

GENERAL TERMS AND CONDITIONS OF SERVICE OFFERED BY SITONLINE

Welcome to Sitewith.us, a website where you can create your own website.

These General Conditions of Service ("T&C") apply to the services offered by Sitonline Srl, with registered office in Milan, via Boschetti 6, 20121, Italy ("SOL" or "Sitonline") through its website, located at www.sitewith.us ("Site").

The use of the Services is exclusively allowed to a registered user who has:

- a) acknowledged the data protection policy relating to personal data processing;
- b) accepted the T&C; and

if the Services contemplate a fee to be paid by the user

- c) accepted the specific terms and conditions of the Service that he intends to buy (also called order of service or "OS").

The Registration is permitted only to users that, if individuals, must not be minors.

The T&C shall apply to any Services provided by Sitonline in the future, unless otherwise provided at the time of the registration or of the first supply of the same services.

Sitonline has the right to modify these T&C and to add, modify or eliminate at its discretion and at any time any Services and/or contents of the Site, as hereinafter provided.

Sitonline shall be entitled to suspend or modify at any time and without notice the terms of use of the Trial versions of the Services supplied as a free test or for free, by giving communication on the Site and via email to the user at his email address recorded during the registration.

The user undertakes to print a copy of these T&C and of his registration receipt or to save the same on its server.

All the agreements concluded between Sitonline and the users will be filed on Sitonline's servers. Sitonline shall have the right to extract a copy for any concerned party.

SPECIAL NOTICE FOR CONSUMERS: if the user is an individual "consumer" for the purposes of the applicable legislation on consumer protection ("Consumer's Code"), such user shall enjoy the protection granted by the Consumer's Code and by any other law governing ecommerce.

1. Definitions

Capitalized terms in these T&C (Terms & Conditions) shall have the following meaning:

- Users: a registered user, that has already accepted the T&C to purchase or to try one or more Services, accepts not to do anything not agreed in those terms.
- Service: the service by Sitonline is offered through its Site www.sitewith.us. This, is a system available to Users via internet in order to create, update and display a Web Site. The word Services means a series of utilities related to the creation and management of a Web Site and documents, Packages included, as, for example: Hosting Service, files and documents online archive. Users are able to manage their Web Space, reachable using internet browsers and a connection to the net, without the need of any additional software.
- Web Space: a portion of Sitonline's system memory, which is located on the hard disk of one of its servers, is dedicated to the space sharing available for Users, in order to

use the Service.

- Hosting Service: Sitonline's Service gives users a Web Space in which they can exclusively use, manage and create Web Sites via Sitonline's platform.
- Web Site: usually one or more web pages, available on internet, through the Service, at a specific web address (defined also as Domain or URL), defined and accepted by Users or at a third level Sitewith.us' domain, as for example : www.sitename.sitewith.us. The Web Sites must have a third level Sitonline's domain or a Domain purchased by the User via Sitonline or transferred on the Sitonline's DNS after explicit request of the User, that has to give to Sitonline the exact domain name to be associated to its website name.
- Account: collection of personal data that Users have to insert during the Registration and that are partially available and can be modified. These data also include the Username and the User's Password.
- Username or User ID or User Identification: alphanumeric code necessary in order to use the Service.
- Password: alphanumeric code, chosen by Users and given to them in order to use the Service.
- Download: data transmission during which the subject takes files and/or documents from the Site to its computer.
- Upload: data transmission during which the subject puts or sends files and/or documents to its Web Space.
- Material/s or Content/s: data, files, documents, information, news, symbols, programs, data base, input by Users on their Web Site, of any kind (text, graphics, images, sounds, movies, numbers, etc..).
- Registration: activity needed to generate and create the Account and to keep Users' data after explicit acceptance to the T&C.
- Purchase: purchase of one or more Services by the User via credit card or via every other method of payment shown in the Site. The Purchase is the following activity after the Registration and the complete acceptance to the Order of Service, main part of the T&C. T&C and Order of Service establish the terms and condition to use the Service.
- Clients: registered Users to Sitewith.us who have purchased any kind of Service.
- Package/s: the kind of Service that the User has purchased. Every Package offers the possibility to purchase, for a certain period the service. The Packages differ by: price, timing and some specific patterns of the service, such as: offered Web Space, maximum transferred traffic for each month for the Web Site, maximum number Web Site's pages, number of the Web Site's sub-levels besides the HomePage, technical support offer to Clients, extra Services such as Web Site's stats, Intranet, etc...

