

# TERMS OF SERVICE

## 1. Conditions

By using and/or visiting this website (and any other connected to this site) you signify your agreement to these terms and conditions (the "Terms of Service") and Paperator's privacy notice, found at <http://www.paperator.com/privacy.pdf>. Paperator is the name of the service offered by Pointersoft srl located in Verona, Viale del Lavoro 33, Italy. Paperator is also used in this agreement to identify the company.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING PAPERATOR PRIVACY NOTICE, THE GUIDELINES AND FUTURE MODIFICATIONS (THE "TERMS OF SERVICE"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE TERMINATE IMMEDIATELY THE USE OF THIS SERVICE.

### 1.1 Modifications of terms of service

At its discretion, Paperator reserves the right, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes.

## 2. Description of the service

The subject of the agreement is the supply from paperator.com of a personal and reserved webspace for the publication of videos, images, audios and texts (hereafter referred to as "Contents"). Paperator reserves the right to deny to point directly to its site from other sites (for example if the Internet traffic generated by the User is considered too high). The service is not free. Prices and service features are explained at <http://www.paperator.com/?sh=prices>.

### 2.1 Acceptance of the service

In using the service, you state and assure that:

1. you are 18 years old or older. In using the service, a minor must be allowed by his parents or by the people who have the parental authority or custody of the child; they are, therefore, the only responsible for any behaviour held by the minor;
2. if you are using or opening an account on behalf of a company, entity, or organization then you represent and warrant that you are an authorized representative of that subscribing organization with the authority to bind such organization to these terms;
3. if you upload or update your contents periodically some laws of some country could require particular authorizations. Please check your country legislation. In any case Paperator is not responsible if some authorizations regarding your contents are missing.
4. you do not share content protected by copyright or other peoples content unless you own the rights or have permission from the owner.

## 3. Paperator Accounts

In order to access the service, you will have to create a Paperator account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Paperator immediately of any breach of security or unauthorized use of your account. Although Paperator will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Paperator or others due to such unauthorized use.

## 4. Copyrights of Paperator

All the rights of intellectual property related to the present website and connected to it belong to Paperator. The User commits therefore himself:

1. not to download, upload, copy, print, reproduce, grant the licence, completely or partially, any Content of the site. The reproduction of the Contents from Paperator is allowed only after explicit permission of Paperator or if they are included in the purchased service;
2. to use the service without infringing the Italian laws, the laws of other Countries and in a proper way.
3. the activity to resell the service to user's own clients is allowed only after explicit permission of Paperator;

## 5. Copyrights of the Contents uploaded on Paperator (updated on 08/29/2008)

The User keeps the property rights of any content he uploaded and converted on the website. The upload of contents by the Users automatically establishes by itself the granting to Paperator of a free of charge licence not exclusive, to publish, to spread, to reproduce, to encode, to store, to save, to distribute, all the

contents uploaded on Paperator by Users. By deleting a content the User automatically revokes the licence limited to the deleted content.

## **6. Contents**

The User commits himself not to publish Contents:

Pornographic, obscene, or paedophilian; that cause in any way damage to minors; blasphemous or offensive to the morals, ethics and to any religious belief; with purposes against public order, that sing praises to violence or racial hate; illegally detained or bought by the User (pirate software, unauthorized copies, etc.); tied up to the gambling, competitions, games that ask for a money participation; protected by copyright, whether being audio, text, images or fragments of video without getting the previous authorization from the rights holder; that are damaging to third party, with particular reference to copyrights or other rights of intellectual and industrial property; that contain virus or other software that may damage or influence the functionality of the site; that promote or induce to illegal activity; that contain utilizations of images fixed or on the move, of common and/or famous people, or that refer to these without their previous authorization; that contain deceptive or comparative advertising messages as by law in force enacted (l. 49/2005) that violate or induce to violate any law or regulation. It is particularly forbidden the use of the service to cause in any way prejudice to third party or to commit or to encourage any kind of crime.

