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TERMS OF USE

LEGAL NOTICE.

The terms and conditions set out below govern the use of the Website at www.acfflorentina.com (the "Website") owned by ACF FIORENTINA S.r.l. (hereinafter referred to as "Fiorentina" or the "Club") as well as any correspondence between Fiorentina and visitors or users of the Website (hereinafter the "User" or "Users").

By browsing and using the Website, Users fully accept these terms and conditions, along with any additional special conditions or legal notices published on relevant sections of the Website ("hereinafter, collectively, the "Terms of Use").

General Information

Pursuant to Article 7 of Legislative Decree No. 70 of April 9, 2003, and Article 2250 of the Italian Civil Code, the mandatory general information is provided below.

The Website is registered in the Periodical Press Register of the Court of Florence under No. 5667 on June 28, 2008, with Lic. No. SIAE 1263/I/1336 and is owned by ACF Fiorentina S.r.l., with its offices at Via Pian di Ripoli 5, 50012 Bagno a Ripoli (Florence, Italy), VAT No. 0524844048, - REA 532212 – with a Share Capital of EUR 7,350,000.00.

You can contact Fiorentina by one of the methods shown below:

Tel: +39.055.50.30.11

E-Mail: fiorentinapoint@acfflorentina.it

Acceptance of Terms of Use

By accessing and browsing the Website, you acknowledge that you have read and accept, without limitation or reservation, these Terms of Use along with any other notices, legal statements, disclosures, or disclaimers posted on the Website.

The obligations and warranties outlined below apply to the User both personally and on behalf of any third party affiliated with or authorized by the User to use the Website.

Utenti di età inferiore ai 18 anni

Without prejudice to the right to give consent for the processing of personal data to individuals over the age of 14 provided for in Article 2 quinquies of Legislative Decree No. 196/2003 ("Consent of a minor in relation to information society services") Users under the age of 18 must obtain consent from a parent or guardian to:

- send an e-mail to the Website or request any e-mail to be sent by the Website;
- send any information, subscribe, or register with the Website;
- enter any competition or game that requires information about the User or offers a prize;
- apply to join any Fiorentina membership scheme;
- post any information on any bulletin board or enter any chat room;
- offer or agree to buy anything online;

By continuing to use the Website and its services, Users under the age of 18 confirm that parental or guardian consent has been obtained.

Contents

All materials and information on the Website (including, without limitation, news articles, photographs, images, illustrations, audio-video recordings, hereafter collectively referred to as the “Content”) are provided by Fiorentina and, where indicated, by third parties. The information and Content on the Website are available free of charge unless otherwise specified. All information and Content on the Website is intended solely for informational purposes and, except where explicitly stated (e.g., commercial offers, discounts, promotions, e-commerce, etc.), does not constitute a contractual proposal or a public offer under Article 1336 of the Italian Civil Code for any products and/or services described, nor is it binding for any negotiation or commercial relationship.

Users are not allowed to modify, publish, transmit, share, assign for use (of any kind), reproduce (beyond the limits set forth below), reprocess, distribute, perform, give access to, or commercially exploit in any way whatsoever the Website’s Content or services (including software), even in part.

For personal use only, Users are authorized to download or copy the Content and any other downloadable materials available through the Website’s services, provided that they faithfully reproduce all copyright notices and other identifiers as displayed on the Website. Reproduction and collection of any Content for purposes other than personal use is strictly prohibited unless prior written authorization is obtained from Fiorentina or the copyright holder as indicated on the Website.

Quotations are permitted for reporting purposes, provided that the Website is acknowledged as the source.

All rights to the Content not expressly granted under these Terms of Use are reserved. Users agree to use the Website and its Content diligently, fairly, and lawfully, and specifically agree not to:

- use the Website in violation of the law, these Terms of Use, and all other guidelines posted on this Website, or in a manner contrary to standards of morality and decency;
- engage in any activity that may infringe upon the rights and interests of Fiorentina and/or third parties, including intellectual or industrial property rights, or take any action that could damage, degrade, or disrupt the normal functionality of the Website, its digital assets, documents, files, or any type of content stored within it;
- use any of the Content for commercial exploitation without Fiorentina’s prior written consent;
- establish a link to the Website from any other website, intranet or extranet site without the Club’s prior written consent (which may be withdrawn by Fiorentina at any time at its sole discretion);
- do anything that might interfere with or disrupt the Website or Fiorentina’s services;
- post any information on or send any information via the Website (whether on any bulletin board or in any chat room or otherwise) that does not comply with the Club’s acceptable use policy set forth in the “User Content” section;
- do anything that may infringe the rights of any other person.

