

Terms and Conditions

Introduction

CoContest.com is a platform designed for providing services in favor of people interested in evaluating and promoting ideas based on trends and styles of architectural design, managed by CoContest S.r.l. (CoContest), an Italian company having its registered offices in Via Giovanni Giolitti 34 Rome– Italy.

Users, Designers, visitors and anyone who uses www.CoContest.com (the "Portal") are subject to the Terms and Conditions set out below, as well as to the relevant privacy policy. In this document we generally refer to you ("You") as anyone who uses the Portal and, after his/her first visit has started using the services and functions therein provided, thereby signifying agreement to these terms and conditions of use.

Registration is required to use all interactive features available on the Portal, such as posting comments, participating and creating Contests, voting, submitting Project Ideas (as defined below) and, in general, for any operation and function of the Portal in which You provide information to CoContest about Yourself.

You must be 18 years or older to register with the Portal: CoContest will not accept underage registration, nor is CoContest capable of monitoring behavior of its registered users. Users (defined below) who shall accomplish an underage registration, shall do so at their own personal risk, and CoContest will not accept any kind of liability on the matter and reserves every right to take any appropriate action and/or, in general against illegal activity on the website and Portal. To register a User Account on CoContest, You will be asked to provide "Personal Information" such as username, password, email address, Month and Year of birth and other personally-identifying information according to the Privacy Policy which You should read before completing the registration and are required to accept in order to register with CoContest and print out for Your future reference.

All data shall be treated only for the purposes allowed by Law, according to the aforementioned Privacy Policy of CoContest, which may update from time to time.

Now therefore, with the Registration, the User, having taken due notice of the above, which is entirely accepted, agrees to the following

Terms and Conditions

1. Definitions

For the purposes of the present Terms and Conditions the following definitions will apply:

- "Portal": the website at URL www.CoContest.com or at any other URL where CoContest S.r.l. chooses to provide the CoContest service as communicated to Users from time to time.
- "User" or "Customer": a User of the Portal, registered, who has successfully completed the registration procedure and has chosen one of the available user profiles as Customer User or Designer.
- "Designer" or "Decorator": a User who has chosen the "Designer" profile, as detailed below, and has provided CoContest with all required data and documents to do so.
- "Project Idea(s)": sketch (es), image(s), design(s) or artwork(s) and relevant descriptions and data which a user registered with "Designer" profile submits to participate to Contests and be evaluated by other Users;
- "Content(s)": any and all content of the Portal, including trademarks, service marks and logos, except Project Ideas but including software and HTML/Flash and any other type of code used on the website;

- "CoCredits": units which are credited to the Account of the User after a payment has been made to CoContest and are used by CoContest to payor the account of the Designer as prizes to the Project Idea which has resulted first in the ranking of the relevant contest. Units may also be directly used by Users and Designers to obtain certain services of the Portal where specified and/or where is so provided, redeemed in DOLLARS by Designers and Users who have more than 10 CoCredits on their Account (1 DOLLAR per each CoCredit).

2. Access to Portal

2.1 After registration as a User or Designer, CoContest hereby grants You permission to use the Portal as set forth in these Terms and Conditions, provided that:

- You will not copy or distribute any part of the Portal or Content or Project Idea in any medium or form without CoContest's prior written authorization;
- You will not alter or modify any part of the Portal other than as may be reasonably necessary to use the Portal for its intended purpose under the present Terms and Conditions.
- You will not utilize any third-party software, code or hardware to alter or modify any Part of the Portal and/or its underlying mechanisms.

2.2 If You do not agree with any part of this document and/or the associated privacy policy, You should immediately discontinue use of the Portal and are not authorized to register. If You have already registered, You should contact CoContest and ask for immediate removal of Your account which is not valid. Use of the Portal against this article 2 will force CoContest to discontinue Your account and/or adopt any legal action necessary.

