

Terms of Use

General Terms and Conditions

1. General

1.1. Gomilio is a service provided by Activa System Srls (hereinafter referred to as Service Provider). By registering with Gomilio as user, you (hereinafter referred to as Gomilio User) accept these Terms of Service (hereinafter referred to as TOS) pertaining to the use of Gomilio.

1.2. The services provided are exclusively for persons who have reached the age of 14. If the Gomilio User operates a store (see 2.1) the minimum age is 18 years.

1.3. The Service Provider reserves the right to complement, extend, change, discontinue or improve services offered, in particular where such measures will improve the technological standard of the services or are deemed necessary for preventing abuse. Such modifications may lead to changes in the appearance of the GomilioPages. The Service Provider will only make such modifications if they are reasonable and acceptable for the Gomilio User or if their implementation is required by law.

1.4. Furthermore, the Service Provider may, with the consent of the Gomilio User, amend the contract with the Gomilio User as well as these Terms of Service. Consent to the amendment shall be deemed as given if the Gomilio User does not object to the amendments within one month after receipt of the amendment notice. In the

amendment notice the Service Provider will inform the Gomilio User of the consequences of his failing to lodge an objection.

2. Object of the contract, amendment of the contract

2.1. Gomilio provides an online service allowing Gomilio Users to create their own Website (referred as GomilioPages). The services allow Gomilio Users to adapt the design of their own GomilioPage, to create and manage the site's content, and to operate an online store. Gomilio offers different versions of this service: (a) a free GomilioPage (referred to below as "GomilioFree") and (b) more comprehensive GomilioPage versions which are subject to a fee (referred to below as "GomilioPro"). For updated specifications for these versions please visit <http://www.gomilio.com>

2.2. All services provided by the Service Provider free of charge may be discontinued at any time. In such a case the User will not be entitled to claim the continuation of this type of service.

2.3. Users of paid Gomilio plans (GomilioPro) agree that the invoice for the service will be sent electronically (via email). The invoice is valid without a signature.

2.4. In the event that the GomilioFree User fails to log onto his GomilioPage within 90 days, the Service Provider may delete the GomilioPage and its contents permanently and suspend all access to Gomilio by the User.

2.5. GomilioFree Pages contain advertisements. The Gomilio User is not permitted to edit, remove, or conceal any advertisements.

2.6. The GomilioPages of GomilioFree Users are published under a sub-domain (e.g., www.username.Gomilio.com). GomilioFree Users are not permitted to redirect an externally hosted domain to their GomilioPage or to display the GomilioPage on an external Website (e.g. integration via frame or Iframe).

2.7. The Service Provider reserves the right to make use of the services of third parties in providing services.

3. Personal Data

3.1. The Gomilio User confirms that all the personal data provided is true and complete. The Gomilio User hereby agrees to the recording and electronic storage of this data by the Service Provider. The Service Provider will not transfer the data to third parties unless the Gomilio User expressly agrees to this or the transfer is necessary to fulfill the services (for example, sharing of data for domain registration with the domain registrar). The Gomilio User undertakes to keep the personal data updated. In order to prevent abuse by unauthorized third parties, the Gomilio User is under an obligation to keep the login data confidential.

4. Contract Length & Termination, Service Termination, Refund of Subscription Fees

4.1 Free GomilioPages can be deleted by the User at any time, directly on that GomilioPage. To do so, the User only needs to log in on the GomilioPage and go to Settings to find the Delete Account option.

4.2 Unless otherwise stipulated in the subscription description, the duration of GomilioPro contracts is 12 months, and renews for this same period of time unless the User terminates the subscription one month before the subscription ends. To cancel via email, the cancellation request must be sent from the contact email address on file for the GomilioPage. The cancellation request must also contain the registered user name and date of termination.

4.3. The Service Provider may terminate the contracts with the User unilaterally and without stating reasons by giving at least one month's notice. In such a case the Service Provider will refund any fees paid by the User in advance on a pro rata basis. The Service Provider reserves the right to terminate the contract without notice in case the Gomilio User fails to fulfill his contractual obligations (see section 5). Further, a breach of contractual duties may lead to civil or criminal action. In such a case any fees paid in advance on a pro rata basis will not be refunded.

4.4. The Service Provider further reserves the right to remove the GomilioPage and block access to Gomilio by the User in case fees are not paid. In such a case the Service Provider will inform the Gomilio User accordingly. Furthermore, in such a case, the Service Provider is furthermore entitled to delete ("CLOSE") the user's domain(s). By accepting these Terms of Service, the user grants Gomilio the explicit right to this type of termination.

