

GENERAL TERMS

The following are the general terms (hereinafter "**Terms**") that govern the provision of the Services and the use of Xteque's Site. The User expresses his/her willingness to accept the Terms and undertakes to comply with them by doing any one of the following:

- (a) selecting the checkbox "I accept these Terms" situated below these Terms and clicking on the "I accept" button at the bottom of the page, and/or
- (b) placing an order through the Site, and/or
- (c) purchasing the Services in any other way, and/or
- (d) using the Site in any other way.

The User undertakes not to use the Services and the Site if s/he has not accepted every part of the Terms and undertakes to read the Terms carefully whenever s/he purchases one of the Services or uses the Site.

1. DEFINITIONS

Pursuant to and for the purposes of these Terms, the following definitions apply.

"Contacts Area": area of the Site that is accessible at the address <http://www.purepowua.com/support/contact>

"Storage Area": portion of hard disk for the User's exclusive use, accessible via Connection Modes, that Xteque makes available to the User through the Site to allow him/her to upload, download, configure applications and save the data processed using the Super Computer.

"Info Area": area of the Site that is accessible at the address <http://www.purepowua.com/info/info> where information regarding the operation of the Services and the site is available.

"Site User Area": area of the Site that is accessible only by the User using the username and password that are allocated to the User upon registration.

"Configuration of Applications": act of configuring, in the Operating Period, the software that the User has uploaded in order to use it on the Super Computer.

"Content": all the software, images, audio-video files, audio files, texts, diagrams and codes, and in any case all the files in any format that are treated, transferred, computed, transmitted, copied, sent and/or processed by the User using the Services.

"PurePowua Credit": right to use the PurePowua Service with a Super Computer operating for one hour with a Standard CPU.

"Standard CPU": unit of measure of the computing capacity of the CPU whose values are indicated in the Info Area.

"Client": application software, which can be installed on the User's computer, that we make available in several versions operating on certain configurations of some operating systems, which allows the User to access the Services via one or more Connection Modes, to make a Booking and so on.

"Download": act of transferring the User's Content from the Storage Area to a computer available to the User, during or after the Operating Period, but before the Storage Area Period ends, via Connection Modes.

"Connection Modes": interfaces (with command line, graphical or of another type) operating on certain

configurations of some operating systems, in which only some commands selected by us are active, by means of which the User can use the PurePowua Service remotely through the Internet by connecting to the IP address indicated by us and using the username and password that are allocated to the User upon registration.

“Storage Area Period”: period of time during which the Storage Area is active for the User, which is indicated upon placing the order; if there is no indication of this period, it is considered as beginning three (3) days before the Operating Period activated with the Booking and ending three (3) days after the end of the Operating Period activated with the same Booking, unless, before the end of the Storage Area Period, the User purchases an Additional Service, where available, that allows him/her to extend the duration of the Storage Area Period.

“Operating Period”: period of time booked by the User during which the Super Computer is at the exclusive disposal of the User via Connection Modes.

“Booking”: identification by the User of the Operating Period, carried out through the Client or the User Area of the Site, according to availability as indicated in the calendar on the Site.

“Services”: PurePowua Service, services based on PurePowua like PurePurePowua, Site Services and/or Additional Services made available to the User by Xteque.

“Site Services”: services accessible through the Site that allow the User, among other things, to publish Content, take part in discussion forums, take part in competitions, and so on.

“Additional Services”: one or more services that allow the User to increase the size of the Storage Area and/or to extend the duration of the Storage Area Period.

“PurePowua Service”: ensemble of the following rights that the User can exercise via Connection Modes:

- (a) to exclusive use of the Super Computer for the Operating Period;
- (b) to exclusive use of the Storage Area for the Storage Area Period;
- (c) to upload, download and configure applications;
- (d) to use, in the Operating Period, some application software that we make available free of charge and also, after payment of the price, other application software that we make available for a fee.

“Site”: the domain <http://www.purepowua.com> and all its subdomains, the domain <http://www.powua3.com> and all its subdomains as well as every other resource accessible through the Internet that makes the Services available.

“Super Computer”: cluster of computers made available by Xteque and accessible via Connection Modes with variable configuration and computing capacity according to the options chosen by the User from those made available by Xteque and expressed as number of PurePowua Credits.

