



## TERMS OF SERVICE (TOS)

This Terms Of Service will be applied to all contract and service between SeFlow Snc di Marco Bramè & C., with legal site in Codogno, via Alberici 20. p. IVA 04537400964 (SeFlow) and every customer who want to buy and use SeFlow's Services (customer).

SeFlow's service purchase is under acceptance about this TOS

**IMPORTANT:** all payment are not refundable.

Below there is mission of TOS:

1. Guarantee regular and best services to our customers;
2. Guarantee safety and privacy about our network and infrastructure;
3. Guarantee respect for the Italian laws;
4. Keep our fame and reputation;
5. Guarantee right use about Internet resource and avoid illegal activities;
6. Protect Internet resource and guarantee free expression and information exchange;
7. Protect privacy and safety to all Internet's users.

## SUBJECT OF THIS DOCUMENT

Terms of Service rules services and cost that SeFlow provide to all its customers; Terms of Service will be integrated with TOS concerning to single service that customer want to buy.

## SEFLOW CHARGES

SeFlow will observe and respect all Italian and International rules and regulations, together to technical rules in order to provide best services. SeFlow will assure that all services will maintain up and running, in exception to what you can find in "Disclaimer of Seflow.

## DISCLAIMER OF SEFLOW

SeFlow will not be responsible about bad services in this ways:

- due to force majeure (fire, explosion, network failure, infrastructure collaps, epidemic, earthquake, flood, electric failure, war, embargo, government request, strike, boycott, or every other circumstance aout of SeFlow control), art. 1218 c.c.o and art.1256 c.c., . In this cases SeFlow will inform customer immediately and will be exclude for all its charges. Customer will be exented to his charges about services. If this situation will continue for more than 30 days – from notification – each part can be recede from contract without any refund;
- customer fault or abuse, like:
  - . application deterioration;
  - . bad or not compliant use;
  - . password lost or stolen;
  - . malfunction due customer's error; whole costs will be charge to customer.
- Services' suspension or terminate due to government or police decree;
- Malfunction of services due to supplier fault.



**SeFlow does not backup customer data or file; customer must adopt all necessary operations in order to save his data and files.**

#### **PENALTY CLAUSE**

**According with art. 1382 c.c., if SeFlow will be defaulting Customer will be refund with lower amount between:**

- Amount that customer pay to SeFlow for service provided
- Service list price, but limited to SeFlow responsibility.

Every other damage will not be refunded.

#### **OBBLIGATIONS AND LIABILITY OF THE CUSTOMER**

- Customer, with subscription of this TOS, declare to know and accept all clauses.
- Customer will be liable about wrong or false informations that he declare in his account.
- Passwords that SeFlow provide in order to make access to services are personal and for exclusive use to account owner; Customer is the only responsible about that password, included his employees or collaborators. Customer will inform immediately SeFlow if he lose password.
- Customer must respect Italian rules and all regulations; He must respect third parts rights and collaborate with Italian Law Enforce when it will be requested.
- Customer must make all possible efforts in order to cover damages that can results from services he buy from SeFlow.
- Customer declare that SeFlow will not be liable about damage request (from third parts) that customer reach because of services that he manage.
- Customer must inform SeFlow about personal data changement.
- Customer will be liable for all he make with using SeFlow services. If customer make any abuse with this contract account will be closed without any communication. SeFlow can make damage request to customer.
- Customer will be responsible for all damage request that SeFlow receive for third parts.

#### **TECHNICAL SUPPORT**

SeFlow provide two different portals for customer, related to service that he buy:

<https://managel.seflow.it> and <https://www.domflow.it/clientarea.php>

These two panels are the only way to receive technical assistance, if customer active that service. When customer have a service malfunction, he must read all documents and guides that SeFlow provide; if this action is not enough, customer must open a ticket in dedicated area, mentioning service for which he request for assistance and describing clearly issue.

In order to open a ticket, customer will fill right form in right panel; he must select service for which he request for assistance, priority, and make an issue's description. With this operation, customer authorize SeFlow to access to his service in order to make a debug (hardware or software); SeFlow can deny technical assistance if customer infringe rules about this contract or service contract.

When ticket was open, SeFlow will make all checks in order to understand issue customer reports; if issue is under SeFlow responsibility, SeFlow will assume operation's cost and will resolve. In all other cases, issue's



fix is under customer responsibility if he do not buy technical assistance.

SeFlow can not modify or make access to customer's data and files.

### **ACTIVATION, PAYMENT AND COSTS ABOUT SERVICES**

Services's activation will be make in 10 days at least after payment; if service will not active after 10 working days customer will be refunded and contract will be cancelled.

Costs and fees about services are available on [www.seflow.it](http://www.seflow.it) e [www.domflow.it](http://www.domflow.it) ; they are show also in order page and they do not include VAT. SeFlow can manage and change all costs and fees in every moment; every compliant about this can be make sending an email to [sales@seflow.net](mailto:sales@seflow.net)

We accept credit cards, paypal and bank transfer; customer will receive payment notification and service activation by mail. Service renew will be make until expiration date: control panel generate receipt 7 days before expiration and customer can see and pay fot it using control panel; if payment can not be arranged within expiration date, service will be suspended without any communication and it will be available for 48 hours: after this time, service will be cancelled without any chance to recover it. SeFlow can apply a fee for reactivation of suspended accounts.

Minimun contract is one month (1 year for domains); customer's personal data will be cancelled after contract endig without any chance to recover it.

SeFlow will inform customer about service expiration with generating invoices and sending e-mail reminders 7 days before expiration. If customer want to pay with bank transfer, he must inform SeFlow about execution: paypal and credit card payment will be automatically registered.

### **EFFECTIVENESS AND RESOLUTION OF THE CONTRACT**

- Contract is monthly and it will be valid until its expiration date; contract can be renewed by portals with payment of open receipts.
- In case of abuse or infringement, contract will be cancelled without any communication.

### **SUSPENSION AND INTERRUPTION OF THE SERVICE**

- In case of necessity, SeFlow can suspend services in order to make technical maintenance (ordinary or extraordinary); service can be limited, suspend or cancelled if SeFlow receive decree from Police or Government or any right violation (D. lgs. 70/2003).
- SeFlow can suspend service if customer's use involve in a real damage to security and stability of infrastructure. Customer will be informed about this.

### **PERSONAL DATA TREATMENT**

SeFlow register and manage customer's data according withl D.Lgs.196/2003 and UE regulations n. 679/2016. Customer can make access, modify and cancel his data by ask for it to SeFlow.

### **RIGHT OF WITHDRAWAL**

Customer can withdraw from this contract within 10 days from payment; he must send a PEC to [seflow@pec.it](mailto:seflow@pec.it): in this way, payment will be refunded. Customer must accept that this right can not be used if contract execution was placed before he made communication.



Customer can however ask for contract cancellation before expiration by following cancellation procedure in control portal; in this way, no refund are allowed.

Withdrawal is not valid on service renew.

#### **TOS CHANGEMENT**

SeFlow can modify T.O.S. and all service features; customer will be informed about this changement.

#### **DOMICILE**

Every notifications or communications about this contract will be valid if it will send to follow address:

SeFlow Snc di Marco Bramè & C. - via Alberici 20 – 26845 Codogno (Lo) – Italia

#### **APPLICABLE LAW AND JURISDICTION**

Our contract is under Italian law. For all disputes, competence will be in Milan, Italy.

