



# Licence Agreement

## 1. Legal notice.

1.1 This License Agreement constitutes a valid and binding agreement between you and MAGIS for the use of the Service and the Content (as defined below). You are required to read this Agreement and agree to all of its terms and conditions in order to access and use the Service and the Content (as defined below).

1.2 In any case, by using the Service and/or any of the services provided by MAGIS or by accessing, downloading and/or using the Content, you agree to be bound by the terms of this Agreement. Therefore, if you do not agree to the terms and conditions of this Agreement, do not use any of the services offered by MAGIS, including without limitation, access to and use of any information, materials or content provided by or made available by MAGIS.

## 2. Definitions.

"Agreement" refers to this License Agreement.

"Author" means the individual (or entity) who created the Content.

"Content" means any models, texts, scripts, cut outs, images, photos or work protected by copyright which is licensed under the terms of this Agreement.

"MAGIS" means Magis S.p.A., a company duly existing and organized under the laws of Italy, with registered office at Z.I. Ponte Tezze, Via Triestina Accesso E, Torre di Mosto (VE), Italy.

"Service" means the interactive service owned and operated by MAGIS on the Internet's World Wide Web, which allows the User to download any Content to his computer.

"User" means each person who establishes a connection for access to and/or use of the Website, Service and/or Content provided by MAGIS and who has agreed to be bound by the terms and conditions of this Agreement. If a User enters this Agreement in the name/in place of a company, association or body, then the coverage of this Agreement will extend to both the User and the represented body.

"Website" means the website <http://www.magisdesign.com> and <http://www.magismetoo.com> and any other website through which MAGIS shall offer the Service.

## 3. Registration.

3.1 Prior the using of the Service, User must register via the provided Registration Form and shall:

- (i) provide true, accurate, current and complete information ("Registration Data") about himself as prompted by the RegistrationForm;
- (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Upon completing the Service's registration process, User will be designated with an account with a password. User shall be responsible for maintaining the confidentiality of the password and/or account and fully responsible for all activities that occur under his password and/or account.





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## 3.2 User agrees to:

- (i) notify MAGIS of any unauthorized use of his password and/or account or any other breach of security, and
- (ii) ensure that User exit from his account at the end of each session.  
MAGIS shall not be liable for any loss or damage arising from User's failure to comply with any security measure.

## 4. Grants.

4.1 Provided User accepts, agrees and complies with the terms and conditions of this Agreement, during the term of this Agreement, MAGIS grants User a royalty-free, limited, non-exclusive, personal, non-sublicensable, non-assignable, non-transferable license to access the Website and Service and to download and use the Content in an unmodified form onto a single computer.

4.2 The above license shall be strictly limited to the royalty-free and non-commercial use of the Content in the design, creation, presentation, publication and/or dissemination to the public of models, renderings, press articles and illustrations.

## 5. License Restrictions.

### 5.1 Notwithstanding anything in this Agreement to the contrary, User may not:

- (i) market, distribute, gift, assign, transfer, sell, sublicense, otherwise transfer or grant rights in or to the Content to anyhow, except as expressly provided in this Agreement or as provided by prior written consent of MAGIS;
- (iii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, or disassembling or hacking of any Content;
- (iv) export or re-export the Content in violation of any applicable export laws;
- (v) use the Website, the Service or Content in any way that would violate any applicable law, regulation, or ordinance;
- (v) access or use the Website, the Service or any Content to create, develop, transmit, or store works, materials or information that: (a) infringe any third party's intellectual property or other proprietary rights, (b) are abusive, defamatory, harmful, or obscene, or (c) interfere with or obstructs the normal performance of another person's use of the Website, Service and/or Content.

5.2 Content may not under any circumstances be used in or in conjunction with any materials that are pornographic, defamatory, obscene, fraudulent, libellous, infringing, immoral, or illegal or which may bring the goodwill or reputation of MAGIS into disrepute.

5.3 User's registration and/or access to the Website and/or use of the Service and/or Content may be monitored by MAGIS. Suspicious activities such as abnormal downloads or login activities may result in the automatic suspension or termination of User's registration.

## 6. Proprietary Rights.

6.1 This Agreement provides User with a limited license to access the Service and to download and use the Content. MAGIS and respective Author, if any, retain all right, title, and interest in and to all copyrights, patents, trade names, trademarks, service-marks, and other industrial or intellectual property rights in and to the Website, the Service and the Content (the "IPR"). All rights not specifically granted in this Agreement are expressly reserved by MAGIS and/or by the Author, if any.





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6.2 "MAGIS" and any logos associated therewith are trademarks or trade names of MAGIS (the "Trademarks"), all rights reserved. All other trademarks or trade names or other material appearing on the Website are the property of their respective owners.

6.3 User agrees:

- (i) not to challenge or assert any claim against the validity of MAGIS' IPR, or against the IPR of any Author or other licensors;
- (ii) not to reproduce or use (or authorize the reproduction or use of) any IPR or any Trademarks in any manner other than as expressly authorized in writing by MAGIS;
- (iii) to make reference to this licence (as appropriate to the media used) on all copies of the Content presented, published or otherwise disseminated or made available to the public;
- (iv) to expressly recognise MAGIS'/Author's rights in any Content, as appropriate to the media used; and
- (v) to keep intact all notices that refer to this licence and to MAGIS'/Author's rights, that MAGIS specifies to be associated with the Content.

