

## Terms of the service provision Agreement

Ver. Sept, 2011

The Site “JoyMusicLive.com” is managed and of property of New Dimension di Agnetelli Fabio located in Rome, Italy, Via della Camilluccia 414. The next and frequently used expressions in this Agreement like JoyMusicLive Services, Member/Members, User/Users etc will have the meaning as written in the next section 1.

This General Conditions:

- ❑ Regulate the Service Conditions of the free possibility to allow to the Members to create an own personal profile online with exclusive characteristics to give them visibility. The JoyMusicLive Services include, among others, the insertion contents, the messaging, the participation to the forum, Blog and Chat;
- ❑ bring back the norms on the allowed use of the JoyMusicLive Services and the Contents (as written in section 1) published on or through the JoyMusicLive Services let alone the rights, the obligations and the restrictions of the relevancy of the User about the use of the Services and the Contents.
- ❑ expose in clear law terms the rules that discipline the use of the JoyMusicLive Services. These conditions are binding or for the «Visitors» (that is who however it uses the JoyMusicLive Services without being recorded) that to «Members» (who has been recorded) and authorize all the Users to use the JoyMusicLive Services (independently that the access or the use is intentional or not) only if they engage all the rules end of this Agreement. If you don't want to respect and to submit to the conditions of the Agreement or to the terms of law and to the respect of all the current laws, must stop immediately the use of the JoyMusicLive Services and you must exit from the JoyMusicLive Site. Therefore We invite you to read carefully and to conserve the Agreement and if you wish to become Member will have also to indicate your acceptance during the procedure of Recording.

To being able to participate to some JoyMusicLive Services, you can receive from New Dimension warnings with the necessity to download a software or a content and/or giving to your assent to ulterior terms and conditions. Except various rules contains in the ulterior terms and conditions applicable to the JoyMusicLive Services which you choose to participate, these ulterior terms are incorporated and constitute integrating part of the Agreement

New Dimension reserves the right to modify this Agreement at any time and from time to time, and each such modification shall be effective upon posting by new Dimension on the JoyMusicLive Site.

If you continued to use of the JoyMusicLive Services following any such modification, you accept to be bound by the Agreement as so modified. Therefore,. It is important that you review this Agreement regularly to know ever the eventual variations.

Warning to the User :you must carefully choose the Personal Information iand the content that you mean to publish on the JoyMusicLive Site because they will be provided to other Users and published on the Site.

The profile New Dimension of the Member does not have to include some type of Prohibited Contents, like described to section 12 of continuation. Despite this prohibition, information, materials, products or services loaded by you may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and New Dimension assumes no responsibility or liability for this material.

The JoyMusicLive Services are for the personal use of Members and may only be used for direct commercial purposes if they are specifically endorsed or authorized by JoyMusicLive.

JoyMusicLive reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the JoyMusicLive Services, including commercial advertisements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. JoyMusicLive reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the JoyMusicLive Services.

New Dimension reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you or to deny, restrict, suspend, or terminate his access to all or any part of the New Dimension Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. New Dimension expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the JoyMusicLive Services if New Dimension determines, in its sole discretion, that you have violated this Agreement or pose a threat to New Dimension, its employees, business partners, Users and/or the public and/or violate a current law..

## 1. Definitions

In these general agreement conditions (hereafter referred to as “General Conditions”) the following terms will have the meaning specified below:

- a) Contract : Service(s):** The contract the service(s) that New Dimension provide to users for free of charge or against payment of a fee for some additional services requested by the users;
- b) User:** anyone who signs a service provision contract with New Dimension, except those stakeholders who, as explicitly agreed with New Dimension, are not defined as users (for example sports federations, sponsors, suppliers, advisors and New Dimension’s employees etc. are not users);
- c) JoyMusicLive Web Site or Web Site:** this includes all the pages in all the web sites owned by New Dimension;
- d) Reserved Area:** any of the web site sections which, further to a service provision contract, will be made available for users to post, under their own responsibility, information, images, films and any other multimedia content that can be posted;
- e) Registration:** the procedure aimed to record an ID and a Password that make it possible to unequivocally identify every User so that he/she can access the provided Services;
- f) Username or I.D.:** a mail address User-unique that every user chooses during the registration procedure in compliance with the following section 9 (H);
- g) Password:** an alphanumeric code of 6 to 10 alphanumeric characters chosen by the user. Together with the relevant ID, it enables users to identify themselves in unambiguous mode.
- h) Privacy law:** legislative decree of the Italian State No 196/03 of 30<sup>th</sup> June 2003 as subsequently amended and supplemented;
- i) Consumer code (“C.C.”, short for “ Consumer code ”):** legislative decree of the Italian State No 206 of 29<sup>th</sup> July 2005, as subsequently amended and supplemented;
- j) E-commerce law (“E.C.L.”, short for “E-Commerce Law”):** legislative decree of the Italian State No 70 of 9<sup>th</sup> April 2003, as subsequently amended and supplemented;
- k) IP address:** a number unequivocally identifying, within a single network, the devices connected to an IT network using the IP standard;
- l) User Content or Content:** any image, text, film, audio file and, generally speaking, information in the Web Site and its Reserved Areas that any and all can access;
- m) Production Content :** any image, text, film, audio file and, generally speaking, information in the Web Site that any and all can access and on which the New Dimension Company boast ownership or the right of exploitation and utilization.
- n) Reserved content:** any image, text, film, audio file and, generally speaking, information in the