3. Intellectual property rights

3.1 The Contents available on the Portal are owned by, copyrighted, registered as intellectual property or otherwise licensed to CoContest and generally protected by intellectual property rights as provided by this Article 3. Content includes registered intellectual property of CoContest S.r.l. protected under International Treaties. It may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever, without the prior written consent of CoContest or as expressly provided herein.

CoContest reserves all rights not expressly granted in and to the Portal and all relevant Contents.

3.2 Project Ideas are property of their respective owners and their intellectual property rights are managed by the Designer who has uploaded them to the Portal, any relevant infringement shall be notified to the uploading Designer using the contact procedures available on the Portal.

3.3 Save for what is otherwise provided in Articles 3.1 and 3.2 above, all sections and contents of the Portal may be subject to copyright and other intellectual property rights under the Laws of Italy including D.Lt. 633/1941 and D.Lgs. 30/2005.

3.4 Each Designer agrees to grant to CoContest an unlimited license to freely use any text, data, photographs, renders, projects, maps, technical specifications, video, sound, messages and any other element protected by intellectual property rights, posted during the course of a contests, provided there is appropriate attribution of authorship and indication that the material is copyrighted and was posted during a CoContest contest.

3.5 You agree not to engage in the use, copying, or distribution of any of the Content and Project Ideas other than expressly permitted herein, including, but not limited to, any use, copying, or distribution of same, for any purposes to the maximum extent allowed by applicable Law. When downloading or when printing a copy of the Content or Project Ideas, using the links/functions provided and in the allowed formats, for personal use, You must retain all copyright and other proprietary notices and watermarks and/or digital rights management systems and/or digital content information contained thereon. Any behavior of the User shall respect the Law and

regulations of Italy and any other applicable Law/Jurisdiction. Actions (copying, download, printing, transcoding, creating derivative works, etc.) which are not expressly allowed by supplying dedicated functions in the Portal are expressly prohibited and will be prosecuted under the Law.

4. Project Ideas

4.1 Designers can participate to Contests by uploading their Project Ideas in the appropriate participation slot, set up and provided for each Contest.

4.2 Project Ideas, including, but not limited to, any text, data, photographs, renders, projects, maps, technical specifications, video, sound, messages, relevant files which are adequately described and indexed or other material uploaded by Designers as part of Project Ideas are intellectual property of the Designer which posts the Project Idea and are not in any direct or indirect way endorsed by CoContest; CoContest makes no express or implied guarantee, to the maximum extent allowed by applicable Law, regarding the reliability, accuracy, quality or feasibility of any Project Idea on the Portal. Contents of a Project Idea remain sole and exclusive responsibility of the Designer who has uploaded the Project Idea.

4.3 User who obtains a Project Idea understands that CoContest does not provide feasible architectural solutions but is only intended as a mean to obtain general indications which may guide the User in researching a solution on the market with the assistance of a qualified professional.

4.4 Users and Designers understand that the service of CoContest is not in any way meant, finalized or to be used as a tool or system to organize, negotiate or mediate for professional engagements. CoContest will ban any account where such practices occur and will not credit any sums thereto. CoContest provides no services which fall under the definitions of Article 1754 of the Italian Civil Code and under Legislative Decree 28/2010.

4.5 Project Ideas are entered on the Portal without any obligation for CoContest to keep them available for any specified period of time after the relevant Contest has ended or, even before and without any prior notice, if issues regarding the Project Idea in question arise. By way of example and without limitation, CoContest, may delete any Project Ideas at its complete discretion, in whole or in part, if it receives alerts /complaints/orders and/or; it deems so appropriate to protect the Portal and/or; has otherwise reason to do so.

4.6 You acknowledge that Project Ideas may be based on user generated contents, according to the above, and, thus, the use of such type of content has to be carried out with the precautions associated with non professional-quality material and non certified designs/specifications.

4.7 If You choose to submit and upload Project Ideas on the Portal, we require that You register as a Designer (see Article 5 below), providing us with a functioning e-mail account which is of Your exclusive personal use and Your personal data, as well as some information about Your professional experience and qualification as architect, interior designer or engineer (B.A., B.Sc., university degree, professional order, etc.). You may also choose to verify Your account information with CoContest, using the service described at Article 6 below. CoContest reserves the right to request, at any time, to the Designer to verify the registered data in written form (via fax or pdf) to avoid termination of the account.