Users who engage in fraudulent or illegal acts will be prosecuted to the fullest extent of the law.

Intellectual and Industrial Property and Fiorentina Trademark Protection

The Website and all its Content, including the software used for Website management and publication, data compilation, ordering, sequencing, and planning, are the exclusive property of Fiorentina, its licensors, assigns and/or third parties as indicated, and are protected under applicable national and international Intellectual and Industrial Property laws.

The User acknowledges that the Content and any other materials on the Website belong to Fiorentina and/or the rightful owners of those rights.

Website Content may be considered works of authorship and thus protected by copyright law.

For the purposes of this section, “Website” refers to all elements of content and technology associated with it, including, but not limited to the software enabling its operation and related codes, electronic databases, texts, photographs, press reviews, animations, audio and video files (in any format), reproductions of trademarks, logos, products and/or services trade names, technical solutions, graphics, structure and all parts already created or to be developed.

“Intellectual and Industrial Property Rights” relating to the Website refer to all rights recognized and protected by applicable national and international laws, including but not limited to, with respect to all States of the world and without any time limit, all right under patents (and patent applications), existing or future copyrights, trademarks and/or service marks (whether registered or used de facto by Fiorentina), distinctive signs, brands, trade names, company names, logos, know-how, domain names, databases and all related applications.

For clarification regarding the use of the Content on the Website and/or the Intellectual and Industrial Property Rights regime, please contact Fiorentina at the e-mail address: fiorentinapoint@acffiorentina.it.

The User undertakes to scrupulously respect the terms of use for the Content on the Website and all related Intellectual and Industrial Property Rights. The User is solely responsible for any unlawful or harmful actions attributable to them and agrees to indemnify Fiorentina to the fullest extent if any conduct in violation of national and/or international Intellectual and/or Industrial Property laws- herein fully referred to and applicable to the extent not expressly provided for - damages the rights of third parties in general.

The name “ACF Fiorentina S.r.l.” and its variants, as well as any Content may not be used as Internet addresses and/or domain names for other websites, or parts thereof, without Fiorentina’s prior written consent.

Please note that Fiorentina’s trademarks, both figurative and denominative, are exclusively registered in key jurisdictions worldwide.

By way of example only, we inform you that Fiorentina has registered in Italy and abroad, for goods and services of its own interest, the word mark “ACF Fiorentina” as well as the following figurative marks:

(hereinafter jointly referred to as the “Trademarks”)



The Trademarks are registered trademarks owned by Fiorentina and are protected under applicable national and international laws governing intellectual and/or industrial property rights.

Fiorentina is committed to safeguarding its interests and those of its fans by actively monitoring its brands, which are globally recognized as a hallmark of Italian quality and tradition.

To ensure the authenticity of its services and products, Fiorentina constantly monitors major global databases that track trademarks and domain names registrations, effectively preventing unauthorized third parties from illicitly registering its marks.

The use and registration of the names “ACF Fiorentina” and “Fiorentina” are reserved. Users are not authorized to register or use business names, company names, trade names, domains or other identifiers, which include the name Fiorentina, resemble it or any name partially incorporating the name “Fiorentina” or other registered trademarks owned by Fiorentina.

Users who engage in fraudulent or illegal acts will be prosecuted to the fullest extent of the law.

Limitations of Liability

Fiorentina, its partners, licensees, and suppliers exclude all liability for any claims by the User regarding the inability to access the Website and/or its Content for any reason.

Fiorentina, its partners, licensors, and suppliers make no warranties or representations about the suitability, reliability, availability, virus-free status (or absence of other potentially harmful components) and accuracy of the information, software, services, and related graphics on the Website or provided through its services.

