

Terms & Conditions for the Application AcqueraPro

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Terms and Conditions for AcqueraPro Application

Please read these terms and conditions ("Terms", "Terms and Conditions") carefully before using the AcqueraPro application ("Service") operated by ACQ Quattropuntozero Srl.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions

For the purposes of these Terms and Conditions:

- ACQ Quattropuntozero Srl is the Company that owns the Platform AcqueraPro.
- You: means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- Application: means the software program provided by the Company downloaded or browsed/accessed by You on any electronic device, named AcqueraPro.
- AcqueraPro Users' Desktop: The Desktop is the online web-based environment for the Users which will be developed to be used on web browsers. The recommended web browsers to login into the Desktop version are Google Chrome, Mozilla Firefox, or Microsoft Edge.
- Client: In these technical specifications, the term "Client" refers to Acquera Clients who have the capability to message Acquera offices through the AcqueraPro chat system
- Users: In this context, "Users" are individuals unaffiliated with Acquera yachting agency's clientele, limited to utilizing the support chat without direct communication with Acquera offices. Users are not mandated to divulge their agency-client status; rather, Acquera staff from the back office categorize them as clients or non-clients during user registration
- Company: (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to ACQ Quattropuntozero Srl, AcqueraPro, or Acquera Yachting.
- Maintenance period: means the period when the Service might be temporarily suspended for updating, bug removal, and/or related activities with subsequent restart.
- Device means any device that can access the Service such as a computer, a cellphone, or a digital tablet.
- Service refers to the Application.

- Content: Any type of layout, design, file, document, or operation inherent to AcqueraPro.

Terms of Use

- During registration, new users must input their personal data and details regarding their yacht.
- Users are strictly prohibited from sharing their username and password with third parties or their crew, management, or owners.
- The User Admin, defined as the account holder, can invite up to a maximum of 4 users within the same yacht. However, they cannot invite individuals outside their crew or organization.
- Displaying the content and operation of the platform to non-users or competitors of Acquera Yachting is strongly discouraged and constitutes a violation of the Terms & Conditions.
- Users intending to utilize the Acquera Yachting agency in ports must complete the “Acquera Yachting – Client Form 2024” document available on the platform.
- All location information entered into the platform is publicly available and non-sensitive, respecting intellectual property rights
- AcqueraPro reserves the right to edit information regarding various businesses entered into the platform. However, any edits made by AcqueraPro will not compromise the truthfulness or accuracy of the information provided.
- Users can leave comments or share information with other users within the platform.
- Photos used in AcqueraPro are sourced from licensed online photo libraries or credited as required by law.
- AcqueraPro allows users to simulate entry into ports, commercial harbors, and establishments such as yacht marinas, providing cost estimations for services like dock use and port services. However, these services and prices listed are for informational purposes only and do not represent offers from the respective ports and marinas.
- The itineraries, generated via the AcqueraPro platform, are solely for informational purposes and do not constitute offers to platform users.
- Content relating to activities, ports, and locations is provided for informational purposes only.
- ACQ Quattropuntozero SRL bears no responsibility for the routes suggested by the platform when generating itineraries, as this information relies on an external API service provided by third parties.
- Maritime fees, including berth costs, prices, and service rates, are likewise provided for informational purposes only. ACQ Quattropuntozero SRL is not obligated to offer the listed services at the stated prices.

- For any issues or questions regarding the functionality and usage of the platform, users can contact support at supportacquerapro@acquera.com.

Security

If a client loses or has their device stolen, where they have saved the credentials for accessing AcqueraPro, they must immediately inform the System Admin by sending an email to supportacquerapro@acquera.com. In this way, the System Admin will deactivate the client's AcqueraPro account to protect the client's and Acquera's data.

