



©fanaticoweb solutions srl

**TERMS AND CONDITIONS
FOR HOSTING, WEB SERVICES, MAIL, AND ONLINE PROJECTS**

Below we have listed important legal terms that apply to anyone who visits our website or uses our services.

- 1. **Purpose.** The general conditions outlined relate to the applicable norms to the hosting service and domain management, given and offered by ©fanaticoweb solutions srl. Any optional services (such as viral video, corporate blogging, advertising, web pr, contents, graphics etc.) that will be specified in the offer, will be considered as additional services and personalised based on the needs or requests of the Client.*
- 2. **Identification code allocation and privacy.** The identification code (UserID and/or Username) through which you access the service is assigned by ©fanaticoweb solutions srl. The access to the service given by ©fanaticoweb solutions srl is given by a Client identification code (UserID and/or Username) and a keyword (password) for FTP, Mail, CRM, CMS, Control Panel and other available systems, **that will be communicated by ©fanaticoweb solutions srl exclusively to the reference email given by the Client upon signing the contract.** The Client is required to store the password with care, by maintaining the same data secret for the whole duration of the contract, including both the UserID, and the password. The Client will be exclusively responsible for any damage caused by the knowledge, and usage, of the password and/or the (UserID and/or Username) by third parties. **The Client is responsible for communicating immediately and exclusively to ©fanaticoweb solutions srl via email, chat or phone about the change,** theft, loss, misplacement or appropriation by any means by third parties of password or (UserID and/or Username).*
- 3. **Data Protection.** Each party is responsible to fulfil their respective obligations outlined in general data protection regulations. With regards to ©fanaticoweb*

solutions srl they are defined to be exclusively Client's ones relative to the contract and not to the digital supports or online services, of which the Client is also the author and/or buyer of their online uploads, or for what concerns any data uploaded on the system through the Client's website. It will be the Client taking responsibility to protect them. If, in order to abide by the applicable laws related to personal data, a new adapted system is necessary in terms of software, communication systems or other, a new service request will be needed and it will be paid for by the Client.

4. **Duration, renewal and withdrawal of the contract.** *This contract of service management and administration has a 12 months duration starting from its completion date, and it will be automatically renewed every year unless a party decides to end the agreement via email, chat or phone at least 60 days before the term expires.*
5. **Systems property (Os Linux, management software, webmail, CMS, CMR, and other online systems), granted to the Client.** *All the communication systems offered by ©fanaticoweb solutions srl, remain exclusive property of the distribution company that owns the rights, while ©fanaticoweb solutions srl is only licensed to use them upon payment or respectful usage of the Opensource licenses. The Client can only use them for the contract period and in the ways outlined in the contract. The systems used for the website publication and management are Opensource systems freely distributed and ©fanaticoweb solutions srl will use them by personalising them and adapting them to each single web project and needs.*
6. **Characteristics and details of services offered by ©fanaticoweb solutions srl.**
Interruzione del servizio. *The service will be available 24/7 throughout the year, apart from ordinary or extraordinary maintenance works that could temporarily interrupt the service. **Technical assistance to the Client is given by ©fanaticoweb solutions srl during office opening hours and in the ways communicated on our website www.fanaticoweb.com, which include email, chat and other solutions offered by ©fanaticoweb solutions srl.** In any case ©fanaticoweb solutions srl won't be responsible for any service interruptions as ©fanaticoweb solutions srl cannot guarantee the service continuity given that this depends on the correct functioning of the web and phone connections, as well as the correct functioning of servers, computers and other devices that substitute for the mean of electronic data distribution online (WWW). Therefore, we cannot guarantee the integrity of the data memorised or sent through the system of ©fanaticoweb solutions srl and/or through the internet. ©fanaticoweb solutions srl will be able to interrupt the service offering when a security issue arises and/or privacy cannot be guaranteed even after the 48h working limit, as long as prompt communication to the Client is made via email (as long as there are no technical issues or unforeseen and unpredictable issues).*

7. Reporting of abuse by third party control bodies. Any reporting of abuse related to the domain and the presence of viruses, redirection to illegal content, phishing, malware presence, etc. require an immediate action such as the deactivation of the domain and the relative services. Reporting of spam will lead to the immediate blockage of email services with the impossibility of recovery on the systems of ©fanaticoweb solutions srl. These reportings, if very serious, will lead to the elimination of the domain and all the web contents as well as messages on the system. A copy of everything will be given to the Client but it won't be possible to use the services offered by ©fanaticoweb solutions srl anymore.