- Web Site and its Reserved Areas that can only be accessed by some stakeholders, including users;
- o) Layout:** the graphics in the Web Site and Reserved Areas, such as, for example, the text characters, colour match, content distribution in web pages etc.;
- p) Working days:** weekdays from Monday to Friday. 2<sup>nd</sup> November, 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> December, 31<sup>st</sup> December, 1<sup>st</sup> January, 6<sup>th</sup> January, 25<sup>th</sup> April, Easter Sunday and Monday, 1<sup>st</sup> May and 15<sup>th</sup> August are not working days;
- q) Streaming:** Content digitally transmitted by New Dimension by Internet to an Internet access-enabled device operated by a User, so that data can be viewed in real time but not downloaded (either permanently or temporarily) in order to be copied, recorded or redistributed by the User.
- r) Webcasting :**the broadcasting of audio and/or video contents by Internet.
- s) User profiling:** this is meant as the process through which the consumer habits shown by the User when surfing can be recorded. New Dimension may resort to a User profiling system based on User access analysis in order to draw up a predefined list of sites and banners that best represent the User's interests from a strictly and exclusively consumeristic point of view. Such a list may include Web sites that represent different product categories best. These sites will be chosen among the most popular and long-running sites for each product category. New Dimension will keep such catalogue updated and check it regularly. Thanks to the system used to create and keep this catalogue, New Dimension ensure and guarantee that such catalogue will not include sites directly or indirectly dealing with issues related to sensitive data: “[...] racial and ethnic origin, religious, philosophical or other beliefs, political opinions, membership of parties, trade unions, associations or religious, philosophical, political or trade-union organizations, as well as personal data that could reveal someone's health conditions and sexual life [...]” pursuant to section 20 of legislative decree of the Italian State No 196/03. Therefore any data processing directly or indirectly related to sensitive data will be excluded beforehand. Data may be transferred to third parties for anonymous market research or to send advertising material with the User's explicit consent. This transfer is mandatory for free-of-charge service users as it is necessary to pay back the costs New Dimension bear to provide the services, and it is optional for paying service users.
- t) Forum:** this is meant as the services enabling Users to instantly exchange content and opinion. Forum may be created by New Dimension or users.
- u) Weblog, Blog, newspage o filter :** a weblog (from web and log) is a type of web Site offering a online diary wrote by one or more people. In English or Franch mode, the word “weblog” is shortened in “Blog”
- v) Creator, Author, Blogger:** inside the Web Site Services, is each person who uses the instrument of creation and administration of Weblog.
- w) Action, note, post, Article, Content, Message: any information in** in whatever mode (data, text, images, photos, files ...) posted by an **Author** on Blog and/or any public access on Blog. It means “note” or “news” or “Article” . Can be a simple link or a picture but frequently is a shorth text with external link. Postings can be often commented on by by the visitors of blog.
- y) Comments:** The comments have the role to make your blog interactive. In this way, each visitor can comment an article / intervention of the blog.
- z) Chat:** is a space for discussion through instant communication made available by JML to all its users. Each user can read the actions of others users and contribute.

## 2. Scope

Unless otherwise agreed, these General Conditions apply to all service provision contracts signed between a User and New Dimension.

If one or more Service(s) is/are not provided for by the service provision contracts – whose stipulation is regulated by these General Conditions – such General Conditions will also apply to the services subsequently provided by New Dimension within the abovementioned contractual relationship, unless otherwise agreed when first providing such new Service.

### **3. End, life of the services provided by New Dimension, interruption of services and right to withdrawal**

You acknowledge that New Dimension begin the provision of JoyMusicLive Free Service within 15 days of your registration and the possible provision of the Services not for free will start upon receipt of payment.

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the JoyMusicLive Services or if you are a Member.

You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page.

New Dimension may terminate a Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability or any information if the Member doesn't access to the Reserved Area more than one year and the withdrawal non prevent a new Registration by the User.

