



isendu

[www.isendu.com](http://www.isendu.com)

# Terms and Conditions isendu

Last updated: 17/06/2021

## Welcome to isendu

This document governs the use of the services offered by Isendu (hereinafter also "Owner") on its platforms.

The User that uses the services offered by isendu accepts these Conditions of Sale, together with the Privacy and Cookies Policy which form an integral part of them

The responsible party for isendu is:

## Isendu S.r.l.

Via Del Gonfalone, 3 - 20123 - Milano

P. IVA IT10848990965

REA: MI - 2561504

Owner contact email: [info@isendu.com](mailto:info@isendu.com)



# General Information

Isendu is a Platform for connecting websites, marketplaces, all e-commerce platforms, and carrier sites. We give you a dashboard to manage your online store and analyze customer buying processes to serve your customers better with ultra-customized offers just for them.



# 1. INTRODUCTION

## 1.1 THIS AGREEMENT

This document is a legal agreement between you, the User, and the company that manages Isendu, and it governs your use of the Platform, and, in all cases, the use of the services provided.

## 1.2 DEFINITIONS

**“Legal Agreement” “Contract”** means that the terms of such agreement, once accepted by the User, are binding on the User;

**“User,” “you,” “your”** and such terms, both singular and plural, refer to you, the User;

**“Product”** in both the singular and plural, means the goods and services sent to you by Isendu, including but not limited to packaging and related materials;

**“Services”** means the features and functionality that you can use through Isendu;

**“Fees”**: rates, surcharges, or shipping costs adopted by Couriers at any given time;

**“Courier” “Carrier”**: the Courier/Carrier engaged by Isendu on behalf of the Customer to provide Services or delivery of Products;

**“Order Receipt Email”**: means the email that Isendu sends upon receipt of the order by the User;

**“Order Confirmation Email”**: means the email that Isendu sends to the User to confirm the acceptance of the request and the activation of the service;

**“Contractual Withdrawal”**: means the right of Isendu to withdraw from this contract by giving reasonable notice to the User.

## 1.3 ACCEPTANCE OF THE AGREEMENT

In order to use the Services, you must carefully read and accept this Agreement, together with the Privacy Policy, which is an integral part of it. If you do not accept the Agreement, you will not be able to use the Service.



## 2. ACCOUNT, USE OF ISENDU, AND PLATFORM CONTENT

### 2.1 REGISTRATION

To use the Service, the User can open an account providing all the data and information requested in a complete and truthful manner.

The Service may not be used without opening a User account.

It is the responsibility of the Users to keep their access credentials secure and to preserve their confidentiality. Users must therefore choose a password at the highest level of security available on Isendu.

By creating an account, the User agrees to be fully responsible for any activity carried out with his or her login credentials. Users are required to inform the Owner immediately and clearly by means of the contact details indicated in this document if they believe that their personal information, such as the User account, login credentials, or personal data, have been violated, unlawfully disseminated, or removed.

### 2.2 ACCOUNT CLOSURE

The User is free to close his or her account and cease using the Service at any time, by contacting the Owner at the email address: [info@isendu.com](mailto:info@isendu.com)

However, closure of the User account will be on hold until the expiry of any subscription services purchased by the User. At the discretion of the Owner, and at the request of the customer, simultaneous closure of the account and cancellation of the subscription may occur, resulting in a pro-rata refund from Isendu.

### 2.3 ACCOUNT SUSPENSION AND CANCELLATION

The Owner reserves the right to suspend or cancel a User's account at any time at its discretion and without notice in the following cases:

- The User has violated these Terms; and/or
- Access to Isendu by the User may cause prejudice to the Owner, to other Users, or to third parties; and/or
- The use of Isendu by the User may result in violation of laws or regulations; and/or
- In case of judiciary investigations or government procedures; and/or
- If the User account or the use made of it are considered, at the sole discretion of the Owner, inappropriate, offensive, or against these Terms.

The suspension or cancellation of the account gives the User no right to compensation, reimbursement, or damages. The suspension or cancellation of an account for reasons attributable to the User does not exempt the User from paying any fees or prices that may be applicable.



## 2.4 CONTENT ON ISENDU

Unless otherwise specified or clearly recognizable, all content available on Isendu is owned or provided by the Owner or its licensors. The Owner undertakes its utmost care that the content available on Isendu does not violate the applicable legislation or the rights of third parties. However, it may not always be possible to achieve such a result. In such cases, without any prejudice to the rights and legally enforceable claims, Users are requested to address their complaints using the contact details provided in this document.

