

TERMS AND CONDITIONS

OPTIMIZE S.R.L. - www.optimize-tech.it

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This document is a template to be completed and reviewed by a legal advisor prior to publication. The parts highlighted in yellow must be customized. It does not constitute legal advice.

TERMS OF USE OF THE SITE

1. General provisions

1.1 Purpose of the terms of use and scope of application

These terms of use (hereinafter, for brevity, also “Terms”) govern the use of the website available at **www.optimize-tech.it** (the “Site”) by its users (the “Users”), operated by OPTIMIZE S.R.L., Tax Code and VAT No. 17834721007, with registered office at Via Guido D'Arezzo n. 2, 00198 Rome (RM) (the “Controller”). Before using the Site, Users are invited to carefully read these Terms. The Terms do not govern the use of sites other than the Site, even if reachable through banners, advertisements, links and other elements present within the Site: in relation to such third-party sites, the Controller invites Users to check the terms of use provided by the “landing” site, specifying that the Controller can under no circumstances be held liable for any harm suffered as a result of using sites other than the Site. Certain features and/or aspects of the Site may be governed by specific provisions of the Controller (e.g. personal data protection aspects are governed by the specific Privacy Policy and Cookie Policy); in such cases, the provisions of these Terms supplement the specific provisions relevant from time to time, it being understood that, in the event of inconsistency between the latter and the Terms, the specific provisions shall prevail.

1.2 Communications

Users interested in obtaining information not available on the Site regarding its content, as well as those wishing to send communications of any kind or complaints, may send a written communication to the email address info@optimize-tech.it or to the certified email address (PEC) optimize@pec.optimize-tech.it, or by post to OPTIMIZE S.R.L., Via Guido D'Arezzo n. 2, 00198 Rome (RM).

1.3 Amendment of the Terms

The Terms may be amended by the Controller at any time. Any amendments will take effect from the date of publication on the Site and will apply to relationships arising after such publication. Users are invited to carefully consult the version of the Terms in force and to print and/or save a copy before browsing the Site.

2. Browsing the Site

Browsing the Site is free of charge. Users who decide to browse and interact with the Site may from time to time be asked to carry out specific actions, such as giving consent to the processing of their personal data and/or to the use of cookies or other similar devices by the Controller or third parties, as further specified in the Site's Privacy Policy and Cookie Policy. By browsing the Site and/or using the services available thereon, the User declares to have read and fully understood these Terms, and to accept their content in full and without reservation.

3. Contact form and requests for information

Section to be adapted/removed if the Site also provides for the creation of a user account (e.g. for the purchase of online services): in that case, a specific “Account Creation” section should be added, including the warranties given by the User, rules on legal capacity/minors, and the safekeeping of credentials, following the model applicable to sites with registration. In the version proposed here, it is assumed that the Site operates through a simple contact form, without a reserved area.

The Site provides Users with a contact/quote request form, through which it is possible to send requests for information to the Controller, providing the requested data (for example: first name, last name, email address, company). The User warrants that they are legitimately entitled to make use of the information provided and that such information is complete and truthful, undertaking to hold the Controller harmless and indemnified from any resulting harm suffered by the Controller and/or third parties in the absence of the above. Sending a request through the contact form does not automatically result in the conclusion of any contract between the User and the Controller, but constitutes a simple request for information; any contractual relationships will be governed by specific written agreements between the parties.

4. Intellectual and industrial property rights of the Controller

All material present and/or made available on the Site, including, among other things, text, graphics, distinctive signs (including the Site's domain name), logos, images, audio and/or video files, data collections, software, etc. (hereinafter, the “Material”), is the exclusive property of the Controller and/or its assignors and is protected by applicable intellectual and industrial property laws.

It is prohibited to reproduce and/or use the Material in any way, in whole or in part, without the Controller's prior written authorization, except as permitted by law.

5. General notices

Parties other than the Controller may provide services, post links and/or upload materials accessible through the Site. The Controller is in no way responsible for the actions, products, links, materials and any third-party activity carried out on the Site or on web pages and other media accessible through the Site. Anyone who decides to visit a linked site and/or make use of third-party materials does so entirely at their own discretion, assuming all responsibility arising therefrom, as well as the burden of taking every precaution against malware or other harmful or damaging elements.

It is prohibited to use the Site and/or anything connected to it: (i) in a manner that causes, or may cause, interruptions, damage and/or malfunctions to the Site and/or its features; (ii) for purposes and/or in ways not permitted by law, or otherwise to commit unlawful activities; (iii) to cause disturbance and/or harm to any third party.

The Controller reserves the right to prevent access to the Site and/or its features, as well as to remove or modify the Site's Materials, in the event of a breach of applicable laws, these Terms and/or its policies of any kind.

6. Liability of the Controller

The Controller disclaims any liability howsoever connected to interruptions in the continuity of access to the Site and/or use of its features, as well as to the use of the Site by Users, unless such liability is attributable solely to the Controller's own actions or omissions and was previously foreseeable by the Controller.

7. Governing law and competent court

These Terms are governed by and construed in accordance with Italian law. The exclusive competent court for any dispute relating to these Terms is the Court of Rome, unless otherwise mandatorily provided by applicable law, in particular for the protection of consumers.

Related documents: Privacy Policy · Cookie Policy · Legal Notice (separate documents, available in the site footer).