

Last Revised April 12th, 2015

EFFECTIVE DATE: APRIL 12TH, 2015

Welcome to the A TOUCH OF ITALY web site, which is located at www.atouchofitaly.eu (the "Web Site"). The following Terms of Service ("TOS") contain the terms that govern your use of the Web Site and A TOUCH OF ITALY Service (as defined below). These TOS describe your rights and responsibilities and what you can expect from the A TOUCH OF ITALY Service. Use of the A TOUCH OF ITALY Web Site constitutes acceptance of these TOS.

A TOUCH OF ITALY reserves the right to add, delete and/or modify any of the terms contained in this TOS, at any time and in its sole discretion, by posting a new agreement on the A TOUCH OF ITALY Web Site. If any modification is unacceptable to you, your only recourse is to not use the Web Site and the A TOUCH OF ITALY Service. Your continued use of the A TOUCH OF ITALY Web Site following posting of a new TOS on the A TOUCH OF ITALY Web Site will constitute binding acceptance of the changes. If you have any concern about the TOS, please contact us at info@atouchofitaly.eu

1. THE A TOUCH OF ITALY SERVICE.

A TOUCH OF ITALY provides prints of Italian landscape on canvas through the Web Site (the "A TOUCH OF ITALY Service (ATOIS)").

2. USE OF THE WEB SITE AND A TOUCH OF ITALY SERVICE.

- 1 Eligibility. A TOUCH OF ITALY will only knowingly provide the ATOIS to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 14 years of age, you may use the ATOIS only under the supervision of a parent or legal guardian who agrees to be bound by these TOS. The ATOIS is not intended for children under the age of 14.
- 2 Compliance with TOS and Applicable Law. You must comply with all of the terms and conditions of these TOS, the applicable agreements and policies referred to below, and all applicable laws, regulations and rules when you use the ATOIS and the Web Site.
- 3 Your License to Use the Web Site and the ATOIS.
 - (a) A TOUCH OF ITALY solely and exclusively owns all intellectual property and other rights, title and interest in and to the ATOIS and Web Site, except as expressly provided for in these TOS. You will not acquire any right, title or interest therein under these TOS or otherwise.
 - (b) A TOUCH OF ITALY grants you the permission to access and use the Web Site and the ATOIS for its intended purposes, subject to your compliance with these TOS. This permission does not include the right to collect or use information contained on the Web Site for purposes prohibited by A TOUCH OF ITALY; to compete with A TOUCH OF ITALY; create derivative works based on the content of the Web Site; or download or copy the Web Site (other than page caching). If you use the Web Site in a manner that exceeds the scope of this permission, A TOUCH OF ITALY may PURSUE ANY LEGAL COURSE OF ACTION PERMITTED UNDER APPLICABLE LAW.
 - (c) This Section 2.3 does not pertain to your intellectual property rights. For information regarding your intellectual property rights, please see Section 4.1.
- 4 Third-Party Services. A TOUCH OF ITALY may use third parties to provide certain services accessible through the Web Site. A TOUCH OF ITALY does not control those

third parties or their services, and you agree that A TOUCH OF ITALY will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as these TOS when you use these services. If any such terms or policies conflict with A TOUCH OF ITALY's TOS, agreements or policies, you must comply with A TOUCH OF ITALY's TOS, agreements or policies, as applicable.

3. GENERAL RULES.

- 1 Prohibited Use. You may only use the ATOIS as expressly permitted by A TOUCH OF ITALY. You may not cause harm to the Web Site or the ATOIS. Specifically, but not by way of limitation, you may not: (i) interfere with the ATOIS by using viruses or any other programs or technology designed to disrupt or damage any software or hardware; (ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the ATOIS; (iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Web Site, except in the operation or use of an internet "search engine", hit counters or similar technology; (iv) collect electronic mail addresses or other information from third parties by using the ATOIS; (v) impersonate another person or entity; (vi) use any meta tags, search terms, key terms, or the like that contain A TOUCH OF ITALY's name or trademarks; (vii) engage in any activity that interferes with another user's ability to use or enjoy the ATOIS; or (viii) assist or encourage any third party in engaging in any activity prohibited by these TOS.
- 2 Prohibited Use Promise. By using the A TOUCH OF ITALY Web Site, you are promising that you are not using the ATOIS or the Web Site for any of the Prohibited Uses.