## 2.5 RIGHTS ON ISENDU CONTENT

The Owner holds and expressly reserves all intellectual property rights on the aforementioned content. Users are not authorized to use the content in any way that is not necessary or implicit in the correct use of the Service.

Specifically, but not exclusively, it is forbidden for Users to copy, download, share beyond the limits specified below, modify, translate, process, publish, transmit, sell, sublicense, transform, transfer/ license to third parties or create works derived from the content available on Isendu, to allow third parties to undertake such activities through their User account or device, even without their knowledge.

Where expressly indicated on Isendu, the User is authorized to download, copy, and/or share certain content available on Isendu exclusively for personal and non-commercial purposes and on condition that the attribution of authorship of the work is noted as well as the indication of any other relevant circumstance requested by the Owner. The limitations and exclusions provided for by the legislation on copyright remain unaffected.

## 2.6 ACCESS TO EXTERNAL RESOURCES

Through Isendu, Users may have access to resources provided by third parties. Users acknowledge and accept that the Owner has no control over these resources and therefore is not responsible for their content and availability.

The conditions applicable to resources provided by third parties, including those applicable to any concessions of rights to the content, are determined by the third parties themselves and regulated by relevant terms and conditions or, in their absence, by the law.

## 2.7 PERMITTED USE

Isendu and its Services may be used only for the purposes for which they are offered, according to these Terms and in accordance with applicable law. It is the User's sole responsibility to ensure that the use of Isendu and/or the Service does not violate the law, regulations, or rights of third parties. As such, the Owner reserves the right to adopt any suitable measure to protect its legitimate interests, and, in particular, to deny the User access to Isendu or the Service, terminate contracts, report any illicit activity carried out through Isendu or the Service to the competent authorities, e.g., the judicial or administrative authority should the User commit, or if there is a suspicion that he or she is committing:

- Violations of the law, regulations, and/or the Terms;
- Injury to the rights of third parties;
- Acts that may considerably prejudice the legitimate interests of the Owner;
- Offenses against the Owner or a third party.



## 2.8 SOFTWARE LICENSE

Any intellectual or industrial property right, as well as any other exclusive right existing on the software or technology integrated in or relating to Isendu is held by the Owner and/or its licensor. Provided that the User complies with these Terms and regardless of any diverging provision contained therein, the Owner grants Users a revocable, non-exclusive, non-transferable, and non-assignable license to use the software and/or technology integrated into the Service in the framework and for the purposes of Isendu and the Service offered.

The license does not include any rights to access, use, or disclose the original source code to the User. The technology, algorithms, and procedures contained in the software and the related documentation are the exclusive property of the Owner or its licensor. The granting of rights and licenses to the User ceases with immediate effect in the event of termination or expiration of the Agreement.

## 2.9 API TERMS OF USE

Users can access the service through the Application Program Interface (API). Any use of the API is subject to these Terms, and the User also expressly acknowledges and accepts that the Owner is not liable for damages or losses resulting from the use by the User of the API or third-party services that access data through the API.

# 3. TERMINI E CONDIZIONI DI VENDITA

The costs, duration, and conditions applicable to the Services are described below and in the respective Isendu sections.

Both the Contract and any future amendments and additions are binding for Isendu only if they have been confirmed in writing by the same. The Contract is valid if it has been confirmed or signed by an official for Isendu who has the right to represent it. During the purchase procedure of the Isendu service, the User will have the option to select one or more additional services to be connected to his or her service. Additional services do not constitute stand-alone services and cannot be purchased separately from the Isendu Service. Each Contract includes the right of Isendu to appoint third parties, including Couriers, exclusively as an example, and to accept the Rates and any limitations of liability of such third parties, including on behalf of the Customer. Isendu is not responsible for the choice of said third parties, for any non-compliance on their part or for damages of any nature or for any cause, incurred by the aforementioned third parties, regardless of the element on which the responsibility is based, except in the case of willful misconduct or recklessness by Isendu's management.

## 3.1 PROCEDURE FOR PURCHASING THE SERVICE

The user sending the order determines the conclusion of the contract and entails the User's obligation to pay the price, taxes, and any additional charges and expenses, as specified on the order page.

Once the order has been submitted, an order confirmation receipt will be sent to the Users. All notifications regarding the purchase procedure described above will be sent to the e-mail address provided by the User for this purpose.



### **3.2 PRICES AND SUBSCRIPTION**

During the purchase process and before placing the order, Users are duly informed of all commissions, taxes, and costs (including any shipping costs) that will be charged to them.

The User may consult the various subscriptions in the “[Prices](#)” section on the website. Prices on Isendu include all applicable fees, taxes, and costs, or are shown net of applicable fees, taxes, and costs.