8. Domain registration and maintenance. The internet domain will be registered and maintained on the servers that ©fanaticoweb solutions srl uses for the diffusion and management of web services (WWW and MAIL), the domain will be registered on the Client's name or company, keeping in mind that the registration data of the domain will be "Hidden" through the system Whois Privacy. However, some extensions of names and domains could be made public through the system Whois accessible by some international Registrar through the internet.

9. Limits of responsibility due to electronic attacks (hackers). ©fanaticoweb solutions srl is not responsible for any damages caused by hackers or defacing (modification of pages), pages erasure or other attacks that can partially or completely damage the website contents. ©fanaticoweb solutions srl is exempt from any responsibilities of damages related to data loss, image damages, damages due to financial losses linked to online sales through e-commerce, mail orders or any other selling forms used through ©fanaticoweb solutions srl systems. ©fanaticoweb solutions srl is also exempt in any cases in which the website content will be altered partially or completely erased and in any cases in which the services won't be available or operational. ©fanaticoweb solutions srl uses the server system Clone able to substitute the attacked main server in a few hours and in order to support the main service and Clone, backup copies will be made locally and remotely. However, despite the precautions and multiple security systems, it's not possible to absolutely guarantee the data integrity and the possible loss. Additionally, third party attacks or damages cannot be excluded.

10. Force majeure. ©fanaticoweb solutions srl won't be responsible for any service interruptions, for causes that cannot be imputable to it (natural calamities, wars, earthquakes, social unrest, landline interruptions, energy interruption, or anything that could impede server or informatic systems functionality). Situations that are impeding the diffusion of services exempt ©fanaticoweb solutions srl from any responsibility.

11. Correct use of the service offered by ©fanaticoweb solutions srl. It is explicitly excluded the possibility to cede this contract to third parties, for free or against payment, temporarily or permanently, without the written consent of ©fanaticoweb solutions srl. With reference to the service of managing and administering web services, it is explicitly forbidden for the Client to activate additional software

components whose installation would affect the operating system and services offered by the ©fanaticoweb solutions srl server, or which would alter its configuration systems, causing instability of the system managed by ©fanaticoweb solutions srl. In such cases ©fanaticoweb solutions srl has the right power to suspend and/or cancel the services and softwares until the complete cancellation of the website.

12. Autonomous administration of the website. The management of websites and its content executed in autonomy through the CMS systems (WordPress, Prestashop, Joomla etc. with included plugins and modules) is allowed as long as these systems are updated and perfectly efficient. Their respective plugins and modules will have to be always updated to the latest versions as well. Failure to check and update these systems can expose the website and its contents to attacks such as intrusions, damage and much more, deleterious for the same domain and others on the same account. These can be potentially very dangerous also for the whole system that hosts the websites, and failure to update will lead ©fanaticoweb solutions srl to send a notice to the Client whereby he will promptly take action and ensure the security of the website. If this does not happen within 3 working days, the domain and all the services could be deactivated without additional warnings. It is therefore very important that the Client takes responsibility for the correct use of the systems, by updating all the third party softwares used on the website and by performing periodical checks. If because of CMS, plugins and modules not being used correctly, or maintained without current updates the website gets partially or totally damaged, the support of ©fanaticoweb solutions srl could try to recover the damaged website by using the available backup copies against payment of a 48€ fee per hour or less.

13. Correct use of internet services. The use of internet services towards other webnodes outside of ©fanaticoweb solutions srl management will be subject to the limitations and responsibilities established by each service operator and will have to be carried out following the existing legislation of each hosting country (of each webnode and services), the international legislation, and the laws around web usage and webnodes of interest. It's explicitly forbidden the use of the email to send unauthorised messages (Spam), and the Client is the only accountable figure for the use of mail services provided by ©fanaticoweb solutions. In the presence of such messages and following the reporting from other Providers, ©fanaticoweb solutions srl reserves the right to suspend and/or deactivate the mail service at its sole discretion. ©fanaticoweb solutions srl is exempted from any responsibility of incorrect and improper use of email services. For the correct use of services we invite you to read the rules on Netiquette.