“Upload”: act of transferring the User's Content from a computer available to the User to the Storage Area, before or during the Operating Period, but after the Storage Area Period begins, via Connection Modes.

“User”: the person who uses the Services, the Site after accepting these Terms.

“Xteque”: Xteque s.r.l., a limited liability company, set up in accordance with the laws of the Italian Republic, with offices in Milan in via Podgora 13, share capital of 10,000.00 euros and VAT no. 05166740968. Xteque can also be called **“we”**; **“our”** can also be said of Xteque.

2. SUBJECT

Xteque undertakes to make available to the User, who intends to use them, the Services and the Site under the following terms and conditions.

3. OPERATION OF THE SERVICES

The User registers and, after accepting these Terms, can purchase PurePowua Credits.

The User can use the PurePowua Service by spending his/her PurePowua Credits.

The registered User can use the User Area of the Site or the Client to make a Booking and the PurePowua Service via

the Connection Modes (also available in the Client).

After making a Booking, a Storage Area is activated when the Storage Area Period begins.

The PurePowua Service consists of the following phases:

- Upload,
- Use of the Super Computer,
- Download.

If the User wishes, and provided that Xteque makes them available at that moment, the User can also

purchase Additional Services.

4. REGISTRATION

You must be over 18 to register and to purchase PurePowua Credits and/or use the Services.

When the User registers, s/he chooses a username and a password that s/he can use to access the User

Area of the Site and use the PurePowua Service via the Connection Modes (also available in Client).

The User must remember the username and keep the password secret, and therefore the User is responsible for all the activities that are initiated when the said username and password are used.

The User undertakes to:

(a) immediately inform Xteque of any unauthorized use of his/her username and password or possible

violation of the security measures envisaged for the Services and the Site that s/he knows about;

(b) close the session whenever s/he stops using the Client, the PurePowua Service or the User Area of the Site.

The User can change the password (and undertakes to do so regularly), using the tools available in the User

Area of the Site or in the Client.

5. ACCEPTANCE OF ORDERS

In the Info Area, the following are available in various languages: information about the operation of the

purchasing procedure (technical phases, storage, methods of access and of identification and correction of

errors, available languages, applicable general terms, etc.).

The registered User can purchase PurePowua Credits that s/he can then spend to use the PurePowua Service or to

purchase other Services whenever s/he wishes and according to availability.

The User can choose a payment method from those available on the Site and indicated in the Info Area.

The orders that the User sends us will be binding for us only if the User receives confirmation from us via email

that the entire order process has been properly completed, the payment has been authorized . The User

should print the confirmation email and keep it.

None of the information contained on the Site may be considered an offer, but is an invitation to offer.

The User accepts that the purchased PurePowua Credits and eventual additional services may be used

immediately after acceptance of the order, and therefore, even in the case where the User is a consumer,

the right of withdrawal is not applied, pursuant to art. 55, sub-section II letter a of Italian Decree Law Dlgs. 206/05 (Consumer Code).

6. PAYMENT

The User can choose a payment term from those available on the Site and indicated in the Info Area.

Payment

methods (or the use of currencies) other than those stated on the Site will not be accepted.

The Credits are sold at the prices, which change from time to time, indicated on the Site next to each of them.

A change in prices will take effect from the moment it is published on the Site.

The prices are in Euros and if the price is indicated in a different currency it is an approximate price and

therefore Xteque is not liable for the different exchange rates applied by credit institutes on the payment.

7. PURCHASING PurePowua CREDITS

The User chooses the option s/he wants from those offered and ends the procedure for purchasing PurePowua Credits.

There is no limit to the number of PurePowua Credits that the User can purchase.

Purchased PurePowua Credits cannot on any account be refunded.

The purchased PurePowua Credit must be used by booking an Operating Period within 12 months from the date

of purchase of the PurePowua Credit.

The Standard CPU indicates the minimum computing capacity of the CPU s that we undertake to make

available to the User against purchase of the PurePowua Service for a certain amount of time.

We may, over time, change the reference parameters and/or the values of the Standard CPU.

We have the right to make available to the User Super Computer configurations with computing capacities

different to those expressed by the PurePowua Credits spent by the User.

