

## **1. Definitions**

1.1 “ExhibITALIA” means the interactive online service operated by Shin Software SrL (“Shin Software”), a company incorporated in Lesa,(NO) Italy;

1.2 “Shin Software Parties” means Shin Software, its subsidiaries, affiliates, shareholders, directors, officers, employees or licensors nor any of their respective employees agents, third party content providers or licensors;

1.3 “Privacy Policy” means ExhibITALIA’s Privacy Policy as set out at <http://www.exhibitalia.com//sites/default/files/docs/Privacy.pdf>;

1.4 “Services” means online services and 3D platform provided by ExhibITALIA.com, its agents, consultants and affiliates and other third parties;

1.5 “Subscriber” means each person who establishes or accesses a connection for access to and use of the Services;

1.6 “the Website” means the information presented on the World Wide Web of the Internet under the domain and sub-domains of [www.Exhibitalia.com](http://www.Exhibitalia.com) (including [www.ExhibITALIA.com](http://www.ExhibITALIA.com) and [www.ExhibITALIA.org](http://www.ExhibITALIA.org));

## **2. General**

2.1 This agreement, including those terms and conditions expressly set out below, the Privacy Policy and those terms and conditions incorporated by reference (“the Agreement”) describes the terms and conditions applicable to your use of the Services. Please read the terms of this subscriber agreement set out below. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access the Services. By using the Services other than to read this Agreement, you agree with and accept all of the terms and conditions contained in this Agreement.

2.2 Shin Software reserves the right at any time to modify or

discontinue any aspect or feature of the Services, including, but not limited to availability, content, and equipment needed for access or use.

### **3. Amendments to Subscriber Agreement**

Shin Software reserves the right at any time to change, modify, add or delete terms and conditions applicable to the Subscriber's use of the Services, to modify or amend this Agreement, or to impose new conditions by posting a new Subscriber Agreement on the Website, by notifying the Subscriber in electronic form or writing or by any other means by which Subscriber obtains notice thereof. Such changes, modifications, additions or deletions shall be effective immediately upon posting or giving of notice thereof. Any use of the Service by the Subscriber after such posting or notice shall be deemed to constitute acceptance by the Subscriber of such changes, modifications, additions or deletions.

### **4. Membership Eligibility**

4.1 The Services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to minors or to suspended Subscribers. Minor may use the Service only in conjunction with their legal guardians.

4.2 Individuals subscribing on behalf of a corporate entity hereby represent that they have the authority to bind the entity to this Agreement.

### **5. Use of the Services**

5.1 The Subscriber may use the Service for lawful purposes only.

5.2 The right to use the Services is personal to the Subscriber and is not transferable to any other person or entity.

5.3 The Subscriber shall not post or transmit through the Service any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which contains advertising or any solicitation with respect to products or services.

5.4 Except with ExhibITALIA's prior approval in writing, the Subscriber shall not use the Service to advertise or perform any commercial solicitation.

5.5 The Subscriber is responsible for all use of the Service using the Subscriber's login and password and for ensuring that all such use complies with the provisions of this Agreement. Subscriber shall be responsible for protecting the confidentiality of its password.

## **6. Subscriber Submissions**

6.1 Unless otherwise stated in a legal notice contained on a particular web page allowing for submission of content by Subscribers, any communication, which a Subscriber posts on the Website, is considered to be non-confidential. By posting communications to the Website, the Subscriber automatically grants ShinSoftware a royalty-free, perpetual, irrevocable non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicenses.

6.2 In addition to the obligations of the Subscriber under clause 7 of this Subscriber Agreement, the Subscriber shall not post material that reveals trade secrets, unless the Subscriber owns them or has

the permission of the owner to do so; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image; post advertisements or solicitations of business; post chain letters or pyramid schemes; or impersonate another person.

6.3 Shin Software shall have the right, but not the obligation, to monitor the content of the Website, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Shin Software and to satisfy any law, regulation or authorized government request. Shin Software shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Website. Without limiting the foregoing, Shin Software shall have the right to remove any material that Shin Software, in its sole discretion, finds to be in violation of the provisions of this Agreement or otherwise objectionable.

6.4 Shin Software does not represent or guarantee the truthfulness, accuracy, or reliability of any of communications posted by Subscribers or endorses any opinions expressed by Subscribers. The Subscriber acknowledges that any reliance on material posted by other Subscribers will be at their own risk.

## **7. Copyrights and Copyright Agents**

7.1 The Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound (“the Material”). Shin Software retains the copyright in the entire contents of the Website as a collective work and Shin Software owns the copyright in the coordination, selection, arrangement and

enhancement of such content, as well as in the content original to it.

7.2 The Subscriber may not modify, reproduce, publicly perform, publish, transmit, participate in the transfer or sell, create derivative works, or in any way exploit, any of the Material, in whole or in part for commercial or public use. Without limiting the foregoing, the use of the Material on any other website or in a networked computer environment for any purpose whatsoever is specifically prohibited.

7.3 The Subscriber may download copyrighted material for his or her own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Shin Software and, where relevant, the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Subscriber acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

7.4 The Subscriber shall not upload, post or otherwise make available on the Website any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright shall rest with Subscriber. The Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of the Website, the Subscriber automatically grants, and warrants that the owner of such material has expressly granted ShinSoftware the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute

such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Furthermore, the Subscriber authorizes any other Subscriber to access, view, store or reproduce the material for that Subscriber's personal use in accordance with the terms of this Agreement. The Subscriber hereby grants Shin Software the right to edit, copy, publish and distribute any material made available on the Service by Subscriber.