- Module/s: optional Services offered for the creation of the Web Site, such as :
Intranet, Web Site's stats, etc...

- Trial Package or Trial: a free version of the Service. This version allows Users to create their own Web Site(with URL like : www.sitename.sitewith.us) and to manage it free of charge for a maximum of 90 days from the registration. The trial period can be modified at any time by Sitonline, unless a note is published on the

Web Site or received through email from Users.

During the trial period, Users will be able to decide whether to renew their subscription to the Service by paying a certain amount of money otherwise the Service will be disabled. The Web Site and its content will be deleted.

Sitonline, without any further notice, will be able to suspend or to stop definitively the Trial Service

- Privacy regulation : Protection of personal data and information approved with the Italian Dlgs. n. 196 of the 30.6.2003.
- Consumer's Code: Code of the Consumer, approved via Italian Dlgs. n. 206 of the 6.9.2005.

2. Registration and supply of the Services

2.1 Once completed with success the Registration, the User will receive an email of confirmation sent to the email address provided during the process. A similar confirmation will be sent via email to the User upon completion of any purchase procedure, containing the description of the Service and of the Package acquired, the cost of the fee agreed, and the duration of the Service.

2.2 If the User decides to pay with credit card or Paypal, the supply of Services will immediately occur upon completion of the Registration or of the purchase procedure.

2.3 If only free Services or free trials are provided to the User, the supply of Services will occur immediately upon completion of the Registration.

3. Duration and right of withdrawal

3.1 These T&C shall be valid for an undetermined duration, unlike the agreements relating to the single OS, that shall be valid for the period of time indicated in the applicable OS.

3.2. Except as provided in paragraph 3.3 below, the User who is considered a "Consumer" pursuant to the Consumer's Code, will be entitled to withdraw from the purchase within 10 working days from the conclusion of the concerned agreement. The withdrawal must be exercised by means of registered mail with receipt notice sent to Sitonline, at the registered office in Milan, Via Boschetti, 6, 20121, Italy. The withdrawal could be also sent within the 10 day term above indicated, via email at the following address: administration@sitewith.us, provided that the communication of withdrawal is confirmed via registered mail with receipt notice within the following 48 hours.

3.3 The right of withdrawal is excluded, pursuant to article 55, section 2, letter a) of the Italian Consumer's Code if the User purchases a Package, which includes the Domain Names Registration Service, where the User requests said Service before the expiration of the 10 day period contemplated in paragraph 3.2. In case of withdrawal in accordance with paragraph 3.2, Sitonline shall be obliged to return without delay to the User any and all sum of money paid as price of the Service, and, in any case, within 30 days from the date in which Sitonline has become aware of the withdrawal.

3.4 Each Service is purchased for the fixed duration term specifically indicated in the concerned OS, which vary, depending on the Package acquired, from a minimum of 6 months to a maximum of 2 years, term that is renewable by the User.

3.5 If the User does not want to use the Service for the entire agreed duration, Sitonline

may suspend and cease the supply of the Service following the request sent from the User to the email address: administration@sitewith.us, without any right of the User to the reimbursement of any amount paid.

3.6 The Service might cease the day after the agreed expiration date and the website will be permanently deleted, without any possibility to recover it. The related domain, if existent, will not be available anymore and Sitonline will not grant the renewal of the domain because it might not be available anymore.

