

Policies, Terms & Conditions

INCOMEDIA complies to the following policies, terms and conditions. Please contact us if you have any questions about these policies or usage of your personal information.

Privacy Policy

At INCOMEDIA we respect your right to privacy and we understand that, as a visitor to any INCOMEDIA website, you may choose to control your own personal information and preferences. For this reason, we may ask you to register or to provide personal information and preferences when you visit certain areas of our websites, download free software, request information, or subscribe to our mailing lists.

INCOMEDIA collects user information when you purchase our products, register our products or join a mailing list. We use this information to periodically notify our users about new products, upgrades, discount offers etc. The information we collect will not be used for any other purpose, unless we are required to do so by law or for the purpose of investigation of credit card fraud or the purpose of investigation of illegal distribution of our software.

INCOMEDIA will never on-sell any of the above mentioned information to another party for any reason.

User Data

The processing of personal data is performed in Italy or abroad by natural persons, bodies, associations or organizations which provide specific services or carry out related activities for INCOMEDIA. The data will be sent in Italy or abroad to suppliers, consultants and natural or legal entities that cooperate in INCOMEDIA's business, within the legal limits imposed by the current legislation.

Users have the right not to allow the processing of personal data. However this would affect the management of undergoing relations.

A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form. A data subject shall have the right to be informed of the sources of the personal data, of the purposes and methods of the processing, of the logic applied to the processing. A data subject shall have the right to obtain erasure, anonymization or blocking of data and shall have the right to object, on legitimate grounds, to the processing of personal data.

INCOMEDIA reserves the right to update and change the Policies, Terms & Conditions from time to time without notice. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Policies, Terms & Conditions at any time at: <http://www.incomedia.eu/terms/policy.pdf>.

Modifications to the Service and Prices

INCOMEDIA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to INCOMEDIA (www.incomedia.eu) or the Service itself.

INCOMEDIA shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

E-mail Notifications Policy

Some services at INCOMEDIA may require you to enroll in an e-mail campaign corresponding to the Service in which you signed up, such as trials and software purchases. All automatic enrollment campaigns and newsletter services are Opt-out, so you need to confirm your e-mail address twice.

Some anti-spam content filters, especially at more sensitive settings, can prevent our e-mails being delivered to your mailbox. Such filters may be on your PC and/or server at your organization or ISP.

We recommend you whitelist (in your anti-spam software) the e-mail address domains “@incomedia.eu”, “@websitex5.com” so e-mail originating from that address is always delivered without its content being checked.

To unsubscribe from INCOMEDIA mailing list is possible at any time at:
www.incomedia.eu/newsletter/remove.php

Online Transaction Information

INCOMEDIA doesn't collect any information regarding purchases with payment gateways and resellers. All the payments are managed third party companies as PayPal™ or Digital River™. Please refer to these Companies for further information about their Privacy Policy.

Refund and Exchange Policy

INCOMEDIA products are digital files (software), hence there are no means to physically "return" the product for a refund or exchange. Therefore we do not grant refunds. However, we will replace a damaged file with the same file, if such a request is made.

Please evaluate all products carefully prior to purchase as refunds will be given at the discretion of the Company Management. Please contact our Purchasing Support Staff with as much detail as possible to enable us to fully evaluate your claim.

WebSite X5 Templates – End User Terms of Use

Please read carefully the following terms and conditions. Purchase or use of Templates implies that the following terms and conditions have been read and accepted.

License

INCOMEDIA grants you a nonexclusive limited license to use in accordance with these Terms and Conditions (the "license") issued by INCOMEDIA.

Limited Usage Granted

Users may only use each individual Template on a single website, belonging to either them or their respective client. Clients need to purchase a new Template each time in conjunction with a new project with the same design.

Modifications

Users are authorized to make any necessary modification(s) to the Template(s), after purchase, to fit their purposes. Templates must be used only for the creation of a website by the software WebSite X5.

Unauthorized Use

Users may not place modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from INCOMEDIA.

Assignability

Users may not sub-license, assign, or transfer this license to anyone else without prior written consent from INCOMEDIA.

Ownership

Users may not claim intellectual or exclusive ownership of modified or unmodified. All products are property of INCOMEDIA or the related Author who submitted the Template.

WebSite X5 Templates – Author Submission

Please read carefully the following terms and conditions. Submission of Templates implies that the following terms and conditions have been read and accepted.

1. The Template's Author ("Author") as worldwide exclusive holder of the WebSite X5 Template ("Template") here attached hereby grants INCOMEDIA a worldwide, non-exclusive, royalty-free, sublicenseable and transferable right (but not the obligation) to use, allow to use, exploit and edit the template (in whole or in part) in their sole discretion and in any format or medium now known or later developed (for example TV, radio, internet, download, etc. on line and off line).
This license exists from the submission of the file(s) and is free and irrevocable.
2. The Author declares that:
 - did not assign rights that conflict with the above mentioned INCOMEDIA's rights to a third party;
 - has full legitimacy and all the required disclaimers signed by all claimants to grant the INCOMEDIA such rights;
 - paid expenses of any kind and gave compensation to people who appear in the Template or have participated in its creation;
 - the Template does not contain direct/indirect and/or subliminal advertising or anything that violates any laws, regulations or rights of any third party.
3. The Author agrees to indemnify and hold the INCOMEDIA and its partners harmless from any claim or demand made by any third party due to or arising out of the uses of the Template.
4. The Author is aware that the Template and/or all the things that could be done with the whole Template or part of it, will be used for advertising purposes and recognizes the right of the Company and its partner companies to exploit it for advertising or promotional purposes, for example spots, demonstrations, competitions, prizes, games, newsletters and publication on different Internet sites.
5. The Author is aware of the fact that personal data will be processed, stored and used, with or without the aid of electronic tools and any possible software, for administrative, legal, fiscal and statistical purposes according to INCOMEDIA Privacy Policy.

