#### **IGLOOCY SRL**

C.da Ponte Valentino Zona ASI 82100 Benevento – P.IVA 01837400629 www.igloocy.cloud



## **LEGAL GUARANTEE**

Pursuant to Lgs. D. 206/2005 ("Consumers' code") all the products ("Products") sold via remote retailing by Igloocy srl, or online, through the website: atomapp.cloud ("Website"), are covered by a warranty of:

- 24 (twenty-four) months from the moment of the supply or the delivery of the Product if you are a Consumer, as defined below ("Legal Guarantee");
- 12 (twelve) months from the moment of the supply or of the delivery of the Product if you are not a Consumer, as defined below. In such case, the guarantee may be enforced only if the fault is reported within 8 days from the discovery of it.

## Remedies in case of Legal Guarantee

On the basis of the Legal Guarantee, Igloocy srl is responsible toward the consumer (that is, the natural person who acts for purposes that are unrelated to the entrepreneurial, commercial, craft or professional activity possibly conducted, from now on referred to as "Consumer") for any Conformity Faults, as defined below, of the Products purchased by the latter.

## A Conformity Faults subsists when:

- a) the Product is not in conformity with the sales agreement;
- b) the Product does not satisfy the conditions as pursuant to art. 129, par. 3, and 135, par 5, of the Consumers Code;
- c) An erroneous installation or integration of the Product was conducted, where integration and installation are provided by the agreement;
- d) There is a missing or incomplete update of the Product, if provided by the agreement.

The action of the Consumer, in order to enforce a Conformity Fault that has not been maliciously hidden by Igloocy srl, carries a statute of limitation of 26 (twenty-six) months from the moment of the supply or of the delivery of the Product.

Unless proved otherwise, it is assumed that the Conformity Faults which show within 12 (twelve) months from the delivery or the supply of the Product, already existed on that date.

In case of Conformity Fault, the Consumer is entitled to the restoration of the conformity of the Product through substitution or through remedial action. The Consumer is also entitled, at their own discretion, to ask Igloocy to restore the Product or substitute it, without any expense in either case, unless the required remedy is impossible or overly onerous compared to the other one, considering all the circumstances of the case. Remedial actions or substitutions must be conducted within an appropriate time limit from the moment Igloocy was informed by the Consumer of the Conformity Fault.

Unless the Product consists of content or a digital service, as defined in the Consumers Code, the Consumer will be obliged to provide the Product to Igloocy. Once the Consumer will have provided the above mentioned Product to be fixed or substituted to Igloocy, the company will proceed to collect the Product at their own

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expenses and to redeliver it to the Consumer after such activities will have been conducted.

Igloocy srl will send the Product to the technical service center, authorized by the manufacturer of the related Product, for any possible remedial actions.

In case of enforcement of the Legal Guarantee for purchases made through the website, the Product can be returned according to the modalities of the subsequent section "Modalities of enforcement of the Legal Guarantee for online purchases".

If, within a proper time limit from the moment Igloocy srl has been informed by the Consumer of the Conformity Fault, Igloocy is not able to substitute or redeliver the fixed Product, or should it not be possible to accomplish such remedies as pursuant to the Consumers Code, the Consumer will be able to terminate the sales agreement (by sending a proper written communication to Igloocy srl at the following e-mail addresses: support@atomapp.cloud PEC(certified e-mail) igloocy@legalmail.it or to require a reduction on the price of the purchased Product.

In case of acknowledgment of the Conformity Fault, the Consumer will take advantage of the restoration to conformity of the Product at no expense.

Should the technical assistance center not find any Conformity Fault, Igloocy srl will communicate the repair cost quotation issued by the Technical Assistance Center and the Consumer will be able to decide whether to have the Product repaired or not, at their own expenses. In such case, the Consumer will also have to pay for any possible transport and diagnostics cots required by the technical assistance center.

We want to remind you that, before returning a product containing memory devices, you should take care of transferring all the data contained in it on an alternative device, or of deleting them.

In any case, following the redelivery of the goods, Igloocy srl will proceed to restore them to their original condition, this way erasing or making unintelligible any possible data that might still be stored on them. In no case shall Igloocy srl be held liable for any damage, whether direct or indirect, related to the loss or deletion of any data stored in the product returned or to the wrongful access to the same data of any third parties.

### Exclusions of the legal guarantee

With reference to the Products, Igloocy srl shall not guarantee any requirements of quality, description, type, quantity, functionality, compatibility, interoperability, suitability for use, supply with accessories, instructions (even regarding installation and customer assistance), upgrades not specifically indicated in the sales agreement and/or in the order, and/or on the Website, and/or in the documentation related to the Products provided by the manufacturers.

With reference to the Products, the Consumer shall guarantee that the same: i) are suitable for the purposes for which they intend to purchase them; ii) are of the quantity and show the quality and performance characteristics, even in reference to the durability, functionality, compatibility, accessibility, continuity and safety that are normally found in products of the same kind; ; iii) that they do not expect to receive, from

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Igloocy srl, any further accessories (including, by way of example but not limited to, the packaging) and/or instruction (including, by way of example but not limited to, those related to the installation) other than those that are normally provided as pursuant to the sales agreement; iv) should they not consider the Products compliant with the trial version, or with a sample or model provided by Igloocy srl before the signing of the sales contract, the Consumer will have to promptly let Igloocy know by sending an email to the following addresses: :support@atomapp.cloud PEC (certified e-mail) <a href="mailto:igloocy@legalmail.it">igloocy@legalmail.it</a>

# Timing and methods of implementation and enforcement of the Legal Guarantee for online purchases.

In order to enforce your right to the Legal Guarantee, you may report the fault of the purchase product by following the following 4 steps (you will find the details of any step in the continuance of the page):

- STEP 1 Communicate to us the fault of the purchased product
- STEP 2 Receive, from Igloocy srl Return Authorization Number (NAR) which will identify your request for warranty.
- STEP 3 Pack the product with the instructions and all the accessories.
- STEP 4 The courier will contact you regarding the collection of the product per to then take it to the technical center authorized by the manufacturer themselves (CAT). Alternatively, you can mail it via courier to the following address:

IGLOOCY SRL c.da Ponte Valentino Zona Asi – 82100 Benevento – Italia

The cost of the shipment will be reimbursed prior to providing the courier's receipt

# How can I let you know about the faults of the product? (STEP 1)

There are many ways you can do it:

- The quickest way is directly through the website atomapp.cloud. Click on the Contact us link and follow the instructions.
- By using the form provided, which can be printed, filled in and sent via registered post with advice of receipt to the following address/number:
  - IGLOOCY SRL c.da Ponte Valentino Zona ASI 82100 Benevento Italia
- By using the form provided, to be printed, filled in, scanned and sent to our email addresses:
   support@atomapp.cloud PEC (certified mail) <u>igloocy@legalmail.it</u>

# What if the courier contacts me for the collection but does not find me? (STEP 4)

In this case, the courier will try to contact you in the days following their first attempt (the impossibility to contact you might delay the collection of the product. Please check your profile to make sure that the telephone number is correct).