, completeness and correctness of the same. DjApp is also unrelated to any negotiations arising from the use of the Service and therefore does not guarantee the goodness nor the outcome of the same, therefore no request for return, compensation, repair and / or compensation for any reason may be directed towards DjApp.

The Service is offered through the DjApp.help site and mobile applications that may contain banners / links to other Internet sites or applications that are not under the control of DjApp. The publication of the aforementioned banner / link does not imply approval or the endorsement by DjApp of the related sites and their contents, nor does it imply any form of guarantee on the part of the latter which therefore assumes no responsibility.

The application contains links to other Internet resources, DjApp is not responsible for the actual accessibility and availability of such external resources to its application, or its contents; therefore, the user is invited to contact the administrator or webmaster of these external sites if they encounter problems with respect to such contents.

The user recognizes, therefore, that DjApp on is responsible, purely by way of example, for the truthfulness, correctness, completeness, respect for intellectual and / or industrial property rights, nor for their eventual opposition to public order, to the good costume and / or morals.

8. Limitations in the provision of the Service

DjApp reserves the right to modify, suspend or interrupt, in whole or in part, the Service at any time without notice and without being required to indicate the reasons underlying the aforementioned actions.

If the user signs up by filling in the "Reminder" section of the application with his / her data (first name, tax code, city and telephone number), he / she will be free to use the services offered by DjApp, (telephone call and / or contact via email), otherwise it will not be possible to use this service; at his free will the user can fill in the remaining sections of the "reminder" form that will allow him to receive reminders of deadlines he has pre-filled, directly on his instrument; the data entered will not be visible to third parties.

The user undertakes not to falsify his identity and to comply with all applicable legal provisions.

DjApp can not equally be held responsible for damages resulting from the failure to provide the Service covered by this contract due to the wrong or non-functioning of electronic means of communication for reasons outside the sphere of its foreseeable control.

By way of example, but not exhaustive, the malfunctioning of servers and other electronic devices, even if they are not part of the Internet, malfunctioning of installed software, computer viruses, as well as actions by hackers or other users having access to the network.

DjApp prohibits the use by software / applications / sites / aggregators and / or third parties, not expressly and previously authorized, of any content relating to the Service. Any violation of the aforementioned prohibition can be prosecuted according to the law

9. Jurisdiction, applicable law and jurisdiction

These conditions of access have been formulated in the light of the laws in force, according to which the present General Conditions must also be interpreted.

Except as provided by laws that can not be derogated from, the Court of Bologna will have exclusive jurisdiction to settle any dispute concerning these General Conditions and the relationships governed by them.

10. Validity of these General Conditions

The present General Conditions of Service will be considered applicable, where compatible, also in case of further, different and specific agreements related to the paid services, DjApp may unilaterally make changes, even substantial, to these General Conditions at any time, giving notice on its web platform.

11. Protection of personal data

The personal data provided by the user are protected in accordance with the provisions of Legislative Decree 196/2003 "Personal Data Protection Code" and its subsequent amendments and additions. DjApp makes known the management methods with which it protects the privacy of users who consult the site in the Privacy Policy.

Any personal information sent to the site and to the application will be treated in accordance with the law on the protection of personal data. Any non-personal information communicated to DjApp to the manager (including suggestions, ideas, drawings, projects, etc.) will attribute to him the right to use, reproduce, show, execute, modify, put and distribute said non-personal information. The communication of such information will automatically entail the transfer of the same, free of charge and with the widest possible right and faculty, to DjApp.

The site and the application offer informative and interactive contents. During navigation, you can then acquire information about the user, in the following ways:

1) Browsing data: The website and the application collect technical information related to the hardware and software used by users, autonomously through the aid of tools for analyzing link files.

This information includes: IP address, browser type, Internet service provider, operating system, domain name and web site addresses from which you have logged in or out (referring / exit pages), access time, stay on a single page, internal path analysis (clickstream), video resolution, type of connection, country from which the user connects, presence of installed java plugins.

