



Terms & Conditions

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1. Acceptance of this contract

The fact of navigating on the website www.WEBARTEX.com implies that you fully accept the terms and conditions of this Agreement: any use of the website and its services shall be regulated by this document. WEBARTEX shall have the discretionary power to change and/or correct these clauses - at any time and without need for notification – including any possible updating related to the rules on fees and accreditations: hence, you are asked to view them whenever you access the website so as to check conditions and any possible change to them.

The new version of the Agreement shall be automatically effective after 10 (ten) days since the publication of the update on the website page “Quick links”. Within this period of time, should users not agree with the new terms and conditions they may terminate the Agreement at any time, by contacting the Customer Care Division which shall proceed to cancel subscription. Otherwise, the contract – as updated and amended – shall be deemed accepted by users in its entirety, including all clauses and possible annexes.

WEBARTEX and its users shall act in full autonomy and independence; this Agreement shall not give rise to any relationship of collaboration, agency, representation, association, brokerage, intermediation or employment.

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2. Subject of the contract

The subject of this contract shall be the services and content included in the website in the state in which they can be found when you gain access to it, with the following clarifications:

- the uninterrupted, periodical or continued provision of comprehensive, complete, accurate or updated information on the matters tackled in the website shall not be the subject of this contract;
- the reaching of particular goals or results pursued by users shall not be the subject of this contract;
- pursuant to what envisaged by the Legislative Decree 70/2003 and the Directive 31/2000/EC on e-commerce, WEBARTEX shall not be obliged to supervise the activity carried out on its



website; hence, control over the websites that you can access through the links of this website shall not be the subject of this contract. WEBARTEX shall have no power to check and/or supervise quality, security and lawfulness on these websites – hence it cannot be liable nor intends to be liable for the data contained in them; for any problem and/or damage for users and third parties arising from the use of external websites connected with it through links; for any damage or virus which may harm the visitors' hardware or other property as a result of access, for use and navigation on the website or the downloading of files contained in it or somehow attached or linked to it;

- subject to the above, and bearing this in mind, we therefore ask users to duly consider the fact that WEBARTEX has no power to check the content entered by other users on its website – hence it can ascertain neither the truthfulness, accuracy and lawfulness of this content, nor its consistency and conformity with the above stated provisions.

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3. WEBARTEX liability and rights

WEBARTEX shall reserve its right to remove from its website any material which may reasonably suspected of containing forbidden and/or unlawful messages, or inappropriate, false, misleading, inaccurate or incomplete messages.

Subject to the only liability for fraud or gross negligence, WEBARTEX, its assignees and heirs or executives, employees, shareholders and any other subject linked to it, and for any reason involved in the creation, production, assistance, maintenance or supply of the website, shall not provide compensation for any direct or consequential damage caused to users or third parties – both as loss of profits and actual damage – as a result of the use or failure to use the WEBARTEX website under any form and for whatever reason.

Subject to what envisaged by law, WEBARTEX shall reserve its right to suspend or cancel the account if the user carried out fraudulent activities by using the website or the information and contacts contained in it.

All the material, such as – by way of example – news, photos, information and any other item included in this website, shall be sole property of WEBARTEX, its assignees and heirs: hence, they shall be deemed the only entities entitled to authorize third parties to view and download these data



and information, provided that they are employed only for personal use and not for commercial or profit-making purposes; provided that they are not changed and no activities/works are made on the basis of this material and that said material is not reproduced, shown to the public, spread, disseminated or otherwise used for commercial or public-related purposes.

Any use or transfer of data and information on other websites, as well as their use on the Internet or for any other purpose, shall be forbidden.

If you wish to use the material available on the website for goals other than the goals allowed pursuant to the above stated provisions, you shall be granted the preliminary authorization of the legitimate owners of the copyrights or the licensees of said material, namely only WEBARTEX, its assignees and heirs.

If you wish to faithfully reproduce part of the data and information available on the website so as to use them as printed publications or reproductions on CDs or other supports, you shall contact the Webmaster to be granted the authorization at Dastom - Largo Olgiata N°15 - 00123 Rome after specifying the part of data and information you wish to publish.