New Dimension may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability.

Even after Membership is terminated, this Agreement will remain in effect, including, without limitation, Sections 9.

Pursuant to section 64 (1) of Consumer Code (C.d.C), a non-professional User may withdraw from the service provision contract within ten working days from the date at which the service provision started.

Should such interruption of Services exceed one month, you will have the right to withdraw from the service provision contract concluded.

When the Services are against payment, New Dimension will be obliged to refund you only the fee quota relating to the service interruption period and to the remaining contract duration period.

The right to withdraw must be exercised by sending a written communication via registered letter with return receipt to New Dimension, Via Della Camilluccia, 414 (00135 Rome) within the deadline referred to in the previous paragraph.

Such communication may also be sent, within the same deadline, via wire, telex, e-mail and fax, provided it is confirmed by a registered return receipt letter within the following 48 hours.

### **4. Under-age Users**

By using the JoyMusciLive for free Services, you guarantee that you are 13 years of age or older. Your profile may be deleted and your Membership may be terminated without warning, if New Dimension believes that you are under 13 years of age, if New Dimension believes that you are under 18 years of age and you represent yourself as 18 or older, or if New Dimension believes you are over 18 and you represent yourself as under 18.

### **5. Registration**

In order to access the Services, Users must register before signing the Agreement relating to the Service chosen.

During the registration procedure the you must specify personal information and a password, which, together with the ID chosen by you, enables New Dimension to unequivocally identify you.

You guarantee that all information provided during registration is true and accurate and, in particular, that the specified e-mail address actually exists, as this address is essential to receive the instructions necessary to validate registration, as well as for statutory communications.

You undertake to update the data provided as soon as possible so that such data is constantly updated, complete and true.

Information specified by You during registration will be processed according to the relevant Privacy legislation provisions and the consent given by you

### **6. User obligation to keep ID and Password**

You are responsible for keeping his/her ID and Password secret.

You undertake to immediately inform New Dimension regarding any unauthorized use of your ID and/or Password or any other security violation you find out about.

The ID/User Name and the Password are necessary to you to use the JoyMusicLive Services provided from New Dimension in execution of the Agreements.

## **7. Identification and registration of the User's IP address**

When a new User make his/her registration his/her IP address is recorded in New Dimension's archives and is therefore associated to the exact e-mail address specified during registration.

Moreover, when You post or modify texts, pictures or videos, or when they send messages a number of site software programmes record Your IP addresses. For every task performed, your IP address is recorded, as well as the time when such task was performed, and it is associated to any posted/modified texts, pictures or videos.

This is necessary to protect New Dimension from any legal actions. New Dimension remind you that any text, picture or video, posted in the site is publicly accessible by any surfer. Consequently, should any legal issues arise, if requested, New Dimension will provide the competent authorities with the relevant information.

## **8. Liability limitation**

By accepting these General Conditions you explicitly acknowledge that New Dimension have all the skills and means to manage at best the Web Site and Reserved Areas, the Layout and Contents of which were designed to optimize your navigation and make it pleasant. Nevertheless New Dimension cannot be held liable for accidents or damage due to or caused by the appropriate or inappropriate use of such Contents and Layout.

Under section 17 of the Italian E-commerce law (E.C.L.) New Dimension do not have any general obligation to check the Content posted by you or to look for such Contents or facts and circumstances indicating any illicit activities.

New Dimension cannot be held liable for the User being directed to unpleasant Content during the Web Site or Forum navigation.

Anyone thinking that the Site Content violates his/her copyright or privacy rights may ask New Dimension to remove such Content, subject to proof of the existence of such rights.

The Web Site contains links to other Internet sites which are not controlled by New Dimension. The posting of such links on the Web Site does not imply any approval or endorsement of such sites and their Content, nor any relevant form of guarantee by New Dimension. You consequently acknowledge that New Dimension are not responsible for ensuring that, by way of mere example, such Internet sites and their content are true, accurate, complete and lawful, that they comply with intellectual and/or industrial property rights and/or any other requirement and they are not contrary to public order, decency and/or, in any case, morals.

## **9. Rules of behaviour**

When using the Services provided every User shall abide by the following rules of behaviour, which he/she accepts and undertakes to comply with by signing these General Conditions.

