

## **LEGAL NOTICE**

### **Definitions**

"Legal Memorandum": the present terms or conditions;

"web site" or "site": homepage of the site [www.in-es.com](http://www.in-es.com) and internet pages contained therein or other assembly of information and/or applications managed by In-es.artdesign and/or made available with access through IT devices such as PCs, notebooks, pocket PCs, cellular phones, digital cameras, televisions or other network devices for connected or wireless networks.

"content": web pages, text documents, editorial content, communications, plans, graphics, images and photographs, data banks, software and any other audio-visual material of any form and type whatsoever;

"services": all those functions, devices, applications, information or other services available through this website;

"visitor" or "user": any person accessing the website, with or without permission of In-es.artdesign or who, not being registered, uses the website.

"framing": insertion of the "selected" (linked) page, belonging to a given site, inside a different "selector" (linking) site;

"deep link": the direct recall within one website to a particular page of a different website, without the need to go through the latter site's home page.

### **Procedures and conditions for use of the website**

Any person entering this website or using it in any way whatsoever accepts that he or she will be bound without restrictions by the conditions therein specified. Should any such person not accept these conditions or not intend to be bound by same, he or she shall not be regarded as authorized to access this website or to use or download any material from said website.

In-es.artdesign reserves the right at any time to update or modify these conditions as well as the procedures for use of the website, without any requirement to provide advance notice. Where the conditions are so modified, access to the website shall imply an undertaking to comply with the conditions as modified.

### **Applicable rules**

All content published or present on the website, including their selection and organization as well as the layout and design of the website, are protected by the rules relating to privacy (Legislative Decree 30/6/2003, no. 196), by the law on copyright (Law 22/4/1941, no. 633, as modified by Legislative Decree 29/12/1992 no. 518, on the legal Protection of software) and by other national and international regulations relating to the protection of intellectual and industrial property, including subsequent modifications and integrations.

### **Ownership of rights**

In-es.artdesign has exclusive ownership of and competence for this website; the relevant internet domain name has been formally assigned in accordance with the methods and procedures in force at the time of request of such assignment.

The following should be noted:

- manager/owner as well as provider of the site: In-es.artdesign;
- telecommunications operator: ;
- infrastructure provider: In-es.artdesign
- access provider:
- hosting provider: In-es.artdesign;
- content provider: In-es.artdesign;
- the domain name was registered by In-es.artdesign

Rights relating to content belong to In-es.artdesign. Some of the internet pages of this website may also contain material which is subject to the copyright of those who have made it available (e.g. the authors of articles made available in the Books ("Biblioteca") section).

In publishing these pages, In-es.artdesign in no way grants any right in relation to any such material on the website.

## Content and purpose of the site

The content of the website has been cleared for compliance with the laws of Italy and with European Union directives, including directives for the protection of literary and artistic works, and it is targeted towards national and international users.

The site's function is to ensure the internet publication, for purposes of information and publicity, of news relating to the company and the Group to which it belongs, as well as for provision of online services.

In-es.artdesign clarifies in particular that:

- the "products" area is aimed at presenting, also visually, In-es.artdesign production;
- the "projects" area is aimed at identifying a number of significant areas of application for In-es.artdesign products;
- the "lighting engineering home guide" plays a purely illustrative role;
- the "press " area is devoted to presenting innovations from In-es.artdesign to the general public;

In-es.artdesign confirms the following:

- that it applies appropriate procedures to guarantee standards of precision, completeness, adequacy, updating and timely relevance with regard to the information contained in the website;
- that it undertakes in the shortest possible time to eliminate any technical or typographical errors;
- that it reserves the right at any time to make changes, without notice and at its discretion, to the content and to the operational procedures of the website and of the services offered;
- that it cannot be held liable for any inaccuracies, errors, updating delays.

The content of the website and all parts of same may be reproduced (even only in part or quoting the source) only with the prior written consent of In-es.artdesign.

## Rules for use of the content of the site

### 1. Permitted activities

Access to the website and its content, whether as a non-registered or registered visitor, is permitted only for purposes permitted by In-es.artdesign and highlighted on this same website. The website and the data contained therein may be consulted or handled only for personal use (for instance, for one's own information, research, study)

### 2. Prohibited activities

The user may not use or cause third parties to use the website and the data therein contained for commercial purposes. Any use by the users in question for commercial purposes or economic gain is therefore expressly forbidden, save as otherwise contractually agreed in advance with In-es.artdesign and in writing.

