

HOOLAWEB Terms of Use

(Last update: 10th. of June 2007)

ACCEPTANCE

Welcome to HoolaWeb Portal and web services. These Terms of Use govern your use of HoolaWeb and the services made available on the Portal.

These Terms of Use constitute a binding legal agreement between you and **INTERACTIVE1 ITALIA S.r.l.**, Via Della Trinità dei Pellegrini n° 16 - 00186, Roma, Partita IVA 06472391009 owner of the Hoolaweb trademark.

Please read them carefully before accessing or using the Portal.

MODIFICATIONS

We reserve the right to modify these Terms of Use at any time and in any manner at our sole discretion. Notice of any modification of these Terms of Use will be posted in this section of the Portal, and any such modifications will be effective upon the posting of such notice. Your continued use of the Portal or the Services constitutes your binding acceptance of such modifications.

Please check this section of the Portal before using the Services to determine whether a change has been made to these Terms of Use. If you do not agree to any changes in the Terms of Use as they may occur, please arrange to terminate your registration with the Portal immediately and discontinue your use of the Service and the Portal. You agree that we are not liable to you or to any third party for any modification of the Terms of Use.

Hoolaweb may modify this Agreement from time to time and such modification shall be effective upon posting by Hoolaweb.com on the Hoolaweb Website. You agree to be bound to any changes to this Agreement when you use the Hoolaweb Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

REGISTRATION

Before you can use certain parts of the Services, you will be required to register as a registered users through the Portal.

You must be 18 years of age or older to register as a registered users and use the Services.

You agree to provide true, accurate, current, and complete information about yourself as prompted by the Hoola Portal's registration form (such information, being the "Registration Data"), and you agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse to offer you any and all current or future use of the Services and the Portal.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are solely responsible for any activity related to your account. If you suspect any unauthorized use of your account, notify us immediately. You acknowledge and agree that we may preserve user information and may also disclose user information, if required to do so by law or if we believe, in good faith, that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Hoola, its users, or the public.

SERVICES

Hoolaweb provides suscribed users FREE access to a set of web applications designed to built a dynamic website and/or e-commerce website, partecipate in e-business Communities, send web permission newsletters, check web statistics, publish e-news and other services accessibile through a Web Browser.

You agree that Hoolaweb, in its sole discretion, may terminate your password, account (or any part thereof), and use of the Portal and the Services, and remove and discard any Content within the Portal, for any reason, including, without limitation, for lack of use or if Hoola believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use.

CONTENT

The Portal and the Services may allow you to post data, text, images, videos, messages, opinions, advice, statements, reviews, comments, and other materials and information (collectively, "Content"). All Content, whether publicly posted on or privately transmitted via the Portal or the Services, is the sole responsibility of the person from whom the Content originated and not of Hoolaweb, or its shareholders, directors, officers, or employees.

Hoolaweb may review and delete any Content, in whole or in part, that in the sole judgment of Hoolaweb violates these Terms of Use or that might be offensive, illegal, or that might violate the rights of or harm any third parties.

LINKS AND ADVERTISING

We may provide, or third parties may provide, links to other Web Portals or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any Portals to which links may be provided, and you hereby waive any claim you might have against us, with respect to such Portals. HOOLAWEB IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE PORTAL.

Some of the web applications provided by Hoolaweb are supported by advertising revenue and may display advertisements and promotions, directly on your website pages, through banner campaigns, sponsored links or sponsored articles. These advertisements may be targeted to the category or tags (keywords) of information that the user of Hoolaweb selects during the registration process. The manner, mode and extent of advertising provided by Hoolaweb are subject to change without specific notice to you.

Registered users agree that by suscribing to Hoolaweb FREE services all webpages published with hoolaweb applications may become recipients of advertisement **exclusively** managed by hoolaweb advertisement network. Hoolaweb will distribute 50% of each single website advertisement revenue with each website registered owner by means of a bank transfer, every month. Transfer will occur when accumulated credit has reached the minimum amount of 100 EURO (VAT included). The manner, mode and extent of advertising revenue sharing and/or transfer conditions provided by Hoolaweb are subject to change and will be notified via e-mail to users which may agree or disagree in which case they can unsubscribe to the Hoolaweb services.

LICENSE

You are not authorized to copy, modify, translate, re-use, reverse engineer, any portion of the Hoolaweb Service that was not authored and owned by you, including, but not limited to the built-in templates, images, clipart, code, stylesheets, scripts, etc.