Sitonline will be able to decide at its own discretion to not delete immediately the website created by the client and to keep it online for a maximum period of 60 days after the expiration date. During this period the client's website will not be updatable or modifiable at all. It will remain online and it might be obscured by a semi-transparent layer, that will not allow visitors to browse the website anymore.

During this period of time, the User will be able to renew the Service anytime, following the renewal procedure available on the Sitewith.us site. The new General Terms and Conditions of the Service offered by Sitonline will be indicated in the Terms and Conditions contract and they will be valid from the day of the renewal of the Service.

Sitonline doesn't have any obligation to inform the Client about the service expiration date, or about the deletion or the obscuration of the Client's Website. Sitonline doesn't take any responsibility if the Service expires without any client renewal.

The Client must verify his website's expiration date to avoid any possible malfunction.

4. Registration, Username and Password

4.1 The Registration implies the inclusion of the information required that will be processed in compliance with data protection legislation. During the completion of the Registration procedure, the User is obliged to provide his personal data in a correct and truthful way. It is required that the email address corresponds to the email of the User, since it is essential to receive information from Sitonline, concerning the use of the Services and/or possible changes to the T&C. The User undertakes to promptly update the personal data provided during the Registration, so that such data will be constantly updated, truthful and comprehensive.

4.2 If the User provides incorrect or incomplete data, Sitonline has the right to refuse and/or suspend the Service, until the User cures such errors. Sitonline has also this right in case any concerned party (i.e. banks or issuers of credit cards) challenge the payments made by the User.

4.3 At the time of the Registration, the User shall choose a username (or user ID) and a password. The User has the right to modify the password as many times as he wishes and freely, by following the instructions set out in the Site. The User acknowledges that username and password establish the system of validation of the User's access to the Services and therefore are the unique means to enable the use of the Services. The User, therefore, agrees that all the activities performed using his username and password will have binding effect upon the same User. The User declares to assume any responsibility vis-a-vis Sitonline or third parties for the activities carried out using his username and password. The User must keep username and password with the maximum care and with the maximum secrecy.

4.4 The User undertakes to inform Sitonline, as soon as possible, in writing and by registered mail with receipt notice (or via mail to the email address: info@sitewith.us)

followed within the subsequent 48 hours by a registered letter to the Sitonline S.r.l. address Via Boschetti 6, Milano (Mi), 20121, Italy) i) any not authorized use of his own web space, through his password and username, ii) any not authorized use of his password and username, iii) any other violation of security in relation to the Services or the website of which has become aware. Sitonline undertakes to immediately deactivate the password, upon the above-mentioned communication from the User.

5. Service fees and terms of payment

5.1 Except for the Trial versions of the Services supplied as a free test or for free, each Service obliges the User to pay the fees set out in the relevant OS in force from time to time. The fees for the renewal of the Service will be indicated in the OS in force at the time of the renewal of the Service. The agreements between Sitonline and the User concerning each Service will be considered concluded upon receipt of payment from Sitonline for the agreed Services.

5.2 Unless expressly agreed, the Service fees do not include VAT (20%) and any other tax due.

5.3 Sitonline reserves the right to launch at any time promotional offers, that will be published on the Site and that will be subject to their specific terms and conditions. These offers could be reserved to any User or to some typologies of Users. These promotions will have a limited duration and could be cancelled at any time from Sitonline, unless they have been already accepted by the User.

5.4 The User may pay the Service fees via credit card (Visa, Mastercard) or PayPal service, at the conditions specified in the Site. The credit card information will be stored in an appropriate data bank and will be kept respecting the terms provided for the data protection legislation only for the maximum period of time allowed by the law.

5.5 Upon receipt of payment, Sitonline will send to the address indicated at the time of the OS the invoice of payment. Sitonline reserves the right to send the invoices in an electronic way to the email address provided during the Registration or at the time of the purchase.