4.5. Termination of optional services in addition to GomilioPro will not affect the overall contractual relationship.

4.6. Upon termination of the contractual relationship the Service Provider will have no obligation to perform contractually agreed services. Accordingly, the Provider may

delete any of the Gomilio Users data on the server, including emails in the Users mailboxes. Transferring the data related to the Users GomilioPage to the server of a third-party provider will not be possible. It is therefore the Gomilio Users own responsibility to store and back up the data in due time. In addition, the Service Provider may, upon termination of the contract, have any of the Gomilio Users domains which have not been transferred to a new provider deleted by the relevant organization for allocation of domain names (CLOSE).

5. General obligations of the Gomilio User

5.1. The User is responsible for any contents provided or stored by him on his GomilioPage. The Service Provider is under no obligation to inspect the GomilioPages of the Gomilio Users with regard to violations of law.

5.2. The user is responsible for complying with all laws for their jurisdiction, as well as the regulations of the Federal Republic of Germany. This also applies explicitly to any additional legal regulations regarding operation of a store.

5.3. The User undertakes not to take any actions that may infringe or violate the rights of third parties (including their personality rights) when using the Gomilio services.

5.4. The User undertakes not to provide any contents which are legally prohibited or contra bonos mores (in particular pornographic, racist, xenophobic, extremist or any other reprehensible contents) or may infringe the rights of third parties (in particular trademarks, rights to bear a name and copyrights). Moreover, the Gomilio User undertakes not to use a GomilioPage for the purposes of spamming or GomilioFree sites for “linkbuilding” activities. In the event of claims due to illegal content which the

User has placed on a Gomilio site, the User agrees to indemnify and hold Gomilio harmless from any claim or demand. The user also agrees to assist Gomilio in every manner in responding to and in defense of such claims.

5.5. The Gomilio User undertakes not to create direct links from other websites to downloads on his GomilioPage.

5.6. The Gomilio User undertakes to observe all legal requirements pertaining to the provision of contact details or any equivalent legislation in the country of use.

5.7. The Gomilio User is under an obligation to regularly back up all data files and software settings to which he has access. In all cases the Gomilio User is required to take appropriate data backup measures before making changes to his GomilioPage and, provided that the Service Provider has notified the User in due time, before maintenance work is carried out by the Service Provider. Under no circumstances may backup copies be saved on Gomilio's servers.

5.8. The Gomilio User is prohibited from sending large numbers of emails with the same content without the consent of the recipients (spam) via systems or servers of the Service Provider.

5.9. The Gomilio User will use the designs provided by Gomilio exclusively for his GomilioPage. The Gomilio User is expressly prohibited from storing the GomilioPage and transferring it to and using it on an external server.

6. Domain Name Registration, Domain Name Cancellation, and Change of Registrar

6.1. Some of the service packages include the provision of one or more domain names. For the purpose of procuring and/or maintaining domains, the Service Provider will act only as the agent between the Gomilio User and the organization responsible for domain name allocation (registrar). Top-level domains (e.g. .COM, .US) are predominantly managed by a large number of different organizations, mostly at the national level. Each of these organizations has its own terms and conditions pertaining to the registration and management of domain names. The registration terms and conditions of the relevant domain registrar will therefore apply complementarily to these Terms of Use; e.g. in the case of DE domain names the registration terms and conditions of DENIC e.G. (Registered Cooperative) will apply and form part of the contract. Accordingly, the respective allocating organizations terms and conditions will apply in the same way. On request the Service Provider will send a copy of such terms and conditions to the Gomilio User. Alternatively they may be accessed online from the respective allocating organization.

6.2. The Gomilio User is in particular responsible for providing correct and complete data regarding the domain name holder (registrant) and the administrative contact (admin-C) when registering the domain name. The technical contact in all cases will be Activa System Srls. Irrespective of the relevant registration terms and conditions, such data must include the name of the domain name holder, an physical mailing address (PO boxes or anonymous addresses are not permissible), a valid email address and telephone number. If this information changes, the Gomilio User must immediately inform the Service Provider of this change by updating it online.

6.3. Upon formation of the contract, the Service Provider will make the option available to register the desired domain name with the responsible registrar. The

Service Provider may defer activation of a domain name until payment of the agreed fees for the registration services has been received. The Service Provider is in no position to influence the allocation of the domain name by the relevant organization. The Service Provider can neither guarantee that the requested domain names will be allocated to the Gomilio User and/or that allocated domain names are free of third-party rights nor guarantee their continued existence. Any information given by the Service Provider regarding the availability of a domain name is based on the data provided by third parties and only refers to the time that information is requested. The domain will not be deemed as allocated before registration of the domain in the name of the Gomilio User and its entry in the database of the registrar.