The Customer is required to pay Isendu the Rates that all the Couriers have applied for Isendu in relation to the Contract, including but not limited to surcharges and shipping costs, even if they occur after delivery or termination of the Contract. The Customer may file a complaint against a Courier through his or her account. Isendu will endeavor to ensure that the Customer’s complaint is accepted by the Courier. Isendu will pay the Customer the amount the Courier reimburses it following the complaint. The lodging of a complaint by the Customer, the non-acceptance of the Customer’s complaint by the Courier, and/or the payment or non-payment by the Courier of compensation does not affect the Customer’s obligation to pay the amount due for the service provided by Isendu.

All prices are based on the taxes, levies, and other determining factors in effect at the time that the Agreement is entered, including but not limited to Rates. If the Agreement is extended or amended at the Client’s request, or if unforeseen circumstances arise, this may result in additional costs. Isendu will inform the Customer of additional costs as soon as possible.

### **3.3 PAYMENT METHODS**

The details of the accepted means of payment are highlighted during the purchase procedure.

Some payment methods are linked to additional conditions or involve additional costs. Detailed information can be found in the relevant section of Isendu. The payment methods indicated as such are managed directly by the Owner. The Owner collects and stores the data necessary for the management of payments and for the fulfillment of related legal obligations. To receive further information on the processing of personal data and related rights, the User may refer to the Isendu Privacy Policy. Other payment methods are provided independently by third-party services. In these cases, Isendu does not collect any information about the payment but receives a notification from the third-party provider when the payment has been successfully completed. In the event that the payment made by one of the available methods fails or is rejected by the payment service provider, the Owner is not obliged to execute the order. Any costs or fees arising from the failed or refused payment are the responsibility of the User.

### **3.4 RESERVATION OF RIGHTS OF USE ON ISENDU SERVICES AND PRODUCTS**

Until receipt of payment of the full purchase price by the Owner, the User has not purchased the rights of use on the services ordered.



### **3.5 ACTIVATION AND PROVISION OF SERVICES**

After the User sends the order, Isendu will confirm the activation or failed activation of the service by a confirmation email, after having carried out all the required checks and, in any case, within the maximum time agreed with the customer, within a maximum of 21 days from the User sending the order.

Unless otherwise agreed in writing, from the moment of delivery, the risk for the Products supplied by Isendu is borne by the Customer. The mere expiry of a term, including a delivery term, does not mean that Isendu is non-compliant. For non-compliance, a written warning is always required, in which Isendu is granted a reasonable time to still fulfill its obligation. Isendu has the right to make partial deliveries. If and as soon as Isendu, due to a hindrance on the part of the Customer or for any other reason attributable to the Customer, cannot execute the contractual obligations in the agreed manner, the Customer is required to compensate the expenses incurred and the damage suffered by Isendu.

### **3.6 SUBSCRIPTIONS**

Isendu provides the Customer with 3 types of Subscriptions: Starter Pack, Professional, and Large Business. The subscriptions have a monthly or annual duration, depending on the subscription formula that the User chooses when purchasing the service. The Client's payments to Isendu will be monthly or yearly, according to the formula chosen by the Client. In addition to shipping under a shipping contract between Isendu and a Courier, the Customer can use Isendu for shipments through his or her own contract with a Courier.

All Subscriptions offer a 14-day trial period, at the end of which the Customer can choose whether to continue with the use of Isendu or cancel at no cost.

Paid subscriptions start on the day the Owner confirms the activation of the service through the confirmation email. To keep the subscription active, the User is required to pay the periodic fee required according to the terms indicated by the Platform. If he or she does not, the service will be suspended.

When the User decides to use the Isendu rates, he or she will receive the invoices according to the scheduled deadlines, by the 1st and 16th day of the following month.

### **3.7 USE OF ISENDU RATES, RECURRING PAYMENTS, AND CAUSES OF SERVICE INTERRUPTIONS**

The User who chooses to use the rates service made available to Isendu will be charged the costs of using the rates as follows:

- As soon as the €25 threshold of shipments within the month is reached, Isendu will directly initiate a payment request. If the payment method entered by the User refuses the payment request, Isendu may interrupt the service as described in these terms;
- Upon reaching the €250 threshold of shipments within a month, Isendu will initiate a new payment request that will follow the same process as the first request.

The User acknowledges and accepts that the responsibility to assure that the funds present on the payment method communicated are sufficient to cover the payment requests sent by Isendu for the use of its rates.



