

GENERAL TERMS AND CONDITIONS OF CONTRACT

These general terms and conditions govern the relationship between MYDIOMA and the Client with relation to the subscription to the proposed online Text Translation Service and they specify the procedures of access and use and the scope of said service. In the event of conflict with any other communication and/or promotional literature, these Terms and Conditions shall prevail. The signature and returning of these general Terms and Conditions imply that, before sending any original material to MYDIOMA, the Client has read carefully, understood and accepted the same..

1. DEFINITIONS

“MYDIOMA”: is a trademark of Wolf Group SpA.

By "User " is meant the individual person or corporate body entering into this contract.

By “Service” is meant the online Text Translation Service offered by MYDIOMA

By "Original Material" is meant any document and other documentation sent by the User to MYDIOMA for the purpose of the translation services which are the object hereof.

By “End material” is meant the final translated version of the Original Material.

By “User Account” is meant any credit of the User relative to the subscription of choice.

2. PURPOSE

The User can access the “Online text translation” service of MYDIOMA according to the procedures described at www.mydioma.it and the relative subsections (hereinafter defined as SERVICE) for any use which is not expressly forbidden by this contract, prior to the underwriting of a “pre-paid” subscription.

3. PROCEDURES OF ACCESS TO THE SERVICE

The User can access the Service through a “Registration”, that is through the filling of an electronic form included in the MYDIOMA site, which provides for a pre-paid subscription, of value to be determined by the User himself. MYDIOMA will provide the User with a Username (User ID) and a password for access purposes. Upon registration, the User will automatically be entitled to access and use all services offered by MYDIOMA. However, MYDIOMA reserves the right to modify without notice the procedures of service supply and their price .

4. SERVICE SUPPLY

To benefit from the Service the User can chose between two types of procedures, according to the volume of text which needs to be translated.

The standard procedure is suitable for texts and/or original material of up to 30,000 characters; when the User inputs the text to be translated in the “Translation Office” section of the site, the exact number of characters is automatically shown, as well as the price relative to the Service MYDIOMA is requested to supply, which will be deducted from the User account in the “Purchase History” section.

5. DELIVERY TIMES

In both cases MYDIOMA will assign the job to its translators and will automatically inform the User of the acceptance of his request and of a rough estimate of the delivery times of the translation (hereinafter the End Material). As far as the standard procedure is concerned, the delivery time of the End material, calculated starting from the supply of the same, is of 48 (forty-eight) hours for texts of up to 4,000 characters, 72 (seventy-two) hours for texts of up to 10,000 characters, 168 (one hundred and sixty-eight) hours for texts of up to 20,000 characters and 240 (two hundred and forty) hours for texts of up to 30,000 characters. However, the estimated delivery time above shall not be deemed of the essence in this contract.

6. THE ORIGINAL MATERIAL

The Original Material must be easily readable and must be supplied to MYDIOMA in one of the languages covered by the Service and in such format as those included in the Service. Any change or addition to the Original Material which is sent to MYDIOMA subsequently to the notification of the number of characters and the relative price will be dealt with as a new request. The User hereby declares and guarantees that (i) the Original Material and any further material or message input in the MYDIOMA site following the inputting of his password is original, that it is rightfully owned by him and that it can be fully disposed of by him and (ii) the translation of the Original Material and the publication, distribution, sale or other use of the End Material does not constitute the breach of any copyright, trademark, patent or other sole right of any third party; MYDIOMA is in any case relieved from any responsibility with regards to the supply of its Service. The User hereby declares and guarantees that any excerpt from material which may be protected by copyright is input with the express authorisation of the owner of said copyright and hereby undertakes to quote the source thereof.

7. THE END MATERIAL

MYDIOMA translators shall translate any specialised term according to its customary and usual meaning, that is according to his/her standard procedures. MYDIOMA shall not modify the Original material sent, even in the event that typing or grammatical mistakes and/or omissions which compromise the meaning of the text be found. While guaranteeing adequate professional standards, MYDIOMA cannot guarantee the absence of mistakes in the translated text and/or its conformity to any specific terminology which is not of common usage. In any event the end material is delivered via e-mail.

8. FEES AND PAYMENT PROCEDURES

The price for the service depends on the number of characters of the Original Material; there are four different types of pre-paid subscription. Enclosure 1), which forms an integral part of these general terms and conditions, includes a list of all commercial offers available at the time of printing hereof. The payment procedure provided for is by credit card. MYIDIOMA hereby undertakes to use any suitable means to ensure safe transactions. For the standard procedure the price shall be automatically deducted from the User account when the original material is input in the section provided, whereas for the special procedure said deduction is carried out upon confirmation by the User. The subscription chosen by the User has a temporary duration of 12 months and does not provide for any repayment for services not supplied.

9. INVOICING

Upon underwriting each subscription and/or following the integration of an original subscription, MYDIOMA shall send the relative invoice to the User, who will be able to view and print an updated copy of the situation of his User Account and a copy in PDF format of any tax-related document through exclusive access to the Section relative to the User Account directly from the Site.

10. LIMITATION OF LIABILITY

MYDIOMA hereby guarantees to supply its Service by using its standard quality procedures, namely a careful selection of the translator and a constant check over the translations being produced. MYDIOMA does not however accept any responsibility, with the exception of fraud and/or gross negligence, for any damages to the User arising from his use of the Service supplied, regardless of the object or type of action or whether the damage relates to the contract or otherwise or whether said damage could have been prevented by MYDIOMA or otherwise. Consequently, MYDIOMA hereby undertakes to re-supply the Service in the event that the same has not been carried out in a suitable manner or, at its unquestionable discretion, to credit the User Account with an amount corresponding to 10 characters for each 1,000, following the compilation by the User of a report in the "Complaints" section of the site and its subsequent verification and approval by the Head of Quality Control designated by MYDIOMA.

