

General Terms and Conditions of Service

In order to access the www.ANSA.it portal
October 2021 version

Table of contents:

Versione italiana

- 1 - [Terms and Conditions of Service - Application Scope](#)
- 2 - [Use of Service - Prerequisites](#)
- 3 - [Service Features](#)
- 4 - [Users registered on the Portal before October 26th](#)
- 5 - [Subscription Purchase and management](#)
- 6 - [Promotions](#)
- 7 - [Subscription duration, automatic renewal, and cancellatio](#)
- 8 - [Right of withdrawal](#)
- 9 - [Changes to Service](#)
- 10 - [ANSA Proprietary rights and use of Service](#)
- 11 - [User responsibility and obligations in the use of Service](#)
- 12 - [ANSA responsibilitiesA](#)
- 13 - [Personal data](#)
- 14 - [Contacts](#)
- 15 - [Complaints, applicable law, and jurisdiction](#)

1 - Terms and Conditions of Service – Application Scope

1.1 - These General Terms and Conditions of Service (henceforth also "**General Conditions**") govern access to the ANSA.it portal (henceforth also the "**Portal**" or "**Site**"), offered to users by the ANSA Agency (henceforth also "**ANSA**" or "**Agency**") - Agenzia Nazionale Stampa Associata Società Cooperativa, with registered office in Via della Dataria 94, 00187 Rome, listed in the Press Register at the Court of Rome, no. 212/1948, VAT IT00876481003 - by means of various types of subscriptions (henceforth "**Services**") for the purpose of personal information.

1.2 - Services offered by ANSA are described at <https://www.ansa.it/sito/static/abbonamenti/subscriptions.html> (henceforth also "**Offer Page**").

1.3 - In addition to these General Conditions, other Special Conditions of Service accepted by the User for the use of specific services or content may be applied. In said case, should a conflict arise between the General Conditions and the Special Conditions, the latter will prevail over the former.

1.4 - ANSA reserves the right to update and/or modify these General Conditions and/or any applicable Special Conditions, notifying users and requesting their acceptance wherever necessary.

2 - Use of Service - Prerequisites

2.1 - In order to use the Services, users must be independently equipped with: 1) their own equipment suitable for accessing the Internet (PC, tablet, smartphones, smart TV, etc.), 2) suitable electrical and telematic connections (including data traffic), the costs of which are borne entirely by the user on the basis of the tariffs applied by their suppliers, 3) the possibility of carrying out any software or system updates needed for certain Services independently.

2.2 - Only adults may register to the Portal and subscribe to the Services. It is always recommended that navigation on the Site by minors be supervised by whoever is exercising parental responsibility.

3 - Service Features

3.1 - Subscription to Services available to users are briefly described on the Offer Page following the commercial proposals of the Agency, which may undergo variations or changes over time, also according to the publication's directives and editorial line.

3.2 - At present, ANSA Portal's homepage and the home pages of the Site's channels and single sections, for both web and mobile versions, can be accessed freely by all users, even those not registered on the Portal. Consultation of individual ANSA articles is free, but there is a limit of 30 articles consulted over 30 consecutive days, after which users may continue to access site content only after registering with the Portal and subscribing to one of the Agency's paid subscriptions (by filling in the registration and subscription forms). A pop-up will inform users that they have reached their monthly limit of free articles readable on ANSA.it, inviting them to register and subscribe.

3.3 - In order to register on the Portal users must create an account on ANSA.it following the instructions provided by the Site. The registered user can then access the Site from all devices (PC, Tablet and Smartphone iOS, Android) with that same account and choose the subscription.

3.4 - By underwriting the subscription through the appropriate contract format, the registered user shall gain access to the Portal within the limits of the chosen subscription formula, for the entire subscription period and without further charges than those paid at the beginning of the relevant period, without prejudice to any contractual renewals. During the subscription period, the user will also be able to subscribe free of charge to one or more Newsletters among those offered by the Agency, including some which are reserved for subscribers. Registered users (but who have not yet subscribed) will still be able to subscribe free of charge to some Newsletters if available (currently the "In primo piano oggi" Newsletter and/or the English-language "Today's headlines" Newsletter) but will have to wait for the 30-day period to expire before being able to access a further 30 ANSA articles over the next 30 days. Registration data will be stored for the period of time provided for in the Privacy Policy.