Under said behaviour rules you are not allowed to:

- a) Express any form of personal insult through any kind of Content and start or continue arguments between Users Post provocative or polemic Content, as it would undoubtedly trigger off personal quarrels and/or disputes between Users, nor to discuss issues unsuitable to the Web Site spirit and policy, i.e. contrary to good taste and decency or in any way potentially offensive to other Users' sensitivity; Mutual respect is paramount;
- b) Post Content encouraging to violate the legal systems of any State, body, supranational organization, the European Union and the international community, Offend institutions, public and/or private bodies, religious beliefs of any faith and their followers. Regardless of option and right to thoroughly discuss such issues, any sarcastic, sacrilegious and/or disparaging remarks must be avoided. Any form of racism and advocacy of the inferiority or superiority of a given race on others is also prohibited;

- c) Post Content relating to sex issues, that could – even just potentially and abstractly – disturb other Users’ sensitivity. No direct offence to sex minorities is accepted for any reason, as the respect of sexual diversity is essential for New Dimension;
- d) Post child pornographic Content or post child pornographic link ;
- e) post content that offends the rights of others people about privacy, publicity, copyrights, marks trades, Agreemental rights or of any other nature;
- f) post content requiring to minors of 18 years old personal informations or contents which publish information threatening for the privacy and security of other people;
- g) post content with pictures or video of other people without their consent
- h) Choose vulgar, offensive or evidently polemic names for one’s ID;
- i) Fill in own profile with false, vulgar, offensive or evidently polemic information;
- j) Post and/or request commercial software serial codes;
- k) Post links to warez sites or sites containing material breaching the copyright legislation, nor information or other material containing viruses or harmful components;
- l) Distribute any Web Site part(s), including but not limited to its content, by any and all means, without New Dimension’s previous written authorization;
- m) Use the Web Site or any Service for any commercial use without New Dimension’s previous written authorization. Prohibited commercial uses include, but are not limited to: reselling access to the Web Site or any Service on another web site, with the main aim of getting a return in terms of advertising or Content; redistributing Services (including Content accessible through such Services) with the main aim of earning a profit from a commercial business similar or comparable to the one managed by New Dimension;
- n) Solicit any User – for business purposes – as regards his/her Contents
- o) post content sending spam, instant messaging etc
- p) Post artistic content with pictures and videos about sex or others contents faithless, misleading to capture attention of others Users on own profile.
- q) change with HTML/CSS web language or with other system, the Site or part of this or change the Services provided by New Dimension included cover or obscure advertising banner published on own personal profile or on any page of Site
- r) Access the Content via any technology or means other than the Web Site playback video, or other means New Dimension could explicitly indicate to this end;
- s) Circumvent (or try to circumvent), disable or otherwise interfere with any features connected to the Web Site security or features that prohibit or limit the use or copy of any Content or bolster the limitations to the Web Site use, or the contents that can be accessed on the Web Site;
- t) Use or launch any computerized system including, but not limited to, any robot, spider or offline reader accessing the Web Site and sending more access requests to New Dimension’s servers in a given time frame than a human being could reasonably send within the same time frame using a publicly available standard (i.e. unmodified) web browser;
- u) Access Content for any other reason than an exclusively personal and non-commercial use of such Content, and exclusively via Streaming.
- v) Use the JoymusicLive Services in a not accordant mode to the current law

#### **10. Breach of contract, penalties, express cancellation clause**

Breach of the behaviour rules mentioned in section 9, a), b), c) and d) will result in the removal of all things contrary to such rules in New Dimension’s unquestionable judgement. If such breach takes place within a Forum, New Dimension reserve the unquestionable right to expel the User from the Forum or to shut down the latter. It is explicitly prohibited to launch new Forums to question a User expulsion or the shutting down of a previous Forum.

Breach of the behaviour rules referred to in previous section e), f) g), i), j), k), l), m), n), o), p), q), r), s), t) implies in every respect non-fulfilment of these General Conditions, resulting in New Dimension’s right to cancel the service provision contract concluded under section 1456 of the Italian Civil Code.

Breach of the behaviour rules referred to in previous section h) , resulting in New Dimension’s right to cancel the account of the User

Non-compliance with the rule mentioned in section 9, involves the obligation for the User to replace the forbidden information with true, correct, non-offensive, non-polemic information with no explicit request by New Dimension. Non-fulfilment of this obligation is to all intents and purposes non-fulfilment of these General Conditions, resulting in New Dimension's right to cancel the service provision contract concluded under section 1456 of the Civil Code.

If the User despite the removal of the items in breach of the rules laid down in previous section a), b), c), d), violates such rules again, this violation shall to all intents and purposes be in breach of these General Conditions, resulting in New Dimension's right to cancel the service provision contract concluded under section 1456 of the Civil Code.

## **11. No second registration**

The User whose service provision Agreement has been cancelled under previous section may not register again unxsd another name.

If an expelled User signs a new service provision contract through cunning and fraud, the new registration shall to all intents and purposes constitute a breach of these General Conditions, resulting in New Dimension's right to cancel the service provision contract concluded under section 1456 of the Civil Code.

