

Contract agreement

Conditions of a Contract

Art.1 Subject

The subject-matter of the present general conditions are the rules which control terms and conditions of the service.

TOURISM RSS is a communication service of Customer Data, which is included by the Customer, of his own accord and on his own responsibility.

According to the requests of application, Sinergie s.r.l., owner of the service TOURISM RSS, provides for logging, preservation, promotion and consultation of the Customer Data, as pointed out in the information and in the commercial proposal.

TOURISM RSS is a service of Sinergie s.r.l., a feed hosting and promotional service provided with a search engine.

The Customer should be fully aware of his responsibilities and accepts that Sinergie s.r.l., by means of TOURISM RSS, cannot be held responsible for whatever damage maybe suffered by the Customer with regard to the information he himself has declared.

TOURISM RSS provides the Customer only with the support for filling out the Customer Data on a feed provided for the purpose, which is available on-line.

No further assistance is provided by the service.

Art.2 Terms and conditions

As used in these General Conditions, the following terms must be implemented as set out below, unless otherwise specified:

- a) Customer: means the individual or legal person who subscribed to the application request.
- b) Application Request: means the written request completed by the Customer to make use of TOURISM RSS.
- c) Information: texts, news, data file, pictures, which can be included in the Customer feed.
- d) Customer feed: includes texts, records, pictures and information about the Customer's products and services, which he himself submits in order to contact prospective subscribers.
- e) Username: an alphanumeric code which identifies the Customer; when it is used with the Password, it ensures the Customer access to the private area.
- f) Password: an alphanumeric code, created by the Customer, which is necessary for access to the private area.
- g) Private Area: this area is strictly reserved for the Customer to modify or update the information he has provided.
- h) Additional Services: optional services offered by Sinergie s.r.l., as pointed out in the information and commercial proposal.

Art. 3 Contractual Details

a) The Customer asks for the activation of the service TOURISM RSS, filling out the application form on the website of TOURISM RSS. The information given by the Customer is at the disposal of Sinergie s.r.l., to full fill the necessary formalities of TOURISM RSS.

b) The Customer is also responsible for whatever he declares, and for the truthfulness of the information included on the application form. Sinergie s.r.l. is free from every prejudicial consequence, resulting from incorrect declarations.

c) Sinergie s.r.l. can decline the proposal and deny the activation of any service if there is a good cause, e.g. the presence of circumstances that endanger the regular course of TOURISM RSS service.

Art. 4 Term and Cancellation of the Contract

- a) The Contract is valid for one year from the date of activation and is renewed, without communication, unless a cancellation is requested by registered letter with return receipt 60 days before the date the Contract expires.
- b) Sinergie s.r.l. can interrupt the service at any time, without notice. But, in case the public authority or private individual should report the Customer's illegitimate or illegal use of the service; or in case of an utilization of the service contrary to law and to contractual dispositions, by giving the information to the Customer.
- c) Sinergie s.r.l. will not be responsible for loss or liability resulting from suspensions, alterations or interruptions of the service; Sinergie s.r.l. will not be held responsible by the Customer for events, directly or not, related to the Customer.

Art. 5 Access Codes for the Reserved Area

The Customer must ensure that his Username and his Password are kept secret and he must inform TOURISM RSS of whatever has been disclosed to an unauthorised user or is being used in an unauthorised way. In this case the Customer admits his own responsibility for every consequence and/or damage caused by the wrongful use of the service. In this connection, Sinergie s.r.l. may suspend or change the Customer's Username and Password in the case of an illegitimate or unauthorized use of it.

