

Terms of Use — Fóndaco

Last updated: 30/11/2025

These Terms of Use (“Terms”) govern access to and use of the website available at **fondaconyc.com** (the “Website”).

The Website is operated by **Federica Farina Olivieri**, owner of the registered trademark “Fóndaco” (“Fóndaco”, “we”, “us”, “our”).

By accessing, browsing, or otherwise using the Website, users (“you”, “your”) acknowledge that they have read, understood, and agreed to be legally bound by these Terms.

If you do not agree to these Terms, you are not authorized to use the Website.

1. Operator and Legal Ownership

The Website is exclusively operated by:

Federica Farina Olivieri

Owner of the trademark “Fóndaco”

Email: info@fondaconyc.com

No incorporated legal entity exists at this stage.

Should a legal entity be established in the future, these Terms will be amended accordingly without prejudice to rights and obligations accrued to date.

2. Purpose and Scope

The Website is intended to provide information regarding the Fóndaco initiative, including but not limited to editorial content, brand collaborations, cultural activities, event announcements, and general updates connected to the project’s activities.

Access to the Website is provided strictly for personal, lawful, and non-commercial use unless expressly authorized in writing.

3. Intellectual Property Rights

All materials featured or displayed on the Website, including but not limited to text, photographs, images, graphics, designs, logos, trademarks, audio-visual content, layout, and structure (collectively, the “Content”) are protected by intellectual property laws and are the exclusive property of Fónđaco or its third-party licensors.

Users may not, without prior written authorization:

- Reproduce, copy, distribute, transmit, display, publish, or adapt the Content;
- Modify or create derivative works based on the Content;
- Use the trademarks “Fónđaco” or any associated branding;
- Extract or scrape data, images, or text for commercial purposes;
- Use automated tools (bots, crawlers) to access or retrieve Content.

Any unauthorized use constitutes an infringement of intellectual property rights and may result in legal action.

4. User Responsibilities

Users agree to refrain from:

- Accessing or attempting to access restricted areas of the Website;
- Interfering with the normal functioning, security, or integrity of the Website;
- Uploading or transmitting any material that contains viruses, malware, or harmful components;
- Misrepresenting identity or providing inaccurate information;
- Using the Website in any manner contrary to applicable law or these Terms.

Fónđaco reserves the right to deny or restrict access to any user engaging in prohibited conduct.

5. Accuracy and Availability of Information

While reasonable efforts are made to ensure that the information published on the Website is accurate and up to date, no warranty is given—express or implied—regarding:

- Completeness or accuracy of the information;
- Reliability of any statement or opinion available on the Website;
- Continuity, availability, or error-free functioning of the Website.

All information may be modified, updated, suspended, or removed at any time without prior notice.

6. Third-Party Websites and Embedded Content

The Website may include external links or embedded content (e.g., Instagram, TikTok, YouTube).

These third-party services operate independently and are not under our control.

Fóndaco disclaims all responsibility for:

- Content, policies, or practices of third-party sites;
- Any damages or losses arising from their access or use.

Users are responsible for reviewing the terms and policies applicable to such third-party services.

7. Events, Collaborations, and External Activities

Information regarding events, pop-ups, partnerships, or collaborative initiatives is provided for general informational purposes only and does not constitute a binding offer, commitment, or guarantee.

Fóndaco reserves the right, without limitation, to:

- Modify or cancel any event or activity;
 - Restrict or refuse participation;
 - Alter details, schedules, or availability without prior notice.
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8. Disclaimer of Warranties

To the fullest extent permitted by law, the Website and all Content are provided “as is” and “as available”, without warranties of any kind, whether express or implied.

We expressly disclaim any liability arising from:

- Interruptions or failures of the Website;

- Technical errors, security breaches, or unauthorized access;
 - Loss, corruption, or alteration of data;
 - Reliance on any information provided on the Website;
 - Use or misuse of third-party links or embedded content.
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9. Limitation of Liability

To the maximum extent permitted by applicable law, Fónadaco and its operator shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to:

- Use or inability to use the Website;
- Errors or omissions in the Content;
- Actions or inactions of third parties;
- Events or activities promoted on the Website;
- Unauthorized access to or alteration of user data.

This limitation applies whether the claim is based on contract, tort, negligence, strict liability, or any other legal theory.

10. User Submissions

Where the Website allows users to submit information (e.g., forms, messages, event RSVPs), users warrant that:

- They have the legal right to submit such information;
- The information is accurate and does not infringe third-party rights;
- The content is not unlawful, defamatory, obscene, or harmful.

By submitting information, users grant Fónadaco a non-exclusive, royalty-free, worldwide licence to use such information solely for the purposes for which it was provided.

11. Data Protection

Processing of personal data is governed by the **Privacy Policy** available on this Website. By using the Website, users acknowledge and accept the terms of the Privacy Policy.

12. Suspension and Termination

We reserve the right to suspend, restrict, or terminate access to the Website, at our sole discretion and without prior notice, in the event of:

- Breach of these Terms;
- Suspicion of fraudulent or unlawful activity;
- Conduct deemed harmful to Fóndoco's interests, reputation, or security.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the jurisdiction in which the operator (the individual owner) resides, without reference to conflict-of-law rules.

Any dispute arising out of or relating to the use of the Website shall be submitted to the exclusive jurisdiction of the competent courts of that jurisdiction.

14. Amendments

We reserve the right to revise or update these Terms at any time.

Any amendments will become effective upon publication on this page, as indicated by the updated "Last Updated" date.

Continued use of the Website constitutes acceptance of the amended Terms.

15. Contact Information

All inquiries regarding these Terms should be directed to:

Federica Farina Olivieri

Email: info@fondaconyc.com

Website: fondaconyc.com