

CONTRACT OF CONCESSION PUBLICATION GUEST POST AUTHENTIALIAL FOR ADVERTISING PURPOSE

Part 1 - General parts

Identification data of the "Customer" (position the mouse and click on each box to fill in)

Company name / name:

VAT number. / Tax code.:

Address / Postcode / City / State / Country:

Tel./Cell./Fax:

E-mail / Website:

Dati identificativi del "Fornitore"

Ragione sociale/Nome e Cognome: Valentino Francesco Mannara (professionista Freelance)

Partita I.V.A. / Cod.Fisc.: 02969850839 - MNNVNT80E19F205C

Indirizzo: Via Gaggini, 7 Cap: 96010 Comune: Buccheri Prov./Regione/Nazione: SR Sicily - Italy

Telefono: +39 347 7928006

Tel./VoIP: +39 06 916508748

Fax: +39 06 21121988

Web: <https://lionheartv80.com> - <https://niceportugal.com>

Email: info@lionheartv80.com - info@niceportugal.com

Part 2 - General terms and conditions

1. Object

The provision of the services and / or sale of goods is the object of this contract, in this case the customer above is granted and authorized to publish guest posts (recognized as such) or post for promotional and advertising purposes on the blogs belonging to the supplier, or blogs recognized as **LionheartV80.com** and / or **NicePortugal.com** and an account will be created within them as "Collaborator" (or "contributor").

Each Guest Post can have a minimum length of 300 words up to a maximum of two thousand words. What is described in this contract represent the general conditions and the description of what is offered by the Supplier to the Customer.

2. Price and Rates (select with a X the blog for which you want to publish guest post)

You can select both blogs. The fare must be paid before the publication of each guest post.

- LionheartV80.com** - Price for Guest Post € 50.00 including VAT.
- NicePortugal.com** - Price for Guest Post € 50.00 including VAT.

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Buccheri (SR), li 05/12/2018 (firmare in ogni pagina)

Data e luogo

Firma del cliente

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2.1 Price and Rates for other services (optional, only upon explicit customer request)

It is also possible to obtain the professional service of drafting the article by the webmaster (and therefore the owner of the blogs in question), provided that the customer provides all the detailed information on the drafting of the same.

If the client does not provide sufficient information (or that they are vague or ambiguous) the webmaster refrains from any responsibility and for any controversy will be resolved according to the Law.

3. Terms of payment

Payment must necessarily take place before any Guest Post is published. The publication of any content without first paying the payment will be a clear violation and this post will be immediately deleted.

Notwithstanding that the customer responsible for creating the Guest Post may modify or delete the latter at its complete discretion and without additional costs, however the webmaster will not be held responsible for the work of the customer.

In cash at the signing of this contract (only for customers with direct contact at our office);

With bank transfer to Mannara Valentino Francesco:

✓ Banco di Sicilia (Unicredit), IBAN code: IT 47 M 02008 32974 062258738121, BIC / Swift: UNCRITMM (send bank transfer receipt);

Payment by PostePay top-up, payable to Mannara Valentino Francesco:

✓ PostePay Evolution card number: 5333 1710 0477 8532, or IBAN: IT 19 U 0760105138230797630800 (send receipt upon top-up);

4. Excessive interventions

During or after the provision of the service of publication of Guest Post may be required a review or the creation of the latter and the tariff, regardless of the time it will be used, will be € 100.00 as it is classified as true and own professional advice.

This sum must also be paid in advance.

In addition, in order to avoid excessive intervention, the customer will have the serious responsibility of:

- I. write clearly and correctly,
- II. use a clean and non-vulgar language,
- III. avoid writing all or part of an upper case (in the language of the network is equivalent to screaming),
- IV. avoid modifying the content several times and perhaps for similar / different events in order to avoid paying other Guest Posts.

5. Time of realization (in case of excess intervention reported in point 4)

It is estimated that the creation of the Guest Post by the webmaster can be done within a maximum of 24 hours.

However, this depends on the information provided by the customer and requires the utmost cooperation from the latter.

If the information is not sufficient, the time may be prolonged and the webmaster will not be in any way responsible.

6. Delivery of material to the Supplier

The delivery of the provisions of this contract is strictly dependent on the Client's delivery of all the material requested by the Supplier, preferably by electronic mail (email) or digital support, in case of request for the creation of the Guest Post by the supplier. This material must be sent to the Supplier within 24 hours prior to the publication of the Guest Post (if the latter is created by the webmaster).