(Netiquette rules that regulate the use of the internet in Italy are available on <http://www.nic.it>).

14. Warranty. The Client and/or Company guarantees to ©fanaticoweb solutions srl that any material introduced on the website(s) of reference by directly using the means and publishing tools online, or directly by ©fanaticoweb solutions srl by order and

request of the Client, is original and that potential excerpts of material protected by copyright, used by the Client will be added only and exclusively prior to the written permission of the right holder and with the obligation of citing the source and the existence of the permit. The Client guarantees as well that such material does not violate or transgress any copyright, trademark, patent, or any other right protected by law, the contract and custom.

The Client takes every responsibility for the content published on the website(s), relative to the texts presenting the company, institution, product descriptions and any other written content. The Client takes responsibility also if the information written is false or not corresponding to the truth, whether it is about its Company, Institution, Entity, Brand, Products and anything published. The published material on the website will be given only and exclusively by the Client and texts, pictures, videos or other material sent by third parties won't be accepted unless the Client gives written authorisation to ©fanaticoweb solutions srl for publication and takes full responsibility for it.

The Client takes notice of the fact that it is forbidden to use or allow others to use ©fanaticoweb solutions srl, the services or internet against their ethics and public order, or with the objective to harass public or private tranquility. It is also forbidden to offend or damage others directly or indirectly, and to try to violate the secrecy of private messages; in any case the information given by the Client and/or the company should not include pornographic, obscene, blaspheme, defamatory or potentially dangerous material. It is explicitly forbidden using ©fanaticoweb solutions srl and/or the internet to go against Italian or other countries' laws. In case of contravention of the outlined bans, the contract will be deemed closed pursuant to art. 1456 c.c., due to exclusive negligence of the Client, without ©fanaticoweb solutions srl being bound to refund (even in part) the amount paid by the Client and/or Company and subject to any other action of revenge and/or compensation for the responsible contravention bodies. In any case, the Client and/or Company commits to indemnify ©fanaticoweb solutions srl and/or its agents from any prejudice and/or damage consequent to the illegal activity of the Client relative to the contents of the website(s) and/or the messages sent through the online system provided by ©fanaticoweb solutions srl. Once the material is delivered (text, pictures, logos, videos, etc.) the online upload will begin after 15 working days save for complex cases or agreed timeframes, and non-binding in any case, for the delivery of the material. With delivery of material we mean all or part of the publication that will be done only if there is sufficient material for the publication. It is only of competence and sole decision of ©fanaticoweb solutions srl to publish online and this will vary based on the complexity of the work.

15. Project realisation and management. *Important and fundamental to know is that since the beginning ©fanaticoweb solutions srl will have complete control over the project without interference on its realisation as far as website impagination or aesthetics are concerned. The website layout will be defined based on the necessities*

and options required for the creation of the website. It won't be possible to modify the structure of the website as the dynamic system offers much potential but has structural limits, being a website managed through CMS and not HTML.

a - It is important to keep in mind that every aspect of the website has some prerogatives in terms of functionality, aesthetics and techniques aimed at the highest fruition of the contents and larger visibility on search engines, therefore every minimal detail has its own technical-functional aspect.

b - The contents will be allocated starting from the homepage so as to have everything at hand and reachable from the homepage. The website layout is managed through CMS WordPress, therefore the pages being dynamic have the advantage of being completely integrated in the system and it is not possible to create pages that are different from the predefined ones by the layout.

c - This is aimed at allowing that the decisional aspect of the website is of exclusive competence of ©fanaticoweb solutions srl, excluding interventions and/or indications that are not in line with the managing possibilities of the project and the layout, system and realisation work set up by ©fanaticoweb solutions srl. It won't be possible to interfere on the website layout and on the work made by ©fanaticoweb solutions srl, as it uses a dynamic type of management where "drafts" are not available. Only a preview of the layout with the use of CMS WordPress is possible with mandatory spaces and non-modifiable if not within the limits required by it.

d - All the material relative to the content will have to be sent only and exclusively in digital format and via email or through the FTP system of fanaticoweb.com or designed storage, in DOC or TXT formats for texts, JPG, PNG or GIF for pictures.

e - Coordination: ©fanaticoweb solutions srl will only have a unique representative of the project to make sure the management and publishing are smooth and optimised. All the additional institutional material or at sole discretion of ©fanaticoweb solutions srl will be provided directly at the publication by the Client and this can be done through CMS or via email, FTP or storage.

f - Launch of the project and online publication - Upon payment of the full balance or advance payment, or in the modalities previously agreed, the domain will be registered and a temporary page will be created online with an image, logo or brand, and contact information. It is not possible to define the publishing times if the quantity of material and the various themes of publication and impagination do not allow it because of complexity and quantity. However, the publication will be progressive to the insertion of content and when some of the website areas are complete, this will go live. As content will be added, this will automatically go live online and we cannot guarantee nor assume any time frame relative to the online upload of the website and/or contents (even if partial), notwithstanding the complete and unquestionable decision of ©fanaticoweb solutions srl on times and modalities of online upload.

g - Hosting services are included (web, mail, ftp etc ...), servers are managed and administered directly by ©fanaticoweb solutions srl, through a one of a kind additional system of security and storage. Two servers are available for each online website, the Main service and the Clone service to guarantee the maximum data security, and additional backup copies will be made for a total of 6 for each website with a history of 30 days. However, it is good to note that the backup copies do not always guarantee the 100% recovery of the website as there could be situations when this fails due to copies created when the problem was already persisting in the previous month. This means that the same errors that create the issues could be prior to the backup creation. For this reason it is necessary to periodically check the correct functioning of the website at least twice a month by the Client. If recovery is needed, it is possible to request it to the Support team that will perform it free of charge. To this aim it is possible to integrate the “Managed” services in three different options to manage the website whose details are available on the dedicated hosting website: www.fanaticohosting.com

Content creation. ©fanaticoweb solutions srl offers through the website teloscrivo.com, a service of content creation that are made in Ghostwriter mode, which means that articles, posts, eBooks and whatever is created by ©fanaticoweb solutions srl including copyright are transferred. The Client will become the owner of these contents and can use them as he wished. The contents will be saved for a maximum term of 6 months, then they will be permanently deleted. viene ceduto compresi i diritti di proprietà intellettuale. ©fanaticoweb solutions srl does not cede contents to third parties (not even for demonstration purposes) to respect the privacy and the rights given on the contents. The content developing Team has signed a confidentiality agreement with ©fanaticoweb solutions srl whereby every member is legally bound not to share anything created by ©fanaticoweb solutions srl, however, ©fanaticoweb solutions srl cannot guarantee in absolute terms that every member will respect the confidentiality agreement, therefore ©fanaticoweb solutions srl is exempted if the contents created for the Client are partially or fully shared, whether intentionally or accidentally.

GDPR Privacy & Cookie Policy. Policies are made after the website analysis once their are complete by fanaticoweb solutions srl. The websites to whom the policies are destined can be managed directly or not by fanaticoweb solutions srl, and the realization of the policies is based on the effective use of plugins, modules and active applications when the analysis is made. Therefore every change made following updates of these systems can partially or fully alter the policies. In some cases, with the creation of the website and where explicitly indicated, this service of implementation of Privacy & Cookie Policy can be offered. Given the mutable nature of dynamic websites and systems going through multiple updates, fanaticoweb solutions srl does not take any responsibility with respect to the drafting of the Privacy & Cookie Policy or any other policy documents specifically dedicated to the cataloging

of the systems used by every website, whose responsibility is only and exclusively property or legal administration of the website.

17. Payment of fees. Delayed payment, interests and service suspension. Credit. Payments will be made by the Client in the modalities indicated on the website project proposal or use of the hosting services. Any missed payment, even if partial, of the fee owed to ©fanaticoweb solutions srl will determine the termination of the contract to the Client's fault and the compensation beyond the owed amount following art. 1456 c.c. Where ©fanaticoweb solutions srl does not make use of the option offered by the previous cancellation clause, the delayed payment by the Client will incur in an interest of arrears of 5% superior to the legal one with possibility for ©fanaticoweb solutions srl to suspend the offering of the service. The advanced payment made by the Client for projects or services that are not needed anymore will only be refunded following a written request sent to supporto@fanaticoweb.it within the first 30 days from payment. The partial initiation of the project and consequent withdrawal by the Client allows for partial credit at the discretion of ©fanaticoweb solutions srl, subject to the modalities laid down in the refund request. The unrefunded credit imports will still be at the Client's disposal who can use them for other projects and/or services within 12 months.

18. Resolution and immediate termination clause. In all cases of non-compliance of art. 6, 7, 8, 10, 11, 13, 14, 15, 17 and 19 of this contract, ©fanaticoweb solutions srl will terminate the contract pursuant to art. 1456 c.c., without being bound to refund Client's advanced payments for amounts and/or services not enjoyed yet, included the cases in which the service is not compliant with the needs of the Client, excluded in any case, any action of retaliation and compensation for any additional damages.

19. IVA (VAT) applications. With respect to IVA (VAT) application on the contract please refer to DPR 633/72 and its updates. This contract is not subject to registration.

20. Tax burdens. Any expense, duty or tax relative to this contract is borne by the Client.

21. Price variation. ©fanaticoweb solutions srl reserves the right to change and adapt the price of its hosting services offered, of the managing, administration and maintenance services, by communicating them via website or email directly to the responsible and/or representative of the web project or Client. For the current contracts, in the case of contract renewal, following art. 3 of this contract, the current price at that time will be applied. If the price change happened within 30 days from the validity of the contract, and the Client did not withdraw from it, following art.3 the Client will have the right to withdraw from the new contract by communicating via email or chat to ©fanaticoweb solutions srl within 30 days from the communication of such variation.

22. Communication. All communication relative to the contract will have to be sent to the indicated addresses included in this contract.

23. **General provisions.** This contract revokes and substitutes any antecedent agreement between ©fanaticoweb solutions srl and the Client for the same object, and constitutes the integral manifestation of the agreements between the two parties over this object. Any modification of this contract will have to be put in writing and signed by both parties. Any tolerance from any of the parties with respect to behaviours violating the contract do not constitute cancellation of the rights of ©fanaticoweb solutions srl over the contract..

24. **Obligation to preserve the contract.** In relation to the circumstances of the contract by distance under D. Lgs. 185/99 as much as it can be applied to this contract, the Client is required to print or save on a device this contract complete in all parts and will be responsible for sending the original copy signed and stamped.

25. **Applicable law.** The contracting parties agree that the dispositions in this contract are regulated by the law and by the regulation of the Italian State.

26. **Exclusive place of jurisdiction.** If any controversy arises, the competent place of jurisdiction of the company offering the services will be in charge.

Pursuant to art. 1341 e 1342 c.c. it is declared that the below clauses have been clearly read, understood and explicitly approved:

3.Data Protection

4.Duration of the contract, renewal, withdrawal.

6.Characteristics and modalities of services offered by ©fanaticoweb solutions srl.
Suspension of the service.

7.Abuse reporting from third parties.

9.Limited Responsibility from cyber attacks (hackers).

11.Correct use of the service offered by ©fanaticoweb solutions srl.

12.Autonomous administration of the website.

13.Correct use of internet services.

14.Guarantees.

15.Project creation and management.

17.Payment of fees. Delayed payment, interests and service suspension. Credits.

18.Withdrawal and immediate termination clause.

21.Price variation.

25. *Applicable law.*

26. *Place of jurisdiction.*

***This contract is available online through
©fanaticoweb solutions srl website and it is
assumed accepted in all parts when:***

- 1. An order module is forwarded by pressing the tick of acknowledgement of the contract.*
- 2. Upon reception of the communication sent by fanaticoweb solutions srl where the link to the contract is included.*
- 3. Whenever a partial or complete web project is agreed on, the acceptance is intended upon payment (even partial) of the project.*

End of contract, total pages (8) eight.

Print and/or save this contract in paper and/or digital format.

©fanaticoweb solutions srl

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