In the case mentioned in the previous section, the User shall be obliged to pay a penalty of €100.00 to New Dimension.

If the User keeps on registering again with the sole aim of questioning and hindering the Web Site functioning, this will be reported to the competent authorities as well as to the relevant provider.

## **12. Content**

12.1 New Dimension does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other that is User Content

After posting the Content on, through or in connection with the JoyMusicLive Services, the User continues to retain any such rights that he may have in his Content, subject to the limited license herein. By posting any Content on, through or in connection with the JoyMusicLive Services, the User hereby grants to New Dimension a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content (although later deleted in whole or in part). The distribution of content may be:

- with any broadcast instrument and system current or to be invented in future, even if between them integrated and convergent (Web-tv, Web.broadcasting) and such justified grounds include television ((Free tv, Pay tv, Pay-per-view, Near video on demand, Video on demand, etc), radio, cinema, (theatrical, non-theatrical, public video, etc), audiovisual (home-video, home entertainment and commercial video, videotapes, videodisk, Laser Disk, CD, CD-ROM, CDi, Dvd, etc., that they can demand or less the use than a computer for the elaboration and/or the development and/or the broadcasting), networking (also via Internet and Intranet) and telephone.
- using any instrument of transmission, broadcasting and reception, current or to be invented in future, and such justified grounds include : satellite, optical fiber cable, telephone cable, thread, hertzian waves, etc.)
- In any mode and such justified grounds include Free-to-air transmission, in code or encrypted mode, analog or digital multimedia or interactive ((CD-Rom, CDi, microdisk, play Suite as Sony Playstation, Xbox, Nintendo e Sega Saturn, Laser disk, digital tape DAT, Video CD, Photo CD, MP3);
- with the use of any technology (wireless, etc.) and protocol (IP, Gsm, Gprs, Umts) current or to be invented in future
- to receive on any receiver unit, also currently not existing (tv and pc display, cellular phone display, video etc) and broadcasting, , publicly perform, publicly display, reproduce, and including the derivative and connected rights, transcribe, execute, represent, to put in commerce, lease and lend and translate in any language; broadcasting and publishing images and pictures, all or in part of these, on dépliant, magazine and newspapers, album, calendars, little images, collections, products, games, etc., also within advertising and marketing initiatives ((promotions, merchandizing, etc.);

- ❑ editing, modify, restore in database,also for the provision of JoyMusicLive Services, bringing cut, changes and add on, insert or replace the voice-over and/or the soundtrack;
- ❑ Broadcasting and in any case, using pieces, highlights or sequences and/or images and pictures also to make others works and such justified grounds include, special, backstage, promo, advertising spot. For these actions The User will have No right, no possibility to receive any remuneration, allowances, any fees by New Dimension

All foregoing represents a faculty obviously and not a obligation for the New Dimension.

12.2 The license that you grants to New Dimension is non-exclusive (meaning you are free to license your Content to anyone else in addition to New Dimension), fully-paid and royalty-free (meaning that New Dimension is not required to pay you or anyone else deriving rights from you for the use on the JoyMusicLive Services of the Content posted), sublicensable (so that New Dimension is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the JoymusicLive Services), and worldwide (because the Internet and the JoyMusicLive Services are global in reach).

12.3 You represent and guarantee that:

- ❑ You (or the parent or person exercising parental authority if you are under-age) have the propriety of the Content posted by you on, through or in connection with the JoyMusicLive Services, or otherwise you have the right to grant the license set forth in this Section 12;
- ❑ the posting of your Content on, through or in connection with the JoyMusicLive Services and/or Linked Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You guarantees to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the JoyMusicLive Service and/or Linked Services.

12.4 The JoyMusicLive Services contain Content of JoyMusicLive ("JoyMusicLive Content"). JoyMusicLive Content is protected by copyright, trademark, patent, trade secret and other laws, and New Dimension owns and retains all rights in the JoyMusicLive Content and the JoyMusicLive Services. New Dimension hereby grants to you a limited, revocable, nonsublicensable license to reproduce and display the JoyMusicLive Content (excluding any software code) solely for your personal use in connection with viewing the JoyMusicLive Website and using the JoyMusicLive Services.

12.5 The JoyMusicLive Services contain Content of Users and other New Dimension licensors. Except as provided within this Agreement, The User can't copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Content appearing on or through the JoyMusicLive Services.

12.6 New Dimension performs technical functions necessary to offer the JoyMusicLive Services, including, but not limited to, the transcoding and/or reformatting Content to allow its use throughout the JoyMusicLive Services

12.7 New Dimension may reject, refuse to post or delete any Content for any or no reason, including, but not limited to, Content that in the sole judgment of New Dimension violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity.