Technical Support

Technical support is not provided through e-mail but through web applications (“Help Center”). User can connect at any time at:

- WebSite X5 -> www.websitex5.com/help
- SWiSH (Italy only) -> www.swishzone.it/help
- Other products -> www.incomedia.eu/help

Contact & Information

If you have any further questions regarding our usage of your personal information, please contact us.

Incomedia s.r.l.

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Privacy Policy – ITALY ONLY

INFORMATIVA EX ART. 13 DECRETO LEGISLATIVO N.196/03

Incomedia s.r.l. (di seguito INCOMEDIA), con sede legale in Ivrea (Torino), Via Burolo 22, in qualità di titolare del trattamento, informa che i dati personali da Voi forniti o comunque raccolti per le finalità connesse all'esecuzione dell'Ordine, saranno trattati, anche con l'ausilio di mezzi elettronici e/o automatizzati, nel rispetto del Decreto Legislativo n. 196/03, "Codice in materia di protezione dei dati personali " (di seguito anche "Codice"), secondo principi di liceità e correttezza ed in modo da tutelare la riservatezza e i diritti a Voi riconosciuti.

Tali dati saranno utilizzati per le finalità di seguito indicate:

- a) adempimenti derivanti da obblighi normativi ivi inclusi quelli contabili e fiscali;
- b) adempimenti derivanti dall'assunzione nei Vostri confronti di obblighi contrattuali;
- c) archiviazione storica dei dati.

I Vostri dati potranno essere comunicati, per le finalità indicate, tra l'altro, a:

1. chiunque sia legittimo destinatario di comunicazioni previste da norme di legge o regolamentari;
2. società di gestione di servizi amministrativi.

Il conferimento dei dati necessari all'adempimento di obblighi normativi è obbligatorio: il Vostro eventuale rifiuto di rispondere può comportare l'impossibilità di dar corso o proseguire i rapporti contrattuali intercorrenti tra le parti.

INCOMEDIA garantisce che la sicurezza e la riservatezza dei dati saranno tutelate da adeguate misure di protezione, in base a quanto disposto dal Decreto Legislativo n. 196/03, al fine di ridurre i rischi di distruzione o perdita, anche accidentale, dei dati, di accesso non autorizzato, o di trattamento non consentito o non conforme alle finalità della raccolta.

INCOMEDIA garantisce l'esercizio dei diritti previsti dall'art. 7 del citato Codice, che riconosce alcuni diritti significativi, quale quello di ottenere, a cura del titolare, senza ritardo:

- la conferma dell'esistenza o meno di dati personali che Vi riguardano, nonché della logica e della finalità su cui si basa il trattamento;
- la cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge;
- l'aggiornamento, la rettifica ovvero, qualora ci sia interesse, l'integrazione dei dati;
- l'attestazione che le operazioni su indicate sono state portate a conoscenza di coloro ai quali i dati sono stati comunicati o diffusi, salvo il caso in cui tale adempimento si riveli impossibile o comporti un impiego di mezzi manifestamente sproporzionato rispetto al diritto tutelato.

Ai sensi dell'art.7, è inoltre garantito il diritto di:

- opporsi, in tutto o in parte, per motivi legittimi, al trattamento dei dati personali che Vi riguardano;
- opporsi, in tutto o in parte, al trattamento di dati personali che Vi riguardano, previsto ai fini di informazione commerciale o di invio di materiale pubblicitario di vendita diretta ovvero per il compimento di ricerche di mercato o di comunicazione commerciale interattiva e di essere informato dal titolare, non oltre il momento in cui i dati sono comunicati o diffusi, della possibilità di esercitare gratuitamente tale diritto.

Le informazioni richieste potranno essere utilizzate per informarvi dei nostri prodotti/servizi, e per altre iniziative esclusivamente promozionali, secondo modalità strettamente necessarie a questi scopi. E' possibile rivolgersi a INCOMEDIA per prenderne visione, opporsi all'utilizzo, chiederne l'aggiornamento o la rettifica.

Titolare del trattamento è INCOMEDIA. Responsabile del trattamento è INCOMEDIA.

Qualsiasi informazione o istanza potrà essere rivolta direttamente a:

Incomedia s.r.l., Ref. Privacy

Via Burolo 22, 10015 Ivrea (To)

Formula di consenso

Acquisite le informazioni che precedono, rese ai sensi dell'art. 13 del D.Lgs. 196/2003, consento al trattamento dei miei dati come sopra descritto.