USAGE GUIDELINES AND RESTRICTIONS

You agree not to use the Portal or the Services to:

1. upload, post, e-mail, or otherwise transmit any Content that contains personally identifying information (such as actual names, phone numbers, mailing addresses, e-mail addresses and URL), unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
2. upload, post, e-mail, or otherwise transmit Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of any party;
3. upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation;
4. upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
5. interfere with or disrupt the Services, the Portal, or servers or networks connected to the Portal, or disobey any requirements, procedures, policies, or regulations of networks connected to the Portal;
6. intentionally or unintentionally violate any applicable local, state, national, or international law, "stalk" or otherwise harass another, or collect or store personal data about other users; harm minors in any way or write comments that in any way refer to person(s) under 18 years of age;
7. impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
8. upload, post, e-mail, or otherwise transmit Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, or under nondisclosure agreements);
9. use any automated means to access the Portal or the Services or collect any information from the Portal or the Services (including, without limitation, robots, spiders, or scripts); or
10. frame the Portal or the Services, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, remove advertising or otherwise affect the display of its pages. This means, among other activities, that you must not engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information.

TERMINATION OF CONTRACT WITH HOOLAWEB

The Terms will continue to apply until terminated by either you or Hoolaweb as set out below.

If you want to terminate your legal agreement with Hoolaweb, you may do so by (a) notifying Hoolaweb at any time via email (support@hoolaweb.com) or (b) closing your accounts for all of the Services which you use from Hoolaweb

Hoolaweb may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) Hoolaweb is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) Hoolaweb is in the process of no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(D) the provision of the Services to you by Hoolaweb is, in Hoolaweb opinion, no longer commercially viable.

DISCLAIMERS OF WARRANTIES; LIMITATIONS ON LIABILITY

The Portal and the Services (including all Content) are provided "as is"; Hoolaweb makes no representations or warranties of any kind with respect to the Services, the Content, the Portal, or any contents therein. Hoolaweb assumes no liability or responsibility for any errors or omissions in providing the Services, the Portal, or the Content, any losses or damages arising from the use of the Content, or any conduct by users of the Portal. HOOLAWEB EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICES, THE CONTENT, AND THE PORTAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AUTHENTICITY, TITLE, AND NON-INFRINGEMENT. In addition, Hoolaweb does not represent or warrant that the information on or accessible via the Portal or through the Services is complete or current.

INDEMNITY

You agree to indemnify and hold Hoolaweb or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliate from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of, resulting from or connected with the use, modification, misinterpretation, misuse, or reuse by you of the Portal, the Services, or Content, including without limitation these Terms of Use.

CLAIMS OF COPYRIGHT INFRINGEMENT

Hoolaweb respects the intellectual property rights of others, and requires that the people who use the Portal and the Services do the same. It is our policy to respond promptly to claims of intellectual property misuse.

If you believe that your work has been copied and is accessible on the Portal or the Services in a way that constitutes copyright infringement, you may notify us by providing the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If we receive such a claim, we reserve the right to refuse or delete Content as described under these Terms of Use and to terminate a user's account.

PRIVACY POLICY

About hoolaweb.com

Hoolaweb is an online service that allows registered users to create websites, participate to Hoolaweb business communities and use other web applications to promote links and business opportunities. Hoolaweb users websites are displayed publicly to all viewers on the Internet. To improve our registered users' network opportunities, we request and display some personal and business information to other registered users and visitors, which allow our users to identify each other and expand their network of companies. Hoolaweb registered users can change their profile information at any time and can control how other registered users and the service communicates with them.

Hoolaweb cares deeply about online privacy. If you have any questions concerning this privacy policy, please email us at privacy@hoolaweb.com

Information Collection and Use by Hoolaweb

Hoolaweb collects users submitted information such as name, email address, Company name, address, country and city to authenticate users and to send notifications to those users relating to the Hoolaweb service. Hoolaweb also collects other profile data including but not limited to: business categories, product listings, prices, availability and other details in order to assist users in finding and communicating between and with listed companies.

Hoolaweb also logs non-personally-identifiable information including IP address, profile information, aggregate user data, and browser type, from users and visitors to the site. This data is used to manage the website, track usage and improve the website services. This non-personally-identifiable information may be shared with third-parties to provide more relevant services and advertisements to registered users. User IP addresses are recorded for security and monitoring purposes.

User Profile information including registered users website URLs, images, company names and description are displayed to public visitors in order to facilitate user interaction in the Hoolaweb social networking community. Email addresses are used for the purposes of inviting new companies to join Hoolaweb, to add users to registered users' company networks, and to send notifications related to the service. With the exception of promoting the Hoolaweb services, adding listed companies and sending Hoolaweb notifications, company and/or personal emails addresses are not shared with any third party providers. To facilitate searching and finding companies and opportunities on the service, Hoolaweb allows users to search for other registered users using first and last name, email address and/or companies where users may work.

