

TERMS AND CONDITIONS

The following Contractual Conditions, Terms and Conditions govern the relationship between Giordano Designer and the Customer for graphic design services, photo editing, development of web site design brand / logo, photo shooting and animation graphics. In the case of occasional services and / or collaborations with other agencies freelance graphic and web design as well as for training courses and workshops will be stipulated separately in the contract agreement between the two parties on the basis of the need and specification.

For communications please contact Giordano Designer, via Bergamo, 2 - 24040, Stezzano BG, tel. 392 1679021, e-mail info@giordanodesigner.it

WARRANTY AND LIABILITY.

Once acquired by the customer data necessary for the evaluation of the project will be followed by the sending of Giordano Designer of the estimated expenditures including related data the type of design requested by the customer, processing times and estimated delivery date (subject to that there are no additional requests

by the customer in the design phase and therefore more spending). The customer has the right to take up aa three revisions to any type of project which will be applied over an additional expense based on the type of specific changes requested by the customer.

The customer has the right to terminate this contract within three days for graphics projects and within seven days for the design of a website.

TERMS OF PAYMENT.

The date on which the fees are payable can be found in the receipt issued. Unless otherwise stated, fees are due immediately upon delivery of graphic design, without exception for the design of Web sites, applications, and where under estimate the amount exceeds € 500.00 and for which the required 'advance of 50% to acceptance of the quotation itself (it should be noted in addition that the cancellation by the customer beyond the time limits and above will result in the loss of the way of risargimento for the planning stages already performed).



CONTENT PROVIDED BY THE CUSTOMER.

The expression “Customer Content” indicates any and all information or content placed by a customer or used on its Site or Services Graphics. The Customer Content includes Texts, and personal information concerning its business, statements and reviews and / or _testimonial.

The Customer is solely responsible for their own content. The customer assumes all risks associated with the use of your Content, including with regard to the reliance engendered in the third as to its accuracy, completeness or usefulness of or relating to the disclosure of content such that the Customer or other third party personally identifiable. The Customer represents and warrants as of now that provided the Content does not violate the Acceptable Use Policy (defined below). The Customer may not declare or give the impression that your content is in any way provided, supported or endorsed by Giordano Designer because the customer (and not Giordano Designer) is solely responsible for its own content, it is possible that the Client exposes itself to liability if, for example, the Customer Content violates the Acceptable Use Policy. There is

no obligation on Giordano Designer to remove from the Site Design, Concept Design, Graphic Design or review except to the extent necessary under applicable law. In addition, Giordano Designer has no obligation to back up any part of the Customer Content which may be canceled at any time. It is entirely up to the customer to achieve back-up copies of the Customer Content, if desired.

USE OF CONTENT PROVIDED BY CUSTOMER.

The Customer undertakes not to use the services of Giordano Designer together with the Customer Content for providing products or services that (a) violates third party rights, including any copyright, trademark, patent, trade secret, moral rights, of privacy, publicity or other intellectual property right or proprietary nature; (b) prove unlawful, abusive, illegal, threatening, harmful, invasive of people’s privacy, vulgar, defamatory, false, intentionally misleading, derogatory, pornographic, obscene, abusive so obvious (like material that promotes racism, bigotry, hatred or the fact of inflicting physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or



which is harmful to minors in any way; or (c) be in violation of any law or obligation or restriction imposed by any third parties.

LICENSE.

Without prejudice to the provisions of this Agreement, Giordano Designer grants to Customer a non-transferable and non-exclusive license to use the Site and the Products of Graphic Design (with the exception of Concept Design, Design in Service Design and Design Transfer) for their own commercial purposes. For the avoidance of doubt, it should be noted that the granting of the license, or transfer of, Design Transfer by Giordano Designer to Customer is accounted for in the Agreement for the Transfer of Design.

LIMITATIONS.

The rights granted to the Customer under this Agreement shall be limited as follows: (a) the Customer does not license, sell, lease or hire, transfers, sells, distributes, customize, or otherwise commercially exploit the Site or Services ; (b) Customer shall not modify, draws derivative works of, disassemble, reverse compile or reverse engineer carries on, any part of the Site or the Services; (c) the Customer does not use access

to the Site or the Services in order to establish or promote a service similar or competitor; and (d) except as expressly provided in this Agreement, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, published on the web or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or the Services shall be governed by the terms and conditions contained in this Agreement. The data relating to copyright and the ownership rights of the proprietary nature relating to any content of the Site or the Services shall be marked on all copies. Giordano Designer reserves the right to modify, suspend or terminate, at any time, the Site or the Services, in whole or in any part thereof, with or without notice. You agree that Giordano Designer is not liable to the Customer or other third party in the event of any modification, suspension or termination of the Site or the Services, even if only partial. The User acknowledges and agrees that Giordano Designer has no obligation to provide technical assistance or maintenance relating to the Site or the Services.



SITES AND ADVERTISEMENTS OF THIRD PARTIES.

The Site may contain links to web sites and services of third parties as well as advertisements in favor of third parties (collectively referred to as “Third Party Sites and Advertising”). Such Third Party Sites and Advertising does not fall under the control of Giordano Designer, who assumes no responsibility with respect to Third Party Sites and Advertising. Giordano Designer provides Third Party Sites and Advertising for convenience only and do not review, approve, monitor, endorse, warrant or assume any obligation with respect to Third Party Sites and Advertising. You use all Third Party Sites and Advertising at your own risk. Through direct links to Third Party Sites and Advertising, become applicable to the appropriate policies and terms and conditions of such third parties, including practices relating to privacy and data collection. And ‘advisable that the User accepts all the information it deems ne-

cessary or appropriate before proceeding with a transaction in connection with any such Third Party Sites and Advertising.

