

## **GENERAL CONDITIONS OF USE OF THE QOOID PORTAL**

### **Definitions**

Qooid Portal or Portal: means the software with WEB interface developed by Megamente to facilitate the dissemination of copyright works on the web.

Work: means any creative works in the field of science, literature, music, visual arts, architecture, theatre and cinema, in whatever mode or form of expression.

Provider: means, unless otherwise agreed, Megamente S.r.l. with registered offices in Via S. Marco 33 51016 Montecatini Terme (PT) vat number 01422850477 **REA** 148356.

User: any person who has access to the Portal and can view the list of published works therein, but without being able to use the services of upload and download of the files or to access those documents and additional services available only to registered users.

Registered user: any person who, having registered on the Portal, has access to the services offered through this.

### **Premises**

Given that:

- the Provider is a company specialising in the web industry and has created a portal on the web to facilitate the dissemination of works protected by copyright;
- the User has all the necessary access, connections, telecommunications equipment to be able to operate and use the service offered by the Provider;
- the cost of using the telephone line to connect to the Portal and the necessary equipment shall be borne by the User;
- the User may employ only those services that the Provider makes available without the requirement for registration.

### **1. Conditions and changes**

These terms refer to the proper use of the Portal by Users interested in learning its content without the need for registration and limited to navigation. The Provider reserves the right to modify these general terms of use at any time, informing Users thereof on its home page. In this case the changes will be effective for the purposes of the law, without the need for specific and additional approval and in any case 10 days after their publication. Economic changes are not covered by these amendments since they fall within the contractual will of the parties other than the Provider. Any tolerance by Megamente of behaviour that is in violation of the provisions of these terms shall not constitute a waiver of the rights held by that party on the basis of the above. Where any of the conditions is found to be invalid or unenforceable, any invalidity or unenforceability shall not extend to the remaining contractual clauses.

### **2. Copyright and trademarks**

Unless otherwise and specifically provided, all content available on the portal may only be used for informational and/or personal purposes; any other use must be with the prior express approval of the Provider or, if different from these, of the holder of the rights in any way exercisable upon them; it is expressly forbidden to make any commercial or distributive use on other computers; it is also forbidden to make changes to the content on this portal.

The reproduction of graphics of the portal or of any other site developed, licensed, controlled or owned by that company is also prohibited. No logo, graphic, sound or image used on the site may be copied or reproduced without the express approval of the company.

The contents of this site are protected by trade agreements and their use conforms to the laws on trademarks, unfair competition and other laws and may not be copied or imitated.

The names of products and companies which may be mentioned on the Qooid portal may be trademarks of the respective owners, and as such unauthorised use of the same is expressly forbidden.

The software for the portal including updates, which may be provided or otherwise made available to the User under this agreement, shall be

made or acquired by the Provider, that holds all rights of commercial use and this agreement affords no right to the User on the same or on the relevant source codes. It is expressly forbidden for the User to perform those activities referred to in art. 64-bis Law 633/41, such as, but not limited to: the reproduction, extraction, translation, adaptation, distribution to the public in any form or transfer to third parties of software for whatever reason, whether for payment or for free. For the entire duration of the agreement and also subsequently, without the express permission of the Provider, the User is prohibited from performing operations on the software, even for the correction of any faults and/or defects, and activities of duplication, dismantling, processing, editing of software. The User will never acquire the property of the Portal. The source codes and all rights are the exclusive property of the Provider.

All rights not expressly granted herein are reserved.

### **3. Limitations of liability**

The Provider is liable neither to the User nor to entities directly or indirectly related to the same User: for delays, disruptions or suspensions of the Portal, due to third parties, or caused by force majeure or unforeseeable circumstances (including, merely by way of example, and not limited to: suspension, slowing down or malfunction of the telephone service or electricity supply, malfunction of the Internet or Internet service provider or the software used for the Portal, lockouts or strikes, also of the Provider personnel, hindrances or obstacles due to provisions of law or by acts of foreign national authorities, legal provisions or acts or third party actions or other causes not directly attributable to the Provider); an increase or not in business as a result of User activity; due to tampering or intervention by third parties relating to the services or equipment used by the Provider or by the User; inappropriate use of the Portal by the User; malfunctioning of the connection equipment utilised by the User; non-compliance and/or obsolescence of equipment or programs which the User or third parties have; problems or inefficiencies relating to hosting and domain; as a result of service malfunctions, data loss, accidental leakage of personal or sensitive data, and any other type of damage that has occurred as a result of attacks by hackers, thieves, crackers, viruses, etc.

The User shall use the portal and services that are permitted thus relieving substantially and procedurally the Provider against any party for legal/civil or administrative disputes, costs, expenses and damages whatsoever resulting from the use or inability to use the Portal and based on any circumstances of liability including breach of contract, negligence, or other.

The Provider is not responsible for the information posted by registered Users, whose public profile can also be accessible to portal users who are not registered, any liability of the Provider for any breach by the users of the rights of others and for damages, including indirect, consequential to this is also excluded, or for any other damages of any kind, also resulting from the loss of the right of use, loss of information or profits, or from the non compliance with the contract, negligence or other harmful actions, arising from or in any way connected with the use, or information available on, the portal.

The User accepts that the Provider shall not be liable for omissions or errors that may be contained in the materials that pass through the Portal. The User acknowledges that the loading and/or downloading of any programs, files, information from the Net is their own responsibility.

The Provider assumes no additional obligation to those provided in this agreement and offers no guarantees regarding the services performed or due under the same also with respect to the results of such services or their compliance with a specific goal.

### **4. Obligations of the parties**

All Users must use the Portal in strict accordance with these terms and conditions.

Use of the portal is reserved for those who are eighteen years of age or over.

Unregistered users may access the portal and carry out searches in relation to the works contained therein although being able to view, among the results, the data that the author of the work has made accessible to all. It is also possible to search for registered users, of whom, however, unregistered users can only learn the first name, surname and nickname, and view the full profile only where this has been made public by the holder.

Subject to these instruments, whose use is permitted to all users, the Provider reserves several services to only those who have correctly

completed the registration process, entering all the information requested in the appropriate form prepared for that purpose and accepting the terms and conditions of use.

The User agrees not to use the Portal and related services for illegal purposes or contrary to these terms and conditions of use, or in a manner that could damage its functionality, making it unusable, causing overloading, deterioration and/or interference for use of the same by other users.

Any conduct is prohibited which, even as mere attempts, could result in unauthorised access to the Portal, to the services, to other accounts, to systems or networks connected to the same through operations of hacking, password mining or any other means.

The User may not use the portal for commercial or advertising purposes without the express permission of the Provider.

The collecting and disclosure of personal information of other users is forbidden.

The User may not obtain or try to obtain any materials or information reserved for registered users or whose access is otherwise not permitted.

#### **5. Applicable law and reference language**

The parties recognise as exclusively valid, for all the articles and clauses of these conditions, Italian law.

The reference language is Italian.