## 7. Representations and warranties.

User represents and warrants that: (a) he possesses the legal right and ability to enter into this Agreement and to comply with its terms and conditions, (b) he will access the Website and use the Service and the Content for lawful purposes only and in accordance with this Agreement and all applicable laws and regulations, and (c) he will always provide and maintain true, accurate, current and complete Registration Data as requested by MAGIS.

## 8. Indemnification.

User agrees to indemnify, hold harmless and defend MAGIS and its business partners, affiliates, parents, subsidiaries, shareholders, directors, officers, employees, agents, and representatives (collectively "Representatives"), against any loss, damages, liability, third party actions, claims, lawsuits, or proceedings (including without limitation reasonable legal fees and costs) incurred by MAGIS or any of its Representatives arising out of, relating to or in connection with User's (a) the use or misuse of the Website, the Service or the Content in any form; (b) violation of or breach of any term of this Agreement, and/or (c) any other negligent act, omission, wilful misconduct or wilful deceit.

## 9. Disclaimer of Warranties.

9.1 The Website, Service and/or Content are provided "as is" and/or "as available" basis and there are no warranties, claims or representations made by MAGIS, either express or implied, or statutory, with respect to the Website, Service or Content, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance, or trade usage.

9.2 MAGIS does not represent or warrant:





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(i) that the Website, Service and/or Content will always be available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, or will operate without data loss;

(iii) the Website, Service and/or Content will satisfactorily meet User's requirements; and

(iv) the acquired results from the use of the Website, Service and/or Content will be accurate or reliable.

MAGIS does not warrant any connection to or transmission from the Internet.

9.3 User will be solely responsible for any loss of data or damage to his computer that results from any material downloaded or otherwise obtained through the use of the Website, Service and/or Content, which is done at User's sole discretion and risk. Therefore, User acknowledges that the entire risk arising out of the use of the Website, Service and/or Content remains with him, to the maximum extent provided by law.

## 10. Limitation of liability.

User agrees that in no event shall MAGIS be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages whatsoever, including but not limited to, damages for loss of profits, goodwill, business interruption or other monetary or intangible losses, even if MAGIS has been advised of the possibility of such damages, that result from: (i) the use or the inability to use the Website, Service and/or Content; (ii) the cost of obtaining of substitute goods and services; (iii) unauthorized access to or alteration of User's transmissions or data; (iv) messages or conduct of any third party on the Website or Service; and/or (v) any other matter relating to the Website, Service and/or Content.

## 11. Modifications of the Service.

MAGIS reserves the right to modify or discontinue, temporarily or permanently, the Service, whole or parts, with or without prior notice, at any time. User agrees that MAGIS shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the Service.

## 12. Term; Termination.

12.1 This Agreement will be effective as of the date User accepts this Agreement and will remain in effect until terminated by either Party as follows:

(a) User may terminate this Agreement at any time provided he ceases all use of the Service and Content provided by MAGIS and he destroys or removes from his computer, networks and other storage media all copies of any Content in his possession or control;

(b) MAGIS may terminate this Agreement at any time, with or without cause, by providing notice to User and/or preventing his access to the Website, Service and/or Content;

(c) this Agreement and the rights granted to User hereunder will terminate automatically if User fails to comply with one or more of the following provisions: par. 3.2, 4, 5, 6.3, 7 and 8.

12.2 No notice will be required from MAGIS to effectuate any termination. Upon termination of this Agreement, for any reason whatsoever:

(a) User's registration will end; (b) User's password will be deleted and all access to the Service and Content will end; and (c) User must destroy all copies of the Content in his possession or control.





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13. Governing law and competent jurisdiction.

13.1 This Agreement shall be governed and construed in accordance with the laws of Italy.

13.2 Any dispute between the Parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and sole venue of the competent Courts of Treviso, Italy. The above notwithstanding, MAGIS shall be entitled, at its discretion, to initiate proceedings before the Courts where the User shall have his domicile.

### 14. General Provisions.

14.1 This Agreement constitutes the full and complete understanding between the Parties and shall supersede all other existing contracts and understandings between the Parties hereto, which prior contracts and understandings, if any, are hereby automatically terminated, cancelled and declared void without either Party being entitled to claim any indemnity for lack of notice or otherwise.

14.2 Neither Party shall be entitled to transfer, assign or otherwise dispose of its rights and obligations hereunder without the prior written consent of the other.

14.3 This Agreement shall not be amended nor modified except in writing and accepted by both MAGIS and User.

14.4 If at any time any one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and the offending portion shall be severed herefrom, unless such provision was an essential inducement for either of the Parties to enter into this Agreement.

14.5 Failure by either Party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such Party to thereafter enforce each and every provision herein.

14.6 User hereby acknowledges to have read, understood and agree to the terms and conditions of this Agreement in their entirety.

