nubilaria

Terms and Conditions
General information on browsing this site

Access and consultation of Nubilaria’s sites are subject to the following Terms and Conditions and applicable regulations. The access and consultation of this site implies the unconditional acceptance of the Terms and Conditions set out below and the ineffectiveness and invalidity of any other agreement between you and Nubilaria.

This site is operated by:

Nubilaria S.r.l.
Viale Roma 6, 28100 Novara (NO), Italy
Phone: +39.0321.612905 – Fax: +39.0321.1851240

Terms and conditions

1. Nubilaria makes no representation or warranty, express or implied, as to the accuracy or completeness of the information provided in this web site; each information is provided "as is" for you to evaluate. Nubilaria does not accept any liability of any kind with respect to the use of the site and its content. In particular, Nubilaria will not be liable for defects of accuracy, timeliness, completeness, adequacy, timeliness of information contained on the site nor for any damage or viruses that may affect your computer equipment or other property as a result of visiting this web site, downloading of any material, data, text, images, video or audio of the site. Nubilaria reserves all the rights to terminate or suspend at any time this web site without giving rise to the assumption of any liability on your own, whether derived from actions or omissions of Nubilaria, or of any third party.

2. The information on this site may contain technical or typographical errors. Nubilaria reserves the right to make changes, corrections and improvements to such information, products and programs described by them at any time and without notice.

3. The site may include connections (ie, links) to other third party sites deemed of interest to you. With the connections (ie, link) to these sites you leave Nubilaria’s web site by free choice and without compulsion. The information may not be in line with the provisions of Italian law and in particular with those of Decree 219/2006 which regulates the advertising of medicinal products for human use and are still completely independent and beyond the control of Nubilaria which assumes no responsibility whatsoever in this regard.
4. Connections (ie, link) to this Site are permitted only to the start page (ie, home page) and do not involve any sharing of the content of the site that activates the connection (ie, link) or any assumption of responsibility in this regard by Nubilaria. Connections to any other page but the start page is not permitted, except with the written consent of Nubilaria.

5. Downloading, viewing and printing of any information from this site is permitted only on a personal use basis. Any non-personal or commercial usage of the information is not permitted without the written consent of Nubilaria.

6. It is deemed mandatory to mention Nubilaria as being the source of any material or information that was taken (ie, downloaded) or copied from this web site. Unless otherwise specified, any and all material on this web site should be considered as protected by copyright and may be used only in accordance with these Terms and Conditions or, where otherwise specified in the text of the web site, without the written consent of Nubilaria. Nubilaria takes no responsibility for any infringements of third party rights by you resulting from improper use of the material on this web site.

7. The subdivision of parts or sections of this site and/or the incorporation of its entirety within third parties' web sites unrelated to Nubilaria is prohibited.

8. You have no right of economic exploitation of the material published by Nubilaria or any other third parties on this web site, nor of any trademarks, patents, technologies, products, processes or any other intellectual property rights of third parties or Nubilaria which may be mentioned on this web site.

9. Without prejudice to the information covered by the Code for the protection of privacy on the Internet, all communications or material transmitted to the site by you through e-mail or any other means, including data, questions, comments, suggestions and the like, will be treated as non-confidential and non-protected, except where otherwise indicated. Nubilaria acquires the availability of all material submitted or posted to the site with the widest powers of Use including, without limitation, reproduction, transmission, publication and posting. Nubilaria is also free to use any ideas, concepts, know-how or techniques received via the web site for any purpose including, without limitation, the development, production and marketing of products based on such information.

10. Despite Nubilaria providing periodic verification and control of the material contained in the pages dedicated to the exchange of information, there is no obligation for Nubilaria do so and Nubilaria assumes no liability whatsoever with respect of the information contained in this section of the site. You are prohibited from posting messages that are defamatory, obscene, libelous, or otherwise contrary to any applicable provision of law.
Nubilaria shall provide all information and material in its possess as required by the authorities to assess and identify any unlawful act and/or behaviour during the provision of information to this web site.

11. Nubilaria, should this be deemed necessary, reserves the right to take any allowed corrective action without prior notice, including prohibiting you to access the web site and its services and the removal of any material posted on the web site by the visitor/user, without assumption of any responsibility in this regard.