Any other type of reimbursement for direct or indirect damages is hereby expressly excluded and MYDIOMA is exempted from any other responsibility. By way of indemnity, MYDIOMA will reimburse the cost relative to the translation which is the object of dispute.

While guaranteeing the use of adequate procedures and technologies to ensure the safety of any data input in its site, MYDIOMA cannot guarantee their confidentiality and/or the lack of unauthorised access by third parties unrelated to the site with regards to the Original Material sent to MYDIOMA by electronic mail and the use of the Internet system. Furthermore, MYDIOMA cannot accept any responsibility in the event of loss of or damage to the Original Material, which shall in any event not be returned; it is therefore the User's responsibility to make a copy of any material sent to MYDIOMA.

11. TITLE AND OWNERSHIP

All rights to the Original and End Material, including any copyright, and relative trade secrets are and remain the property of the User, who relieves and guarantees MYDIOMA with regards to their use and/or availability. However, the User hereby acknowledges that MYDIOMA is the sole and exclusive owner of the right with reference to: (i) any invention, procedure, innovation, information, technology, software developed and database used for the translation of the Original Material.

12. CORRECT USE OF THE SITE

MYDIOMA hereby authorises the access to and the consultation of the www.mydioma.it Website, and grants permission to copy electronically and print on paper parts of the site itself exclusively for information and reference purposes. Any other use of the material included in this site, including any reproduction for purposes other than those above-mentioned, or its change, distribution or other publication without the written authorisation of MYDIOMA, represents a breach of the rights of MYDIOMA and a breach of this contract. In particular, the rights relative to any information, text, photograph, drawing, graphics, image, audio or video recording, animation and other material and effects (including any logo) protected by copyright, trademark or other right of intellectual or industrial property of MYDIOMA or other patent right by third party included in the Website which is the object hereof. The User hereby acknowledges and accepts that said rights belong to their respective owners and are protected in any shape and any support and technology either currently in existence or which is subsequently developed.

The User further acknowledges that the inputting and/or disclosure on the MYDIOMA site of text with contents which contravene morals and law and order, or for the purpose of harassing and/or offending or causing damages, either directly or indirectly, is expressly prohibited. Furthermore, it is expressly prohibited to use the Services supplied by MYDIOMA and the MYDIOMA Website in general for purposes which infringe the laws in force in the Italian State and in any other State. Consequently, the User hereby undertakes to refrain from divulging through MYDIOMA any information and/or material and/or data contravening morals and law and order, or which may be libellous or infringe any law or regulation. In the event that the above-mentioned provisions be

breached, MYDIOMA reserves the faculty to suspend the Service immediately, remove the material which was illicitly input in the site, with the faculty of requesting the resolution of this contract according to what provided for by art. 15, subject to any other request of reimbursement or compensation for further damages.

13. PASSWORD

The use of the password is strictly personal. The User is the sole responsible of its correct use and hereby undertakes not to disclose it to any third party.

14. CONFIDENTIALITY

MYDIOMA hereby undertakes to maintain the strictest confidentiality at all times with relation to any data and information relative to the User which MYDIOMA may acquire while supplying its Service. In particular, MYDIOMA shall only use any information of a personal nature relating to the User for the purposes related to the services provided for in this Website, unless otherwise authorised by the User himself. Personal information includes, for example, name, address, e-mail address, telephone number, date of birth and any commercial information which may be inferred from the Original Material. This clause is not applicable in those instances for which the disclosure of said information by MYDIOMA is dictated by the obligations of the law or if said information has become of public domain by means other than through MYDIOMA.

15. CANCELLATION AND RIGHT OF WITHDRAWAL

MYDIOMA reserves the right to cancel this contract, by means notice to the User sent by e-mail and followed by Registered Letter, in the event of non-fulfilment by the User of any one of the obligations provided for herein, particularly as far as Articles 6-12 and 13) are concerned, and reserves the right to hold any credit of the User by way of partial payment of damages and subject to any further reimbursement. In any event, MYDIOMA reserves the right to withdraw unilaterally and immediately from this contract at its own unquestionable discretion and, in that event, hereby undertakes to reimburse any sum due showing in the User Account. The same right of withdrawal is applicable to the User, with express and unconditional renunciation of reimbursement of any sums to his credit.

16. CHANGES OR ADDITIONS TO THIS CONTRACT

Any change or addition to this contract must be to carried out by means of a suitable written document, under penalty of cancellation.

17. JURISDICTION AND APPLICABLE LAW

- a) This agreement is drawn up in the Italian language and is governed exclusively by the Italian law.
- b) In the event of any controversy arising from the interpretation and/or the execution of this contract, the Parties hereto accept the Tribunal of Como as the competent Forum.

ENCLOSURES

ENCLOSURE 1)

-**€50,00**: advance purchase of 3600 characters (cost of single character: €0.013888)

-**€100,00**: advance purchase of 7600 characters (cost of single character: €0.013158)

-**€200,00**: advance purchase of 15800 characters (cost of single character: €0.012658)

-**€500,00**: advance purchase of 41000 characters (cost of single character: €0,012195)

Subject to any right by the User to residual credits, the above types of subscription are subject to variations at the discretion of MYDIOMA, which hereby undertakes to modify this enclosure and to inform the clients online accordingly.