

Document	xlcad.com - Terms of use
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1. Introduction

These Terms of Use (the "Terms") govern access to and use of the website xlcad.com (the "Website") and any services made available through it.

By accessing or using the Website, the user acknowledges that they have read, understood, and agree to be bound by these Terms. If the user does not agree to these Terms, they must not use the Website.

The Website is operated by Mattia Riviera, who can be contacted at legal@xlcad.com (the "Operator"). The Operator coincides with the Data Controller, as identified in the Privacy Policy.

These Terms apply solely to the use of the Website and do not govern the use of the XL CAD software, which is subject to a separate End User License Agreement ("EULA").

The Operator reserves the right to modify these Terms at any time. Any changes will be effective upon publication on the Website. Continued use of the Website constitutes acceptance of the updated Terms. Users are therefore encouraged to periodically review the Terms.

2. Use of the Website

The user agrees to use the Website and any services provided solely for lawful purposes and in compliance with applicable laws.

The user shall not:

- a. Use the Website in any way that violates applicable laws or the rights of third parties.
- b. Attempt to gain unauthorized access to the Website, its systems, or related networks.
- c. Interfere with the proper functioning of the Website, including by introducing viruses, malware, or other harmful code.
- d. Use automated systems, including bots, scrapers, or similar tools, to access, extract, or collect data from the Website without prior written authorization from the Operator.
- e. Engage in reverse engineering, decompilation, or attempts to analyze the source code of the Website or its components, except where expressly permitted by applicable law.
- f. Use the Website for fraudulent or deceptive purposes.

The Operator reserves the right to implement technical measures to limit or prevent access to the Website where activities are detected that may compromise its security, integrity, or proper functioning.

3. Intellectual Property

All content available on the Website, including but not limited to text, graphics, logos, trademarks, visual elements, user interfaces, layout, images, videos, documentation, and any other materials, is the property of the Operator or its respective owners and is protected by applicable intellectual property laws.

The name "XL CAD", its logo, and any related distinctive signs are the property of the Operator. Any use of such elements without prior written authorization is prohibited.

The XL CAD software is a proprietary product and is protected by copyright and intellectual property laws. The use of the software is governed exclusively by a separate End User License Agreement (EULA), to which reference is made.

Users may not copy, reproduce, modify, distribute, publish, transmit, decompile, or create derivative works from the Website content or the software, except as expressly permitted by law or with prior written authorization from the Operator.

4. Limitation of Liability

The Website and its content are provided "as is" and "as available", without warranties of any kind, whether express or implied, except as required by applicable law.

The Operator does not guarantee that the Website will be free of errors, interruptions, vulnerabilities, or that access will be continuous or uninterrupted.

To the maximum extent permitted by law, the Operator shall not be held liable for any direct or indirect damages arising from:

- a. Inability to access or use the Website.
- b. Errors, omissions, or inaccuracies in the content.
- c. Improper use of the information available on the Website.
- d. Any damages resulting from the use of software or materials downloaded from the Website.

The use of the XL CAD software is governed exclusively by the End User License Agreement (EULA), to which reference is made for all matters relating to the use of the software.

5. Links to Third-Party Websites

The Website may contain links to third-party websites or resources that are not under the control of the Operator.

Such links are provided for convenience only. The Operator does not control and is not responsible for the content, functionality, availability, or any damages or losses arising from the use of such third-party websites.

The inclusion of any links does not imply endorsement, sponsorship, or affiliation with such third-party websites.

Users access and use third-party websites at their own risk.

6. Modifications and Availability of the Website

The Operator reserves the right to modify, update, or remove, in whole or in part, the Website and its content at any time without prior notice.

The Operator does not guarantee that the Website will always be available, accessible, or operate without interruptions. Access may be suspended or restricted due to technical reasons, maintenance, or updates.

The Operator shall not be liable for any damages or losses resulting from modifications, suspension, or interruption of the Website.

7. Governing Law and Jurisdiction

These Terms are governed by Italian law.

Any dispute arising from the interpretation, validity, or performance of these Terms shall be subject to the jurisdiction of the court of the place where the Operator is based, unless otherwise required by mandatory law.

8. Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a competent authority, such provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

9. Entire Agreement

These Terms constitute the entire agreement between the Operator and the user regarding the use of the Website and supersede any prior agreements or understandings, whether written or oral, relating to the same subject matter.