12. You agree to indemnify Nubilaria for all and any claims, damages, liabilities, proceedings and for all and any other damages or losses arising from the improper use by the visitor/user of the discussion, exchange of views, post, transmit and the like services provided by the site. The above is referenced only as an example, for every action related to violations of copyrights, trademarks, patents, protection of intellectual and industrial property, unfair competition and defamation.

13. Nubilaria reserves the right to revise these Terms and Conditions through regular updates. As these revisions are binding for you, you are invited to consult this page periodically to be aware of these updates.

**Code for the protection of privacy on the Internet**

The present Terms and Conditions apply to all web sites of Nubilaria hosted in Italy. This document is expression of the criteria and general practices in terms of protection of privacy that characterize the mechanisms by which such data is collected, stored and used. This Privacy Code is easily accessible from the home page of this web site and through connections (ie, links) to every other page of the same, where personal data is collected. If necessary, these collection points, may be provided additional information in relation to the specific purposes for which the data will be used. This Code, together with any additional information, is intended to ensure the protection of your personal privacy.
Warranties on Privacy Policy

The term "personal data" as used in these Terms and Conditions shall mean all information that can be used to identify, directly or indirectly, any person or entity. Nubilaria will not process any personal data without previous consent, where this is permitted by law. In the treatment of your personal data, Nubilaria is committed to compliance with Legislative Decree 196/03 and subsequent amendments and in any case of existing national and international legislation applicable to the protection of privacy. As part of the above, Nubilaria ensures compliance with the most rigorous standards of safety of your personal information. The following sections explain how personal data may be collected.

Use of Personal Data

Most of the areas or web sites belonging to Nubilaria do not require any form of registration and allow access and consultation without identification process (ie, log in). Certain services and web sites may require registration and identification (ie, log in). While registering on our web sites, the user may be requested to complete certain fields (either required and/or optional) as well as to select a user name and password of preference. In such cases, the failure to provide any of the requested information may make it impossible for you to access certain areas of the web site and for Nubilaria to respond to requests. Nubilaria processes personal data collected for specific, limited purposes in relation to which information is given at the time of requesting the information. By way of example, the collection and use of personal data, may be aimed at the provision of products or services, at the invoicing, where expressly provided, of any purchased product or service, at the sale of products or services deemed of interest to visitors / users of the site or to communicate with the visitor / user for other purposes. The information sent to our customer service is used exclusively to solve the problem of the user / client, and are kept confidential. Nubilaria keeps your data only for as long as reasonably necessary for the above stated purposes and in accordance with any applicable legal and / or ethical record keeping.
Confidentiality of information

Any disclosure to third parties or disclosure of your personal information cannot be made without your prior consent. Nubilaria does not disseminate or otherwise communicate to third parties outside the group Nubilaria your personal data. However, such data may occasionally be transferred to third parties acting on behalf of Nubilaria or in connection with the business activities of the same, in order to perform further treatment in accordance with the purposes for which the data were originally collected.

Where the communication of personal data to third parties is likely or necessary for whatever reason, Nubilaria will ensure that this communication and the intended use of the data are clearly in the interests of proper expression of consent. Such third parties which may operate different Privacy codes of conduct. In any case, Nubilaria ensures that such third parties provide the same level of protection of Nubilaria, and, where appropriate, we will contractually require them to process any data transferred to them only for the purposes expressly authorized by Nubilaria. None of your "sensitive" information will be communicated to third parties within the meaning set to this word on paragraph 4 of Legislative Decree 196/03 (for example, information on the state of health) without your prior written consent. Such consent, expressed in accordance with the provisions of this paragraph, can always be revoked. As a consequence, Nubilaria may no longer be able to meet the forwarded requests. Nubilaria, where practicable, will inform third parties to which your data has been transferred of the consent withdrawal.