While Fiorentina takes reasonable precautions to ensure the accuracy of information at the time of publication, the information, software, and services available on the Website may contain inaccuracies or errors. Fiorentina regularly updates the Website and reserves the right to change the published information at any time without prior notice.

Neither Fiorentina nor its partners, licensors, or suppliers assume responsibility for any interruptions or omissions affecting Internet, network, or hosting services, nor do they guarantee that the Website or related services, including electronic communications from Fiorentina, are free from viruses or other harmful elements.

Downloading or other interactions with the Website are undertaken at the User's own discretion and risk. The User accepts full responsibility for any damage to their computer system or loss of data resulting from downloaded content.

Fiorentina, its partner companies, licensors, and suppliers exclude all liability for any amount or kind of loss or damage that may result to the User or any third party in connection with the use of the Website (including without limitation, any direct, indirect, punitive, or consequential loss or damage, or any loss of income, profits, goodwill, data, contracts, arising from or connected in any way to business interruption).

All information available on this Website (including, but not limited to, text, images, graphics, links, and other materials) is provided on an "as is" and "as available" basis. Fiorentina, its partners, licensors, licensees, and suppliers expressly exclude any representations or warranties, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, or the like, with respect to the operation of this Website, its Content or User Content.

Information (textual or graphical) relating to the goods and/or services offered on the Website provided directly by Fiorentina's suppliers does not imply any responsibility on Fiorentina's part. Accordingly, Fiorentina excludes all liability for inaccuracies, graphical errors, or any express or implied warranties concerning the information, content, software, merchantability, and fitness for specific purposes of the data, goods, and services communicated or offered by suppliers through the Website.

Fiorentina also excludes any responsibility for information (textual or graphic), documents, or materials uploaded by Users into the Website when interacting with specific Content.

Fiorentina also excludes any responsibility for the content of any third-party website that links to the Website via hyperlink or that the User may access via a link on the Website.

Fiorentina is not liable for any loss or damage incurred by the User due to the use of linked websites. The presence of links on the Website to other websites does not imply endorsement, nor does it indicate any judgment or guarantee regarding the accuracy, timeliness, or suitability of the content on those websites.

Linking from other sites to the main page (home page) of the Website may be done only with prior written consent from Fiorentina, which can be requested at the provided email address.

Fiorentina reserves the right to deny permission for such links at its sole discretion if they could in any way damage the Club (including damage to its image and reputation).

Deep linking or techniques that obscure or disguise the authorship of content (such as framing) are strictly prohibited.

If applicable law does not allow a disclaimer, Fiorentina's liability shall in any event be limited to the maximum extent permitted by law.

Modification of Terms of Use

Fiorentina reserves the right to change these Terms of Use at any time.

The Terms of Use, as amended, will be effective upon publication. By continuing to access or use the Website after publication, the User accepts the changes. We recommend that Users regularly review the applicable terms.

Fiorentina reserves the right, at any time and without prior notice, to remove or make changes or updates to the Website and its Content. Fiorentina also reserves the right, effective immediately and at its sole discretion, to wholly or partially restrict, refuse or terminate access to the Website, or any part of it, to any User, without prior notice and for any reason.

Privacy

Personal data provided or collected through or in connection with this Website will be handled in compliance with data protection law set forth in EU Regulation 2016/679.

The Website utilizes technical cookies to ensure services are as efficient and user-friendly as possible. For further details, please refer to the Cookie Policy.

Registration

Users may be required to register to access certain areas and use certain features, services, or elements of the Website.

During registration, Users must choose a password and provide a valid, active and verifiable e-mail address. Users are solely responsible for maintaining the confidentiality of their password and for restricting access to their device(s).

Users agree to provide true, accurate, and current personal information, bearing full responsibility for its accuracy.

If a User provides third-party data during registration, they confirm compliance with all data protection requirements under current law, assuming full responsibility for any claims by third parties against Fiorentina regarding the use of such data.

Users are also responsible for all activities conducted through their account, username, or password, including any actions resulting from their own behavior, inaction, or negligence.

User Content

Any User who submits comments, suggestions, or materials from or through the Website relating to the Club, the Club's email services, the Club's players, management, staff, the Website, or any other matter ("User Content") grants Fiorentina a perpetual and royalty-free use of all intellectual property rights relating to such information and materials.

When submitting User Content to the Website, Users must ensure that their content is constructive, relevant and freed from elements that are potentially illegal or inappropriate for publication.

By way of example but not limited to, User Content must not include:

- material that is defamatory, harmful, offensive, or harassing to other persons or entities;
- pornographic, obscene, vulgar, indecent, intimidating, or otherwise objectionable content, whether culturally, ethnically, or socially;
- any content that encourages or suggests illegal activity.

In submitting User Content, the User further agrees not to:

- cause harm, in any way, to third parties, including minors;
- falsify their identity (e.g., pretend to be a representative of Fiorentina) or misrepresent their relationship with other parties;
- manipulate headers, identifiers, or indicators to disguise the origin of any content transmitted or shared on the Website;
- upload, publish, privately send, or otherwise transmit or disseminate content that he or she does not have the right to transmit or disseminate by virtue of a provision of law, contract, or because of a fiduciary relationship (e.g., confidential information, confidential information obtained through employment or protected by a non-disclosure agreement);

- upload, post, privately send or otherwise transmit or disseminate unauthorized advertising, promotional materials, “junk mail,” “spam,” pyramids schemes or any other unsolicited solicitations;
- upload, post, send, or otherwise transmit or disseminate any material that contains viruses or other codes, files, or programs intended to disrupt, damage or limit the functionality of third party’s software, hardware, or telecommunications equipment.

Statements of Liability and User Warranties

The User affirms, represents, and warrants that:

- no User Content infringes any proprietary rights of third parties including, but not limited to, copyright, trademark protection, privacy, or any other personal or property right;
- user Content is submitted by individuals over the age of 18. In the case of minors, the content must be reviewed and authorized by a parent or legal guardian.

By submitting ideas, contributions, discussions, or other User Content to the Website that are not subject to intellectual property preservation restrictions, the User acknowledges and agrees that such materials may be freely used by other user.

The User assumes full responsibility for all submitted User Content and any resulting consequences. Fiorentina neither endorses any User Content, nor any opinion, idea, recommendation, or advice contained therein, and excludes all liability in relation to such User Content.

Fiorentina reserves the exclusive right, at its sole discretion, to edit and/or remove any User Content, for any reason whatsoever, at any time, without notice or prior approval, if deemed objectionable, inappropriate or in violation of these Terms of Use.

The User agrees and warrants to indemnify and hold harmless Fiorentina, its licensors, suppliers, representatives, employees, collaborators, consortium members, as well as its business partners from any claim, including legal fees, arising from the User’s use of the Website in violation of these Terms of Use.

In any case, the User must fully cooperate with Fiorentina in defending its rights in relation to such legal matters. Fiorentina reserves the right to independently pursue legal defense at its own expense, without prejudice to its right to seek indemnification from the User.

Website Versions

The English language version of this Website is a faithful translation of the Italian language version.

General

The Terms of Use, along with other legal notices published on the Website and the relationships between Fiorentina and the Users of the Website, have been prepared in accordance with and are governed by Italian law. Any dispute arising between Fiorentina and the Users relating to the use of the Website and/or its Contents falls under the exclusive jurisdiction of the Italian courts, specifically the Court of Florence, within the limits provided for by current legislation.

Should any provision of the Terms of Use and/or other legal notices on the Website be deemed invalid or unenforceable, such provisions will be interpreted in a way that best aligns with the shared intent of Fiorentina and the Users, while remaining consistent with the other valid provisions of the Terms of Use and/or legal notices on the Website.

Fiorentina’s failure to exercise any rights and provisions set forth in the Terms of Use and/or other legal notices on the Website does not constitute a waiver of those rights unless explicitly confirmed in writing by Fiorentina.

Miscellaneous

Fiorentina is pleased to obtain information or suggestions from the public regarding the Website and/or Content. Users may contact Fiorentina at the following e-mail address: info@acffiorentina.it or write to the geographic address above.

Any suggestions or information obtained by Fiorentina in this way will be treated as non-confidential information and may be used without restriction. Users will be held liable where information provided to Fiorentina violates the rights of third parties.