4.8 To redeem any CoCredits which You have on Your account, as provided by Article 8, You shall have to fill in the dedicated "payment request module" in Your personal area, and supply us with a valid PayPal account. Filling in a payment request module implies complete acceptance of these Terms and Conditions.

5. User Accounts

5.1 In order to access all the features of the Portal, You will have to register and activate a User Account. You are not allowed to use another User's Account, as unauthorized use constitutes infringement of the Law. When registering Your account, we require You to provide us accurate and complete information. You are solely responsible for the activity that occurs on Your account, therefore You must keep Your account credentials secure; failure to do so will result in Your liability for any activity on Your account using Your login data. You may change Your password at any time by updating Your Account Profile page. In addition, You agree to immediately notify CoContest of any unauthorized use of Your password or account or of any other breach of security You may experience. CoContest will not be liable for any loss or damage arising from Your failure to comply with this Article 5, nor will it be liable for breach or unauthorized access or any other event depending by its User's behavior. Furthermore, CoContest may discretionally decide to terminate and/or suspend any User Account, even without prior notice, if it deems so necessary to protect its business interests and/or similar reasons and/or is ordered to do so by any competent Authority.

5.2 You agree not to use or launch any automated system, including without limitation, "robots", "spiders", "automatic form fillers" or similar technological devices or programs, that access the Portal in such a way as to send a series of request messages to the CoContest servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, CoContest grants the operators of public search engines permission to use spiders to copy materials from the Portal for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials (no Project Ideas will be made available for indexing, outside of the Portal). CoContest reserves, in any case, full right to revoke these exceptions either generally or in specific cases, in its sole discretion.

5.3 Access to the Portal shall be allowed to three types of User accounts, which shall be granted different degrees of access privileges to the various features and functions, as follows:

- 1 a) "Basic User" or "Customer": a basic account, provided after registration to Users; Users who activate a Basic User account can (i) vote and comment Project Ideas; (ii) create Contests; (iii) submit and update certain details of the Briefs; Basic Users shall provide at registration: Complete Name; Place of Residence (International Address and at least one valid phone number); Valid e-mail address, which shall be verified (a valid e-mail is an e-mail address not provided by temporary e-mail providers such as Mailinator, Mintemail, Temporaryinbox, etc. and which the user may prove is at his/her disposal since at least six months); Tax code/VAT Code (if applicable);
- 2 b) "Basic Designer": an account for supplying Project Ideas to CoContest which can be activated by Users who have expertise and qualifications in architectural design; Basic Designer accounts can (i) activate and manage a public "portfolio" profile for other Users to browse, (ii) participate to Contests by posting Project Ideas for other Users to evaluate; (iii) vote and comment Project Ideas; (iv) create Contests; (v) receive Prizes; to activate a Designer account, Designers shall provide every detail requested to Basic Users, plus: A professional profile (experience, studies of architecture with degrees obtained, details of affiliation with a local architects' professional association, etc.); Place of Business (International Address and at least one valid phone number).

6. Account Verification Procedure

6.1 Should the User applying for a Designer account wish to appear as a Verified Designer, he/she shall access and fill-in the dedicated "Verify Your Account" module in his/her private User area, requesting his/her Basic Designer Account Verification.

6.2 CoContest shall perform reasonable enquiries with certification authorities and/or universities and/or professional orders, and, if successful, assign the "Verified Account" badge to the requesting Designer Account.

6.3 Should CoContest fail to acquire any information through third-parties researches, the requesting User may be required to supply written proof of his/her professional qualification, to allow CoContest to enact all proper verifications and supply the "Verified" badge, if provided data is correct.

6.4 The Account Verification Procedure is subject to variable costs and fees, depending from the complexity of the certification procedures, which shall be borne by the requesting User, and expressly invoiced by CoContest to him. Such costs and fees shall be due even if the verification proves impossible and/or negative for any reason, after reasonable attempts.

