

CONTRACT FOR ACCESS TO RESERVED AREA FOR THE USE OF PHOTOGRAPHIC
ARTWORKS OF THE DIGITAL PHOTOGRAPHIC ARCHIVE ARALDO DE LUCA SAS

Preamble:

This agreement is a contract entered into by Araldo De Luca s.a.s. (hereinafter, for the sake of brevity, referred to as the “Licensor” or “ADL”), registered office in via Antonio Garbasso 19, - 00146 Rome, VAT number 03591561000, and

Name of the Company
registered office
VAT number/tax code

(hereinafter, for the sake of brevity, referred to as the Licensee) (hereinafter, together, the Contractors): in order to obtain a Password which allows access to the Reserved Area of the digital photographic Archive on the www.araldodeluca.com site (hereinafter, for the sake of brevity, referred to as the “Site”) and to download Photographic Works (hereinafter, for the sake of brevity, referred to as the “Photographic Artworks”), of the photographer Araldo De Luca which are part of the same. It implies the acceptance of the Terms regarding the License of the Photographic Artworks, the Terms regarding the Conditions of Use of the Site and the Privacy (documents attached), of which it is an integral part.

To execute the contract, the Licensee undertakes to print this contract and to send it by fax number +39 1782270555 or by e-mail info@araldodeluca.com, and by post to Araldo De Luca s.a.s., via Antonio Garbasso, 19 - 00146 Roma, initialed on each page and signed in full at the end.

In regard of the preamble, that is an integral part of this Agreement, the Contractors agree the subsequent conditions:

1. The Photographic Artworks contained in the digital photographic Archive are the property of ADL and are protected by copyright. The way in which the Licensee may use the Photographic Artworks contained in the digital photographic Archive is limited by this agreement and is established before of any use or access.
2. To obtain the Photographic Artworks for layouts or in high resolution, the user must register with the Site and sign this contract.
3. By virtue of such, ADL will provide the Licensee with a Password, the use of which is strictly personal; ADL therefore prohibits its communication to third parties. The Password grants access to a Reserved Area in which Orders can be made and Photographic Artworks can be downloaded.
4. To make an Order, the Licensee must complete the Order Form on the www.araldodeluca.com Site and specify the Conditions of Use for each Photographic Artwork requested. In order to be able to download the high resolution Photographic Artworks, the user has to confirm the Conditions of Use previously indicated and agreed. When the Photographic Artworks are downloaded, the Conditions of Use are sent by e-mail to the Licensor and to the Licensee for information and are an integral part of said contract.
5. The Photographic Artworks may be used exclusively in observance of the limitations and conditions established during the course of negotiations. Said conditions are shown in the Order Form and subsequently in the Conditions of Use which will be an integral part of the subsequent contract.
6. ADL prohibits the use of each single Photographic Artwork beyond that which has been established in the Conditions of Use agreed in writing between the Parties (Order Form completed in the user’s Reserved Area on the Site). Therefore, if the provisions of this agreement are breached, ADL shall consider itself free to take action against the Licensee as regards any illegitimate use and/or reproduction of the Photographic Artworks by third parties.
7. The Photographic Artworks may not, in any event, be ceded to third parties.
8. The Licensee undertakes to destroy the digital files of the Photographic Artworks under the License Contract.

9. In accordance with in force law on copyright, ADL prohibits any alteration or manipulation of the Photographic Artworks. The Licensee undertakes to include the credit www.araldodeluca.com or Araldo De Luca alongside any Photographic Artwork published and to send ADL a copy of the publications in which the Photographic Artworks are used.

10. The fee for the right of use will be calculated on the basis of the information contained in the Conditions of Use of each single Photographic Artwork completed by the Licensee at the time of the Order, agreed with the Licensor in writing and confirmed by the Licensee when downloaded.

11. An invoice will be issued when the selected Photographic Artworks are placed in the Reserved Area assigned to the Licensee and must be paid on demand unless otherwise agreed written by the Parties.

12. The personal details and information provided to ADL at the time of registration will be handled in respect of the regulations and obligations regarding confidentiality under Legislative Decree "Protection of persons and other parties with respect to the handling of personal details".