You recogniz that:

- ❑ New Dimension assumes no responsibility for monitoring the JoyMusicLive Services for inappropriate Content or conduct.
- ❑ If at any time New Dimension chooses, in its sole discretion, to monitor the JoyMusicLive Services, New Dimension nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for your conduct submitting any such Content. You are solely responsible for the Content that you post on, through or in connection with any of the JoyMusicLive Services, and any material or information that you transmit to other Members and for your interactions with other Users.
- ❑ You guarantee that all the Contents that you published on or through the JoyMusicLive Services and the material or the information from you posted to other Members are consistent to all the enforced norms on the protection of the personal data and the privacy, ensuring also to have obtained all the necessary consents and approvals.

- You guarantee that the Content you post is original and, in any case, not protected by somebody else's copyright. If you post copyrighted Content you guarantee that the holder of such copyright has already authorized in writing mode the posting of such Content. At any rate you will be obliged to mention the source and existence of such an authorization.

### **13. Copyright**

You can't upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is New Dimension's policy to terminate, in appropriate circumstances, the membership of repeat infringers.

If you believe your work has been copied and posted on or through the JoyMusicLive Services in a way that constitutes copyright infringement, please send New Dimension a notification of claimed infringement with all of the following information:

- identifying of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identifying of the claimed infringing material and information reasonably sufficient to permit New Dimension to locate the material on the JoyMusicLive Services (providing the URL(s) of the claimed infringing material satisfies this requirement);
- give information reasonably sufficient to permit New Dimension to contact the User, such as an address, telephone number, and, if available, an email address;
- a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or you are authorized to act on the copyright owner's behalf;
- your physical or electronic signature.

New Dimension for notification of claimed infringement can be reached as follows: New Dimension Copyright Agent, Via della Camilluccia 414 00135 Rome Italy fax +39 (06) 3051924

### **14. Abuses**

Any person Who know about uses improper of the JoyMusicLive Services or about abuses of the JoyMusicLive Services offers to damages against New Dimension or other Users must send a mail to [info@JoyMusicLive.com](mailto:info@JoyMusicLive.com) with object "Signalling of abuse".

### **15. Features and conditions of the services provided by New Dimension, interruption of services and right to withdrawal**

The Services will be usually available every day around the clock throughout the year, except in case of any ordinary or extraordinary maintenance tasks that could entail their interruption without notice, usually for no more than 48 working hours, at New Dimension's discretion.

New Dimension nevertheless reserve the unquestionable right to interrupt the Services for longer than specified above due to reasons including absolutely exceptional technical needs, failure to satisfy the security and/or data confidentiality requirements usually met by New Dimension in the User's interest. Should New Dimension be forced to interrupt the Services, you will be immediately informed.

New Dimension cannot be held responsible for circumstances beyond their control, down time or Internet malfunctioning, or for direct damage of any kind, loss of profit, expenses and costs or damages claims deriving from or related to the Service provision. At all events, should New Dimension's liability be proved, this cannot exceed the total amount of the Service fee. In no case shall New Dimension provide compensation for the failure to use the purchased Service.

### **16. Editing Services offered by New Dimension**

New Dimension reserve the right to modify both the quantitative and qualitative specifications, of the Services for justified reasons.

Such justified grounds include but are not limited to: a) technical and technological needs; b) the conclusion, modification of, or termination of the agreements between New Dimension and

stakeholders other than Users; c) amendments to the applicable legislation; d) Public Administration measures, including supervision authorities measures; e) judicial orders; f) security requirements related to the information transmission system; g) security requirements related to information and data kept by New Dimension.

#### **17. Web Site, Reserved Areas and Layout.**

The Content and Reserved Content not posted by users, as well as layout, are the property of New Dimension, based in Rome, Via della Camilluccia, 414.

Any action aimed at copying, reproducing, publishing, removing, modifying or altering such content without New Dimension's explicit authorisation is punishable under the civil and criminal legislation on copyright.

Anyone wishing to be allowed to copy, quote or reproduce the content mentioned in the above paragraph or any part of it, except for cases provided for by law, is required to e-mail New Dimension. Such e-mailing does not imply any explicit authorisation.

New Dimension reserve the discretionary right to complement, add, modify or remove such content at any time.

#### **18. Transfer of Service provision contracts**

New Dimension will be free to transfer Service provision contracts to third parties if the conditions of such contracts remain unchanged and the User's rights are not diminished as a result of such a transfer. The Communications about the transfer will be e-mailed to the address specified by the User during registration, or to the address subsequently specified by you to New Dimension.

