

# Terms & Conditions

## 1. Subject of the contract

These Terms and Conditions regulate any order form or similar document which concerns the service of publishing of advertisements via newsletters, email, web ads, web pages that Vevisible srl ("Vevisible") provides to the buyer ("Buyer").

Each order form ("OF"), duly signed, constitutes an irrevocable proposal for 15 days from its receipt. Vevisible reserves the right to decline the proposal if the order form is not compliant to the suitable OF, if it is not signed, incomplete or it's not fitting to requirements described in the Terms & Conditions.

## 2. Conclusion of the contract

The contract will be considered complete and will be effective by date of Buyer's subscription for acceptance of the OF or by date of sending confirmation via telefax or business correspondence. This contract is the complete agreement regarding these transactions, and supersedes all prior oral or written communications or representations of the parties relating thereto. In case of orders of services without mandatory prior reply, the contract is meant as complete according to art. 1327 Italian Civil Code, it being understood the duty of Vevisible to communicate to the Buyer that service's execution is started.

## 3. Purchase order

The Purchase Order must include: 1) advertisement content; 2) medium chosen for advertisement publishing (newsletter, web page, email and telematic service); 3) unit and complete price of ads; 4) advertisement duration and frequency; 5) payment method; 6) contingent waivers to general sale conditions attached to the OF.

## 4. Payment

Prices of ads are determined into the OF according to the chosen medium. Prices are calculated on a net of VAT basis. If not otherwise agreed by parties, the Buyer shall pay all fees within 30 days after the receipt of the invoice. In case of non-payment, Vevisible may suspend the provision of the service, unless Buyer has provided appropriate security.

As well, in case of non-payment Vevisible reserves the right to collect debts and to sue for damages.

Moreover payment is due in full regarding orders that cannot be processed because of undelivered or delayed items dispatch, or in any case having reference to the Buyer.

## 5. Advertisement content

The Buyer is entitled to draw up the text of the advertisement content and to provide it to Vevisible in the required electronic format.

Text and images must be compliant to formats, technical features and sizes described in the Exhibit attached to the OF.

## **6. Compliance of advertisements.**

The Buyer expressly accepts and acknowledges and agrees to comply with applicable Italian law regarding misleading and comparative advertising and with the Code of Advertising Self-Discipline. The Buyer agrees that publishing of advertisements shall be subject to Vevisible's final approval.

The Buyer guarantees that texts and images contained in ads, or in any website(s) or in application(s) that contain any hate-related, are not violent, offensive, pornographic, indecent, obscene or contrary to any applicable law, statute or regulation and that they do not infringe upon or violate any copyright, mark, patent or other third party right.

The Buyer will indemnify and keep Vevisible fully indemnified from and against all liabilities, claims, actions, proceedings, loss and damages suffered or incurred by Vevisible in consequence of or arising out of any right of third party or breach related to the contents of advertisements.

The Buyer agrees to indemnify Vevisible from any and all claims based on infringement of third parties rights, concerning or arising from the content of published advertisements and from the terms and conditions under this agreement. The Buyer agrees to take all reasonable and necessary measures to hold harmless Vevisible from and against any and all liability to a third party and, in advance, from all costs in defending against or settling any claim by a third party which arise from the content of advertisements.

The Buyer agrees to hold harmless Vevisible from any judicial or extrajudicial claim of a third party arising from improper and undue use of trademarks, licenses, or any other intellectual property of a third party related to provision of the service under this agreement.

## **7. Claims**

The Buyer shall immediately inform Vevisible via registered letter with advance copy sent via fax of any discrepancy in the advertisement published. The registered letter will be effective if received by Vevisible in 5 days from the date of publishing. If Vevisible consider the claim as valid, Vevisible shall remedy as soon as possible, without giving rise to any claim for damages at a greater rate than the fee paid for publishing. If a fatal error occurs in publishing, claimed in 5 days, the Buyer has the right to get a new publishing, without giving rise to any claim for damages.

In case of order not performed without any fault on Vevisible part and not due to Vevisible, the Buyer has the right to ask the refund of fees already paid or a new publishing in accordance with terms and conditions afresh especially agreed with Vevisible.

In case of partial execution not due to Vevisible and without any fault on Vevisible part, the Buyer has the right to get a proportional decrease on agreed charges.

## **8. Confidentiality**

Each party agrees that all other information that it obtains from the other is the confidential property of the disclosing party. Except as expressly and unambiguously allowed in this agreement, the receiving party will not use or disclose any confidential information of the disclosing party, particularly with regard to users' email addresses, telephone numbers and to directories of subscribers.

## **9. Termination provisions**

Veesible has the right to terminate this Agreement with immediate effect according to the art. 1456 of the Italian Civil Code by registered letter to the Buyer in the following case:

- a) if Buyer commits any breach of any obligation mentioned in sections 4,5,6;
- b) if Buyer is declared bankrupt, is granted a moratorium on payment of its debts, winds up its company, or enters into a private composition with its creditors.

In the event of termination, Veesible has the right to compensation for damages which could be suffered.

In the event of termination as clause b), Veesible shall terminate the agreement without any prior notice and without charge.

## **10. Assignment**

The Buyer agrees not to modify or assign in any case this agreement or credit arising from it to any third party without specific written approval of Veesible.

Notwithstanding the above, the Buyer acknowledges and accepts that Veesible may assign to other companies all credits pertaining to this agreement.

## **11. Amendments to the contract**

This agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersede every prior discussion, agreement and representation, both oral and written and whether or not executed, by Veesible and the Buyer. No modification, amendment or other change may be made to this agreement or any part thereof unless a formal written agreement.

In case of conflict between the clauses included in OF and the clauses included in this agreement, the clauses included in OF will prevail, whereas conflicting, provided that they have been expressly approved pursuant the terms of art. 1341 and 1342 of the Italian Civil Code.

## **12. Governing law and court**

This agreement shall be governed by the laws of Italy. The Court of Cagliari shall have exclusive jurisdiction to adjudicate any dispute arising out of the agreement.

## **13. Personal data**

The parties shall strictly comply with any applicable law on personal data protection and particularly within the limits set forth by Italian Decree no. 196/2003. The parties acknowledge and agree that the respective personal data shall be collected and treated by the receiving party only to the extent that is necessary to perform the obligation related to the present agreement.

## **14. Ethical Code**

The Buyer acknowledges that Vevisible srl is a company included in Tiscali Group. The Buyer declares that is aware of the Tiscali Group Ethical Code, published on the website [www.tiscali.it](http://www.tiscali.it) and of the D.Lgs. n.231/2001, related to companies accounting responsibilities and the related *Modello di Organizzazione di Gestione e Controllo* adopted by Tiscali Group, also published on the website [www.tiscali.it](http://www.tiscali.it) and therefore will avoid any behaviour that could result in offence to the D.Lgs. 231/2001.

## **15. Contract registration**

The parties declare that if this agreement relates to transactions subject to VAT (value added tax), the same shall be registered only in case of use and payment of tax and expenditure by the party that requires registration.