In case of exceeding this term, the Customer grants the Supplier the right to apply an interest equal to 10% of the total value of the services for every 7 days of delay. Should the non-delivery exceed 30 days, the contract is terminated due to non-fulfillment, without prejudice to compensation for damages (Article 1453 of the Civil Code) established in 40% of the total amount indicated. Together with this contract the customer must provide a copy of his identification documents to be sent by fax or scanned by e-mail.

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7. General description of services / products

7.1. Service provision and concession of Guest Post publication for self-referential and / or promotional and / or advertising purposes by the customer.

- a) The service (also called "work" or "works") includes the development of an article (defined as a Guest Post), the use of products or services of blogs belonging to Mannara Valentino Francesco in compliance with applicable laws *.
- b) Service 1 provides for a preliminary telephone interview via VoIP (voice call via internet) for the definition of the project lines of the work.

* Notwithstanding that each Guest Post will be reviewed before the actual publication.

7.2. Creation and drafting of articles for customers requesting for self-referential and / or promotional and / or advertising purposes.

- a) The article preparation service (also called "work" or "works") includes the housing of the article or Guest Post developed or written, in the internet space located on servers owned by the Supplier or by other companies selected by Supplier itself (OVH, Netsons or others chosen).
- b) The customer can publish their contents in the Guest Post (photos and images of his property or other authorized source), as well as videos to be integrated into the Guest Post via external code or links.
- c) The customer must not publish contents that are in clear violation of the law.
- d) Content containing pornography, gambling, pyramid organizations and Multi Level Marketing (or MLM) will not be accepted.
- e) If the customer is the owner of a company must openly state company contacts with which he is legally registered and be a regular holder of VAT (or VAT, depending on the country where he is registered).
- f) If the customer wishes to bring their website back to the Guest Post, this site must be existing and whose contents are readable by any digital device (computer, smartphone and tablet).

8. Duration, conclusion and withdrawal from the contract

This contract is effective from the moment of stipulation and will remain valid until otherwise communicated by one of the parties or in any case for an indefinite period.

If a party wishes to cancel, he / she must send an explicit written communication by registered letter with return receipt or by e-mail at the address of the other party, at least 4 weeks before the expiry of the current year.

Any advance fee is not divisible or refundable.

The provisions of the "Copyright and property" and "Terms of License" articles of this contract will remain valid even after any deadline, termination or withdrawal.

8.1. Express resolution clause

The contract is resolved by right, pursuant to art. 1456 C.C., authorizing the Supplier to interrupt services without notice if the Customer:

- a) transfers all or part of the services to third parties without the prior consent of the Supplier;
- b) does not provide for the advance payment of the provisions of this contract;
- c) is subjected or admitted to a bankruptcy procedure.

9. Copyright and property

In compliance with the provisions of Law 633/1941 and subsequent amendments and additions, the supply of the provisions of this contract does not imply the ownership of the customer, but the assignment of a right of use in accordance with the terms indicated to article "License Terms" of this contract.

What is produced by the Supplier is his exclusive property and is protected nationally and internationally by the author's rights and other intellectual property rights.

10. License terms

Through this contract the Supplier assigns to the Customer a non-exclusive right to use the works described in the article "General description of services / products".

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10.1. The Customer is authorized to:

- a) use the services mentioned above indefinitely or until the expiry of the deadlines;
- b) create a private copy of the works for precautionary and strictly personal use;
- c) allow the use of the works to third parties, within the limits of what the normal use allows (without therefore giving unauthorized access to the Wordpress panel to users not authorized to the blog accounts mentioned above).

10.2. The Customer is not authorized to:

- a) use the Guest Posts for the direct provision of services on behalf of the blog;
- b) allow others to modify their Guest Posts;
- c) publish other Guest Posts without having previously paid the sum agreed upon in this contract *;
- d) transmit or provide access to any sources to third parties;
- e) to sub-license, rent, sell, rent, distribute or otherwise transfer published Guest Posts.

* Notwithstanding that each Guest Post will be reviewed before the actual publication.