## **7. Warranties and liability of Paperator**

Paperator does its best to assure the continuity of the service, except in case of:

Force Majeur or fortuitous event; tampering on the services or on the equipment, carried out by the User or by third party; wrong use of the services by the User; faulty operation of the connection devices used by the User, even when it is due to the non-observance of the laws and rules on safety, prevention, accidents and industrial injuries.

Paperator is moreover not responsible towards the User and third party for the direct or indirect damages caused by the mismanagement (suspensions, interruptions, etc.) due to fortuitous event or for Force Majeur, except for the ones imputable to malice or gross negligence of Paperator.

Paperator has no obligation to oversee the contents diffused through the service, nor the obligation to actively seek facts or circumstances that point out the presence of illegitimate activity; Paperator is therefore exonerated from any responsibility in case of possible controversy on the legality, truthfulness, correctness, quality, originality and paternity of the material put into the website.

If Paperator becomes acquainted with the illegitimate or prejudicial feature of the Content published online by the User, it will immediately remove the information or it will disable the access to them.

Paperator, besides, declines every responsibility for possible violation of intellectual rights on Contents by third party, as well as for the possible loss, cancellation or alteration, momentary or definitive, of Contents for any cause.

## **8. Virus and connections to third sites**

Paperator commits itself to maintain the Web Site without virus, but it doesn't guarantee that it is immune of them. The User has therefore to adopt suitable safety measures and he has to use an antivirus program to avoid the loading of virus on his own software. In case of hypertext link to third sites, Paperator doesn't have any responsibility for the possible illegitimate content of these, neither some obligation of control them.

## **9. Indemnity agreement**

The User is forced to release the liability and to hold uninjured Paperator as well as the checked and connected subjects and its representatives, its agents, its employees and third party to which Paperator has granted the utilization rights of the inserted material, from all the losses, the damages, the responsibilities, the costs, the burdens and the expenses, including the possible legal expenses that might be suffered or sustained by Paperator as a consequence of any publication and/or use of the Contents uploaded by the User on Paperator, and/or of any default from the User of the obligations and warranties written in this agreement and however connected to the use of the service, also in case of compensation for damages claimed by third party.

## **10. Suspension of the service**

Paperator has the right to remove, without notice, the account of the User and any Content produced and published by him that violates the conditions of this agreement.

## **11. Express cancellation clause**

According to art. 1456 c.c. (Italian civil code), in case of violation of one of the foregoing norms, Paperator will rescind by full right this agreement without notice and without being bound to pay any indemnity, except the reimbursement of incidental damages suffered.

## **12. Removal of the account for inactivity**

If the User doesn't use the service Paperator for over 4 months in succession, Paperator has the right to disable his access to the site. Changes of terms and conditions of use Paperator has the right to modify these conditions in every moment and without notice. In using the service, the User has to completely accept the new conditions.

## **13. Governing Law and Jurisdiction**

The validity, interpretation and performance of this agreement shall be governed by interpreted in accordance with the Laws of the Italian State. The Court of Tribunale di Verona Located at Verona, Italy shall have exclusive jurisdiction over any lawsuit arising out in relation to or in connection with this agreement.

**Explicit approval of the clauses**

According to articles 1341 and 1342 of c.c. (Italian civil code), the User states to have read and to approve the following clauses of this agreement: 1. Conditions, 1.1 Modifications of terms of service, 2. Description of the service, 2.1 Acceptance of the service, 3. Paperator Accounts, 4. Copyrights of Paperator, 5. Copyrights of the Contents uploaded on Paperator, 6. Contents, 7. Warranties and liability of Paperator, 8. Virus and connections to third sites, 9. Indemnity agreement (manleva), 10. Suspension of the service, 11. Express cancellation clause, 12. Removal of the account for inactivity, 13. Applicable law and Competent jurisdiction.