This information does not provide personal data of the user but only technical / informatic data that are collected and used in an aggregate and anonymous way for the sole purpose of improving the quality of the service and providing statistics concerning the use of the site and the application . These data are deleted immediately after processing.

2) Data provided by the user: These are the cases in which the same user to release on the site and / or application, after reading detailed information with acceptance that in case it was not activated it will not be possible to insert anything, its personal data to access certain services or to forward requests by e-mail and / or telephone. This entails the acquisition by the owner of the site and the application of the sender's address and / or other personal data that will be processed exclusively to respond to requests made or to provide the requested service. Policy of "Opt-In" and "Opt-Out": in all cases, before proceeding with the activation of a specific service, suitable information will be provided and, where necessary, the relative consent to the processing of personal data is acquired. This consent may be revoked at any time, causing the use of the service in question to lapse. The retention of collected data

takes place for the time strictly necessary to achieve the purpose for which the processing is performed, ie the activation / management of the service requested.

3) Cookies: Cookies are portions of information that can be stored on the computer while browsing a website, in order to process and identify usage data. The cookie file is usually very small and does not contribute to the saturation of the physical space of the hard disk. The cookie is transferred to the player's disk for registration purposes to "memorize" which areas of a website have been visited. This choice saves time, allowing the reader to reach the main parts of a previously visited site more quickly. Cookies can be: permanent, ie they remain on the hard disk even after the browser is closed; temporary or session, which are stored only for the duration of the navigation and are deleted from the computer with the closure of the browser, of third parties, generated by a website other than the one you are currently visiting.

The cookies used by the site owner are a combination of these three types: some are only used to open and maintain a session (temporary cookies). In this case, the closure of the session or the browser will make them unusable both by us and by third parties, while remaining physically on the PC used (permanent cookies). For the purely statistical purposes, third-party cookies are also issued for the measurement of aggregate information. In order to offer a site that meets the expectations and interests of the reader, an analysis of the data collected on cookies is constantly carried out; these data indicate only and anonymously how the site is used, ie the areas and sections that have been deemed of greater interest and usefulness for surfers. The user is given the right to set his / her browser in order to accept all cookies, only some, or reject them. We inform you, however, that the non-acceptance of cookies could make it impossible to provide the service in the case of access to some areas of the site. It should also be remembered that at the end of each browsing session the user can in any case delete both the browser cache memory and the collected cookies from his hard drive.

Processing is performed using automated tools (eg using electronic procedures and media) and / or manually (eg on paper) for the time strictly necessary to achieve the purposes for which the data were collected and, in any case, in compliance with current legislation in this area.

12. Edit profile photo and cancellation

The photograph that users will insert as a profile image can be modified by DjApp for aesthetic and graphic reasons. A user who wants to stop the service and unsubscribe from the DjApp application will have to send an email to info@dj-app.com and make the request for deletion from the database.

Information pursuant to art. 13 D.lgs. 196/2003

Dear Sir / Madam, We wish to inform you that Legislative Decree no. n. 196 of 30 June 2003 ("Code regarding the protection of personal data") provides for the protection of persons and other subjects regarding the processing of personal data. According to the law, this treatment will be based on principles of correctness, lawfulness and transparency and protection of your privacy and your rights.

Pursuant to Article 13 of Legislative Decree n.196 / 2003, therefore, we provide you with the following information:

1. The data you provide will be processed for the following purposes: free information service through direct telephone contact and email
2. The treatment will be carried out as follows: Computer

3. The provision of data is mandatory with regard to the name, surname, tax code, city and telephone number, to provide the free information request service via telephone or email, requested directly and exclusively by you. Optional for all other information contained, exclusively for its use and for the functioning of the notices on your instrument.