10.3. Any third-party works used by the Supplier retain their license.

11. Taking responsibility

- a) The Customer retains full ownership of the data and materials supplied by him (with "materials" means, by way of non-exhaustive example: texts, logos, trademarks, images, audiovisuals, documents, graphics, schemes, projects) they are also, without the knowledge of the Supplier, sensitive, personal, or covered by any right (including those of the author), assuming all responsibility for their management, with express exemption of the Supplier from any responsibility and burden of assessment and / or control in this regard.
- b) The Customer uses the services at his own risk, exonerating the Supplier in respect of each party for legal / civil or administrative disputes, indirect, specific, incidental, punitive, cautionary or consequential damages (for example, non-exclusive: damages in case of impossibility of use or access to services, loss or corruption of data, profits, damages of image, interruptions of the activity or similar), caused by the use or impossibility to use the services and based on any hypothesis of responsibility .
- c) The Customer exonerates the Supplier from any liability for any malfunctioning of the services, caused by technical problems on machines, servers, routers, telephone lines, telematic networks, owned by him or by companies selected to provide the provisions of this contract.
- d) The Customer exonerates the Supplier from any responsibility for data loss, accidental dissemination of even personal or sensitive data, and any other type of damage occurring as a result of attacks by hackers, thieves, hackers, crackers, viruses.
- e) The Customer exonerates the Supplier from any responsibility for disruptions, interruptions of services and / or damages caused by force majeure such as accidents, fires, explosions, strikes, lockouts, earthquakes, disasters, floods, riots, and other difficult events or impossible provision that would prevent, in whole or in part, from fulfilling the terms of the contract in the times or in the manner agreed upon.
- f) The Customer exonerates the Supplier from any responsibility for the malfunctioning of the services due to non-conformity and / or obsolescence of the devices of which the Customer or third parties are equipped.
- g) The Supplier can not guarantee to the Customer secure income deriving from the exploitation of the objects of this contract.
- h) Should the Customer make changes or alterations of any kind to the services / products covered by this contract (by way of non-exhaustive indication: changes to the codes, the arrangement of folders and / or files, their names), the Customer releases the Supplier from any liability for any consequential damages or malfunctions. If the Customer requests assistance for the resolution of problems caused by him or by third parties, the rates in use by the Supplier during the current period will be applied.
- i) If a limitation, exclusion, restriction or other provision contained in this contract is held to be null and void for any reason by a competent court and the Supplier becomes liable for loss or damage, such liability, in the contract, civil or other, can not exceed the list price applied by the Supplier for the type of service sold.

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12. Arbitration clause for arbitration

Any dispute concerning the interpretation and execution of this Contract will be referred, with a specific appeal, to a Board of Arbitration to be filed within the peremptory term of 10 (ten) days from the moment in which the disputed measure was brought to the attention of the party. The city where the Arbitration Board is located is the one in which the Supplier is based. The appeal must be filed within the above term, under penalty of forfeiture, at the Supplier's premises. The Arbitration Committee - which will decide which friendly composer, without procedural formalities and in the shortest possible time - will be composed of three members: the first designated by the Client; the second designated by the Supplier; the third, with the functions of President, will be appointed by designated arbitrators. For further litigation, the court of the city in which the Supplier is based remains competent.

13. Information on the processing of personal data

Personal data requested and collected during communications between the parties, in compliance with the Privacy Act n. 675 of 1996 and of the Legislative Decree n.196 of 2003 and subsequent modifications and additions:

a) are collected and processed electronically and / or mechanically for the purpose of:

1. activate and maintain the procedures for the execution of the requested item towards the Customer;
 2. maintain a private customer archive;
 3. maintain a public works archive (which may show: images of the works, the customer's corporate name, the client's web address);
- c) they are necessary to provide the requested services;
- d) if not provided they will not allow the fulfillment of what has been requested;
- e) are processed by the Supplier's employees about the fulfillment of what has been requested;
- f) may be disclosed to third parties delegated to perform the activities necessary only for the execution of the contract stipulated, but in no other case transferred, sold or bartered.

The data controller is Valentino Francesco Mannara, Via Gaggini No. 7, 96010 Buccheri (SR), Sicily - Italy.

The Customer enjoys all the rights according to the Laws and the Legislative Decree mentioned, and to the regulations in force at the time of signing.

Pursuant to and for the purposes of Articles. 1341 and 1342 C.C. By signing this and the other pages of the contract, we declare to you that you are aware of your rights, and you accept and undersign them, with explicit acceptance of the articles. 3, 4, 6, 8, 9, 10, 11, 12, 13.

This contract may be revised several times without prior notice in order to report the information and procedures as accurately as possible.