The personal data and information on the activities that you wish to offer on the WEBARTEX website shall not:

- a) be false, inaccurate or misleading;
- b) infringe third parties' copyrights, intellectual property rights and industrial rights;
- c) infringe the right to confidentiality and protection of people in relation to the treatment of their personal data and information;
- d) infringe civil, criminal, administrative, E.U. and local laws and regulations including – by way of example – the regulations on goods imports/exports; consumers' protection; unfair competition; racial discrimination and misleading advertising;
- e) include offensive, abusive, slanderous and defamatory news or information, or anyway threats or harassment;
- f) contain obscene, indecent or pornographic material, which offends decency, public order and good morals;
- g) contain viruses or other programs designed to damaging, interfering, tapping or take possession of operating systems, personal data or information;



- h) cause damage or be source of any WEBARTEX liability for whatever reason;
- i) cause a total or partial interruption or suspension of the services provided by WEBARTEX or its suppliers;
- j) cause direct or consequential damage to third parties for whatever reason.

4. WEBARTEX exemption from liability

WEBARTEX shall not be liable for any infringements of third parties' rights by visitors and shall protect its rights before the relevant jurisdictions when they are damaged as a result of the improper use of the material contained in the website.

Users shall take note that WEBARTEX can provide no guarantee in relation to the services offered by users on the website or somehow connected with them. Any condition – precedent or subsequent, express or tacit – with reference to the provision of services or supply of goods by users shall be also ruled out. The same holds true for the granting of representation before courts to users or third parties, as well as the right of holding whoever harmless with reference to any service related or connected with the website or – in a broader sense – related to the supply, delay or failure to deliver the services or goods offered by users.

Users shall also take note of the fact that any WEBARTEX liability or guarantee is ruled out with reference to the completeness or updating of the website, which may somehow refer to the relationship between WEBARTEX and users or anyway affect the contractual relationship existing between the parties.

Users shall commit themselves to holding WEBARTEX, as well as its employees and directors, harmless of any claim or request for damages by third parties, which may arise from even one of the terms and conditions enshrined in this Agreement, legal obligations or third parties' rights.

Users shall declare they are aware and accept the fact that they shall use the WEBARTEX website at their own exclusive risk and that WEBARTEX shall not be responsible for meeting the expectations of the users who access the website, nor ensures that the service does not suffer disruptions and is faultless – in the sense that it can provide safe and protected access.



At any time, WEBARTEX shall have the discretionary power of changing or removing any data contained in the website or services offered as ancillary to the website, without being liable for it.

WEBARTEX does not ensure the continued and uninterrupted access to its website and services, which may be affected by factors beyond its control. Since WEBARTEX has no control over transactions, in the event of disputes users shall commit themselves to holding WEBARTEX harmless and therefore shall commit themselves not to requesting compensation from WEBARTEX – or its employees, directors and representatives, for whatever reason.

Within the limits envisaged by law and subject to consumers' rights, under no circumstances WEBARTEX shall be held liable for economic losses, direct and consequential damage – also to the image – possibly suffered by users or third parties as a result of the use of its website or its services. WEBARTEX clarifies that the entry of data collected on the website has been authorized by the right owners or is related to material know to the public.

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5. Users' rights and liability

Users who provide and enter on the website any data, news or offers shall be authorized to do so and shall shoulder full responsibility for their entitlement to publish and spread the data offered, as well as their truthfulness and lawfulness. Therefore, users shall expressly hold WEBARTEX harmless of any liability in this regard.

Should users enter material on the website involuntarily, without the authorization of the right owner or infringing the law, they are requested to inform the Company at the e-mail address legale@WEBARTEX.com, which will proceed to remove it as soon as possible or change and/or correct the elements which were published by infringing third parties' rights or legal provisions.

Users shall be the only subjects liable for any damage caused to third parties as a result of any use of the material or services provided on the website. Users shall commit themselves not to entering into the website or send through it material which may be considered defamatory, offensive, obscene, abusive or damaging for third parties' rights; which may encourage racial discrimination or be discriminatory; which may infringe the obligations of confidentiality, privacy, industrial secrets, third parties' property rights or legal provisions, or for which the related licences or authorizations to use have not been obtained.



Users shall expressly state that they relieve WEBARTEX of any liability in this regard and shall commit themselves to compensating WEBARTEX for any claim by third parties for whatever reason, including possible costs, legal expenses, court fees and ancillary charges.

The users who send to WEBARTEX any kind of information and data shall ensure they are authorized – by unlimited and irrevocable licence – to use, reproduce, publish, change, transmit and disseminate – by way of example – any information and data provided and the consequent ones, and shall agree to consider WEBARTEX the holder of the right to use any idea, concept, know-how or technique that users entered on the website for whatever reason.