5.6 Any and all taxes due as a result of the use of the Service shall be charged exclusively to the User.

6. Changes to the T&C and to the OS.

6.1 Sitonline has the right to modify these T&C and to add, modify or eliminate at its discretion and at any time any OS by way of general notices to the Users published on the Site or via email to the User, with the indication of the effective date of such changes, that must be effective at least 30 days following the aforesaid communication of Sitonline.

6.2 In the event that the changes contemplated in section 6.1 determine an appreciable reduction of the Services provided, the User will have the right to withdraw from of the contract within 15 days from the receipt of the communication mentioned in section 6.1 as provided in section 3.2 and shall have right to the reimbursement of the money relating to the period of residual duration of the stipulated Service for which the right of withdrawal has been exercised. After the expiration of the deadline above mentioned, the changes will be considered accepted by the User and fully effective.

6.3 Sections 6.1 and 6.2 will not be applicable to the individual User that is considered a

“consumer”, if the changes of the T&C are not justified on grounds that need to be indicated in the communication to the User. In this event, the User “consumer” will have the right to the application of the T&C and of the other economic conditions in force at the time of the purchase until the original expiration date of the Service.

6.4 These T&C will remain in force even if Sitonline changes its own domain and/or its brand and/or its corporate name and/or should be involved in corporate transactions with other companies (i.e., merger, demerger, reorganization, assignment or sale of assets). Sitonline shall be entitled at any time to modify its own domain by changing the URL of all websites hosted on its servers.

7. Suspension of the Service

7.1 Sitonline has the right to suspend temporarily, without any advance notice, the supply of the Services for the time strictly necessary for essential and/or appropriate technical maintenance to improve the quality of the Services.

7.2 Sitonline shall, at any time, be entitled to interrupt the performance of the Service due to motivated security reasons or violations of confidentiality by giving notice to the User.

7.3 Without prejudice of section 13, Sitonline shall be entitled to interrupt and cease permanently the Service for the User who has breached the obligations set out in articles 8, 9 and 12 of these T&C.

8. URL and Domains

8.1 With respect to the creation and use of domains (URL) of second level such as www.sitename.com etc. or of third level such as sitename.sitonline.it or www.sitename.sitewith.us, registered or used by the user, Sitonline does not guaranty that “sitename” is available and/or usable.

8.2 The user is expressly forbidden to use third level domains in which the third level is: an offensive term, a too generic term (for instance: web, roma, info, webmaster, staff, etc.), a term not pertaining to the underlying site, a pornographic term or a term linked or linkable to pornographic material or to contents that may not be appropriate for minors, a name or a surname other than those of the User who is creating the Website (name and surname indicated during the Registration procedure), a brand or a logo or a trademark or a patent or a corporate name different from that of the company or the body that is creating the website or, in any case, other than that of the company or body indicated during the Registration procedure, provided that the company or the body shall be able to prove its title to the brand, trademark or name without infringing any rights of third party.

8.3 In case of any breach of paragraph 8.2 above, Sitonline shall have the right to cease the Service at any time and to cancel any content of the related website.

9. Obligations and liability of the user

9.1 The User is liable for any activity carried out while utilizing the Services and the User undertakes to hold harmless and indemnified Sitonline from any claim, request, demand or threat concerning or arising from the use or the abuse of the Services.

9.2 The User undertakes to use Sitonline exclusively for lawful purposes and in compliance with the laws, the regulations, the usages and the customs, and not to use Sitonline, for instance, for:

a) sending to third parties not requested and unwanted messages;

b) exchanging or publishing information, files or documents against the moral, the public order or with the purpose of offending, injuring, directly or indirectly, the addressees of the information or third parties; or by way of offensive, injurious, libellous conduct and/or contents or by way of conducts and/or contents that could breach, directly or indirectly, the Italian law or the law of any other State;

c) unduely processing personal data of third parties.

9.3 The User warrants that any Material, under any form, placed on the Web Space, or on the Website through the User's own Account, is genuine and original. The User warrants to hold good title to all the Materials placed on the Web Space or on the Web Site through the User's own Account.

9.4 The User assumes any and wider liability for any download operations that he may carry out using the Services and for any uploaded Materials in his Web Space.

9.5 Any action and any activity, including, but not limited to placing on the Website and/or on the Web Space and/or on all the other interactive settings provided by Sitonline, the Contents set out below, is expressly forbidden and could cause the immediate termination of the Service and the cancellation of the Web Site. The forbidden Contents described above are the following

- pornographic, child abuse material and/or indecent material or relating to prostitution;
- material infringing copyrights of third parties, pirated soft-wares ("WAREZ, CRACK"), musical files, images and videos;
- offensive or libellous material toward anyone, including expressions of fanaticism, racism, hate, disrespectfulness or threats;
- material that promotes or gives information that instruct on illegal activities or on activities that could be detrimental for third parties;
- software, information or other material containing virus or damaging elements;
- initiatives connected with gambling, competitions, money games without the authorizations required by the Italian law or the law of any other State;
- material inappropriate for minors;
- sale or promotion of products or services forbidden by the Italian law or the law of any other State;
- materials or activities that, in general, breach or induce to breach any provision of the law or of the regulations, including those that protects individuals' rights, or any provision legally issued by Public Authority.

9.6 With respect to the domains (URL) the User undertakes to comply with Netiquette rules.

9.7 The User warrants that he will not carry out any spamming (i.e. sending via e-mail messages that have not been authorized, requested and/or required by the addressees). Sitonline reminds that such activity is forbidden under Netiquette rules as well as under Italian Legislative Decree n. 196/03 relating to personal data protection. Sitonline will deem the User liable also in the event that the unlawful spamming activity is carried out through email addresses other than those purchased from Sitonline and involves, directly or indirectly, a Sitonline Service or directly the Sitonline technical structure (for instance: not authorized promotion of a web site in hosting at Sitoline).

9.8 The User acknowledges and accepts that Sitonline has the right to access, at any time and without previous notice, to the Web Site or the Web Space to verify the compliance with these T&C. Sitonline shall have the right to immediately suspend the Service if, in

Sitonline's opinion, also upon third parties' notice, these T&C have been breached. The User acknowledges and accepts that Sitonline, in compliance with mandatory provisions of law, may deliver the Material placed on the Website or on the Web Space to and/or disclose its content to the competent Authorities. Sitonline is expressly allowed to place on the Web Site any appropriate disclaimer to inform that there is no connection between Sitonline and the User or the User's activity carried out through the Web Site.

9.9 The User grants Sitonline and his commercial partners a personal, unlimited, irrevocable and free licence to broadcast and publicly distribute the Web Site and the Materials therein contained consistently with the aims of the Services and, in case of Trial, also to carry out marketing and promotion activities.

9.10 The User is liable and may be punished for the contents of the Web Site. By placing the Contents on the Website, the User undertakes to comply with these T&C.

9.11 The User undertakes to use Sitonline Intranet Package exclusively as a telecommunication system for global sharing and data exchange and not as a database for filing purposes.

9.12 The User undertakes to store all the Materials placed on his own Web Space through suitable information devices.

9.13 Using Intranet Package, the User may interact with third parties through the Web Site, granting them the right to visualize and/or to download the Contents, through a password and an username created directly by the User.

9.14 The User acknowledges and expressly accepts to hold harmless and indemnify Sitonline from any claim, demand, action or prejudicial effect arising out or derived from any lawsuit brought by any third parties against Sitonline which is based upon the activity carried out by the User or upon the conditions of use of the Services by the User. In such event, the User shall be obliged to refund any expense and to compensate any direct or indirect damage suffered by Sitonline as a result of the above-mentioned lawsuits. The User undertakes to hold harmless and to indemnify Sitonline from any liability and from consequent losses, damages, costs and expenses suffered by third parties and deriving from the use of User's Web Site and/or Web Space, use that is made by internet users or third parties who have been allowed by the User to use the User's Web Site and/or Web Space, provided that such use has not be in compliance with the obligations provided by these T&C. Such indemnity obligation shall include the legal fees borne by Sitonline in connection with any claim filed by third parties for damages or other ground.

