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Terms of Use

Any USER's access to and use of the TARROS SPA ("TARROS") platform ("Platform") is subject to the following Terms of Use.

By accessing, browsing and/or using the Platform, USER acknowledges that he has read, understood, and agreed to these Terms of Use and also agrees to comply with all applicable laws and regulations.

It is understood that TARROS may, at any time, revise these Terms of Use. USER will be bound by any revision applicable at the time of access to and/or use of the Platform. It is USER's burden to periodically check whether any modification to the Terms of Use has been made.

USER acknowledgments

The USER acknowledges and agrees that:

1. USER shall not make any attempt to ascertain or obtain a Password assigned to any third party by TARROS or to try and obtain information regarding shipments of any third party by using any Password other than the one assigned to that particular USER.
2. TARROS will trust and use the information provided by the USER for identification and contact related to its service and applications. In carrying out its services, TARROS may provide USER's information to its agents, group companies, subcontractors, or independent contractors to the extent that such information is required for performing its services or maintain the Platform. TARROS will make its best efforts to supervise the security management of the aforementioned parties in order to safeguard such information.
3. USER shall keep its Password and all information with respect to its shipments with TARROS confidential, and not reveal it to any third party except its directors, officers, and employees, and for particular shipment(s), also to other involved parties (which might be broker, forwarder, shipper, consignee and/or notify party of such shipment(s)). USER shall further ensure that such persons and/or legal entities shall keep USER's Password and all such information confidential and not reveal them to any third party. Should USER's Password and/or any information with respect to USER's shipments with TARROS be revealed except as permitted herein, or discovered by third parties for USER's fault or omission, USER shall promptly notify TARROS of any such occurrence and shall defend, indemnify and hold TARROS harmless from and against any complaint, claim, liability, loss, damage, whether direct or indirect, and expense, including attorney's fees, arising out of, or in connection with, such revelation and/or discovery, or any subsequent misuse, alteration, misappropriation, or fraudulent use of such Password and/or information.

TARROS S.p.a.

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Tel: +39 0187 5371
Email: info@tarros.it
P.IVA 00910150119 - Iscr. Reg. SP 00910150119

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INDIRIZZI POSTA ELETTRONICA CERTIFICATA:

TARROS: tarros@pec.it
UFFICIO CLAIMS: claim.tarros@pec.it
UFFICIO TRASPORTI: trasporti.tarros@pec.it

COD.UNIVOCO.NIL: tarrosfep@pec.it



Confidential information

TARROS does not publish or divulge any of the information registered via the Platform, except as set out below:

- i. if the publishing and/or disclosure of the data is needed for performing its obligations;
- ii. if the disclosure is made to comply with applicable law or with an order or ruling by any competent authority;
- iii. if needed, to remedy to a violation by the USER of the Terms of Use;
- iv. in residual cases, only after obtaining the express authorization of the USER.

Exclusion of Liability and obligations by USER

TARROS or any of its affiliates, subsidiaries, directors, employees, agents, or representatives of any kind ("Related Parties") is not liable for any damage deriving from wrong and/or missing and/or misleading data indication provided for by the USER. The USER shall defend, indemnify and hold TARROS harmless from and against any complaint, claim, liability, loss, damage, whether direct or indirect, and expense, including attorney's fees, arising out of, or in connection with, such wrong and/or missing and/or misleading data indication.

In performing its services, TARROS and its Related Parties will rely upon the correctness and completeness of the information provided by the USER. Any additional cost and/or any consequential, incidental, special, punitive, or other damages whatsoever, including without limitation to, liability for business interruption or loss of data or profits arising out of any wrong and/or missing and/or misleading data indication, shall be compensated by the USER.

In case of wrong and/or missing and/or misleading data indication provided for by the USER, TARROS will be entitled to prevent such USER from the use of the Platform.

TARROS and its Related Parties assume no responsibility and shall not be held liable for any damages to, or viruses or other items of destructive nature that may infect, USER's computer, any other software, hardware or other IT systems or other property on account of USER's access to or use of or browsing of the Platform or USER's downloading of any material from the Platform.

TARROS and its Related Parties assume no responsibility and shall not be held liable for any damages whatsoever due to any third party's unjustified access to the Platform, passwords or information or data in the Platform.

USER acknowledges and confirms that TARROS shall not be liable for revealing USER's Password, or any Shipment Information obtained through the use of USER's Password, by any third party, unless such disclosure was caused by TARROS' gross negligence.

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Personal Data Protection

Any and all the personal data collected and processed for the performance of this Agreement shall be processed under the principles of lawfulness, fairness, and transparency, according to applicable data protection law and the relevant administrative acts of data protection authorities.

USER acknowledges that they have been provided with all the relevant information as to processing activities in relation to the execution of this Agreement, and to have read and understood such information, available [here](#).

The performance of the Agreement might imply the processing by TARROS of personal data the USER is the controller of, to be carried out on its behalf. Therefore, by accepting these Terms of Use the USER executes the data processing agreement available [here](#), aimed at specifying the relevant obligations and responsibilities of TARROS as data processor and that is an integral and substantial part of this Terms of Use.

Conflict

In case of any conflict between, on the one side, the present Terms of Use and, on the other side, the terms on the back of the B/L or the terms contained in any specific agreement with the User or any internal documentation, the latter shall prevail.

Law and Venue

The present Terms of Use shall be governed/constructed by Italian law. Any dispute or claim arising out of or in relation to the use of the Platform, including the interpretation and/or the application of the present Terms of Use, shall be subject to the exclusive jurisdiction of the Court of La Spezia.

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