The following are in all cases forbidden:

- modification of the website or any of its contents or access procedures;
- behaviour constituting an offence under the rules in force (e.g. the so-called 'IT crimes' such as the Italian offence of 'information domicile');
- behaviour intended to break up parts or sections of this website and/or to incorporate them into other websites belonging to third parties, to alter, copy, reproduce, re-publish, to load from a program, to make public, to transmit or distribute such content in any manner, in whole or in part, including codes and software without the prior consent of In-es.artdesign, or in violation of these conditions;
- any attempt to access the reserved areas of the website without authorization;
- the loading of computer programs, files and other materials containing destructive characteristics or troublesome features such as viruses, manipulated files, "hidden" files (such as images integrated with audio files), worms, Trojan horses or bots for scrolling or for the launch of multiple screens and for any other activities which are in general capable of upsetting the integrity or functionality or online communication of the website;
- in general, any use whatsoever which damages, interrupts or constitutes a hindrance of this website or its services, or has the potential to cause same;
- any unauthorized gathering, by use of the website, of the personal information of third parties (e.g. e-mail addresses).

### 3. Prohibited activities – Consequences

Without prejudice to any right or power belonging to third parties, In-es.artdesign reserves the right to take legal action

in the event that any of these prohibited activities in fact occur.

Where infringements occur in the conditions of use of the website, In-es.artdesign reserves the right without prior notice to take any corrective measures, including exclusion of the visitor/user from access to the website and its services, and the removal of any material placed in the website by the same visitor/user, without undertaking any responsibility in the matter, whether direct or indirect.

In-es.artdesign undertakes to collaborate wherever possible with the competent Authorities, also with a view to the due identification of persons who have committed any offence whatsoever.

## **Links to other websites**

The In-es.artdesign website may contain links to other websites belonging to third parties.

Linking to other sites involves voluntarily leaving the In-es.artdesign website and being directed to the internet web pages of websites different from this website.

In-es.artdesign undertakes to request prior authorization in order to link to any website belonging to third parties.

Users who, using links present in the website, decide to enter other linked websites assume all the risks associated with this selection; In-es.artdesign is not responsible for the content of any websites accessible through links which are not under the control of In-es.artdesign.

Save as otherwise agreed with third parties concerned, In-es.artdesign reserves the right at any time to eliminate any link or link program.

Any user who might wish to insert in his own homepage a link to this website should seek authorization from In-es.artdesign by submitting a written request to this effect to [info@in-es.com](mailto:info@in-es.com). In-es.artdesign reserves the right to evaluate this request and to grant or withhold its authorization at its own absolute discretion; In-es.artdesign also reserves the right to take legal action against any person who introduces a link/links without prior authorization.

The so-called "deep linking" is prohibited: all links to this website should lead directly to the homepage of the website and should highlight that this website and its content are separate from the website containing the link; they should also make clear that the ownership and operation of this website vests in In-es.artdesign, and that there is no sharing of the content of the site activating the link.

Similarly, recourse to the technique of "framing" is prohibited.

## **Liability**

Neither In-es.artdesign (a term which for the purposes of this paragraph is deemed to include also the directors, auditors, employees, agents and consultants of In-es.artdesign), nor any other Licensor of In-es.artdesign, may be held liable for actions and/or damage which may be suffered by the user and/or by third parties from the use of this website and/or its content.

In-es.artdesign cannot be held liable for any actions and/or damage which may be caused by any actions legitimately undertaken by it in order to tackle the aforementioned forbidden activities.

Moreover, In-es.artdesign cannot be held liable for problems caused to the user by interruptions, suspensions, delays or other faults or trouble in providing the service, where these are due to the provision of electricity or telephone/IT services, or due to other causes associated with the technical means through which the content is transmitted, and which are not within the control of In-es.artdesign.

In-es.artdesign, notwithstanding its own continual efforts to enhance the services offered, cannot be held liable to third parties for the absolute accuracy or consistent up-to-dateness of the content of this website.