We may also use a company email address to send updates, a newsletter or news regarding the service. Users may choose not to receive email of this type by unsubscribing to any of the newsletters received through the Hoolaweb network of affiliated websites.

From time to time, Hoolaweb or a partner, may sponsor a promotion, or contest on hoolaweb. Users may be asked to provide personal information including name, email address or company address or to answer questions in order to participate. We may transfer company information to certain AD partners that you have explicitly requested to receive information from. It will be clear at the point of collection who is collecting the personal information and whose privacy statement will apply.

Invitations and Other Communications to Non-registered users

Hoolaweb registered users can invite other companies to join the service by sending invitation emails via our automated invitation system. Hoolaweb stores the email addresses that registered users provide so that the respondents may be added to the Companies list of the registered users sending the invitations, and also to send reminders of the invitations. Hoolaweb does not sell these email addresses or use them to send any other communication besides invitations, invitation reminders (up to three (3) per email address). Recipients of

invitations from Hoolaweb may contact Hoolaweb to request the removal of their information from our database.

Hoolaweb registered users may also store email addresses of Companies they know in their internal Hoolaweb address book and may also choose to send invitations, newsletters and other communications to those addresses.

You may prevent Hoolaweb email invitations and other messages from being sent to any email address you control by sending a single email to privacy@hoolaweb.com with the subject "Unsubscribe" . Please note that the email must come from the account you wish to block.

Use of Cookies

Hoolaweb uses cookies to store visitors' preferences and to record session information, for purposes including ensuring that visitors are not repeatedly offered the same advertisements and to customize newsletter, advertising, and Web page content based on browser type and user profile information. We do not link the information we store in cookies to any personally identifiable information you submit while on our site. You may be able to configure your browser to accept or reject all or some cookies, or notify you when a cookie is set however, you must enable cookies from Hoolaweb in order to use most functions on the site.

Please note that Hoolaweb portal will display banners, sponsored links and/ or sponsored articles based on choices selected by users during registration process. This campaigns may be subject to the use of cookies only for accountability purposes.

Links

Hoolaweb contains links to sites. Hoolaweb is not responsible for the privacy policies and/or practices on other sites. When linking to another site a user should read the privacy policy stated on that site. Our privacy policy only governs information collected on Hoolaweb.

Chat Rooms, Journals and WebLogs, Message Boards, Classifieds and Public Forums

Please be aware that whenever you voluntarily post public information through your Hoolaweb Website or sent information to Journals, WebLogs, Message Boards, Classifieds or any other Public Forums that that information can be accessed by the public and can in turn be used by those people to send you unsolicited communications.

Hoolaweb Advertising

Ads appearing on this Web site may be delivered to users by Hoolaweb or one of our Web advertising partners. Our Web advertising partners may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement. In this way, ad servers may compile information about where you, or others who are using your computer, saw their advertisements and determine which ads are clicked on. This information allows an ad network to deliver targeted advertisements that they believe will be of most interest to you. This privacy statement covers the use of cookies by Hoolaweb and does not cover the use of cookies by Hoolaweb advertisers.

Security

Hoolaweb registered users accounts are secured by registered users-created passwords. Hoolaweb takes precautions to insure that registered users account information is kept private. We use reasonable measures to protect registered users information that is stored within our database, and we restrict access to registered users information to those employees who need access to perform their job functions, such as our customer service personnel and technical staff. Please note that we cannot guarantee the security of registered users account information. Unauthorized and exceptional entry or use, hardware or software failure, and other factors may compromise the security of registered users information at any time. For any additional information about the security measures we use on Hoolaweb, please contact us at privacy@hoolaweb.com

Sharing and Disclosure of Information Hoolaweb Collects

Except as otherwise described in this privacy statement, Hoolaweb will not disclose Company or personal information to any third party unless we believe that disclosure is necessary: (1) to conform to legal requirements or to respond to a subpoena, search warrant or other legal process received by Hoolaweb, whether or not a response is required by applicable law; (2) to protect the safety of registered users of the public and users of the service. (3) or to enforce the Hoolaweb Terms of Use Agreement or to protect our rights.

Hoolaweb reserves the right to transfer company or personal information to a successor in interest that acquires rights to that information as a result of the sale of Hoolaweb or substantially all of its assets to that successor in interest.

For more information see the "Changes in Our Privacy Policy" section below.

Changes in Our Privacy Policy

From time to time we may make changes to our privacy policy. When changes occur we will post them on our website to make users aware of what information we collect, how we use it, and when we may disclose it. A registered User is bound by any minor changes to the policy when she or he uses the site after those changes have been posted.

Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, please contact us at: privacy@hoolaweb.com