The treatment will also cover personal data that are part of the "sensitive" data, that is to say the personal data suitable to reveal the state of health, and health data, these data will not be communicated in any way to other subjects, nor will be disseminated, nor will it be necessary to insert them; they are exclusively for the user in the case of their own necessity

4. The holder of the treatment is: DjApp.

5. The data controller is Alessandro Mattioli (www.Dj-App.com)

6. The representative of the owner in the territory of the State is Alessandro Mattioli

7. At any time you can exercise your rights towards the data controller, in accordance with Article 7 of Legislative Decree 196/2003, which for your convenience we reproduce in full:

Legislative Decree n.196 / 2003, Art. 7 - Right of access to personal data and other rights

1. The interested party has the right to obtain confirmation of the existence or not of personal data concerning him / her, even if not yet registered, and their communication in intelligible form.

2. The interested party has the right to obtain the indication: a) of the origin of the personal data; b) of the purposes and methods of the processing; c) of the logic applied in case of treatment carried out with the aid of electronic instruments; d) of the identifying details of the holder, of the responsible and of the designated representative according to article 5, paragraph 2; e) of the subjects or categories of subjects to whom the personal data may be communicated or who can learn about them as appointed representative in the territory of the State, managers or agents.

3. The interested party has the right to obtain: a) updating, rectification or, when interested, integration of data; b) the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed; c) the attestation that the operations referred to in letters a) and b) have been brought to the attention, also as regards their content, of those to whom the data have been communicated or disseminated, except in the case where this fulfillment is it proves impossible or involves a use of means manifestly disproportionate to the protected right.

4. The data subject has the right to object, in whole or in part: a) for legitimate reasons, to the processing of personal data concerning him / her, even though they are relevant to the purpose of the collection; b) to the processing of personal data concerning him for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.

Legislative Decree n.196 / 2003, Art. 24 - Cases in which the treatment can be carried out without consent

1. Consent is not required, as well as in the cases provided for in Part II, when the treatment:

(a) it is necessary to fulfill an obligation under the law, a regulation or Community

legislation;

b) it is necessary to fulfill obligations deriving from a contract of which the interested party is part or to fulfill, before the conclusion of the contract, specific requests of the interested party;

c) it concerns data coming from public registers, lists, deeds or documents that can be known by anyone, without prejudice to the limits and modalities that the laws, regulations or community regulations establish for the disclosure and publicity of the data;

d) it concerns data related to the performance of economic activities, treated in compliance with the current regulations regarding corporate and industrial secrecy;

e) it is necessary for the protection of the life or physical safety of a third party. If the same purpose concerns the interested party and the latter can not give his / her consent for physical impossibility, for incapacity to act or for incapability to understand or want, the consent is manifested by those who legally exercise the power, or from a neighbor joint, by a family member, by a cohabitant or, in their absence, by the person in charge of the facility where the person is staying. The provision referred to in Article 82, paragraph 2 applies;

f) with exclusion of the diffusion, it is necessary for the purposes of carrying out the defensive investigations referred to in the law of December 7, 2000, n. 397, or, in any case, to assert or defend a right in court, provided that the data are processed exclusively for such purposes and for the period strictly necessary for their pursuit, in compliance with current regulations regarding corporate and industrial secrecy;

g) with the exclusion of dissemination, it is necessary, in the cases identified by the Guarantor on the basis of the principles established by law, to pursue a legitimate interest of the owner or a third recipient of the data, also with reference to the activity of banking groups and companies subsidiaries or affiliates, where fundamental rights and freedoms do not prevail, the dignity or a legitimate interest of the interested party;

h) with exclusion of external communication and dissemination, it is carried out by associations, bodies or non-profit organizations, even those not recognized, with reference to subjects who have regular contacts with them or to members, for the pursuit of specific purposes. and legitimates identified by the deed of incorporation, by the by-laws or by the collective agreement, and by means of use expressly provided for with a determination made known to the interested parties at the time of the disclosure pursuant to Article 13;

i) is required, in accordance with the respective codes of ethics in Annex A), for exclusive scientific or statistical purposes, or for exclusive historical purposes in private archives declared to be of significant historical interest pursuant to Article 6, paragraph 2, of the legislative decree of 29 October 1999, n. 490, approval of the consolidated text on cultural and environmental heritage or, according to the provisions of the same codes, in other private archives.