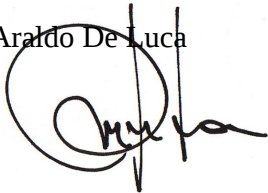
13. All correspondence and the above-mentioned requests for authorization must be made in writing to the following address: Araldo De Luca s.a.s., Via Antonio Garbasso, 19 - 00146 Roma, or by fax number +39 1782270555 or by e-mail info@araldodeluca.com.

14. The Contractors agree that for any dispute should rise consequently to this Agreement, it will be assigned to the jurisdiction of the Court of Rome.

Date _____

Licensor

Araldo De Luca

A handwritten signature in black ink, appearing to read 'Araldo De Luca', written over a circular stamp or mark.

Licensee signature

[if it's a Corporate body, Company or Association it's necessary to indicate in extenso the name of the Company and the name of the legal representative pro tempore that have to subscribe the Agreement]

IMPORTANT: it's necessary to fill your data on the first page of the contract.

LICENCE TERMS FOR RIGHTS TO REPRODUCE THE PHOTOGRAPHIC ARTWORKS OF ARALDO DE LUCA SAS

Preamble

This agreement is a legal contract between Araldo De Luca s.a.s (hereinafter, for the sake of brevity, referred to as ADL or the Licensor) and the Customer (hereinafter referred to as the Licensee), the subject of which is the access to the digital photographic Archive on the www.araldodeluca.com site (hereinafter, for the sake of brevity, referred to as the Site), by means of a Password and the non-exclusive license of use of the rights to reproduce the photographic works (hereinafter, for the sake of brevity, referred to as the Photographic Artwork) by the photographer Araldo De Luca that are part of which.

1. Conditions of Use of the Images

The negotiation relative to the license of the rights to reproduce the Photographic Artworks may only take place in writing (by e-mail or by fax).

In order for the grant to take place, when making the order, the Licensee undertakes to complete the Order Form available on the Site and relative to each single Image selected. The Order Form is an integral part of the license contract of the Photographic Artworks and contains the details of the Conditions of Use, namely:

1. The **name** of the employer in whose name and/or of the customer on behalf of whom the license of use of the right to reproduce the Photographic Artworks is being requested (such as in the case of an iconographic researcher who works for third parties).
2. The **number** of reproductions envisaged for the hard and/or soft copy (CD-ROM) publications or other.
3. The **languages** used for the publication.
4. The **diffusion** (national and/or international) of the projects that are going to be undertaken with the Photographic Artworks.
5. The **use** of the Images in the project for which the same are being requested.
6. Any **other information** that may be expressly requested by ADL.

In the event that the Licensee, at the time of the download, decides to change the Conditions of Use established previously on the Order Form on the Site, the same may not proceed with the download and the new Conditions of Use of each Photographic Artwork must be established by a new written negotiation and shown in a new Order Form on the Site.

ADL reserves the right, on the request of the Licensee, to establish the means of delivery of the Photographic Artworks such as the delivery of the Photographic Artworks by e-mail, on CD-ROM or any other electronic support. In said case, the Licensee should indicate the means chosen by completing the specific field on the Form containing the Conditions of Use of the Photographic Artworks or communicating such by e-mail or fax.

ADL permits the downloading of the Photographic Artworks for their use in presentations and layouts. Only one copy of the Photographic Artwork may be used; it is hereby understood that the digital file of the Photographic Artwork will be destroyed after use.

2. Copyright

All of the Photographic Artworks belonging to ADL's Photographic Archive are protected by copyright. The unauthorized use of the Photographic Artworks constitutes a violation of Copyright Law and may be punished under the provisions of Italian Law 633/41.

The Licensee undertakes to place the relative credits alongside each photograph used, citing the Author as www.araldodeluca.com, in accordance with the provisions of art. 90 Law 633/41. Any violation of the above may lead to legal action.

The Licensee is not authorized in any case to use the Photographic Artworks for other purposes without the authorization of ADL or of the persons shown, if any, of the museums, libraries or institutions that are covered by copyright, economic rights over their use or any other right on photographs or on the reproduction of works of art. ADL will not be held liable in any case, in the event in which the subjects shown in the Photographic

Artworks and/or holders of any copyright under any title over the Images do not grant express authorization for the reproduction of the same.

For the reproduction of the Photographic Artworks that represent an artistic subject by living artists or by artists that died less than 70 years ago, the Licensee must seek the authorization of the rights holder or of the SIAE that represents such.