7. Contests

7.1 CoContest Basic Users can introduce specific Contests, by paying the amount better defined as at Article 7.2 below, to ask Designers to submit Project Ideas based on a certain set of requests and problems to work on ("Brief").

7.2 When creating a Contest, a User shall pay CoContest a total amount which is comprised of: (i) the Prize, which is the actual amount, net of any applicable tax and/or duty, which will be paid to the Designer(s) of the selected Project Idea(s); (ii) any fees and charges imposed by CoContest (as they exist from time to time) (hereinafter, "CoContest Fee") (iii) any other fee retained by CoContest for service costs, taxes and expenses, after deduction or payment of the above amounts.

7.3 Each Brief shall be associated to a Prize which shall consist in a certain amount of CoCredits, fixed by the User who launches the Contest with a minimum of 1 CoCredit, to be attributed to the account of the Designer which shall be the author of the Project Idea selected to better fit the Brief.

7.4 Once prepared and uploaded to CoContest with the payment of the relevant fees for starting the Contest, the Brief may not be modified by the User who launched a Contest.

7.5 During the Contest, participating Designers shall, in any case, be allowed to use a dedicated Question and Answer (Q&A) Module to interrogate the User who launched the Contest on specific details on the Brief. All Q&A shall be public, so that all other competing Designers can benefit from the information provided by the User. It is, however, forbidden to utilize the Q&A Module to directly contact the User who launched the Contest and exchange direct contact information. Any Designer posting requests and/or his contact details on the Q&A Module shall be banned from the Contest itself and the relevant account with any credit accrued shall be terminated, without prejudice to further actions as provided by Articles 14 and 15 below.

7.6 The Contest shall be time limited (from a minimum of 7 days to a maximum of 2 months) and, once the time set by the user has ended, the Customer can view all projects received and will have thirty (30) days to evaluate all Project Ideas and choose a winner. The process of evaluation and selection of the winner is as follows: the User will assign a rating to each Project Idea, all the scores given by the customer will result in a ranking visible to the User. Once the User has

designed the ranking that he wants, he will have only to confirm the winner to end the contest. If after 30 days from the end of the contest the Customer voted all projects but has not yet confirmed the winner, the confirmation of the winner will be done automatically by the software of CoContest, confirming definitively the provisional ranking drawn up by the Customer. If after 30 days from the end of the contest the customer has not voted yet all projects received, the CoContest's software will automatically split the prize among all participants.

7.7 Should the User creating a Contest deem appropriate, for any reason, to stop the Contest in advance, or to make a claim against its results and request back the Prize, he will have 10 days from Contest completion to file a detailed complaint with CoContest, explaining his reasons and providing all data regarding the matter. The decision on the complaint will be taken by CoContest, at its sole discretion. In this case, Section 7.9 below will apply to sums deposited because of the revoked mandate.

7.8 The User creating a Contest expressly confers CoContest full and irrevocable mandate, as per Section 1703 of the Italian Civil Code to (i) receive as trusted depositary the sum of money which is paid by User as amount of the Prize at the beginning of the Contest, and (ii) as soon as the winner of the Contest is determined, pay in the name and on behalf of the User the Prize to the Designer whose Project is selected at the end of the Contest with the criteria contained in these Terms and Conditions. For the avoidance of doubt, the Designers to which the Prize is to be paid is the one whose name is published on the Portal in the section which refers to the relevant Contest. It is understood between the Parties that such mandate shall be subject to the precedent conditions of (i) creation of a contest as per article 7.2 above and (ii) full payment of the relevant sum by the User who creates the Contest and (iii) acceptance of the Prize by the winning Designer.

7.9 As provided by Section 1725 of the Italian Civil Code, mandates conferred to CoContest as per section 7.8 above, may not be revoked once the relevant contest is introduced by the User, unless the contest itself is cancelled by CoContest if the client not received any project, the client will have the right to ask the refund of prize of the contest with the exception of the cocontest fee, transaction fee and costs for money transfer.

