

LEGAL TERMS

DIEGOPULETTO.COM

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1 - RIGHTS GRANTED BY THE AUTHORS AND TERMS AND CONDITIONS FOR THE USE OF IMAGES

1.1 - These terms and conditions regulate the grant of the rights of reproduction of images by **Diego Puletto**, as owner of the photographic archive within the limits and terms specified below.

1.2 - The photographer grants you the rights to reproduce photographs not exclusively, for a single use, in a single publication or product, for a limited period of time and in the geographic area stated by the customer. It is considered new usage, and in this case a new purchase of the photographic image is needed, the publication on the same product when released through a different distribution channels (hard copy documents, different geographical area, online, websites, multimedia applications, blogs, social networks etc.).

1.3 - The photographer authorizes the reproduction of the pictures only for "educational" and "editorial" purpose, for any other use The photographer reserves the right to authorize the reproduction from time to time.

1.4 - Reproduction of the photographs must be done within three months from the download, after which the client shall destroy the photographs. Any further re-use of photographs (for example in a different edition or in another area) shall be expressly authorized by the photographer.

1.5 - The customer is not allowed to sublicense, re-license, rent or lease or transfer to a third party, any of the Images and the related reproduction rights granted by the photographer.

1.6 - The customer cannot modify in any way the photo in the downloaded version and agrees that a credit reading "©Photographer's Name appears adjacent to the images or on an obvious credits page or screen. Missing and or incomplete credits are susceptible to 100% additional charges for each photographic image, without prejudice to compensation for greater damages.

1.7 - The customer agrees to submit to the photographer a copy or clips of the publications in which the photographs are reproduced in order to check on their proper use.

1.8 - The photographer provides the customer with photographs accompanied by captions and disclaims any liability if all or part of the captions are modified during their use.

1.9 - The photographer does not guarantee or assume any responsibility regarding the future availability of the photographs on the site.

1.10- The photographer does not give any guarantee regarding the model release of subjects shot in the photographs.

1.11- The photographer reserves the right to restrict the use or remove the images from his site for any reason.

2 - MODE OF DELIVERY

2.1 - The photographer will provide at his own discretion faculty of "download" in high resolution to the trusted client; within the next 10 days from download the Client must indicate, by e-mail to the photographer the photographs effectively used for publication. Over the next 10 days, the

photographer will quantify the amount due and send the client the invoice, that will be paid through bank transfer on the indicated bank account details, payment invoice 30 days after the date of issue, Legislative Decree n. 231 of 23 October 2002, EU Directive 2000/35/EC.

2.2 - The client must provide an e-mail address to receive the invoices.

3 - CUSTOMER'S LIABILITY AND RELEASE FROM RESPONSIBILITY

3.1 - The customer agrees to indemnify and hold harmless the Photographer from any harmful consequences arising from unlawful use of photographs.

3.2 - The client agrees to indemnify and hold harmless the Photographer from any claims arising from defamatory or illegal use of the photographs, or any use damaging the authors of the photographs, or the legitimate owners of the reproduction rights.

3.3 - In no circumstances the photographer should be held liable of direct, indirect or of any other type of damage, including, without limitation, loss of usage, data or profits, resulting from or related to the use of content featured or displayed on the website, including, without restriction, damage resulting from the client's use of information received by the photographer, or damage resulting from errors, omissions, interruptions, deletion of files or e-mail, system errors, faults, viruses, delays in operation or transmission or any other malfunction, whether or not arising from natural disasters, communication failure, theft, destruction or unauthorized access to the services of the Photographer.

SALES RATES - The price of each image is calculated according to the type of use of the image itself, according to its size in the page and to the diffusion of the medium where the publication is.

For commercial purposes, merchandise, communications, rates and rights must be negotiated before use in order to verify any additional rights