

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SOEVERMEDIA WEBSITE (THE "SITE"), YOU AGREE TO THE TERMS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE, AS WELL AS ANY ADDITIONAL TERMS AND RESTRICTIONS PRESENTED IN RELATION TO SPECIFIC CONTENT OR A SPECIFIC PRODUCT, SERVICE OR FEATURE (COLLECTIVELY, THE "SITE TERMS"). IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SITE.

These Site Terms are not intended to alter the terms or conditions of any content license agreement you may have with Soevermedia and to the extent of any conflict, the terms of your content license agreement will prevail. By using the Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these Site Terms. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify Soevermedia for violations of these Site Terms.

### **Privacy Policy**

Soevermedia is committed to protecting your privacy. Please refer to our [Privacy policy](#) for information on how we collect, use and disclose personal information.

### **Ownership of the Site and its Contents**

The Site is owned by Soevermedia. Unless otherwise indicated, all of the content featured or displayed on the Site, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software and the selection and arrangement thereof ("Soevermedia Content"), is owned by Soevermedia and its licensors. All elements of the Site, including the Soevermedia Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

### **Use of the Site**

The Site and the Soevermedia Content are intended for customers and contributors of Soevermedia. You may not use the Site or the Soevermedia Content for any purpose not related to your business with Soevermedia. You are specifically prohibited from: (a) downloading, copying or re-transmitting any or all of the Site or the Soevermedia Content without, or in violation of, a written licence or agreement with Soevermedia; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Site or the Soevermedia Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing or attempting to register, subscribe or unsubscribe any party for any Soevermedia product or service if you are not expressly authorized by such party to do so; (e) reverse engineering, altering or modifying any part of the Site or the Soevermedia Content; (f) circumventing, disabling or otherwise interfering with security-related features of the Site or any system resources, services or networks connected to or accessible through the Site; (g) selling, licensing, leasing or in any way commercializing the Site or the Soevermedia Content without specific written authorization from Soevermedia; and (h) using the Site or the Soevermedia Content other than for its intended purpose. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of

privacy and publicity, and applicable communications regulations and statutes. You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the country in which you reside.

## **Copyright Complaints**

If you believe that any material on the Site infringes upon any copyright that you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Copyright Agent at Soevermedia Via G. B. Vico, 16/A – 20123 – Milano – Italy  
hello@soevermedia.com

## **Trademarks**

The Soevermedia logo and any other product or service name or slogan contained in the Site are trademarks of Soevermedia and its suppliers or licensors,

and may not be copied, imitated or used, in whole or in part, without the prior written permission of Soevermedia or the applicable trademark holder. You may not use metatags or any other "hidden text" utilizing "Soevermedia" or any other name, trademark or product or service name of Soevermedia without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## **Links**

You may not use a Soevermedia logo or other proprietary graphic of Soevermedia to link to the Site without the express written permission of Soevermedia.

Soevermedia makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Site, or websites linking to the Site. Soevermedia provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Soevermedia of any site or any information contained therein. When you leave the Site, you should be aware that our terms and policies no longer govern.

You agree that Soevermedia shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any participation, correspondence or business dealings with any third party found on the Site.

## **Forums and Other Interactive Services or Areas**

The Site may include discussion forums, blogs or other areas or services in which you or third parties create, post or store any content, messages, comments, materials or other

items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- a. Any message, comment, data, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libelous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual property or contract right of any party. By posting any User Content, you represent and warrant that you have the lawful right to transmit, distribute and reproduce such User Content;
- d. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; and
- h. User Content that, in the sole judgement of Soevermedia, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all capital letters or flooding continuous posting of repetitive text), or which may expose Soevermedia or its users to any harm or liability of any type.

Soevermedia takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Soevermedia liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Soevermedia reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. You acknowledge and agree that Soevermedia may access, use or disclose any information about you or your use of this Site, including without limitation any User Content to comply with the law or any legal process; protect and defend the rights or property of

Soevermedia; or to protect the safety of our company, employees, customers or the public. If you post User Content to the Site, unless we indicate otherwise, you grant Soevermedia and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. You grant Soevermedia and its affiliates and sub-licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

### **Registration Data and Account Security**

In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to Soevermedia, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) notify Soevermedia immediately of any unauthorized use of your account or other breach of security; (e) accept all responsibility for any and all activities that occur under your account; and (f) accept all risks of unauthorized access to the Registration Data and any other information you provide to Soevermedia.

### **Indemnification**

You agree to defend, indemnify and hold harmless Soevermedia, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Site, your conduct, your use or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation or warranty contained herein, your unauthorized use of the Soevermedia Content, or your violation of any rights of another.

### **Disclaimer**

THE SITE, INCLUDING WITHOUT LIMITATION THE EMBEDDED VIEWER AND THE SOEVERMEDIA CONTENT, ARE PROVIDED "AS IS" AND SOEVERMEDIA AND ITS DIRECTORS, EMPLOYEES AND CONTENT PROVIDERS EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. SOEVERMEDIA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR THE SOEVERMEDIA CONTENT, OR THE UNAVAILABILITY OF THE SAME, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. THE FUNCTIONS EMBODIED ON OR IN THE MATERIALS OF THIS SITE ARE NOT

WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT SOEVERMEDIA, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS SITE OR THE SOEVERMEDIA CONTENT. WE MAKE NO WARRANTY THAT THE SITE OR THE SOEVERMEDIA CONTENT IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES. Soevermedia uses reasonable efforts to ensure the accuracy, correctness and reliability of the Soevermedia Content, but we make no representations or warranties as to the Soevermedia Content's accuracy, correctness or reliability.

### **Limitation of Liability**

IN NO EVENT SHALL SOEVERMEDIA, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SERVICES, THE SOEVERMEDIA CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM SOEVERMEDIA, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO SOEVERMEDIA'S RECORDS, PROGRAMMES OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SOEVERMEDIA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO SOEVERMEDIA FOR ACCESS TO OR USE OF THE SITE.

### **Applicable Law and Venue**

The court of Milan, Italy is elected hereinafter to settle any dispute concerning the use of the Site or the Soevermedia Content.

### **Termination**

Notwithstanding any of these Site Terms, Soevermedia reserves the right, without notice and in its sole discretion, to terminate your account and/or to block your use of the Site.

### **Miscellaneous Provisions**

Any waiver of any provision of the Site Terms will be effective only if in writing and signed by Soevermedia. If any clause in these Site Terms is found to be unenforceable, wherever

possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

### **Changes to Site Terms**

Soevermedia reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. We encourage you to review the Site Terms whenever you visit one of our websites.

### **Questions and Contact Information**

Questions or comments about the Site or Site Terms may be directed to Soevermedia at [hello@soevermedia.com](mailto:hello@soevermedia.com).

© 2018 Soevermedia Srl. All rights reserved.