6.4. Before applying for a domain name, the Gomilio User will check that the domain name does not violate the rights of any third party or contravene existing legislation. The Gomilio User affirms that he has fulfilled this obligation and that during this check there was no indication for such infringement or violation.

6.5. Any changes to the requested domain name after registration with the relevant registrar are precluded. In case that during the time needed for forwarding the domain name request to the registrar, the domain name has already been allocated otherwise, the Gomilio User will be entitled to choose a different domain name. This will not apply if, in case of a change of providers, the previous provider declines this change. In such a case the Gomilio User will make the required arrangements for the release of the domain name by the previous provider or apply for a further domain name through the Service Provider for an additional fee. Should certain domain names have been cancelled by the Gomilio User or due to binding decisions in domain name disputes, the Gomilio User will not be entitled to apply for a free substitute domain name.

6.6. Subject to these TOS and those of the relevant allocating organization, the Gomilio User may transfer all domain names registered through the Service Provider to another registrar, provided that the new registrar offers the corresponding top-level domain name (e.g. .COM, .DE) and, as circumstances require and based on technical requirements, supports the change in registrar. The service contract will remain unaffected by such a change in provider. However, the User is required to provide notice of cancellation. All declarations concerning the domain name, in particular any domain name cancellation, change of registrars, and deletion of a domain name must be made in writing. Should the Service Provider, due to failure on the part of the Gomilio User or the new registrar to make timely arrangements or because the conditions for the change have not been met, be unable to grant the change of registrars (domain transfer) to the Gomilio User's new registrar, the Service Provider is expressly entitled to have the cancelled domain name deleted (CLOSE) by the relevant allocating organization after the cancellation date has lapsed. The Service Provider reserves the right to allow domain transfers only if the Gomilio User has settled all undisputed pending claims with the Provider.

6.7. The Gomilio User must notify the Service Provider immediately should he lose the rights to a domain name registered on his behalf.

7. Service Disruption

7.1. The Service Provider will endeavor to ensure that the services are available and function properly at all times. The User acknowledges, however, that for technical reasons as well as due to the Service Provider's dependence on external factors, e.g. telecommunications networks, the uninterrupted availability of individual GomilioPages cannot be guaranteed. The Gomilio User can therefore not assert a claim for continual

access to the GomilioPages. Access restrictions of only a temporary nature shall not constitute grounds for warranty claims nor a right to extraordinary termination. In addition to the possible access restrictions due to circumstances beyond the Service Providers control, the Service Provider also reserves the right to impose temporal and/or complete access restrictions, particularly where the GomilioPage is temporarily disabled for the purpose of installing technical improvements or eliminating errors and defects, etc.

7.2. In order to ensure the proper operability of the GomilioPages editing function, a number of system requirements are required. A list of these requirements is available here. The Service Provider is not liable for disruptions caused by different system configurations.

8. Liability

8.1. The Service Provider is not liable for loss of data by the User or for unauthorized access to personal user data by third-parties (e.g. hackers).

8.2. The Service Provider also cannot be held liable for misuse by third parties of data and information made available to them by the Users themselves.

8.3. The Service Provider shall not be liable for any activities of or contents posted by the Users.

8.4. The Service Provider cannot be held liable for lost revenue or other damages arising from malfunction or unavailability of the Gomilio systems. Excepting injury to life, limb, or health, Activa System Srls is not liable for other damage claims. This exclusion

does not apply to damages resulting from gross negligence on the part of Aactiva System Srls or deliberate or gross negligence of Aactiva System Srls's legal representatives or agents.

8.5. Any liability on the part of the Service Provider or affiliated providers will be limited to the equivalent amount of a yearly user fee.

9. Data Protection

9.1. The Service Provider will collect, process and use personal data concerning the Gomilio Users. For further information regarding the Service Providers data processing and data protection policies, visit our privacy statement.

9.2. The Gomilio User is aware of the fact that from a technical point of view the Service Provider is able to view any of the data saved on the Gomilio server and that there is a theoretical possibility that the Gomilio Users data may be accessed by unauthorized third-parties when transmitting the data over the Internet.

10. Cancellation Policy

10.1 You have a right to cancellation. Please read more in our Cancellation Policy.

11. Final Provisions

11.1. Should any individual provision of this contract be or become void, the validity of the remaining provisions shall remain unaffected. As required by 33, Para. 1 of the Federal Data Protection Act (BDSG) and 4 of the Teleservice Data Protection

Ordinance (Teledienst Datenschutz-Verordnung), notice is herewith given that data of users will be computer processed in machine-readable form.

11.2. These TOS and the contract shall be governed by the laws of the Republic of Italy. This shall also apply in case the User registers from another country. The place of jurisdiction is the location of the Service Provider's registered office.

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