



JAMMA srl

Via del Lavoro snc
01100 Viterbo - Italy
Phone: **+39 0761 354602** - Fax: **+39 0761 273035**
VAT Code: **01682480569**



Enrolled in Registro degli Operatori della Comunicazione (ROC) n. 16476

ACCEPTANCE TO CONTRACTUAL OFFER

To be delivered via FAX (number: +39 0761 273035) or via pec to: amministrazione@pec.jamma.it

The undersigned _____
(name and surname)

on behalf of the company _____
(company name)

a _____
(please insert the legal type of company)

incorporated under the law of _____
(please indicate the relevant Country)

with registered office in _____
(address)

_____ (cap) _____ (city) _____ (country) **(hereinafter, the "Client")**

phone contacts _____
(mobile) _____ (telephone) _____ (fax)

email address _____ pec _____

VAT code _____ web site _____
(URL link)

hereby requests to JAMMA srl **(hereinafter, the "Seller")** to provide with the publication of _____
(please specify the kind of publication requested)

for the time period starting from _____ until _____, invoice period _____ and, according to the general terms and conditions below, hereby undertakes to pay as per below, as compensation for such publication, to JAMMA srl, the amount of Euro _____.

Method of payment: bank transfer bank cash order (RiBa) bank direct debit service (R.I.D.)

General terms and conditions

The Client expressly declares to accept, also for the purposes of art. 1341 of the Italian Civil Code, the following general terms and conditions

Art. 01 - This contract will take effect upon the occurrence of the first, in order of time, of the following conditions: the performance of the requested service, the issuance of the relevant invoice. The Client may, in whole or in part, withdraw from the contract, given the prior written consent of JAMMA s.r.l. In case of withdrawal, the Client will have to indemnify JAMMA s.r.l., as a compensation for the anticipated termination, in whole or in part, of the contract, paying an amount corresponding to the 25% of the amount previously agreed for the service or part of the service not performed.

Art. 02 - The Client acknowledges and accepts that JAMMA s.r.l. has the right to withdraw from the contract, if the latter, upon its sole discretion, identifies that technical difficulties in the activation of the commissioned publication service arise that render the performance of such service impossible. JAMMA s.r.l. has the right to withdraw from the contract also in case the publication service should cease for any reason. The withdrawal may be exercised upon written communication sent by JAMMA s.r.l. by registered mail (Posta Raccomandata A/R) and the Client will be entitled to obtain a reimbursement of the amount already paid, to be calculated in proportion to the period in which the service will not be performed, being JAMMA s.r.l. relieved from any other kind of liability towards the same client.

Art. 03 - The Client expressly represents and warrants that it is the solely responsible, under any legal effect, for the content of the information message and for the links associated with the message and directed to the URL addresses indicated in the contract, the full legitimacy of which it therefore confirms, and it also declares, under its own civil and criminal liability, that it has the right to use the elements contemplated in the message. In any case, the client shall, if so requested, provide, at its own care and expense, any type of document proving the legitimate ownership of the elements contemplated in its information messages. Failing this, the contract, if it has already been concluded, shall be deemed to have been automatically terminated due to non-performance of such obligation by the client. In any case, the execution of the publication service does not imply co-responsibility in relation to its content and the client agrees and undertakes to indemnify JAMMA s.r.l. from any liability that may be arose by third parties.

Art. 04 - In the event of errors or omissions, total or partial regarding the commissioned advertisements, expressly reported in writing by the Client to JAMMA s.r.l., the latter will proceed with the prompt correction and rectification of the same or the execution of what has been omitted, it being understood that any form of compensation or indemnification can be claimed by the Client toward JAMMA s.r.l. for the period during

which such errors were in place or the omission occurred. The Client expressly accepts and acknowledges that JAMMA s.r.l. is entitled to change, at its sole discretion, the order of the single elements composing the advertisement message, as well as the search keys corresponding to the same. The Client also agrees to release JAMMA s.r.l. from any liability in case of temporary inability to access to the information and advertisement message.

Art. 05 - Any additional clause intended to prevent or limit the acceptance and execution of orders and commissions delivered by competing or non-competing companies is deemed to be null and void. In any case, any additional clause, to be effective between the parties, must be approved and agreed in writing by JAMMA s.r.l.

Art. 06 - The Client undertakes to pay to JAMMA s.r.l. the amount specified in the contract. In the event of failure of such obligation or if the Client is in default, even partially, for previous commissions, JAMMA s.r.l. has the right to terminate the contract, due to default of the Client.