9.15 The User assumes any liability for any and whatever damage or prejudice that could be suffered by the User or by third parties as a consequence of the diffusion, misappropriation, transmission to unauthorized third parties of the Materials that the User or third parties have placed on the User's Website and/or Web Space.

9.16 The User accepts to receive emails from Sitonline as part of the Service. Sitonline uses emails only to inform the User on the characteristics and terms of the Service, on problems concerning the Site, on changes of the Service and on promotional offers reserved to Sitonline's Users in compliance with the provisions of the Consumer's Code and the Data Protection Code.

10. Storage

10.1 The User acknowledges and accepts the presence of Log files and the use of cookies, relating to the use of the Service, generated and/or filed by Sitonline, in

compliance with all the applicable provisions of Italian laws or regulations, for the longest period allowed by the applicable Italian laws. The content of the Log is confidential and could be disclosed by Sitonline only upon request of the competent authorities and in compliance with applicable Italian laws.

10.2 The User acknowledges and accepts that Sitonline has the right to storage the Material as well as to disclose it to third parties if this is required by law or by competent authorities or if it is necessary to:

- i) fulfill legal procedures;
- ii) apply the T&C;
- iii) oppose the claims that the Material infringes third parties' rights;
- iv) protect the rights, the ownership or the safety requirement of Sitonline and of its Users.

11. Obligations and liabilities of Sitonline

11.1 The use of the Services is entirely at User's risk, Sitonline does not make any guarantee and any promise with respect to quality, good working or suitability of the Services for any purpose or a specific result expected by the User.

11.2 Sitonline is not liable, in any way, for any possible damage deriving from the inaccessibility of the Services and/or the hosted Web Sites or for delays, malfunctions, suspension and or interruption – neither toward the User nor toward third parties directly or indirectly connected with the User – in the supply of the Service caused by:

- i) virus spread by third parties, data theft caused by third parties;
- ii) tampering or not authorized interventions on the Site, on the Service or on the equipments used by Sitonline, carried out by the User or by third parties;
- iii) tampering or interventions on connection equipments available to the User, carried out by the latter or by unauthorized third parties;
- iv) misuse of the Service by the User;
- v) malfunctions of connection equipments available to the User.

11.3 Sitonline is not liable for damages, claims or losses, direct or indirect, suffered by the User for the failed and/or malfunctions of the electronic equipments of the User or of third parties, including the Internet Service Providers, of the telephone and/or telecommunication systems not managed by Sitonline or by Sitonline employees or, in any case, for causes outside the area of Sitonline foreseeable control, including, for instance, fires, natural disasters, shortage of energy, unavailability of the telephone systems or of other Web Services' suppliers, malfunctions of the servers and of other electronic devices, even if they are not integral part of internet.

11.4 The User acknowledges that Sitonline's activity includes the storage of the information supplied by the User or of the activities carried out by the User through the Web Site and, in compliance with section 16 of Italian Legislative Decree n.70/2003, Sitonline is not aware of the possible unlawfulness of the above-mentioned information or activity and Sitonline is not obliged to get to know and to control the Contents placed on the Web Space. Sitonline is not liable, in any case, for the contents and the opinions, for the services against consideration and for the advertisement, if any, present in the pages of the Web Sites, neither of the actual existence, distribution and delivery of the services or of the products offered by the Users, nor of the compliance and/or the quality of the goods or of the services sold, commercialized, published, with or without consideration, through

the Web Sites.

11.5 Sitonline is not liable for any and whatever damage or prejudice that could be suffered by the User or by third parties as a consequence of the download, in their personal computers or in the personal computer of other persons, of whatever Material available in the Web Site, not directly supplied by Sitonline.