Transfer of data abroad

Nubilaria is a company which has databases in different countries and jurisdictions. Your data may be transferred to one of these databases outside your country of residence, even outside the European Union. If the level of privacy protection in a country outside the EU is not at least conform to internationally recognized standards (Italian standards apply, in the case of "sensitive" data), Nubilaria ensures that the transfer of data in such country will be adequately protected and that shall not proceed to the transfer of data to third parties in that country except with your prior consent to the transfer.
Security and confidentiality

To ensure the security and confidentiality of personal data collected online by Nubilaria, Nubilaria will adopt systems adequate to protect the data, including firewall and password, in accordance with the provisions of Presidential Decree July 28, 1999, n. 318 and Legislative Decree 196/03 and any other applicable law. Access to personal data is allowed only to selected and authorized employees that have a real need to use the data and who have been trained to handle such data in an appropriate manner, while respecting the principles of security and confidentiality. In case of violations of the Code of Conduct Privacy Policy by its employees, Nubilaria shall evaluate any disciplinary action. Compliance of the company’s staff with codes and procedures is periodically monitored and tested. While we cannot completely exclude the possibility of losses, fraudulent use or alteration of data, Nubilaria intends to prevent any such adverse events.

Right of access

The subjects covered by the data collection may exercise all the rights recognized by Article 7 and following of Legislative Decree 196/03 (including, but not limited to right to access, update and delete data). Nubilaria intends to permit that personal data is up to date, accurate and complete. If you wish to have access to or act on your personal data held by Nubilaria, you can write a letter to the relevant address among those listed in paragraph "Ownership of personal data" or send an email to this site. Your request will be promptly reviewed. No charge will be made to meet requests for assistance, except in the case of non-legally justified actions. Requests for deletion of personal data will be subject to any applicable legal, ethical or documentational levy pending on Nubilaria.

Anonymous Data and "Cookies"

Most of the information we collect through the web site Nubilaria are anonymous, like the information about the pages you visit and searches you perform. When you visit the web site, Nubilaria does not collect any personal data from which is not been authorized by you.
Anonymous information is processed by Nubilaria in order to improve the content of the site and to compile aggregated statistics about individuals who visit our site, what for internal purposes and for market research. As part of this activity, Nubilaria may install "cookies" that collect the first level domain name of the user (for example 'provider.it' by a kind e-mail address: firstname.lastname@provider.it), the date and time of access. A "cookie" is information sent to your browser and stored on the hard drive of your computer. "Cookies" do not have any harmful effect on your computer. You can change the setting of your browser to notify you when you receive a "cookie", this will enable you to decide whether to accept it or not.

**Spamming**

Nubilaria does not practice "spamming". It is defined as "spamming" the sending of unsolicited e-mails, usually of a commercial nature, in large numbers and repeatedly to individuals with whom the sender of the message has had no previous contact or who have expressed their desire not to receive such communications. On the other hand, if Nubilaria believes that certain product, services or information in the field of health can be of your interest, reserves the right to inform you by e-mail while recognising your right to refuse such information.

**Use of the site by minors of age**

Nubilaria sites are intended for use and reference by persons of legal age. Will not be taken into account any requests from subjects under legal age.

**Ownership of personal data**

"Owner" of the personal data collected under this website is now Nubilaria in Italy, identified in relation to the purpose of the collection:

Nubilaria S.r.l. with head office in Viale Roma 6, 28100 Novara (NO), Italy
Nubilaria has appointed the "Officers" and "Officers" for the processing of personal data within the various departments. The names will be announced as appropriate, in relation to the needs of the specific case.

**Links to other sites**

This Code of Protection of Privacy applies only to the websites of Nubilaria in Italy with the exclusion of third party websites. Nubilaria reserves the right to provide connections (ie, links) to other websites which we believe may be of interest to the visitors of our web site. Nubilaria to ensure that such websites are of the highest standards of quality. Nevertheless, given the nature of the World Wide Web, Nubilaria cannot guarantee the standards of every website to which the link provides or be responsible for the contents of sites other than those of group Nubilaria. Nubilaria intends to continually improve the tools at your disposal to manipulate the data that are provided. We invite you to visit this page periodically to check for these improvements.

**Nubilaria S.r.l.**

Registration address: Viale Roma 6, 28100 Novara (NO), Italy

Phone: +39.0321.612905 – Fax: +39.0321.1851240

Company Registration Number: REA NO205974

VAT Number: 01943340032