

## **General Contractual Conditions for the Purchase of Photographic Material in Electronic Form**

These contractual conditions refer to and are stipulated with a professional counterpart, interested in the purchase of high-definition images to be used for artistic or publicity purposes or to edit photographic reports in printed or digital publications.

### **Article 1 – GENERAL OBLIGATORY INFORMATION FOR THE BUYER**

1. The photographic images subject to this contract are presented by Publifoto Verona, whose legal headquarters is located in via Apollo XI n° 4a, San Giovanni Lupatoto (Verona- Italy), VAT n° IT00791790231, Administrative Economic Repertory n° 174588 which owns the website “photostockfree.com”. All communications or requests for information may be sent in writing by e-mail, to the following address: [info@photostockfree.com](mailto:info@photostockfree.com)

Publifoto Verona is conventionally named from now ADMINISTRATOR.

### **Article 2 – CONCLUSION OF THE CONTRACT**

1. The photographic images are sold and purchased in conformity with an order from the buyer, sent by the same and accepted by the *administrator* according to the procedures described in point 2 below. The order is subject to these conditions and regulates the contract in such a way as to exclude any other condition and procedure according to which an order may be transmitted by the buyer.

2. Once the choice of the products has been made and upon reading these general contractual conditions, after the user has clicked on the key “**send**”, a page summarising the data entered will be shown. By clicking on the key “**correct**” the user may return to the previous page to correct any errors; otherwise, if the data entered is deemed correct, the user may click on the key “**confirm forwarding of order**” and the order will be definitively transmitted. The order contains the buyer’s data, which has been entered in the special strings of data in the space underneath the general conditions.

3. *The administrator* will ascertain the availability of the product chosen and immediately issue an acceptance of the buyer's order, confirming it with a web mask containing a summary of the general and special conditions applicable to the contract, the information relative to the essential characteristics of the good or service and a detailed indication of the price, means of payment and applicable taxes.

### **Article 3 – PRICES AND FEES**

The prices of the goods and/or services supplied, as well as any applicable taxes and duties, are indicated analytically in the web pages where the individual goods and/or services are offered.

### **Article 4 – DELIVERY OF THE PHOTOGRAPHIC MATERIAL**

The material will be delivered through an immediate download, once the payment has been made as described in the article below.

### **Article 5 – PAYMENT OF THE PRICE**

Payment of the intellectual property ordered by the buyer will be made with a credit card belonging to the main circuits, by entering the credit card number in the special space. Payments are made through the Pay-Pal system, which guarantees cryptography of the data during transmission over the web. *The administrator* cannot be held responsible under any circumstances for possible errors during the payment procedure due to the Pay-Pal system or violation of the system by third parties.

## **Article 6 – GUARANTEE OF CONFORMITY OF THE GOODS**

*The administrator* promises to permit a new download of files purchased in the event they are damaged as a consequence of an error in downloading attributable to the seller's information technology system.

No guarantee is provided with respect to the subsequent utilisation or manipulation of the files for purposes other than those for which the product was sold, or the mere enjoyment of the high-definition images.

The photographic images are sold with a complete license for any successive use (Royalty-free CD) and free from any author's rights.

## **Article 7 – EXCLUSIVE LICENSE FOR SALE OVER THE INTERNET**

*The administrator* reserves the exclusive right to sell said photographic material over the Internet or through any other means. The buyer expressly promises to utilise the material subject to the purchase for personal purposes, without proceeding with additional alienations. Any utilisation for artistic or professional purposes that entail modifications are excluded from this reservation, which may be considered intellectual works in their own right.

*The administrator* may protect themselves legally and request compensation for damages derived from the violation of the aforementioned exclusive right.

## **Article 8 – PROTECTION OF PERSONAL DATA**

Treatment of personal data is in conformity with norms in force, as indicated in the special privacy policy, which is published in the website, is expressly accepted by the users and is referred to for the purposes of this contract.

## **Article 9 – INSTRUMENTS FOR THE SETTLEMENT OF DISPUTES**

1. For all controversies concerning or connected to this contract, which could arise, the parties hereby promise to make every attempt to settle the dispute in accordance with the regulations of reconciliation of the Chamber of Commerce of Verona.

2. In the event the attempt at reconciliation fails, the controversy will be settled by a sole arbiter according to the arbitral procedure envisioned by the Regulations of the Arbitral Chamber instituted at the Chamber of Commerce of Verona, with the exclusion of cases that refer to the last paragraph. The arbiter will decide ritually, according to law, in respect of the Regulations of the Arbitral Chamber of Verona in force at the time this agreement is stipulated, as well as the compulsory norms of the Italian Code of Civil Procedure.

#### **Article 10 – ACCESS TO THE CONTRACT AND THESE GENERAL CONDITIONS**

A copy of these General Conditions may be downloaded and saved on the buyer's computer, by clicking on the key "**download general conditions**". A copy of the orders forwarded by the buyer and regulated by these general contractual conditions is conserved in electronic form in the server of the *administrator*, and may be supplied on request by the buyer, in electronic form, and will be sent by dispatch to the e-mail address indicated by the customer and without additional costs, or in a hard copy form following payment of the cost of reproduction and posting.

#### **Article 11 – LANGUAGES AVAILABLE FOR CONCLUSION OF THE CONTRACT**

These contractual conditions are available in the following languages: ENGLISH.