

1. Introduction

1.1 Purpose of the Terms and Conditions

These Terms and Conditions (hereinafter referred to as "Terms") govern access to and use of the Brilliant Ideas Planet solutions platform, available via website, mobile applications, and other digital tools (hereinafter referred to as the "Platform"). The use of the Platform is subject to the user's acceptance of these Terms. If you do not accept these Terms, you are not permitted to access or use the Platform or any of its services.

1.2 Acceptance of the Terms

By accessing or using the Platform, the user confirms that they have read, understood, and agreed to be bound by these Terms.

This agreement constitutes a legally binding contract between the user and Brilliant Ideas Planet.

The user declares that they are at least 18 years old and have the legal capacity to enter into binding contracts.

A user accessing the Platform on behalf of a legal entity, organization, or association declares that they have the authority and necessary permissions to accept the Terms on behalf of that organization.

2. Definitions

2.1 Owner

Refers to Brilliant Ideas Planet LLC, a company registered under the laws of Delaware (US), with its registered office located at 16192 Coastal Highway, Lewes, Delaware 19958– USA, the owner of the Platform and all associated intellectual property rights.

2.2 User

Refers to any individual or entity accessing or using the Platform, whether registered or not.

2.3 Platform

Refers to the Brilliant Ideas Planet portal owned by the Owner of the Platform, including the website, mobile applications, and all associated tools, features, and services.

2.4 Content

Includes but is not limited to text, images, videos, audio, data, software, or any other material posted, uploaded, transmitted, or made available on the Platform by users or the Platform itself.

2.5 Account

Refers to the personal profile created by a user to access specific features or services offered by the Platform.

2.6 Services

Refers to the functionalities, tools, and options offered by the Platform that allow users to interact, share content, and maintain contact with other users on the Platform.

2.7 Data

Refers to any personal or non-personal information collected or processed by the Platform from users, including but not limited to registration details, usage data, and any other information shared by the user while interacting with the Platform.

2.8 Third Parties

Refers to any entity or individual other than the user or the Platform that may interact or provide services in connection with the Platform.

3. Registration and Account

3.1 Registration Requirements

To access certain features of the Platform, users must create an account. During the registration process, users are required to provide truthful, complete, and up-to-date information. Users agree to keep their account information updated. The Platform reserves the right to refuse any registration request or to close or temporarily suspend accounts that provide false or incomplete information or otherwise fail to comply with these Terms.

3.2 Account Security

Users are responsible for maintaining the confidentiality of their account credentials, including the password. Users must immediately notify the Platform of any suspected unauthorized use of their account or other security breaches. The Platform is not responsible for any losses or damages resulting from unauthorized use of an account; instead, the user is solely responsible for any harm caused to Brilliant Ideas Planet, other users, or third parties due to failure to comply with these Terms. Users are advised to use strong, unique passwords and to change them periodically.

4. Use of the Platform

4.1 Conditions of Use

By accessing or using the Platform, users agree to comply with these Terms and all applicable laws and regulations. Users are responsible for ensuring that their use of the Platform does not violate any laws. The Platform may provide tools and features that allow users to interact with each other, post content, and participate in various activities, all of which must adhere to the rules outlined in these Terms.

Creating an account implies that all information and documents contained therein are visible to all other users of the Platform.

The detailed privacy policy can be consulted in the dedicated section on the Platform's website

4.2 Usage Limitations

Users agree not to misuse the Platform or engage in activities that may harm the Platform or its users. This includes but is not limited to:

- Using the Platform for illegal or unauthorized purposes.
- Attempting to hack, disrupt, or compromise the security of the Platform.
- Providing false or misleading information
- Sending spam, phishing, or unsolicited communications.
- Copying, modifying, or distributing any part of the Platform without proper authorization.
- Using offensive, discriminatory, or inappropriate language not permitted by these Terms.

The Platform reserves the right to limit, suspend, or terminate access for users who violate these restrictions at any time and without prior notice.