4. RESERVATION OF RIGHTS.

- 1 Monitoring. A TOUCH OF ITALY reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Web Site. If A TOUCH OF ITALY determines, in its sole and absolute discretion, that you or another A TOUCH OF ITALY user have breached or will breach a term of these TOS or that such transaction or communication is inappropriate, A TOUCH OF ITALY may cancel such transaction or take any other action to restrict access to or the availability of any material that we may consider objectionable, without any liability to you or any third party.
- 2 Modification of the Service. A TOUCH OF ITALY may modify the ATOIS at any time with or without notice to you, and will incur no liability for doing so.

5. REPRESENTATIONS AND WARRANTIES.

- 1 Mutual Representations and Warranties. You represent and warrant to A TOUCH OF ITALY and A TOUCH OF ITALY represents and warrants to you: (i) that you or it has the full power and authority to enter into and perform under these TOS, (ii) the execution and performance of your or its obligations under these TOS do not constitute a breach of or conflict with any other agreement or arrangement by which you or it is bound, and (iii) these TOS are a legal, valid and binding obligation of the party entering into these TOS, enforceable in accordance with their terms and conditions.

6A. DISCLAIMERS AND EXCLUSIONS.

- 1 DISCLAIMER OF WARRANTIES. A TOUCH OF ITALY PROVIDES THE WEB SITE AND ATOIS ON AN “AS IS” AND “AS AVAILABLE” BASIS. A TOUCH OF ITALY DOES NOT REPRESENT OR WARRANT THAT THE WEB SITE, ATOIS OR ITS USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. A TOUCH OF ITALY MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.
- 2 EXCLUSION OF DAMAGES. A TOUCH OF ITALY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE ATOIS, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6B. LIMITATION OF LIABILITY.

- 1 LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF A PARTY’S REPRESENTATIONS AND WARRANTIES UNDER THESE TOS OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THESE TOS, IN NO EVENT WILL THE LIABILITY OF A TOUCH OF ITALY EXCEED THE VALUE OF SIGNS RECEIVED OR SERVICES RENDERED. THE VALUE OF SIGNS OR SERVICES ARE LIMITED TO THE STATED VALUE ON THE A TOUCH OF ITALY WEB SITE OR AS STATED BY AN AUTHORIZED A TOUCH OF ITALY AGENT.

7. INDEMNIFICATION.

You agree to indemnify and hold A TOUCH OF ITALY and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the “Parties”) harmless from any damage, loss, or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“Claim”) brought against any of the Parties alleging that you have breached any of these TOS through any act or omission, including but not limited to any claim that your content infringes or violates the legal rights of any other party. If you have to indemnify A TOUCH OF ITALY under this Section, A TOUCH OF ITALY will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without A TOUCH OF ITALY’s express written permission.

8. TERMINATION.

- 1 Termination. A TOUCH OF ITALY may suspend or terminate your use of the Web Site or ATOIS if it believes, in its sole and absolute discretion, that you have breached a term of these TOS.
- 2 Survival. Notwithstanding Section 10.1 above, these TOS will survive indefinitely unless and until A TOUCH OF ITALY chooses to terminate them.

9. NOTICE.

All notices required or permitted to be given under these TOS will be in writing and delivered to the other party by electronic mail. If you give notice to A TOUCH OF ITALY, you must use the following addresses: Cornelis van der Lijnstraat 81, 2593NE, Den Haag, The Netherlands, or info@atouchofitaly.eu. If A TOUCH OF ITALY provides notice to you, A TOUCH OF ITALY will use the contact information provided by you to A TOUCH OF ITALY. All notices will be deemed received by electronic mail, 24 hours after the message was

sent, if no “system error” or other notice of non-delivery is generated. If applicable law requires that a given communication be “in writing,” you agree that email communication will satisfy this requirement.

10. DISPUTE RESOLUTION.

All disputes arising from and/or connected to the commission or any agreements deriving from it shall be submitted to the competent judge in The Hague, the Netherlands. The commission and agreements deriving from the commission shall be governed by the laws of the Netherlands,

11. MISCELLANEOUS.

These TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of The Netherlands without reference to conflict of law principles. These TOS will not be assignable or transferable by you without the prior written consent of A TOUCH OF ITALY. These TOS (including all of the policies and other Agreements described in this TOS, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and A TOUCH OF ITALY are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS. The invalidity or unenforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect.