

# Disclaimer

## 1. PRELIMINARY REMARK

The technical attachment included in the page of ONEMINUTESITE programme (hereafter: PROGRAMME or SERVICE or SERVICES) is a fundamental and basic part of the hereby agreement and it constitutes its preliminary remark.

## 2. CONTRACTING PARTIES

The hereby agreement constitutes the entire Agreement between 1Minutesite Ltd., (hereafter: COMPANY), Head Office in 20, Broadwick Street, London, W1F 8HT, UK - and the USER (hereafter: USER) that wants to use the PROGRAMME, who must enter all necessary data in the Registration form.

## 3. OBJECT OF THE AGREEMENT

By this agreement, the COMPANY allows the USER to use the above-mentioned PROGRAMME –but not in an exclusive way - as ASP (that is to say as a remote software that user can access using authentication credentials); the PROGRAMME will remain exclusive property of the COMPANY.

Within this agreement, hardware and software Technical Services for USER are not included. USER gives the COMPANY the right to add promotional information to the informative material sent via the PROGRAMME; they also admit to not have the right to have any subsequent or possible income of the COMPANY.

## 4. REGISTRATION, ACTIVATION AND PROGRAMME VERSIONS

By registration, as referred to in the section no.2, COMPANY will provide the USER the access codes in order to use the SERVICE (so-called authentication credentials) and the USER will have the right to use the Free version of the PROGRAMME for free. Moreover, the CLIENT accepts the following features of the PROGRAMME versions:

	<b>FREE</b>	<b>BASIC</b>	<b>PROFESSIONAL</b>	<b>BUSINESS</b>
<b>PAGES</b>	3	5	20	Unlimited
<b>DISK SPACE</b>	10 MB	25MB	100MB	1000MB
<b>IMAGE MAXIMUM SIZE</b>	3MB	3MB	3MB	3MB

If using the **Free version**, the COMPANY reserves the right at any time and without notice, to suspend or terminate the relationship, without any indemnification and/or compensation for USER.

By using the FREE version, USER accepts any kind of promotional material on the website that is created by Free version of this PROGRAMME.

## **5. CONFIRMATION AND TERMS OF THE AGREEMENT**

In the case the USER wants to purchase Basic, Professional or Business versions of the PROGRAMME, he will be charged with the payment of amount due as referred to in the section no.6.

Contemporary to the payment of amount due, the agreement will be effective and it will last for 1 year (12 months).

At the end of the term, as referred to on the previous paragraph, the agreement could not be considered renewable if the payment of amount due, as referred to in the section no.6, is not previously received.

## **6. PAYMENT AND PAYMENT METHODS**

The total amount due to the COMPANY by USER in order to use the PROGRAMME is the one that appears when completing the registration form and is clearly specified in the technical attachment, as referred to in the Preliminary Remarks; total amount due must be paid by following methods and terms described in the above-mentioned attachment.

The total amount includes VAT. The COMPANY reserves the right to change USER's pricing upon 15 days' notice before the agreement expires, by noticing the USER to the email that appears on the registration form.

In case of late payment and subsequently non-payment within 10 days after the payment terms previously agreed, the COMPANY can suspend the PROGRAMME; moreover, if the COMPANY does not receive prompt payment within 7 business days after the suspension of the service, it deserves the right to consider the agreement terminated.

## **7. USER OBLIGATIONS**

User must use the PROGRAMME in an ethical and legal way; he must indemnify and hold the COMPANY harmless from and against all claims, if violating this obligation.

USER must not reveal to any third party the PROGRAMME access code that COMPANY provides provided while registering, and, in general, he must not let the PROGRAMME to be used by third party.

As concerning this aspect, the USER must promptly notify COMPANY of any possible loss, theft and/or disclosure of the PROGRAMME access codes, and he has the full responsibility for any damages derived from the obligation violation, as referred to in the previous paragraph.

USER must not copy, modify and, in general, reproduce in any way, either totally or partially, the PROGRAMME, and he must also keep secret its content and protect the COMPANY's patent rights.

## **8. GUARANTEES, COMMITMENTS AND CLIENT RESPONSIBILITIES**

Every information, image, material or message in every format (video, audio or etc.), if added in public areas of the PROGRAMME and connected to the client, will be considered in his ownership and/or in its sole and legitimate availability.

This material does not violate nor transgress any copyright, brand mark, patent or other right deriving from law, agreement and habit. In particular, USER states that is not permitted to use or let other use the PROGRAMME in order to violate to the current regulations of any other State and/or agreements, treats or international laws, in the same way as is not permitted to the USER to use the PROGRAMME to damage the image of COMPANY, nor violating labels rules and against moral use, good habit and public order (for example, by publishing online pornographic, blasphemous, racist contents, etc.) or with the aim of molesting the public and private peace, offending, or direct and indirect damaging anyone and tempting to violate the secret of the private messages as well as the use of 'email spamming' techniques or similar techniques (not solicited emails and/or without authorization by the addressee). Moreover, USER commits himself to not use Internet access for any computer hacking.

The USER will keep the COMPANY, essentially and processually, unaffected from any loss, damage, responsibility cost or expense including legal fees deriving from every violation of what is stated in the current article. In particular, the USER will be considered as unique and exclusive responsible for every damage and prejudicial consequence for the COMPANY or third parties. If the USER is a juridical person he will civilly respond also for its workers, sales representatives, representatives and collaborators, in general, that use the required services. The USER maintains the ownership of the information assuming every responsibility for any and all content, by expressly keeping the COMPANY harmless against all responsibility of verification and/or control. That is why any of the COMPANY responsibility for an unauthorized information publication by the user is excluded. The COMPANY reserves the right, without any obligation, to temporary or permanently suspend the publication of what in contrast with the current article or juridical laws. If the information is created for an advertising purpose, the USER guarantees that it complies with every related disposition.

In case of violation of the above-mentioned obligations by the USER, the COMPANY reserves the right to immediately terminate the current agreement to be relieved by the USER and kept uninjured from any prejudicial consequence.

## **9. COMPANY OBLIGATIONS**

The COMPANY is committed to provide the best technology to its knowledge and use its best resources to provide an efficient service. In case of any malfunction of the SERVICE and/or its eventual interruption for any reason (for example, Service breakdown or maintenance), the COMPANY is committed to solve the problem and restore the service in the shortest time.

## **10. LIMITATION OF RESPONSIBILITIES**

Under no circumstances the COMPANY will be responsible for (thus USER will be considered responsible for such aspects): a) SERVICE malfunction and/or its possible suspension depending on the access devices used by USER (for example, hardware and software systems) and/or telephone or electricity networks and, in general and by law, because of delay, malfunction and/or interruption of the PROGRAMME due to circumstances beyond our control; b) USER and/or third party's damages caused by the use of PROGRAMME and/or information and/or messages provided through it; c) possible improper and/or illicit use of the PROGRAMME by the USER.

## **11. SUSPENSION OF THE PROGRAMME AND TERMINATION OF THE AGREEMENT**

The COMPANY reserves the right to suspend the use of the PROGRAMME and/or terminate the agreement ex art. 1456 Civil Code, besides as referred to in section no.6, paragraph V, in the following case: a) non-compliance with obligations, as referred to in the section no.7 of the hereby agreement, by the USER; b) improper use of the PROGRAMME by the USER that can damage and/or annoy third party; c) improper use of the PROGRAMME by the USER (and/or by third party) that can damage the image of the COMPANY.

## **12. CONTACTS**

Any communication to the COMPANY by the USER has to be sent to the following address details:

- Address: 20 Broadwick Street, London W1F 8HT, United Kingdom

- e-mail :info@1Minutesite.co.uk ;

Any communication to the USER by the COMPANY has to be sent to the address details that appear in the registration form.

## **13. AGREEMENT AMENDMENTS**

Any amendments and/or additions to this agreement, including any different or additional performance to the ones mentioned in the hereby agreement, must be made in writing and signed by both parties.

## **14. FURTHER AGREEMENTS BETWEEN PARTIES**

The hereby agreement represents the entire Agreement between Parties and any previous understandings or agreements between the COMPANY and the USER, whether oral or written, are hereby null and void.

## **15. SPECIFIC APPROVAL**

The USER accepts the following clauses:

5. Confirmation;
6. Payment and payment methods;
8. Guarantees, commitments and client responsibilities;
10. Limitation of responsibilities;
11. Suspension of the programme and termination of the agreement;

## **16. PRIVACY POLICY**

1Minutesite Ltd. considers the confidentiality of your information and your privacy to be important. We do not make any data collected on this website available to third parties. We do not share your data with any of our other clients. We do not sell lists, accept advertising, or generate any third party revenue from the data that is generated on this website.

Data gathered will only be used for our internal purposes and for this we seek your consent. By filling your details you expressly consent under all relevant data protection legislation to the use of any personal information gained by 1Minutesite Ltd. from your registration, so that 1Minutesite Ltd. may regularly analyse data pertaining to visitor trends, research consumption, and research grading in order to improve our research, plan website enhancement and measure overall website effectiveness.

We will also add your information to our database of clients for direct marketing purposes. If you do not wish information gathered to be used in the manner outlined above, we would request that you do not fill your details.

As part of 1Minutesite Ltd.'s email policy all email activity is monitored. As part of this monitoring policy 1Minutesite Ltd. reserves the right to remove attachments and/or block emails that do not comply. This can be based upon, but not exclusively, content, possible virus infections and on recipient and/or sender criteria.

1Minutesite Ltd. is not an agent for and does not vouch for those persons, companies and other organisations whose goods or services may be displayed or referred to in 1Minutesite Ltd, nor for the availability, suitability or prices of such goods and services nor for the legal entitlement, competences, professional qualifications, trade certifications, or memberships of trade associations of such persons, companies or other organisations. 1Minutesite Ltd. advises users to satisfy themselves as to the exact type and nature of goods or services being offered or qualifications held by those persons, companies and other organisations whose goods or services may be displayed or referred to in [1Minutesite Ltd.](#)

1Minutesite Ltd. may make available certain information provided by third parties. 1Minutesite Ltd. recommends that before you use any such information with respect to any issues or questions that you may have relating to medicine, law, accounting or any other profession you seek advice from a qualified professional.

## **Subject Access Requests**

Under the Data Protection Act 1998, you can make a formal request for the following information

- clarification that your personal data is being processed by 1Minutesite Ltd.
- a description and copies of such personal data
- the reasons why such data is being processed
- details of to whom they are or may be disclosed

1Minutesite Ltd.  
Data Protection Responsible  
20 Broadwick Street  
London  
W1F 8HT  
UK