Art. 6 Liabilities for the Contents

The Customer:

- a) provides his offers on his on-line TOURISM RSS application form provided by Sinergie s.r.l.;
- b) has the opportunity to modify the information at any time within the reserved area;
- c) provides true current, complete and accurate information about himself;
- d) ensures that the information does not contravene the law or rules in force, copyright or licences, or are seen to be offensive, defamatory or obscene in its contents;
- e) the Customer is the only legal owner of the information included on-line and undertakes to regulate whatever they contain;
- f) consequently, Sinergie s.r.l. is free from all responsibility and obligation of investigation and control and is therefore excluded from all responsibility, in the event of illegal or unauthorized information and contents, published on TOURISM RSS at total disposal of the Customer;
- g) the Customer undertakes to relieve Sinergie s.r.l. of damages, responsibilities, obligations, expenses and costs and legal costs inclusive, which should be sustained or suffered by the Sinergie s.r.l., as a consequence of every default of the Customer towards obligations and warranties provided in this section or connected to the introduction of the Personal Data on TOURISM RSS Database, that also happens in the event of compensation for damage required by third parties by any right.

Art. 7 Terms of Payment

Tourism RSS has two different kinds of customer.

The Government customer agrees to pay the fee for the service, that is the amount indicated on the Application Request for the service and in the information with the necessary formalities.

The other customers defined as Company agrees to pay the fee for the service, that is the amount indicated on the Application Request for the service and in the information with the necessary formalities.

Sinergie s.r.l. shall reserve the right to change at any time the terms of payment for the service through the website. These changes will be applied to the Contract from the first renewal following the variations.

The Customer, in any case, may reserve the right to terminate this Agreement by registered letter with return receipt within 60 days from the date of the new terms of payment.

Art. 8 Additional Services

The Customer can subscribe to optional services,

One included in this agreement and subscription form is the active promotion option.

It consists of the opportunity to receive booking orders provided by the Tourism RSS partners network.

This service has no fixed costs, the operator pays a fee of 8% only, on each booking order provided by the system.

Other optional services are available only following the first agreement, but combined to the main service. The present Agreement also concerns this optional service and it will be integrated with specified conditions connected to the new optional services, even by on-line procedure. The terms of the service are specified each time on-line and in the information material, according to the typology, unless the cancellation is requested.

Art. 9 Governing Law and Place of Jurisdiction

This Agreement and the parties involved are completely subject to the Italian Law, even if most of the deals are carried out abroad. Sassari – Sardegna – Italy - is the Place of Jurisdiction in the event of any dispute, that is related to the interpretation or completion of the present Contract.

Art. 10 Tax Burden

Every tax load, due to the execution of the Contract or to any advertising activity, is charged to the Customer.

Art. 11 Transfer of a Contract

Every transfer of the Contract, including obligations and rights, are subject to a written authorization of Sinergie s.r.l.

Art. 12 Resolutive Clause

According to article 1456 Regulations of the Italian Civil Code, Sinergie s.r.l. may consider the cancellation of the Contract with a simple written communication, sent by registered letter with return receipt, in case of breach of the obligations of Clauses 5), 6), 7), 12) above. Sinergie s.r.l. maintains the right to be paid for every supplied service, as well as the right for damages.

Art. 13 Privacy

a) If the present Agreement has been stipulated outside the Commercial place, according to the regulations of Legislative Decree of January 15th 1992, n.50, article 5, the Customer can exercise the right of termination, which must be communicated by a registered letter with return receipt within 7 days from the date of activation, according to n. 4 and subsequent articles of the same Decree 15/92, unless Sinergie s.r.l. charges the payment for the activation, costs and taxes, according to the article7, paragraph 2 of the same Decree 15/92.

b) Sinergie s.r.l. acts in conformity with the current provisions as regards privacy, in order to inform the Customer that the personal Data, useful to the company promotion and provided through TOURISM RSS to Sinergie s.r.l., will be used to publicize information for promotional and touristic intent, unless a different authorization is requested by the Customer.

c) The Customer acknowledges and accepts the presence of the electronic Database and the operating of the service, which is kept by Sinergie s.r.l. or by an expressly authorized third party. (Italy).

Date: 26/09/07