The Photographic Artworks are protected throughout the world by copyright law. ADL shall not be liable for any improper or unauthorized use of the Photographic Artworks in breach of the provisions contained herein.

3. Limitations of use

The Photographic Artworks are not sold, only the right of reproduction is ceded. In this sense, the rights conceded are non-exclusive and strictly limited to the use established on the Order Form that should be completed on the Site and illustrated in the Conditions of Use which must be confirmed when the Photographic Artworks are downloaded.

The cost of reproduction rights depends on the type of use agreed in writing at the time of the Order and illustrated in the Conditions of Use. Any further use must be established in advance with ADL in writing (by e-mail or fax).

The Licensee assumes full responsibility for the accuracy of the information provided during the Registration on the Site and for that contained in the Conditions of Use attached to each Photographic Artwork.

ADL reserves the right, on any grounds, to refuse the reproduction rights of one or more Photographic Artworks. The files of the Photographic Artworks must be promptly destroyed or cancelled after the use illustrated in the Conditions of Use.

4. Penalties

For any breach of the provisions regarding the limitations of use of the agreed reproduction rights of the Photographic Artworks, the Licensee will be bound to pay ADL a penalty to compensate the damages to be established on the basis of the gravity of the breach.

5. Unauthorized Uses

Any use not mentioned on the Order Form will be considered illegitimate. It is absolutely prohibited to use the Photographic Artworks beyond the agreements made during written negotiations and contained in the Conditions of Use illustrated on the Site. It is absolutely prohibited to place the Photographic Artworks on-line (for example on the internet) and/or on digital support (such as, by way of example, CD ROM and/or any other current or future telematic support invented) without prior written notification and the approval of the Licensor.

It is absolutely prohibited to use the Photographic Artworks for advertising campaigns or press releases on paper or digital support without the consensus of the Licensor in writing. ADL reserves the right to take legal action against the Licensee in the event of the illegitimate and/or unauthorized use of the Photographic Artworks which may have detrimental moral or economic consequences. The Licensee undertakes not to perform the following actions as regards the Photographic Artworks without the prior written authorization of ADL: superimpose them, trim them or join them to other Photographic Artworks; associate them with wording or other symbols that substantially change the subject or meaning of the Photographic Artworks; manipulate them in the sense of resizing them, extrapolate details from them or alter their qualitative composition; associate them with any form of pornography; harm their integrity in any way; loan them; hire them, sell them as well as transfer them onto CD, BBS or use them in any other form of on-line service.

Failure to pay the invoice by the established date is considered a breach of this agreement and may lead to legal action.

6. Cancellation and Suspension

In the case of non-fulfilment of the obligations of this agreement by one of the Parties, the other party may send notice to fulfil.

If within 15 days of said notice, the other Party has still not fulfilled its obligations, the agreement may be legally cancelled.

The Parties agree that, in addition to the standard grounds for cancellation provided for by the legislation in force, this agreement may be legally cancelled under the provisions of art. 1456 of the Italian civil code in the following cases: Infringement by the Licensee of the Conditions of Use of each Image agreed with ADL and confirmed in the Order Form attached to the contract and an integral part of the same; Non-fulfilment by the Licensee of the obligations regarding the protection of the copyright rights of ADL.

Cancellation will be automatic and legally effective 15 days from receipt by the Licensee of the notice from ADL containing the declaration of the same to avail itself of this clause.

In any event, ADL shall have the right to suspend the Licensee's access to the Reserved Area with immediate effect as a precaution without prejudice to any other remedy provided for by law.

7. Applicable law and Exclusive jurisdiction

This contract shall be regulated by Italian law. The Court of Rome shall have exclusive jurisdiction over any dispute relative to the provision of the service and/or the interpretation and/or execution of this contract.

CONDITIONS OF USE OF THE WEB SITE WWW.ARALDODELUCA.COM

The right to use the Site and its contents is permitted on acceptance of the Terms and Conditions illustrated below.

Preamble

Araldo De Luca s.a.s (hereinafter, for the sake of brevity, referred to as ADL or the «Licensor») holds all of the rights of ownership of the Photographic Artworks taken by photographer Araldo De Luca (hereinafter, for the sake of brevity, the Photographic Artworks), as well as a digital photographic archive on the www.araldodeluca.com site (hereinafter, for the sake of brevity, referred to as the Site). The Customer (hereinafter, for the sake of brevity, referred to as the «Licensee») is interested in using the high resolution Photographic Artworks selected on consulting the Archive and identified by means of a specific code number, for a specific period of time and for several specific purposes.