#### **19. Cost of phone line use**

You will bear the costs of using the phone line to connect to the Internet and that of the relevant necessary equipment.

#### **20. Fees, delayed payment, interests for delayed payment.**

You acknowledge that New Dimension has the right to receive a fee for any Services required you unless such Services are provided free of charge

You have to pay the relevant fees within ten days from signing the Service provision contract

Failure to pay, or partial payment of the fees mentioned in the previous paragraph shall imply a breach of contract by you, resulting in New Dimension's right to cancel the Service provision contract concluded under section 1456 of the Civil Code.

In the case mentioned in the previous paragraph, should New Dimension not resort to the right provided for by the aforementioned express cancellation clause, delayed payment by you will result in the payment of interest on delayed payment with a rate exceeding the legal interest rate by 2%.

#### **21. Limitation to the right to raise objections**

For no reason can fulfilment of the User obligations and, specifically, payment of fees be delayed, even in case of objections relating to actions, complaints, claims made against New Dimension on any grounds or for any reason.

No lawsuit, not even a conventional one, may be filed against New Dimension if you have not already paid the relevant dues.

#### **22. Value Added Tax. Tax burden**

Pursuant to the Italian Republic's Presidential decree No 633/72 as subsequently amended and supplemented, VAT is applied to fees.

Any cost, duty or tax relating to the Service provision contract will be sustained by you

#### **23. Access to these General Conditions**

Under section 12 (3) of the E-commerce law (E.C.L.) you may store or copy these General Conditions by accessing them through the ad hoc link on the Web Site home page.

#### **24. Friendly settlement of disputes**

Should any mismanagement or controversy occur between New Dimension and a the User as regards the conclusion, execution or cancellation of a Service provision contract, New Dimension ensure as of now that they will participate in an attempt to reach a friendly settlement, that the User may make before RisolviOnline, an independent and institutional Service provided by the Arbitration Board of Milan's Chamber of Commerce, which enables the parties to reach a satisfactory agreement, thanks to the help of a neutral and competent mediator, in a friendly and safe way.

#### **25. Applicable legislation. Jurisdiction**

Under the joint provisions of section 57 of law No 218/95 and section 3 of Rome's Convention on contractual obligations, enforced in Italy by law No 975/84, New Dimension and the User agree that the Service provision contracts will be regulated by the Italian legislation. Any controversy concerning the validity, interpretation, execution and cancellation of the Service provision contracts shall be transferred to the Italian jurisdiction under Law Court of Rome – Italy.

#### **26. Authorization to process and to publish personal data**

Subscribing this Agreement you acknowledge having read the privacy policy accessing them through the ad hoc link on the Web Site home page. You expressly authorizing New Dimension to communicate your personal data, navigation data, and the data resulting after organizing processing, editing, selection, comparison, interlinking of such data, individually or in relationship and / or union with personal data of others Users except sensitive data according to the Privacy Law, to to other companies which New Dimension controls (and/or is associated to) and to independent entities for the following purposes: a) give information and/or offers on JoymusicLive Services and New Dimension Products and or Services and Products of other companies which New Dimension controls (and/or is associated to) as well as services and product of business partners and other parties that may be of interest to you; b) verify the quality of JoyMusicLive Services can also offer after-sales services; c) sending news and advertising information about New Dimension products and initiatives and about products and initiatives of others; d) undertaking market and statistical research, marketing and product preferences of e) to make a User profile. Your failure to consent to such processing and communication involves the rejection of this Agreement by New Dimension.

#### **27. Language**

These General Conditions and the Service provision contracts are drawn up in the Italian language. Any translations will be aimed at facilitating the Users' understanding of such conditions and contracts but, should the Italian version conflict with other language versions, the former shall prevail.

#### **28. Referral clause**

Except as otherwise provided for, the provisions contained in the Consumer Code (C.d.C), E-commerce law (L.C.E.) and Civil Code shall apply.

#### **29. Communications**

Any communications provided for by these General Conditions must be exclusively sent via e-mail. If addressed to New Dimension, such communications must be e-mailed to [info@JoyMusicLive.com](mailto:info@JoyMusicLive.com) If addressed to the User, New Dimension must be e-mailed to the address specified by the User during registration, or to the address subsequently specified by the User to New Dimension under and in the forms detailed in this section.

### 30. General provisions

This Agreement and its terms are accepted by you with the use of the Site or its JoyMusicLive Services (navigation) and the subsequent JoyMusicLive Registration Services (Registration). This Agreement is to be considered exhaustive and complete in all its parts in relation to the use of the Site and JoyMusicLive Services .

Possible tolerances, by you or By New Dimension, about behaviors on violation of the Terms of the Agreement, shall not constitute waiver of the rights which belong under the contract. To protect the User, the titles of the sections of this Agreement are inserted for ease of reading and have no legal or contractual effect.