7.10 After the winner of the contest is selected as per Section 7.6 above the mandate may not be revoked by User, unless the winning Designer has resulted in grave violations of these Terms and Conditions.

7.11 If no Project Idea is submitted by the Designers during the User chosen time, then the Prize will not be assigned and the CoCredits could be redeemed by the Users.

8. CoCredits

8.1 All goods and services provided on the Portal shall be paid for using a system of vouchers called "CoCredits" which may be obtained at the price of 1 Euro per CoCredit at the CoContest store on the Portal.

8.2 CoCredits can be purchased at any time by Users and paid for by means of Credit Card, PayPal, or any other method of payment specified from time to time by CoContest.

8.3 The minimum value of a CoCredit is 1,00 Euro. Should any CoCredit value be of less than 1,00 Euro, the amount will be rounded to the nearest Euro.

8.4 CoCredits are not, by any means, a legal currency and cannot be traded or sold to third parties. No user to user transaction of CoCredits will be recognized by CoContest. Only CoCredits directly assigned to the user by CoContest will be recognized as valid.

8.5 CoCredits are only exchangeable for goods and services provided by CoContest on the Portal, in accordance with these Terms and Conditions and with the pricing and rules specified by CoContest from time to time.

8.6 CoContest might reduce the balance of CoCredits of any amount You owe to CoContest on any

whatsoever account, including compensation of CoContest for any loss that it determines (at its sole and absolute discretion) to have suffered as a result of any breach of this Terms and Conditions by You.

8.7 Designers may at any time convert CoCredits which they hold in their User Account to EUROS or any other currency permitted by CoContest.com, and request payment of those amounts, provided they have at least 10 CoCredits. Any such payments will be made via the payment method specified by CoContest and selected by the requesting Designer.

8.8 All payments issued by CoContest to a User may be reduced by any amount owing by the relevant User to CoContest on any account whatsoever and may also be reduced by any related administration fees and charges imposed by CoContest.

8.9 Should any payments be issued to a User in a currency other than EUROS they will be issued at an exchange rate determined by CoContest in its sole discretion, based on real-time bank data. You will bear all risk in relation to any loss You may make as a result of the exchange of EUROS to another currency.

8.10 CoContest may refuse to permit You to withdraw CoCredits where it considers that as at the date of withdrawal You are in breach of these Terms and Conditions.

8.11 You agree that You will not enter into any arrangement and/or agreement with a Designer to pay any amount in excess of the above mentioned fees (please see Section 7.2) for the Project Idea or to pay him/her separately outside CoContest.com in relation to the supply of a Project Idea, or of any services that are the subject of an invoice issued by CoContest to You.

8.12 The balance of CoCredits held by You will expire 12 months from the date that You last spent any CoCredits to create new Contests on the Portal. Balances of Your CoContest which are not spent in the creation of contest and/or other available services within this 12 month period are lost.

8.13 CoContest is not a storage service and does not hold files, intellectual property, money or any form of property as a deposit, escrow or similar on behalf of any of its Users. All amounts deposited or paid to CoContest are property of CoContest and CoContest may use those funds as it sees fit. The only rights that You have to receive payment of any amounts held by CoContest are as set out in these Terms and Conditions.

8.14 Any mandates as per Section 7.8 which will be still in place after 12 months since a contest has ended and no Designer has claimed the sums, shall be considered as revoked. User will then pay to Cocontest a sum equal to% of the sum deposited as additional cost of the mandate.

9. Invoicing and Taxes

9.1 Each time a Customer creates a new Contest, CoContest will invoice him/her, as per applicable laws and regulations, on the CoContest Fee ex Section 7.2, § (ii).

9.2 You agree that You are responsible for the collection and/or payment of all taxes which You may be liable for in any jurisdiction arising from Your Contests on CoContest.com. CoContest is not responsible for collecting, reporting, paying, or remitting to You any direct/indirect taxes and/or social security charges.