Users shall commit themselves not to publishing or sending through this website any material which may be reasonably considered an encouragement to offences or behaviours which may be source of civil liability or run counter to the laws of any country, relevant authority or may infringe third parties' rights protected in any part of the world.

Users are warned against connecting the WEBARTEX website with indecent or inappropriate websites and – in the event of this circumstance occurring voluntarily or not – they shall be obliged to immediately disconnect. Should this not be done immediately, upon an express request by WEBARTEX, said behaviour shall be source of users' liability vis-à-vis WEBARTEX, also in terms of damage to the website professional and commercial reputation.

By accepting the Agreement, users shall commit themselves not to using software programs or other automatic or hand mechanisms which may interfere with the proper functioning of the website without a WEBARTEX express authorization in writing.

Furthermore, users shall also commit themselves not to carrying out any action which may cause an overloading of the portal, technological and system infrastructure activities; not to copying, reproducing, altering, changing or disclosing the website content (except for personal details) without the written authorization or express consent of the third parties holding the intellectual property rights on said content.



6. Fees

The registration with the website is free.

The advertisement of an exhibition/space/service shall be subject to the payment of a Fee related to the hosting service provided by WEBARTEX on the website in relation to the type of advertisement selected.

Fees and all applicable taxes shall be paid within 5 days since the request.

By accepting this Agreement, users shall authorize WEBARTEX to send any invoice by e-mail to the address provided by users.

When entering the advertisement in the appropriate category, users shall have the possibility of checking the related fees by viewing them in Preview. Should a new service be introduced, the related fees shall be effective as from the date when it is available.

Subject to what otherwise provided, all fees shall be denominated in euros (EUR).

WEBARTEX shall not be liable for the payment of taxes, duties and other auxiliary charges as a result of transactions carried out on the website.

Users in the E.U. member states (including Italy) may be subject to VAT.

Further information on the rules related to fees, accreditations, invoicing and payment may be found on the Website page regarding Fees.

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7. Security of transactions

In its capacity as hosting service provider, WEBARTEX cannot ensure the truthfulness of the personal data provided by users during the registration phase.

This is the reason why WEBARTEX shall not be liable for possible direct and consequential damage suffered as a result of the use of false data by users. Therefore we invite you to collect all the information related to the subjects with whom users intend to carry out transactions – particularly in case of international transactions - and, to this end, users can also use the feedback system based on our users' indications.

8. Advertisements on WEBARTEX

In order to advertise an exhibition/space/service on WEBARTEX, customers shall be legally entitled to do so – a circumstance that they shall motivate timely and describe accurately.

Advertisements can include a text or graphic description or pictures, which outline the exhibition, space and service advertised and shall be entered in the appropriate category.

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9. Suspension of customers

Subject to the usual remedies envisaged by law in case of breach of contract, WEBARTEX shall reserve its right to send a notice, suspend the customer for a fixed term or indefinitely, by disrupting the supply of its services in the event of:

- a) infringements of this Agreement and the rules enshrined in the pages opened through links;
- b) WEBARTEX impossibility to check the authenticity of the information and data provided during the registration phase or during the use of service;
- c) actions which may entail substantial economic losses or legal liability for WEBARTEX or other users.

In case of temporary or indefinite suspension, it shall not be possible to register again with personal information and data associated with the suspended account.

Other users may pass judgements on the conduct of a customer that he may deem false or damaging his image, honour or personal and/or commercial reputation. In this case, regardless of the decision to cancel or not said judgements, the customer shall forgo any claim vis-à-vis WEBARTEX in relation to said content, by recognizing that WEBARTEX has no power to check and control it.

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10. Applicable law

This contract shall be regulated by the Italian law or by the legislation of the user's country if the latter requires its implementation for recognizing the validity and enforceability of this contract.

However, any change to the provisions enshrined in this Agreement, shall be proven in writing.



The WEBARTEX temporary tolerance or the failure to claim and exercise one of its rights shall not be construed as a waiver to take actions vis-à-vis users or third parties as a result of the commitments undertaken in this Agreement.

Should a clause of this Agreement be null and void, the possible nullity, voidness or invalidity shall not extend to the remaining contract clauses.