3.5 - Users (registered or subscribers) will receive the selected Newsletters through the email address provided at the time of registration; said newsletter will contain brief news, data, and information on topics of possible interest (which may concern,

merely as an example, news on current events, politics, culture, science and technology, sports, etc.). The Newsletter service will be free-of-charge, except those that are subject to payment or reserved for subscribers. If reception of one or more Newsletters is subject to payment, the User will be asked to access the relevant payment form. Users may decide at any given time to stop receiving the Newsletters by following the instructions contained in each Newsletter or by accessing the relevant area on the platform. At any rate, free Newsletters may cease or vary at any time depending on the editorial and commercial directives of the publication.

3.6 - Data traffic for the use of the Services from any type of device is to be borne entirely by the user (even if registered or subscribed), on the basis of the tariff plans and operators chosen by the latter.

3.7 - Information services available through the ANSA.it portal expressly exclude any ANSA Products intended for professional users, dedicated to information players, publishers, companies, Public Administrations, Bodies or Associations and, in general, to all those subjects who need to access the Agency's Products for editorial or professional purposes.

4 - Users registered on the Portal before October 26th 2021

4.1 - Users registered on the Portal before October 26th, 2021, may receive dedicated subscription offers and/or applied Special Conditions of Service, due to their earlier registration on the Portal.

4.2 - Should the registered user decide not to subscribe to the dedicated offer during the indicated period, he/she can still subscribe at a later to any of the offers on the Offer Page, however in the meantime he/she will only have access to ANSA.it portal homepage and to the home pages of the channels and individual sections of the site, in both web and mobile versions, and will only be able to continue to read ANSA articles up to a limit of 30 articles over a period of 30 consecutive days, after which a new counting period will start. A pop-up will inform the user of having reached the monthly limit of articles that can be consulted on ANSA.it inviting said user to subscribe to one of the offers on the Offer Page. Registered users will also be able to subscribe free-of-charge to selected newsletters not reserved for subscribers (currently the "In primo piano oggi" newsletter and/or the English-language "Today's headlines" newsletter).

4.3 - Users may request cancellation of their registration at any time by sending an email to unsubscribe@ansa.it.

5 - Subscription purchase and management

5.1 - Users may subscribe by selecting one of the subscriptions offers available on the Offer Page and completing the form with their payment details. If the user is not already registered, ANSA will ask them to create a personal account on the Site.

5.2 - Before underwriting a subscription or individual Services, ANSA asks users to read the FAQs, the privacy policy, the cookie policy and, of course, these General Terms and Conditions of Service.

5.3 - The purchase of a subscription is completed once the user, after checking the summary of the selected offer, clicks on the "Subscribe" button. Access to Services

may require a short period of time for technical connection between the selected payment system and the ANSA platform.

5.4 - Payment of the price, inclusive of VAT unless otherwise indicated in the summary, may be made by credit card or PayPal, without prejudice to any other payment methods provided for by ANSA. The method of payment indicated by the user during purchase will be the one used by ANSA to charge all fees subsequent to the first one for that particular subscription, without prejudice for the user to change their selected method by accessing the relevant section of their personal account.

5.5 - Users may only request the invoice for purchase of the subscription at the moment of subscribing and may not request it at a later date. As the system does not allow users to change their billing details once the subscription has been underwritten, any user who wishes to update and/or rectify said details may only do so by exercising the cancellation option set out in point 7 and by taking out a new subscription with their personal account.

5.6 - Subscription to the Services or the choice of newsletters by users does not eliminate advertisements or promotional content. These advertisements can also be managed by concessionaires of advertising spaces, which apply strict control and filtering systems for the same to avoid the passage of advertising relating to unwanted sectors (adult content, tobacco, spirits, gaming, etc.). In cases where third parties fraudulently evade the aforementioned filtering systems, ANSA will immediately intervene with the dealer to have the unwanted advertising message removed.