### **3.8 PARTNER PROGRAM**

Isendu offers the option of affiliation to the Platform through the [Partner Program](#) on the Isendu website.

### **3.9 CONTRACT WITHDRAWAL BY ISENDU**

Without prejudice to the rights and obligations arising from these Terms, Isendu has the right to terminate the contract or contracts entered into with the Users by giving adequate notice with respect to the subscription chosen by the User.

In particular, if Isendu deems the User's behavior contrary to these terms, the law, or any other applicable provision, or at its sole discretion, it will send a formal withdrawal email to the address indicated by the User as the main contact method, within the following terms:

- Within 15 days of the next subscription renewal, if the User uses a monthly subscription;
- Within 30 days of the next subscription renewal, if the User uses an annual subscription.

## **RESPONSIBILITY OF THE PLATFORM AND THE USER**

### **4.1 INDEMNITY**

The User undertakes to indemnify and hold harmless the Owner and its subordinates, affiliates, officers, agents, co-owners of the brand, partners, and employees from any claim or demand – including, without limitation, legal fees and expenses – advanced by third parties due to or in connection with culpable conduct such as use or connection to the service, violation of these Terms, violation of third party rights or laws by the User, its affiliates, officers, agents, joint owners of the brand, partners, and employees, to the extent required by law.

### **4.2 LIMITATION OF LIABILITY FOR THE USER'S ACTIVITIES ON ISENDU**

Unless otherwise specified and without prejudice to the applicable legal provisions regarding liability for product damage, any claim for compensation against the Owner (or any natural or legal person acting on its behalf) is not allowed. The foregoing does not limit the Owner's liability for death, damage to the person, or their physical or mental integrity, damage resulting from the violation of essential contractual obligations, such as the obligations strictly necessary to achieve the cause of the contract, and/or damage caused by willful misconduct or gross negligence, provided that the use of Isendu by the User has been appropriate and correct.



## 4.2 LIMITAZIONE DELLA RESPONSABILITÀ PER LE ATTIVITÀ DELL'UTENTE SU ISENDU

Unless damages were caused with intent or gross negligence or affect their life and/or personal, physical, or mental integrity, the Owner is liable only to the extent of the typical damage for the type of contract and foreseeable at the time of conclusion. In particular, within the limits indicated above, the Owner assumes no responsibility for:

- Any loss of earnings or other losses, including indirect ones, that the User may have suffered (such as but not limited to, commercial losses, loss of revenues, profits or estimated savings, loss of contractual or commercial relationships, loss of goodwill, or damage reputation, etc.);
- Damages or losses deriving from Isendu interruptions or malfunctions due to force majeure or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, breakdowns or interruptions of telephone lines or electrical connections, internet connections and/or other means of transmission, inaccessibility of websites, strikes, natural disasters, viruses, cyberattacks, or interruptions in the supply of third party products, services, or applications;
- Any losses that are not a direct consequence of a breach of the Terms by the Owner;
- Damage, prejudice, or loss due to viruses or other malware contained in or connected to files downloadable from the internet or through Isendu. Users are responsible for using adequate security measures – such as antivirus software – and firewalls to prevent any infections or attacks and to protect backup copies of all data and/or information exchanged or uploaded to Isendu.

If the Owner is liable, the compensation due cannot exceed the total amount of the payments that have been, will be, or could be contractually due to the Owner by the User for a period of 12 months or for the entire duration of the Agreement, if shorter.

## 4.3 DISPUTES WITH THE ENGAGED CARRIER

If the User uses Isendu's services to acquire rates from the Carrier, the User acknowledges and accepts that, in that case, Isendu operates as an intermediary for the simple purpose of facilitating the meeting between user and the carrier regarding costs and the service rates offered to them. The User acknowledges and accepts that any dispute arising for reasons not attributable to Isendu and its affiliates must be directly addressed to the carrier with which the dispute arose.

Isendu makes every reasonable effort to ensure that the service does not present risks but cannot be held responsible in relation to the events that occur between the User and the Carrier engaged by the User, from the moment in which the User delivers the package for shipment to the Carrier.

In accordance with 1698 of the Italian Civil Code, Isendu advises the User to suggest that its customers accept the package "with conditions" so as not to incur limitations of liability towards the engaged Carrier. Should the Carrier, its affiliates or employees oppose conditional acceptance, Isendu must be promptly informed of the matter in order to act to correct behavior that may constitute violations of the law.



## COMMON PROVISIONS

### 5.1 NO IMPLIED DISCLAIMER

Failure to exercise legal rights or claims deriving from these Terms by the Owner does not constitute a waiver of such rights or claims. No waiver can be considered final in relation to a specific right or any other right.

