

THE 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.