4.3 User Conduct

Users must behave respectfully toward others on the Platform. Harassment, abuse, threats, discrimination, or any form of harmful behavior will not be tolerated. Users are prohibited from posting or sharing defamatory, obscene, violent, hateful, or otherwise inappropriate content. The Platform reserves the right to remove any content that violates these standards, in the manner and timeframe it deems appropriate, and to take further action, including suspension or termination of the user's account and reporting violations to relevant authorities.

4.4 Age Restrictions

Use of the Platform is reserved for users who meet the minimum age requirement of eighteen years, in compliance with the laws applicable in their jurisdiction. Minor users must have parental or guardian permission to use the Platform, as permitted by law. The Platform reserves the right to request proof of age or parental consent and may suspend or close accounts that violate this policy.

5. Intellectual Property

5.1 Copyright

All content, design elements, graphics, logos, text, images, and software provided on the Platform (collectively, "Platform Content") are the property of the Owner or its licensors and are protected by international copyright laws. Users may not reproduce, distribute, or create derivative works from any Platform Content without prior written permission from the Owner or the appropriate rights holders, except as expressly permitted by law.

5.2 Trademarks

The names, logos, and trademarks displayed on the Platform, as well as any product or service names, slogans, or logos, are registered or unregistered trademarks of the Owner or its rightful holders. Unauthorized use of these trademarks is strictly prohibited, and no license for their use is granted under these Terms.

5.3 User Content and Licenses

By submitting, posting, or displaying any content (including but not limited to text, images, videos, and other materials) on or through the Platform, users grant the Owner a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, distribute, modify, adapt, display, and perform such content in connection with the operation, promotion, and improvement of the Platform.

Users represent that they own or have the necessary rights to the content they post and that such content does not violate third-party rights, including intellectual property, privacy, or publicity rights. The Owner reserves the right to remove any content that infringes on intellectual property rights or violates these Terms.

5.4 Third-Party Content

The Platform may include content provided by third parties, including advertisements, user-generated content, or links to third-party websites. The Owner does not endorse or assume any responsibility for third-party content, and any interaction with third-party websites or services is governed by the terms and policies of those third parties.

6. User Content

6.1 Responsibility for Content

Users are solely responsible for the content they publish, upload, or make available on the Platform. By submitting content, users represent and warrant that they own all rights or have obtained the necessary permissions to use and share such content. Users must ensure that their content complies with all applicable laws, these Terms, the Privacy Policy, and the Platform's content guidelines.

6.2 Content Removal

The Platform reserves the right, but is not obligated, to monitor, review, or remove any user-posted content deemed inappropriate, illegal, misleading, false, harmful, or in violation of these Terms. Content that infringes on intellectual property rights, promotes violence or discrimination, incites hatred, or contains offensive or defamatory material may be removed without prior notice. The Platform also reserves the right to suspend or terminate the accounts of users who repeatedly violate these content standards.

In order to maintain a high level of reliability as a provider of authentic and good quality environmentally friendly solutions, BiP reserves the right to eliminate content and/or users that do not comply with its policies. For more info see our dedicated document.

6.3 Reporting Violations

Users may report content they believe violates these Terms or applicable laws by using the reporting mechanisms available on the Platform. The Platform reserves the right to review reported content and take appropriate action, which may include content removal or other penalties against the user who violated the rules. The Platform's decision on content violations is final.

Reports should be submitted to the email address info@brilliantideasplanet.com with all relevant information necessary to identify the violator, the nature of the violation, and the affected parties.

The Owner aims to respond to reports within 96 hours of receipt, subject to appropriate review periods determined at its sole discretion.

6.4 Content Retention

While users retain ownership of the content they post on the Platform, the Platform is not obligated to store or retain any user content. The Platform may remove or delete content at its discretion or in response to legal requests or reports from other users. Users are responsible for maintaining backup copies of any content they wish to preserve.