### 5.2 SERVICE INTERRUPTION

To ensure the best possible level of service, the Owner reserves the right to interrupt the Service for maintenance purposes, system updates, or any other changes, giving appropriate notice to Users. Within the limits of the law, the Owner reserves the right to suspend or completely terminate the Service. In the event of termination of the Service, the Owner will ensure that Users can retrieve their Personal Data and information according to the provisions of the law. Furthermore, the Service may not be available for causes beyond the reasonable control of the Owner, such as force majeure (e.g. strikes, infrastructural malfunctions, blackouts, etc.).

### 5.3 RESALE OF THE SERVICE

Users are not authorized to reproduce, duplicate, copy, sell, resell, or exploit Isendu or the Service in whole or in part without the prior written consent of the Owner, expressed directly or through a legitimate resale program.

### 5.4 INTELLECTUAL PROPERTY

Without prejudice to any more specific provision contained in the Terms, intellectual and industrial property rights, such as copyrights, trademarks, patents, and models relating to Isendu are held exclusively by the Owner or its licensors and are protected by pursuant to the legislation and international treaties applicable to intellectual property.

All trademarks – including words or figures – and any other distinctive sign, company, service mark, illustration, image, or logo that appear in connection with Isendu are and remain the exclusive property of the Owner or its licensors and are protected under the law and international treaties applicable to intellectual property.

### 5.5 CHANGES TO THE TERMS

The Owner reserves the right to change the Terms at any time. In this case, the Owner will give appropriate notice of the changes to the Users. The changes will affect the relationship with the User only in the future. Continued use of the Service implies the User's acceptance of the updated Terms. If the User does not wish to accept the changes, he or she must cease using the Service. Failure to accept the updated Terms may result in each party having the right to withdraw from the Agreement.

The applicable previous version continues to govern the relationship until acceptance by the User. This version may be requested from the Owner. If required by applicable law, the Owner will specify the date by which the changes to the Terms will come into force.



## **5.6 TRANSFER OF THE CONTRACT**

The Owner reserves the right to transfer, assign, dispose of, novate, or contract out individual or all rights and obligations under these Terms, having regard for the legitimate interests of Users.

The provisions relating to the modification of these Terms apply.

The User is not authorized to assign or transfer their rights and obligations under the Terms without the written consent of the Owner.

## **5.7 CONTACT DETAILS**

All communications relating to the use of Isendu must be sent to the contact details provided in this document.

## **5.8 SAFEGUARD CLAUSE**

If any of the provisions of these Terms should be or become null or ineffective under the applicable law, the nullity or ineffectiveness of this provision does not cause the remaining provisions to be ineffective, which therefore remain valid and effective. If a provision of these Terms should be or become null, invalid, or ineffective, the parties will endeavor to amicably identify a valid and effective provision replacing the null, invalid, or ineffective one.

In the event of failure to agree within the aforementioned terms, if permitted or provided for by applicable law, the null, invalid, or ineffective provision will be replaced by the applicable legal discipline.

Notwithstanding the foregoing, the nullity, invalidity, or ineffectiveness of a specific provision of these Terms does not lead to the nullity of the entire Agreement, unless the null, invalid, or ineffective provisions under the Agreement are essential or of such importance, that the parties would not have entered into the contract if they had known that the provision would be invalid, or in cases where the residual provisions would entail an excessive and unacceptable burden to one of the parties.

## **5.9 BINDING VERSION OF THE TERMS**

The Terms are written and revised in Italian. The other language versions of the Terms are for information purposes only. In case of discrepancy between the different language versions, the original prevails.



## **DISPUTE RESOLUTION**

### **6.1 APPLICABLE LAW**

The Terms are governed by the law of the place where the Owner is established, as indicated in the relevant section of this document regardless of the conflict regulations.

### **6.2 JURISDICTION**

The exclusive competence to recognize any dispute arising from or in connection with the Terms rests with the judge of the place where the Owner is established, as indicated in the relevant section of this document.

### **6.3 AMICABLE SETTLEMENT OF DISPUTES**

Users may report any disputes to the Owner, who will try to resolve them amicably.

Without prejudice to the right of Users to take legal action, in the event of disputes relating to the use of Isendu or the Service, Users are requested to contact the Owner at the contact details provided in this document. The User may direct a complaint to the Owner's email address provided in this document, including a brief description and, if applicable, details of the order, purchase, or account affected.

The Owner will process the request without undue delay and within 5 days of its receipt.



*Get the best  
out of your e-commerce  
with **isendu***



info@isendu.com

isendu.com  