This Agreement shall be considered valid and enforceable to the maximum extent permitted by law. Any provision of this Agreement of which were contested the illegality, invalidity or unenforceability shall be deemed severable from other provisions of the Agreement, which therefore does not affect the full force and effect.

*I, JoyMusicLive User declare having read these General Conditions, understood their content and accepts them telematically.*

New Dimension would like to draw the user's attention to the following General Conditions clauses that due to their content, must be specifically approved in writing under and in consequence of Sections 1341 and 1342 of the Civil Code: **8. Liability limitation** (By accepting these General Conditions the User explicitly acknowledges that New Dimension have all the skills and means to manage at best the Web Site and Reserved Areas, the Layout and Contents of which were designed to optimize the User's navigation and make it pleasant. Nevertheless New Dimension cannot be held liable for accidents or damage due to or caused by the appropriate or inappropriate use of such Contents and Layout. Under section 17 of the E-commerce law (L.C.E.) New Dimension do not have any general obligation to check the Content posted by the User, nor to look for such Contents or facts and circumstances indicating any illicit activities. New Dimension cannot be held liable for the User being directed to unpleasant Content during the Web Site or Forum navigation. Anyone claiming that the Site Content violates his/her copyright or privacy rights may ask New Dimension to remove such Content, subject to proof of the existence of such rights. The Web Site contains links to other Internet sites which are not controlled by New Dimension. The posting of such links on the Web Site does not imply any approval or endorsement of such sites nor of their Content, nor any relevant form of guarantee by New Dimension. The User consequently acknowledges that New Dimension are not responsible for ensuring that, by way of mere example, such Internet sites and their content are true, accurate, complete and lawful, that they comply with intellectual and/or industrial property rights and/or any other requirement and that they are not contrary to public order, decency and/or, in any case, morals.); **12 Content.** (You represent and guarantee that You (or the parent or person exercising parental authority if you are under-age) have the propriety of the Content posted by you on, through or in connection with the JoyMusicLive Services, or otherwise you have the right to grant the license set forth in this Section 12; the posting of your Content on, through or in connection with the JoyMusicLive Services and/or Linked Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You guarantees to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the JoyMusicLive Service and/or Linked Services.) **15. Features and conditions of the services provided by New Dimension, interruption of services and right to withdraw** (The Services will be usually available every day around the clock throughout the year, except in case of any ordinary or extraordinary maintenance tasks that could entail their interruption without notice, usually for no more than 48 working hours, at New Dimension's discretion. New Dimension nevertheless reserve the unquestionable right to interrupt the Services for longer than specified above, due to reasons including absolutely exceptional technical needs, failure to satisfy the security and/or data confidentiality requirements usually met by New Dimension in the User's interest. Should New Dimension be forced to interrupt the Services, the User will be immediately informed. Should such interruption of Services exceed one month, the User will have the right to withdraw from the existing service provision contract. In such a case, New Dimension will be obliged to refund the user only the fee quota relating to the service interruption period and to the remaining contract duration period. New Dimension cannot be held responsible for circumstances beyond their control, down time or Internet malfunctioning, or for direct damage of any kind, loss of profit, expenses and costs or damages claims deriving from or related to the Service provision. At all events, should New Dimension's liability be proved, this cannot exceed the total amount of the Service fee. In no case shall New Dimension provide compensation for the failure to use the purchased Service; ) **21. Limitation to the right to raise objections** (For no reason can fulfilment of the User obligations and, specifically, payment of fees be delayed, even in case of objections relating to actions, complaints, claims made against New Dimension on any grounds or for any reason. No lawsuit, not even a conventional one, may be filed against New Dimension if the User has not already paid the relevant dues); **25. Applicable legislation. Jurisdiction** (Under the joint provisions of section 57 of law No 218/95 and section 3 of Rome's Convention on contractual obligations, enforced in Italy by law No 975/84, New Dimension and the User agree that the Service provision contracts will be regulated by the Italian legislation. Any controversy concerning the validity, interpretation, execution and cancellation of the Service provision contracts shall be transferred to the Italian jurisdiction under Law Court of Rome – Italy.) **27. Language** (These General Conditions and the Service provision contracts are drawn up in the Italian language. Any translations will be aimed at facilitating the Users' understanding of such conditions and contracts but, should the Italian version conflict with other language versions, the former shall prevail.)

*I, JoyMusicLive User, declare, in consequence of Sections 1341 and 1342 of the Italian Civil Code, to having read the Conditions section 8,12,15,21,25,and 27 previous, understood their content and accepts them specifically and telematically.*