



IUNET S.r.l.  
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## **CONTRACTUAL CONDITIONS**

THE FOLLOWING CONDITIONS CONSTITUTE THE LIMITS AND THE CONDITIONS THAT REGULATE THIS AGREEMENT BETWEEN THE CUSTOMER AND THE IUNET S. R. L.

### **1. DEFINITION OF THE PARTS**

The present contract of services supply is contracted between the business IUNET s. r. l. with seat in Foggia - Via Vittime Civili n.20, vat 03167050719 named simply IUNET and the user that is the subscriber of the contract or form of adherence, named simply customer.

### **2. THE DESCRIPTION OF THE SERVICE**

IUNET supplies to the users the possibility of use the actual gateway SMS for the consignment and the reception of messages SMS (Short Message System).

### **3. OBJECT OF THE CONTRACT**

a. With the subscription of the present contract you ask to IUNET to make available its services according to the characteristic indicated on this same contract.

b. The services are given with a subscription from IUNET to the customer behind the payment , that customer must do, of the amount due, as for list prices in force to the moment of the subscription of the contract or form of adherence.

c. The clauses of the present contract understand themselves entirely in force and accepted from the customer also in not onerous case and/or temporary of utilization of the supplied services to any title from IUNET.

### **4. Intellectual property of the IUNET**

The customer declares and is agreement that the IUNET has all rights, title and interest in all the intellectual property associated to the services of the IUNET, included without some limitation the site of the IUNET or the brands that include the factory brands connected and the content of the SMSPOINT. NET. Nothing of this negotiate will be interpreted as toll to the customer of any possession of right of either title to intellectual property associated with the services of the SMSPOINT or the following source of codes or code object. In not any case the IUNET s.r.l. technology will be physically transferred to the customer.

### **5. Declaration and guarantee of the customer**

The customer declares and guarantees that: (a) the content of the sending messages with SMS account of the customer ('the content of the customer'), the brand/type of the customer and any service or product associated to the customer with service ('the elements of the customer') will not crash or will not violate the intellectual right of property of third, (b) the content of the Customer (i) will not violate some law or regulation, (ii) it will be not defamatory, obscene or dangerous for the minor or pornographic; (iii) it will not contain virus, horses of Troy, worms, virus on time or other programming procedures for the computer that be understandings to damage or to interfere in harmful manner, to intercept clandestine or any espropriare system, given or personal information, (c) that will not do some declaration or guarantee for account of the IUNET to any customer that the utilizations checking the services of the IUNET and (d) will not cause errors bad operation to any software, systemizes either instrumentation of the IUNET or to third no interruptions to the business proceeded of the IUNET to third persons.

### **6. Declaration and guarantee of the IUNET**

The IUNET declares and guarantees that, (a) the message service of SMSPOINT (i) will not infringe or will not profane any intellectual law of property of third persons, (ii) no will contain virus, no horses of troy, no worms, no virus on time or other procedures of programming for the computer that could damage, interfere in harmful manner, to intercept clandestine or any espropriare system, given or personal information. The IUNET will not add some text to the end of every message SMS.

### **7. Data responsibility**

The customer is responsible for the secrecy and preservation of the username and of the password. We recommend that the assigned password comes changed with a certain regularity and that come taken the due precautions with the intentions to anticipate an improper use or the relevant theft to the information of the *login*.

### **8. Customer responsibility**

The customer will be retained the one responsible of the content of the sending messages (any advertising content included), of the list and of the management of all messages and the IUNET will not have some responsibility about this. The customer commit himself to do all the necessary so that the content of the messages do not injure the IUNET image. For this reason the customer commit himself to avoid any risk of confusion between himself, the IUNET, and the operating of mobile telephony.



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9. **Level of service**

The customer know that the IUNET transmits SMS messages through the most important companies of telecommunications and mobile carriers of net. The IUNET guarantees that the messages will come moved forward to the SMS center of the carrier within an most of 5 minute from the moment of the receiving, 99% of the time (calculator in a period of about 6 months). The IUNET is not responsible for the time of delivery to the mobile devices because this depends from the service of the net of the carrier. The customer consents that, because of the service of the mobile carrier of the consignee of the message, it could not possible to transmit to the consignee with success the message SMS, particularly in the case the carrier does not support the distribution of the SMS.

10. **Miscellany**

The IUNET debits the SMS messages transmitted in agreement to the actual logs of transmission. These logs are to consider itself correct and valid even if the customer has objections in merit to the correctness of the records of the account, in the case in which the search for the IUNET we did not show the evidence of a technical problem or of an error. Since the IUNET does not guarantee the delivery of the SMS messages to the consignees because of possible mistakes aside of the mobile carriers of net, the IUNET does not repay SMS messages that you have not been delivered. The payment of the account of the SMS is not rimborsabile and is not of interest. The credit should be used within twelve (12) months from the order. In agreement with the legal requirements the utilization data are recorded for the necessary purposes of maintenance of the service of messages. The system of repayment for the customers is: *all of the purchase are decisive*.

11. **Treatment of the personal data**

The IUNET from now commit itselfs to not make use, and to do in manner that third persons do not use of the data and the information that you will supply , or that we however will acquire making your contract, for purposes and different end from that of the execution of the service. The IUNET commit itself to operate in the strictest respect of the Law 675/96 and of the relevant measures of accomplishment and, more in general, of all of the measures about of privacy.

12. **Limitation of responsibility**

IN NOT ANY CASE THE IUNET WILL BE RESPONSIBLE FOR ANY INDIRECT DAMAGE, SPECIAL, INCIDENTAL OR EITHER CONSEQUENTLY (INCLUDED WITHOUT ANY PROFITS OF LOSS LIMITATION OR BUSINESS) AS RESULTED'USE, OF THE SALE OR OF THE DISTRIBUTION OF THE PRODUCTS ASIDE OF THE CUSTOMER, WHETHER BY MEANS OF A LEGAL THEORY OF CONTRACT, ILLICIT (INCLUDED THE CARELESSNESS), PRODUCED RESPONSIBILITY, RESPONSABILITY ABSOLUTE/PRESUMPTION OF FAULT OR ANY OTHER SHAPE, EVEN IF A PART IS BEEN INFORMED OF THE POSSIBILITY OF THESE DAMAGES.

13. **Information of reserved property**

The customer agrees to maintain reserved and not to reveal to other any knowledge, information or given data from the other part and that he affirm to be of property reserved, on condition that this information comes given in written way, in the case it is given in oral way , then it must write within thirty (30) days and this writing comes signed to indicate the requests of property or of secrecy.

14. **Majeure force**

None of two parts will be retained responsible in case of failure in the execution of its obligations because of that escape at the reasonable control, included the act od omissions of governmental authority or soldier, cause of majeure force, inadequacy of material, bad functions of the telecommunications (included any bad functions of the internet system and any interruption of the internet service or of the providers of the service, or of the operators), delay in the transportation, earthquakes, burn, flood, trouble on the work, revolted and wars.

15. **Applicable law**

The present contract is governed from the Italian law.

16. **Jurisdiction**

For any quarrel about the application, interpretation and execution of the present contract, the place of jurisdiction will be the Court of Foggia.