User Code of Conduct

By using the AcqueraPro Platform and posting or sharing content, such as reviews or comments, you agree to abide by the following terms and conditions:

1. **Respectful Conduct:** Users must engage in respectful and civil behavior towards others. Any form of harassment, hate speech, discrimination, or personal attacks is strictly prohibited.
2. **Accuracy and Truthfulness:** Users are responsible for providing accurate and truthful information in their posts. Misleading or deceptive content is not permitted.
3. **Appropriate Content:** Users shall refrain from posting content that is obscene, vulgar, sexually explicit, or otherwise inappropriate. This includes content that promotes violence, illegal activities, or self-harm.
4. **Intellectual Property Rights:** Users must respect the intellectual property rights of others. Posting copyrighted material without proper authorization or claiming ownership of content that is not their own is prohibited.
5. **Privacy:** Users must respect the privacy of others. Sharing personal information about individuals without their consent, including contact details or sensitive information, is not allowed.
6. **Compliance with Laws:** Users agree to comply with all applicable laws and regulations when posting content. This includes laws related to defamation, privacy, and intellectual property.
7. **Constructive Contribution:** Users should contribute constructively to discussions and avoid disruptive behavior such as spamming, trolling, or off-topic posting.
8. **Reporting:** Users are encouraged to report any content that violates these terms and conditions or the platform's policies. This helps maintain a safe and welcoming environment for all users.

Consequences of Violations:

- **Account Suspension or Termination:** Violations of these terms and conditions may result in account suspension or termination. The severity of the consequences will depend on the nature and frequency of the violation.

- **Content Removal:** We reserve the right, but not the obligation, to remove any content that violates these terms and conditions or our policies. This includes offensive, inappropriate, or harmful content.
- **Legal Action:** Serious violations of laws or regulations may result in legal action being taken against the offending user.

Note: While we strive to maintain a respectful and welcoming community, we cannot guarantee the behavior of all users. Users are responsible for their own actions and are encouraged to use the platform responsibly and in accordance with these terms and conditions.

Data

All data (files and documents) sent and uploaded in AcqueraPro will be processed according to current regulations in place.

Acknowledgment

These are the Terms and Conditions governing the use of AcqueraPro and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions.

These Terms and Conditions apply to all visitors, users, and others who access or use AcqueraPro. By accessing or using AcqueraPro You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access AcqueraPro. You represent that you are over the age of 18. The Company does not permit those under 18 to use AcqueraPro.

Your access to and use of AcqueraPro is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using AcqueraPro.

Links to Other Websites

AcqueraPro may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Link-Sharing

The Acquera Pro platform enables its users to share links with external individuals for communication and collaboration purposes, regardless of their Acquera Pro user status. Users acknowledge that the content shared via these links is solely the responsibility of the user initiating the sharing process. The Company does not assume accountability for shared links' accuracy, legality, or content.

Users must exercise discretion and ensure compliance with applicable laws and regulations when sharing content via links. Users accept sole responsibility for shared content and recipients by using the link-sharing feature. The Company reserves the right to remove links violating these terms or deemed inappropriate at its discretion.

Refusal of Service

The Company reserves the absolute right to refuse service to any individual, without exception, for any reason deemed necessary by Acquera Pro management. Such reasons may include non-compliance with our health and safety policies, disruptive behavior, or any other grounds deemed appropriate. The decision to refuse service rests solely with the Company and may be executed without prior notification.

We are dedicated to upholding anti-discrimination laws. We will not discriminate against individuals based on any protected status outlined in the Federal Civil Rights Act of 1964, the Americans with Disabilities Act, or any other relevant legislation.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all the foregoing shall be limited to the amount actually paid by You.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

AcqueraPro is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its behalf and on behalf of its Affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on the applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply. But in such a case the exclusions and limitations outlined in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

These Terms & Conditions are governed by and shall be construed in accordance with the laws of Italy. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concerns or disputes regarding AcqueraPro, you agree to first try to resolve the dispute informally by contacting the Company.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Acquera Pro or the Service, Users are kindly asked to contact the Company at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Company's email address specified in this document.

The Company will process the complaint without undue delay and within 5 business days of receiving it.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use AcqueraPro after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

By email: supportacquerapro@acquera.com