7. User Obligations and Responsibilities

7.1 Compliance with Laws

Users must use the Platform in compliance with all applicable local, national, and international laws and regulations. This includes but is not limited to laws concerning intellectual property, data confidentiality, privacy, and online conduct. Users agree not to engage in illegal activities through the Platform, such as fraud, hacking, identity theft, or distribution of illegal materials.

7.2 Data Privacy

Users are responsible for respecting the privacy rights of other users and third parties. This includes the obligation not to collect or distribute personal data without proper consent and to ensure that any personal data shared on the Platform is managed in accordance with applicable privacy and intellectual property laws. Users are also encouraged to protect their privacy by avoiding sharing sensitive or personal information publicly on the Platform.

The detailed privacy policy can be consulted in the dedicated section on the Platform's website

7.3 Misuse of the Platform

Users must not misuse, exploit, or improperly use the Platform or its services. Examples of misuse include but are not limited to:

- Using automated tools (bots, scripts) to manipulate the Platform.
- Exploiting software bugs or vulnerabilities to gain unauthorized access.
- Impersonating other users or entities.
- Sending spam, phishing attempts, or distributing malware.
- Using the Platform to promote violence, harassment, or incitement to hatred.

The Platform reserves the right to investigate and take action against any user engaging in such abuse, including suspension or closure of accounts, as well as reporting the misconduct to relevant authorities.

7.4 Content Integrity

Users agree not to falsify, distort, or manipulate content on the Platform. This includes refraining from creating or spreading false news, disinformation, or deceptive content. Users are required to contribute truthful, accurate, and respectful content on the Platform.

8. Account Closure and Suspension

8.1 Reasons for Closure or Suspension

The Platform reserves the right to close or suspend a user's account at any time, with or without notice, due to violations of these Terms, illegal or harmful activities, or any other reason that compromises the security, integrity, or functionality of the Platform. This includes but is not limited to violations related to content, user conduct, or misuse of the Platform's services.

8.2 Effects of Closure

When a user's account is closed or suspended, access to the Platform, including all content or data associated with the account, may be permanently revoked.

Upon account closure or suspension, the user's right to access the Platform and its services will cease immediately.

The Platform is not obligated to retain or restore any user content or data after the closure. Users will also lose any rights or licenses granted under these Terms.

8.3 User-Initiated Account Closure

Users may close their account at any time by following the procedures provided in the account settings or by contacting customer support. Once the account is closed, users will no longer be authorized to access the Platform. Any obligations or liabilities incurred before the closure will remain valid, and users will be responsible for their actions taken while using the Platform.

8.4 Account Reinstatement

The Platform may, at its sole discretion, decide to reinstate a closed or suspended account if it determines that the reasons for closure or suspension are no longer valid. However, the Platform is not obligated to do so, and users cannot demand the automatic reinstatement of their account.

9. Disclaimers and Liability Limitations

9.1 No Warranty

The Platform and its services are provided "as is" and "as available." The Owner makes no guarantees or representations, explicit or implied, regarding the reliability, availability, accuracy, or completeness of the Platform's content or services. Users acknowledge that they use the Platform at their sole risk. To the fullest extent permitted by law, the Owner disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights.

9.2 Limitation of Liability

In no event will the Owner, its affiliates, directors, employees, agents, or licensors be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from the use or inability to use the Platform, including but not limited to damages for loss of profits, reputation, data, or other intangible losses, even if the Owner has been advised of the possibility of such damages. All agreements entered into between users on the Platform are solely the responsibility of the respective parties. The Platform assumes no liability, responsibility, or involvement in any such agreements.

9.3 Exceptions

In jurisdictions where certain warranty disclaimers or liability limitations are not allowed, and where Italian law cannot be overridden in favor of other jurisdictions, the Owner's liability will be limited to the maximum extent permitted by applicable law.

9.4 Indemnification

Users agree to indemnify and hold harmless the Owner, its affiliates, directors, employees, and agents from any claims, demands, liabilities, damages, losses, administrative and criminal penalties, including legal expenses, arising from or related to:

- The user's violation of these Terms.
- The user's breach of any law or third-party rights.
- Content posted by the user on the Platform or any other actions taken by the user in connection with the Platform.