1. Conditions of Use of the Site

ADL has set up a Reserved Area on its Site in which all of the operations relative to granting the above use are performed. Access to the Reserved Area is achieved by means of a Password which is assigned by ADL.

ADL will assign the Password following the precise identification of the Licensee who, by registering himself on the specific form available on the Site, can request such as a “new user”.

The assignment of the Password is bound by this agreement which comprises three points, the last of which, the Contract of Access to the Reserved Area, should be signed by the Licensee and sent to the Licensor by fax, the original copy of which should then be sent by post as illustrated below.

The Password will be assigned by ADL, whose decision on the same is final, and its use is strictly personal. The Password may not be transferred, under any title, to third parties nor may it be used for purposes other than those for which it has been granted.

To obtain the Password, the Licensee undertakes to provide ADL with all of the information requested which permits the identification of the same. The assignment of the Password will enable the Licensee to access the Reserved Area in which the same may select, on each occasion, the chosen Photographic Artworks and download such.

In the event that the Licensee is acting in the name and on behalf of an employer, the same undertakes to inform ADL of the name of the latter. The employer, represented by its pro-tempore legal representative, undertakes to use the in compliance with the terms and conditions envisaged herein and will be bound, jointly with ADL, by all of the obligations deriving thereof.

In the event that the conduct of the Licensee in the Reserved Area with relation to the use of the Photographic Artworks does not comply with the provisions of this agreement, ADL will send an initial warning via email to the Licensee. In the event that this illegitimate conduct continues, ADL will organise the suspension of the Licensee’s access to the Reserved Area as a precautionary measure, and will send a second warning. In the event of further non-compliance, the contract will be legally cancelled.

2. Cancellation and suspension

If the Licensee fails to comply with the Conditions of Use of the Site, this agreement will be legally cancelled under art. 1456 of the Italian civil code, in addition to the standard grounds for cancellation provided for by the legislation in force.

The cancellation will have automatic and legal effect when the Licensee receives the declaration by ADL of its intention to avail itself of this clause by registered mail with return receipt.

In any event, ADL shall have the right to suspend the Licensee’s access to the Reserved Area, with immediate effect, as a precautionary measure without prejudice to any other remedy provided for by law.

3. Applicable law and Exclusive jurisdiction

This contract shall be regulated by Italian law. The Court of Rome shall have exclusive jurisdiction over any dispute relative to the provision of the service and/or the interpretation and/or execution of this contract.

CONSENSO AL TRATTAMENTO DEI DATI PERSONALI

I dati saranno trattati per finalità istituzionali, connesse o strumentali all'attività della nostra Società quali registrazione, controllo degli accessi, archiviazione, elaborazione ed in particolare:

1. per offrire il servizio di consultazione e stampa delle Foto di cui al presente sito, alle condizioni e nei termini sopra descritti;
2. per adempiere ad obblighi di legge connessi a norme civilistiche, fiscali, contabili ai fini della gestione amministrativa del rapporto degli Utenti con ADL;
3. per adempiere ad obblighi contrattuali, di supporto tecnico e informazione tecnica, di assistenza.

L'interessato gode dei diritti di cui all'art. 7 d. lgs. 196/2003, e cioè:

1. di chiedere conferma della esistenza presso la sede di www.araldodeluca.com dei propri dati personali; di conoscere la loro origine, la logica e le finalità del loro trattamento;
2. di ottenere l'aggiornamento, la rettifica, e la integrazione; di chiederne la cancellazione, la trasformazione in forma anonima o il blocco in caso di trattamento illecito;
3. di opporsi al loro trattamento per motivi legittimi o nel caso di utilizzo dei dati per invio di materiale pubblicitario, informazioni commerciali, ricerche di mercato, di vendita diretta e di comunicazione commerciale interattiva.

L'ottenimento della cancellazione dei propri dati personali e' subordinato all'invio di una comunicazione scritta inviata tramite email a info@araldodeluca.com. Titolare alla raccolta dei dati personali e' Araldo De Luca s.a.s., con sede in via A. Garbasso, 19 – 00146 Roma, in persona del legale rappresentante pro-tempore.