Art. 07 - The Client has the right to propose changes to the advertisement message commissioned. Such changes may not, however, lead to an enlargement, enrichment and/or increase of the commissioned advertisement message and, if they lead to a decrease or diminution, in any case the client will not be entitled to receive from JAMMA s.r.l. any eventual reimbursement, for any reason.

Art. 08 - The Client expressly acknowledges that the advertisement message commissioned by the execution of this contract shall be published within 15 days from the date of delivery by the client to JAMMA s.r.l. of the relevant information material and the signing of this contract. The Client has the right to request, at any time, the withdrawal from this contract, by means of a communication to be sent by registered mail with return receipt (i.e. Posta raccomandata A/R), being understood that the effectiveness of the withdrawal is subject to JAMMA s.r.l.'s consent. In this case, however, JAMMA s.r.l. will have the right to retain, as consideration for the withdrawal, any sums already paid by the Client to it or to request the payment of any sums resulting from the invoices issued in relation to the object of this contract, even if they refer to advertisement services that, as a result of the withdrawal, will no longer be performed.

Art. 09 - In the event that the Client is subject to any insolvency proceedings, JAMMA s.r.l. shall be entitled to withdraw from the contract, without prejudice to the client's obligation to pay the commissioned service activity, it being understood that in such case, the client will not be entitled to claim damages, compensation or other sums of money from JAMMA s.r.l. for any reason whatsoever in relation with such withdrawal.

Art. 10 - The Courts of Viterbo shall have exclusive jurisdiction to

hear and determine any suit, action or proceedings, and to settle any disputes, also in terms of interpretation, which may arise out of or in connection with this contract and, for such purposes, the parties irrevocably submit any of such disputes to the exclusive jurisdiction of such Courts.

Art. 11 - In the event of payment by instalments, VAT (tax deductible pursuant to Article 19 of Presidential Decree No. 633 of 26/10/72) shall be charged in full on the first instalment.

Art. 12 - Pursuant to EU Reg. no. 679/2016 (GDPR) and the Italian Privacy Code (Legislative Decree 19/2003), as amended and supplemented from time to time, JAMMA s.r.l., as data controller, informs that the personal data acquired on the basis of this contract, will be subject to processing in compliance with the aforementioned legislation. In particular, JAMMA s.r.l., pursuant to Article 13 EU Reg. no. 679/2016, informs that the personal data provided by the interested party, will be subject to processing by electronic and non-electronic means, and will be processed in order to comply with the contractual obligations arising and to fulfil the consequent legal and contractual fulfilments deriving from the same, of the strictly functional fulfilments of an administrative, productive and sales process organisation nature, implemented also by means of communication to third parties engaged in editorial, administrative, credit management and agency activities, as well as to ensure the achievement of effective operational management of such relations. The personal data in question may also be communicated - in order to enable the fulfilment of contractual or legal obligations - to all the natural and/or legal persons (public and/or private) who contribute to the processing activities, in order to ensure the proper performance of the supply activities relating to this contract. Consent is not required for these purposes (Art. 6 c. 1 lett. b) of the GDPR). The provision of data is optional, but necessary for the proper performance of contractual activities. Any refusal by the data subject to provide the data will result in the impossibility of concluding this contract and carrying out the relevant supply. The personal data processed for the purposes indicated so far will be kept only and exclusively for the period of performance of the contractual activities and, in any case, not beyond the expiry of the terms suitable to guarantee the possible defence of a right of the Company in litigation. The client is entitled to exercise all the rights set forth in Articles 15 et seq. of EU Reg. no. 679/2016, including those of access, rectification, portability, updating, objection and limitation of processing as well as cancellation by communication in writing to JAMMA s.r.l. In any case, it will always be possible for the data subject to lodge a complaint - with respect to the processing in question - before a Supervisory Authority (such as the National Data Protection Authority).

Date _____

Art. 013 - Some of the personal data contained in the contract may also be used by JAMMA s.r.l. for the production of other editorial products or information services, as well as for sending its own advertising material and other marketing or market research activities.

Signature (and stamp) _____

In this case, the provision of data is optional, and the relevant refusal shall not result in the contract not being concluded. The Client may exercise all the rights under the Italian Privacy Code, as amended and supplemented from time to time, and the GDPR including

the right to obtain from the data controller confirmation of the existence of his personal data, the right to request the updating or deletion of such data and the right to object to their processing and may exercise these rights by communication in writing to JAMMA s.r.l..

I agree I disagree

Date _____

Signature (and stamp) _____