6 - Promotions

6.1 - ANSA occasionally offers promotions on subscription packages. For example, the promotion may include a free trial of the Services and/or a discounted fee if the subscription is underwritten or not cancelled within a certain period.

6.2 - All conditions relating to promotions (e.g., duration and discounts) are set at ANSA's discretion. The recipients of the promotions may also vary from promotion to promotion depending on the evaluations ANSA reserves the right to undertake and on the preferences of the subscribers, which ANSA may be entitled to process on the basis of the Privacy Policy and the consents expressed by the user during registration.

6.3 - Unless otherwise specified, promotions cannot be accumulated and can only be activated once.

7 - Subscription duration, automatic renewal, and cancellatio

7.1 - Subscription duration (e.g., monthly, six-monthly, or yearly) is indicated on the Offer Page proposed by ANSA and starts from the payment date of the Service.

7.2 - Unless otherwise stated, the subscription duration as initially chosen by the user is automatically renewed upon expiration for the same length of time, unless one of the parties exercises contractual termination by the day before the expiry date of the relevant period. The same method shall be applicable to all subsequent expiry dates.

7.3 - The timely exercise of withdrawal results in the non-renewal of the subscription for the subsequent period of time but it does not entitle users to any refund of fees

already paid. In fact, the user may continue to use the Services until the expiration date of the period for which cancellation was requested.

7.4 - Cancellation can be exercised by the user by disabling the automatic renewal option from the personal account page, accessing the relevant section, and setting the relevant switch to "Cancel automatic renewal".

8 - Right of withdrawal

8.1 - In accordance with article 52 of the Consumer Code (Legislative Decree 206/2005), subscribers are entitled to withdraw from their subscription without any specific reason within 14 days of underwriting the contract, by sending notice to ANSA from his registration email address to the email address recesso@pec.ansa.it, by and no later than the fourteenth day.

8.2 - Upon receiving of the notice of withdrawal and verifying that the deadline mentioned in the above paragraph has been met, ANSA will cancel the subscription and refund the paid sum to the user within 14 days of receiving said withdrawal notice, by means of the same method of payment indicated by the user when underwriting the subscription.

8.3 - The withdrawal notice sent by the user must be clear, containing all necessary elements for the identification of the relevant subscription to be cancelled.

8.4 - Any abnormal use of the right of withdrawal could lead to the suspension of the service.

9 - Changes to Service

9.1 - ANSA reserves the right to cease, suspend or modify, in whole or in part, the Services (by way of a non-limiting example, the content, frequency and/or price of the Services) and the relevant General and/or Special Conditions. Were this to lead to a non-negligible worsening of the conditions of service, ANSA will inform users accordingly, who may exercise their right of withdrawal within 14 days of the notice in the manner set out in Art. 8 above, requesting reimbursement of the residual amount or, where possible, continuation of the subscription until the next expiration date.

9.2 - The new General and/or Special Conditions shall in any case be effective immediately for all users from the time of their publication on the Portal.

10 - ANSA Proprietary rights and use of Service

10.1 - ANSA is the owner of the ANSA.it Portal and of its information content, and grants access to users, including subscribers, solely for the purposes of consultation and personal information and within the limits of the type of subscription chosen. The pages of the Portal are subject to ANSA copyright and to reserved reproduction.

10.2 - All information content (e.g., articles, photos, videos, podcasts) is owned by or available to ANSA, and therefore the user may use it for strictly personal use only, without any other purpose (e.g., collective consultation, systematic archiving, or for commercial or profit-making purposes), and may store individual content for the purpose of personal documentation only. The only permitted form of circulation, if

envisaged by the system, is the sharing of content on social media networks, exclusively by means of the plug-ins available on the website and on ANSA apps.

10.3 - This means, for example, that the User will not be able to download content from the Site and/or apps and then manually upload it to social networks, or in any case to circulate it in another form (by email, file sharing platforms, etc.), but must necessarily refer back to the original Site.

10.4 - Subscriptions are personal therefore users must not share their access details with anyone. In any case, users accept all responsibility for any different, additional, or contrary use of the Services and single contents than personal information, holding ANSA harmless in the event of any claims by third parties due to breach of the above.