9.3 The winning Designer shall have the duty to invoice the User, as required by applicable laws and regulations, including tax and social security laws and regulation, for the sums received as Prize. CoContest shall not be required to supply relevant information thereto and/or advise the Designer on the matter. CoContest will not accept liability for any error/omission/failure to comply in any manner by the Designer to this Section 9.3.

10. User Warranties and liability

10.1 The use of this service is entirely at Your risk and You take the full and sole liability of it.

10.2 You guarantee to CoContest to be the exclusive owner of the Project Ideas You upload on the Portal or to have pre-emptively got the necessary authorization from the owners of the rights concerning third party works or contents inserted into the Project Ideas uploaded by You on CoContest.com.

10.3 You are therefore the sole responsible for anything uploaded on CoContest using Your ID and/or Your password and anyway, for any behavior or action set through it on the Portal.

10.4 As registered User/Designer, You commit Yourself not to publish Contents: - pornographic, obscene, or paedophilic; - that cause in any way damage to minors; - blasphemous or offensive to the morals, ethics and to any religious belief; - with purposes against public order, that sing praises to violence or racial hate; - illegally detained or bought by the User (pirate software, unauthorized copies, etc.); - advertising or promotional in favour of subjects different from the brand object of the campaign on CoContest to which the Content is uploaded; - tied up to the gambling, competitions, games that ask for a money participation; - protected by copyright, whether being audio, text, images or fragments of video without obtaining the previous authorization from the rights holder; - that are damaging to third parties, with particular reference to copyrights or other rights of intellectual and industrial property; - that contain virus or other software that may damage or influence the functionality of the site; - that promote or induce to illegal activity; - that contain utilizations of images fixed or on the move, of common and/or famous people, or that refer to these without their previous authorization; - that contain deceptive or comparative advertising messages as by law in force (L. 49/2005); - that violate, or induce to violate, any law or regulation.

10.5 It is particularly forbidden to use the service to cause in any way prejudice to third parties or to commit or to encourage any kind of crime.

11. Children's privacy

11.1 Protecting children's privacy is especially important to us. It is our policy to comply with Italian laws on the matter.

11.2 CoContest does not operate or provide services directed toward children and does not intentionally collect information from children. If You find any content on our Portal offensive or otherwise disrespectful towards minors, we ask You to contact us immediately, providing all details, so we can operate for its fast removal.

12. Warranties and liability of CoContest

12.1 The Portal and all related services are offered by CoContest to the User "as is", and "as available", without any warranty, be it direct or indirect, of any kind on its contents and/or its functionalities. CoContest S.r.l., therefore, does not offer any warranty on the accessibility of the Portal in any moment and/or place, nor does it offer warranties over the absence of defects and/or errors in the Portal and/or in its contents.

12.2 The registered User accepts that from the incorrect use of the Portal and of the services therein could derive grave damages to his PC.

12.3 CoContest S.r.l. shall be liable only when the User can effectively demonstrate that CoContest S.r.l. (a) adopted an intentionally harmful conduct; (b) acted in gross negligence; (c) has violated any applicable provisions of law regarding responsibility over licensed products. CoContest S.r.l. may be required, under existing laws and regulations, to pay damages resulting from injuries that have affected life, physical integrity or health of the User, provided it is demonstrated that these events are a direct consequence of the behavior of CoContest S.r.l.; in no case CoContest S.r.l.

shall be held liable for slight negligence acts. The above limitation of responsibility shall apply also to the mandate conferred as per Article 7.8 above.

12.4 The User accepts to indemnify, defend and protect CoContest against each and any claim, demand, claim for damages or other losses, including reasonable attorneys' fees, claims by any third party arising from the use of the Portal and/or by violation of these Terms and Conditions; the above provision does not apply, however, if it is ascertained that the violation has not happened due to intentional and/or negligent behavior of the User.