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11. Mediation, conciliation and arbitration

All disputes arising from this Agreement, including those related to its validity, interpretation, performance and termination, may be referred to the attempt for mediation and conciliation envisaged by the Online Mediation, Conciliation and Arbitration Service of the Rome Arbitration Chamber (for additional information see the website <http://www.camera-arbitrale.it>).

Should this attempt fail, the dispute shall be referred to arbitration proceedings and settled by an arbitration Board, composed of three members, two of whom appointed by each party and the third, who shall act as President, appointed jointly by both parties or - in case of disagreement – by the President of the Rome Court.

The Board shall decide by procedure and law. The language of the arbitration proceedings shall be Italian. The venue shall be the President's office or, anyway, in Rome. The applicable law shall be the Italian law regulating these matters.

The ROME Court shall have exclusive jurisdiction on all the disputes related to the payment of fees for the use of the WEBARTEX services.

12. Copyright/Trademark

Copyright © WEBARTEX 2007. All rights reserved.

It shall be absolutely forbidden to show, copy, claim, republish or change the marks (both registered or not) of products and services, domains, logos, any material and distinctive signs or software container in the WEBARTEX website or in one of its attachments, without a prior specific and formal authorization by their owner.



Any action reserved for the owner of rights - as envisaged by national and international laws on marks and distinctive signs - and undertaken without his authorization shall be liable to civil and criminal prosecution.

All the other marks, names of products and services, domains, corporate names, logos and distinctive signs which appear on the website belong to their owners. Under no circumstances shall WEBARTEX be authorized to grant their use to third parties.

All documents, pictures, sounds, databases, software and any other material included in the website shall be protected by copyright. Any action reserved for the owner of rights - as envisaged by national and international laws on marks and distinctive signs - and undertaken without his authorization shall be liable to civil and criminal prosecution. The digital reproduction (except for the temporary video one necessary for viewing the website pages), as well as the analog or print reproduction and any other action for the exercise of the economic or moral rights reserved to the owners shall be forbidden – with any analog or digital means - without the owners’ written consent. As an exception to the above, copy of the material available on the website shall be allowed only for personal and non commercial purposes (provided that it does not imply the sending, communication to the public and spreading on computer networks or other media), provided that no change is made to this material and the copy bears the title of the work (if any), the author’s name (if indicated) and the copyright reservation expressed by the symbol “©” followed by the current year and the name of the website owner. Quotations shall be also allowed for reporting, study or review purposes, provided they bear the title of the work, the author’s name and the source, including the web address.

The graphics, structure and any other element of the website are protected by commercial laws: hence they cannot be fully or partially copied, imitated, reproduced or anyway used without WEBARTEX prior written consent.



13. Communications to WEBARTEX

WEBARTEX is a registered mark owned by WEBARTEX Srl, Rome.

Subject to what otherwise envisaged, any communication shall be sent to the following address:

For communications by mail:

WEBARTEX SRL

To the kind attention of the Legal Affairs Division (Italy)

Via Leonida Bissolati, 54

00187 Rome (RM)

Italy

For e-mail communications:

info@webartex.com

legale@webartex.com

admin@webartex.com

advertising@webartex.com

privacy@webartex.com

help@webartex.com

banner@webartex.com

WEBARTEX SRL

Via Leonida Bissolati, 54

00187 Rome (RM)

Tel (+39) 06.42114222

Fax (+39) 06.42114221

VAT number, tax code and number of registration with the Rome Register for Companies:

06446071000

14. Unconscionable clauses

Users shall expressly accept the following clauses of this Agreement – after fully reading them and understanding their meaning:

- ART. 1 : Acceptance of this contract
- ART. 2: Subject of the contract
- ART. 3: WEBARTEX rights and liability
- ART. 4: WEBARTEX exemption from liability
- ART. 5: Users' rights and liability
- ART. 6: Fees
- ART. 7: Security of transactions
- ART. 8: Advertisements on WEBARTEX
- ART. 9: Suspension of customer
- ART. 10: Applicable law
- ART. 11: Mediation, conciliation and arbitration
- ART. 12: Copyright/Trademark
- ART. 13: Communications to WEBARTEX
- ART. 14: Unconscionable clauses

The navigation on this website, the entry of data and information into it, as well as the contacts between users, which take place through the website or by means of the news and material published on it, shall determine the users' immediate and unconditional acceptance of all the clauses of this Agreement.