10.5 - Any breach of these rules by users may result, depending on the seriousness of the offence, in the suspension of the subscription, either temporarily or permanently, even without prior warning and without any right to reimbursement, without prejudice to any further right or action on behalf of the Agency.

11 - User responsibility and obligations in the use of Service

11.1 - Use of Services by the user implies full acceptance of the General and/or Specific Conditions of Service. The User states and warrants: that he/she is a consumer within the scope of art. 3 of the Consumer Code; that he/she is of age; that the data supplied by him/her for the execution of the Contract is correct, true and in his/her full possession; that he/she will update data supplied to ANSA whenever necessary.

11.2 - The user is authorised to use the Services exclusively for personal use, not collectively or for profit or commercial purposes or to derive from them any other utility and assumes full responsibility for any unauthorised use including, but not limited to, the distribution of content via email and file-sharing sites or the drafting of press reviews, the rewriting and distribution of content, the use of photos, videos, or other multimedia content.

11.3 - The user acknowledges that he/she has no rights to the contents of the subscription other than consultation rights. Texts, videos, photos, audio, trademarks, logos and any other intellectual or graphic creation present on the Site are the property or availability of ANSA and may not be used or transferred to third parties without the explicit authorisation of the Agency.

11.4 - ANSA is not authorised to check the age or capacity to act of those users who register or activate the Services, therefore ANSA is not responsible for the navigation of the Site or the activation of paid Services by underage users, who must therefore refrain from contractually underwriting the Services.

11.5 - Regarding the data declared by the user during registration or subscription, for which the user assumes all responsibility, it is presumed that the user has full access to it, also for what concerns telephone numbers and payment data.

12 - ANSA responsibilities

12.1 - ANSA guarantees that the Services covered by the subscription formula to which the user has subscribed comply with the specifications described on the offer page, and will make every reasonable effort to guarantee its users the best possible efficiency in the use of said Services.

12.2 - ANSA shall not be held responsible for malfunctions and dysfunctions that compromise the supply and/or use of the Services due to force majeure, fortuitous events or in any case to subjects and/or factors over which it has no direct control (for example, malfunctions in the electricity or telecommunication networks dependent on the operators, general strikes, strikes proclaimed even without prior notice by the editorial staff, epidemics, etc.). For any tests regarding Service functioning, reference will be made exclusively to ANSA's systems.

12.3 - Subject to prior notification ANSA reserves the right to carry out programmed interventions of a technical-IT nature that may entail a temporary suspension of the use of Services. This type of suspension/interruption does not endow the users with any rights.

12.4 - In the event of suspensions and/or interruptions of Services attributable to ANSA - other than programmed ones communicated in advance – lasting for an appreciable period of time and in any case no less than one day, ANSA's liability shall in any case be limited at most to the sums paid by the user regarding the period of suspension, without prejudice to the fact that ANSA may grant forms of compensation as an extension of the duration of the Services for the same period. ANSA shall not be liable to readers or subscribers for the updating, choice, selection, accuracy, and relevance of the individual items of information or other elements pertaining to the journalistic directives of the publication.

13 - Personal data

All information relating to the processing of users' personal data is contained in the [Privacy Policy and Cookie Policy](#) published and readily available on the Portal.

14 - Contacts

For any questions related to registration or subscription, users may write to register@ansa.it.

15 - Complaints, applicable law and jurisdiction

15.1 - ANSA invites its users to write to the contact address set out in the previous point submitting any dispute relating to the Services so that an amicable solution can be reached.

15.2 - Furthermore, users wishing to submit a dispute to ANSA may also make avail themselves of the out-of-court dispute resolution service offered by the ODR platform, set up by EU Regulation no. 524/2013, enabling them to submit a complaint by means of an electronic form available in all official languages of the European Union.

15.3 - Contractual relations between ANSA and users are governed by Italian law. In the event of a dispute relating to the interpretation, execution, or termination of the effectiveness of the aforementioned relationships, the User's court of residence or domicile, for a consumer residing or domiciled in Italy, shall have jurisdiction.

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