12.5 Pursuant to the provisions detailed above, CoContest will not be liable for service interruptions due to: - natural catastrophes or fortuitous event; - tampering on the services or on the equipment, carried out by the User or by third party; - wrong use of the services by the User; - faulty operation of the connection devices used by the User, even when it is due to the non-observance of the laws and rules on safety, prevention, accidents and industrial injuries.

12.6 CoContest has no obligation to oversee any contents circulated through the service, nor has it any obligation to actively seek facts or circumstances that point out the presence of illegitimate activity without an appropriate order to do so by a competent Authority; CoContest is therefore not responsible in case of possible controversy on the legitimacy, truthfulness, correctness, quality, originality and paternity of the material published on the Portal, including, but not limited to, Project Ideas; CoContest will take prompt action to remove the contents manifestly non compliant with third parties rights, as soon as it receives a direct complaint, provided with all necessary data to evaluate a violation (such as: link of offending content, information about copyright violation, etc.).

12.7 If CoContest becomes aware of the illegitimate or prejudicial feature of the Project Ideas published online by the User, it will immediately, and at its own discretion, remove the offending information and/or disable access to such data.

12.8 CoContest, in any case, will not accept responsibility for possible violation of intellectual rights on contents by third parties, as well as for the possible loss, cancellation or alteration, momentary or definitive, of Project Ideas for any cause. Each User contributing material to the Portal does so at his/her own risk, and shall face any and all consequences of such behaviors, thus indemnifying CoContest as per article 14 below to the maximum extent permitted by applicable Law.

13 .Malware and connections to third party sites

13.1 CoContest has committed itself to maintain the Portal without viruses and malware, but cannot guarantee its full immunity from them. The User has therefore to adopt suitable safety measures and has to use an antivirus program to avoid the loading of virus on his own software. In case of hypertext link to third sites, CoContest does not have any responsibility for the possible illegitimate content of these, neither some obligation of control them.

14. Indemnification

14.1 The User is obliged to release any liability and to hold CoContest, as well as its affiliates and its representatives, its agents, its employees and third parties to which CoContest has granted rights on the uploaded materials, free from all the losses, damages, responsibilities, costs, burdens and expenses, including the possible legal expenses that might be suffered or sustained by CoContest as a consequence of any publication and/or use of the Project Ideas uploaded by the User on CoContest, and/or of any default from the User of the obligations and warranties written in this contract and however connected to the use of the service, also in case of compensation for damages claimed by third party.

15. Service suspension

15.1 CoContest retains full right to remove, without notice, the account of the User and any content produced and published by him that violates the conditions of these Terms and Conditions.

15.2 Removal might occur also in case of content reported as abusive/unlawful/copyrighted by other Users or third parties to CoContest. In such cases, CoContest shall also retain all rights to compensate any damage occurred with the infringing User, as per article 14.

16. Removal of the account for inactivity

16.1 If the User does not use the services provided by CoContest for a period of 24 months in succession, CoContest will have the right to disable his access to the site, retaining all CoCredits not converted at the date of account removal.

17. Changes of terms and conditions of use

17.1 CoContest retains the right to modify these terms and conditions in every moment and without any previous notice. In using the service, the User has to completely accept the new conditions.

18. Contract termination

18.1 According to article 1456 of the Italian Civil Code this Contract may be terminated with no prior notice in case of any breach of the above terms and conditions. In such case CoContest shall not be liable of any indemnification to the User. At the same time the User shall be liable for losses, damages and other indemnifications to CoContest, arising as a consequence of the breach.

19. Contract conservation

19.1 Should one or more of the provisions of these Terms and Conditions be declared null, void, even in part, the remaining part shall maintain its validity and CoContest will amend the Terms and Conditions adequately.

20. Applicable law and competent Court

20.1 These contract shall be governed by the Laws of Italy.

20.2 For any disputes arising because of or under the above Terms and Conditions the Courts of Law at Rome, Italy shall have exclusive jurisdiction.

20.3 The use of Portal/services thereon is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

According to article 1341 of the Italian Civil Code, the User has read and accepts the terms contained in Articles 4, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 19 and 20.