11.6 Sitonline is not liable, in any case, for the damages suffered by the Users for the loss and/or change of the Contents of the Web Sites or of the Materials uploaded in the Web Space.

11.7 In addition to the provisions of paragraph 10.2 above, Sitonline is not liable for the conservation and the storage of the Materials placed on the Web Space and the User undertakes to file said materials on appropriate information devices.

11.8 Sitonline undertakes to adopt all the IT systems of protection of the Materials that are in compliance with the state of the art and of the technology, and to constantly update said systems, to grant the highest level of safety and confidentiality to the User using the Service.

11.9 Sitonline is not liable for any and whatever availability of third-party services, freely given to the clients in order to allow them to complete and improve their Websites (e.g. Youtube video service, Google Maps, etc...).

Management and availability of said services are totally owed by their legal owners.

When and if these services won't be available for free anymore, Sitonline won't grant access to them and it could decide to remove these services from its platform without any previous advice.

12. Copyrights and Intellectual property rights

The User expressly acknowledges that Sitonline is the sole owner of all the intellectual property rights and copyrights, as protected pursuant to the laws relating to the copyright (articles 2575-2594 of the Italian Civil Code, law n.633/1941 as amended by Legislative Decree n.169/1999) and/or of the Intellectual Property Rights Code (Legislative Decree 30/2005) or of other rules and provisions protecting, including but not limited to, the know-how, the source code, software, hardware, projects, applications, patents, industrial secrets, formulas, algorithms, models, database etc., relating to the Services, to the data and to the other materials arising from Sitoline or made available to the User by Sitoline pursuant to these T&C. The User acknowledges that Sitonline grants the User a non transferable and non exclusive licence for the use of Services according to the T&C, provided that the User can not copy, modify, sell, transfer, sub-licence, award to third parties or create works deriving from any copyright and intellectual property right of Sitonline, nor can allow that third parties carry out the actions and activities above-mentioned through the User or his computer, even if the User is not aware of it.

13. Termination

Sitonline has the right to terminate the contract relating to the Service, according to and with the effect provided by art. 1456 of the Italian Civil Code, by a written notice, also anticipated via email, to be confirmed by registered letter in case of breach of any obligation (even only one of them) provided by articles 8, 9 and 12 of these T&C and the User may not claim the refund of the amounts paid as consideration for the Service, if any, without prejudice for any other rights of compensation of damages.

Marco Bottarelli 3/9/09 11:46 AM

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14. Applicable law and Jurisdiction

14.1 These T&C are governed by and construed in accordance with Italian laws.

14.2 Any dispute relating to these T&C and concerning a consumer User shall be adjudicated by the Courts having jurisdiction over the place indicated as the User's residence, if such place is within the Italian borders.

15. Notices

15.1 Any notices in connection with the T&C shall be in writing, delivered without specific formalities, even by email (except for the cases when specific formalities are required):

- to Sitonline S.r.l. Via Boschetti 6, 20121, Milano, email: administration@sitewith.us
- to the User: to the place of residence, fax or email address indicated in the request of Registration or subsequently modified and notified to Sitonline to the address above.

15.2 The User shall notify Sitonline on any irregularities, anomalies or failings of the Service, by registered letter, even anticipated by email, within 48 (forty-eight) hours from the moment when the User become aware of these irregularities. Failing the notice, in the ways and terms above-mentioned, Sitonline is released from any liability if, in case of a timely notice, Sitonline would have cured the anomalies and/or avoided or reduced the damages arising therefrom.

16. Customer care

16.2 Customer care activity is performed via email from 9,30 a.m. to 6,00 p.m. during working days and it is granted only in case of Packages Purchase including the Purchase of the customer care Module. Sitonline undertakes to answer, in the working days, within 48 (forty-eight) hours from the receipt of the email from the User.

The User undertakes not to transfer this agreement, declares not to be a minor and to have carefully read this agreement, accepting all the provisions set forth herein.