9.5 No Responsibility for Third-Party Actions

The Owner is not responsible for the actions, content, or conduct of third parties, including other users of the Platform. Users agree that the Owner is not liable for any losses or damages

resulting from interactions with third parties through the Platform or from third-party content available on the Platform.

10. Payments

10.1 Payment Obligations

Purchasing any of the paid Services implies a commitment to pay the applicable fees and taxes, as well as compliance with the specific terms set for such Services. Failure to make payment may result in the suspension or termination of access to paid Services.

Service prices may include additional costs related to currency exchange or location-based price variations (e.g., exchange rate fluctuations).

Users agree to review and accept the contractual conditions and service information of the third-party provider managing payments on the Platform, which is not affiliated with the Owner.

For subscription Services, the cost will be automatically charged to the payment method at the beginning of each period, including applicable taxes for that period. To avoid automatic renewals, users must cancel the subscription before the renewal date. All payments made to the Platform are non-refundable. Users shall retain access to the Platform for the duration of the paid subscription period.

The Owner may modify the economic conditions at any time, providing adequate notice as required by applicable regulations.

Applicable taxes will be calculated based on the billing information provided by the user. Users can access a copy of their invoice by visiting the relevant section in their account settings.

11. Governing Law and Dispute Resolution

11.1 Governing Law

These Terms and any disputes arising from or related to the use of the Platform shall be governed and interpreted in accordance with Italian law.

Users agree that any legal action or proceedings related to these Terms or the Platform shall fall under the exclusive jurisdiction of the Milan Arbitration Chamber or the Court of Milan.

11.2 Dispute Resolution Process

In the event of a dispute between a user and the Owner, both parties agree to first attempt to resolve the dispute amicably by contacting the other party through the contact information provided. If the dispute cannot be resolved within 180 days, the parties agree to seek resolution through the dispute resolution process outlined in these terms.

11.3 Arbitration

Any disputes arising from or related to these Terms or the use of the Platform that cannot be resolved informally shall be settled through binding arbitration. The arbitration will be conducted in accordance with the rules of the Milan Arbitration Chamber, and the arbitrator's decision will be final and binding. Arbitration will take place in Milan and be conducted in Italian. Each party shall bear its own costs and legal fees unless otherwise determined by the arbitrator.

11.4 Class Action Waiver

Users agree to waive any right to participate in class actions, collective arbitrations, or any other form of representative action against the Owner. All disputes will be resolved on an individual basis, and consolidation of claims or collective actions will not be permitted.

11.5 Exceptions to Arbitration

Notwithstanding the above, the Owner reserves the right to seek injunctive relief or other equitable remedies in any competent court to prevent infringement of its intellectual property rights or to address other urgent legal matters that cannot be resolved through arbitration.

11.6 Time Limit for Claims

Any claim or legal action arising from or related to the use of the Platform or these Terms must be filed by the user within one (1) year from the date the claim or cause of action arose, failing which the user's right to bring legal action will be forfeited.

12. Changes to Terms and the Platform

12.1 Changes to Terms

The Owner reserves the right to modify, update, or amend these Terms at any time, at its sole discretion. If changes are made, the Owner will notify users by posting the updated Terms on the Platform or through other appropriate communication channels. It is the user's responsibility to review the Terms periodically. Continued use of the Platform after changes to the Terms are posted constitutes acceptance of the revised Terms.

12.2 Changes to the Platform

The Owner reserves the right to modify, suspend, or discontinue any aspect of the Platform, including features, content, or services, at any time and without notice. The Owner is not liable for any changes that may affect users' ability to access or use the Platform. Users agree that the Owner will not be liable to them or any third party for any modifications, suspensions, or discontinuations of the Platform.

12.3 User Responsibility

Users are responsible for staying informed about any updates or changes to the Terms. Failure to review the updated Terms does not exempt users from their obligations under the modified Terms.