7.5 If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Shin Software's Copyright Agent with the following information:

7.5.1 an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property of interest;

7.5.2 a description of the copyrighted work or other intellectual property that you claim has been infringed;

7.5.3 an identification of where the material that you claim is infringing is located on the site;

7.5.4 your address, telephone number, and email address;

7.5.5 a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;

7.5.6 a statement by you, made under penalty or perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

7.6 Framing of the Website by another site is prohibited without Shin Software's express written permission.

## **8. Fees and Payments**

8.1 The Subscriber is liable to pay all fees in return for the provision of the Service (“Subscription Fees”) on the scale of fees set out at <http://www.ExhibITALIA.com>. Shin Software will charge the Subscription Fees at the beginning of the subscription period and automatically at the end of the subscription period.

8.2 All fees are non-refundable.

8.3 Shin Software may, in its sole discretion, alter the Subscription Fees by giving the Subscriber notice in advance.

8.4 Unless otherwise stated, all fees are quoted in us dollars.

8.5 If the Subscriber fails to pay the Subscription Fees as and when they fall due, Shin Software will be entitled to terminate the Service.

8.6 Unless terminated by Shin Software or by the Subscriber by notice in writing to Shin Software, the Subscriber’s subscription will be renewed automatically.

## **9. Privacy**

ExhibITALIA is concerned about protection of privacy. Any use of the Service is subject to the terms of the Privacy Policy which forms an integral part of this Agreement.

## **10. Disclaimer of warranties and liabilities**

10.1 The Subscriber agrees that his or her access and use of the Service is on “as-is” basis. The Shin Software Parties specifically disclaim any representations or warranties, express or implied, including without limitation, any representations or warranties of accuracy, correctness, completeness, non-infringement, merchantability or fitness for a particular purpose of the content available on the website.

10.2 The Subscriber agrees that the use of the Service is at the Subscriber’s sole risk. The Shin Software Parties do not warrant

that the Service will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Service, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the Website.

10.3 The Shin Software Parties will not be liable (jointly or severally) to you or anyone else as a result of the Subscriber's use of the Service, as a result of any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, or as a result of theft or destruction or unauthorized access to, alteration of, use of record, for indirect, consequential, special, incidental, punitive, or exemplary damages, including, without limitation, lost profits, lost revenues and lost savings (collectively, the "excluded damages") whether or not characterized in negligence, tort, contract, or other theory of liability, even if any of the Shin Software Parties have been warned of the possibility of or could have predicted any of the excluded damages, and irrespective of any failure of an essential purpose of a limited remedy.

10.4 The Subscriber acknowledges particularly that the Shin Software Parties will not be liable for any illegal, defamatory or offensive conduct of other subscribers or third parties.

10.5 If any applicable authority regards any part of this section as to be unenforceable, or if any despite the foregoing, a liability should arise on the part of the Shin Software Parties to the Subscriber or any third parties in any circumstance, such liability will be limited to the greater of:

10.5.1 the amount of the Subscription Fees paid to Shin Software by the Subscriber in the 12 months prior to the action giving rise to liability;

10.5.2 usd100.

## **11. Indemnity**

The Subscriber agrees to defend, indemnify, and hold harmless the Shin Software Parties from and against any claims, actions or demands, including without limitation, reasonable legal and accounting fees, arising out of the use of the Service. Shin Software shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

## **12. Links to Other Sites**

The Website contains links to third party websites. These links are provided solely as a convenience to the Subscriber and not as an endorsement by Shin Software of the contents on such third party websites. Shin Software is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third party websites.

## **13. Business and correspondence with advertisers**

The Subscriber's correspondence or business with advertisers found on or through the Service or the Website and any other representations, terms, conditions and warranties in relation to such dealings are solely between the Subscriber and the advertiser. In no event will Shin Software be liable, directly or indirectly, for any damage or loss of any kind incurred as a consequence of such dealings.

## **14. Termination**

14.1 Either Shin Software or the Subscriber may terminate this Agreement at any time.

14.2 Without limiting the foregoing, Shin Software shall have the

right to immediately terminate the Subscriber's subscription in the event of any conduct by Subscriber which Shin Software, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of this Agreement and Shin Software shall not be liable to the Subscriber for any Subscription Fees paid by such Subscriber in such event.

14.3 The provisions of clauses 6, 7, 11, 17, 18 shall survive termination of this Agreement.

## **15. Trademarks**

ExhibITALIA and its logos are trademarks of Shin Software Srl. All rights reserved. All other trademarks appearing on the Website are the property of their respective owners.

## **16. General**

16.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

16.2 The Subscriber acknowledges that in entering into this Agreement it has not relied on any representation, warranty, agreement, statement or other assurance (except those set out in this agreement) made by or on behalf of Shin Software and that (in the absence of fraud) it will not have and it hereby explicitly waives any right or remedy arising out of any representation, warranty, agreement, statement or other assurance not set out in this agreement.

16.3 Shin Software's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy under this

Agreement shall prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

## **17. Notices**

17.1 Any notice or other communication with Shin Software under or in connection with this Agreement shall be in writing and (unless otherwise agreed in writing) shall be delivered by email to [info@ExhibITALIA.com](mailto:info@ExhibITALIA.com), personally or by a commercial courier to Shin Software S.r.l. - Via De Filippi 5, 28040 Lesa (NO), or at such other address as the relevant party may specify by notice in writing to the other party.

## **18. Governing law**

The construction, validity and performance of this Agreement shall be governed and construed in all respects by Italian law.