It is understood that these alternative configurations will have technical characteristics such as to offer

computing capacities greater than or at least equivalent to those expressed by the PurePowua Credits spent by

the User.

8. BOOKING

Xteque makes available to the User the PurePowua Service with various configurations for using the Super Computer.

The User chooses the configuration for using the Super Computer that s/he wants from the various ones

made available and spends the PurePowua Credits s/he has to book and purchase the PurePowua Service.

The User must make the Booking using the accessible calendar through the User Area of the Site and/or the Client.

With the Booking, the User chooses from the available periods indicated by us to identify the Operating

Period during which s/he will be able to use the Super Computer.

We confirm the Booking and at that point the choice of the Operating Period is definitive. The User can make

Bookings until s/he has spent all the PurePowua Credits s/he purchased.

9. USING THE PurePowua SERVICE

The Connection Modes (also available using the Client) that we make available to the User to enable him/her

to use the PurePowua Service allow certain activities to be carried out and enable certain functions

to be
activated.

These functions include monitoring the functioning processes and the values of the COREs /CPUs used.

Xteque expressly excludes that the Client will work on every operating system and on any configuration of each operating system.

Xteque expressly excludes that the Connection Modes are usable on every operating system and on any

configuration of each operating system and/or from any resource connected to the Internet.

The User is aware of and accepts this limit of functionality of the Client and of the Connection Modes and

takes responsibility for testing the good functionality of the Client and/or the Connection Modes in the

operating system configurations and by Internet resources s/he is interested in using before purchasing

PurePowua Credits.

The Super Computer operates in a GNU-Linux operating environment.

10. STORAGE AREA

Xteque makes available a Storage Area for the Storage Area Period to the User who makes a Booking.

The size of the Storage Area is indicated upon purchasing the PurePowua Credits or, if no indication is given, it is set at five (5) Gigabytes for <http://www.purepowua.com> service.

The Storage Area operates in a GNU-Linux operating environment.

11. INCREASING THE STORAGE AREA

Although keeping data for a long time is not the main purpose of the PurePowua Service, the User, if s/he so

wishes (and provided that Xteque makes them available) can purchase Additional Services separately, by

using one of the options made available by Xteque and paying the relevant price, with the aim of increasing

the size of the Storage

Area and/or extending the duration time of the Storage Area Period to keep his/her Content and configurations for longer.

12. UPLOAD

The Upload is free of charge but all the costs of connecting to the Internet the computer from which the

Content is transmitted to the Storage Area are chargeable to the User.

Uploading is not allowed before the beginning of the Storage Area Period or after the end of the Operating

Period.

13. OPERATING PERIOD AND USING THE SUPER COMPUTER

In the Operating Period identified with the Booking, the User may use the Super Computer to carry out

activities of rendering, mathematical and scientific computing, graphic processing, A/V streaming etc.

A Super Computer with the computing capacity identified with the Booking by the User, and expressed in

number of PurePowua Credits, and therefore of Standard CPU, will be at the exclusive disposal of the User for

the Operating Period.

During the Operating Period, the User, provided s/he has sufficient PurePowua Credits and provided there is

availability, will be able to purchase a new Operating Period that is contiguous with the period of his/her

session.

During the Operating Period, the User can do the Application Configuration in observance of the technological limits and the terms set by Xteque, by the law, by third parties having rights on the

software

being configured and by these Terms.

The User does not have root privileges and therefore can do the Application Configuration only when and if

root privileges are not required to do so.

As the end of the Operating Period draws near, the User must save the Content that the Super Computer is

processing in order to avoid the risk of losing data.

14. DOWNLOAD

The Download is free of charge but all the costs of connecting to the Internet the computer to which the

Content is transmitted from the Storage Area are chargeable to the User.

Downloading is not allowed before the beginning of the Operating Period or after the end of the Storage Area

Period.

When the Storage Area Period ends, all the data and configurations present in the Storage Area will be

irretrievably deleted. By accepting these Terms, the User expressly authorizes Xteque to delete all the

Content

present in the Storage Area at the end of the Storage Area Period.

15. RIGHTS ON THE USER'S CONTENT

Without prejudice to the limits elsewhere provided for in these Terms and in the law, Xteque undertakes not

to claim any right on the User's Content present in the Storage Area and not to allow access to the Content

to third parties nor to divulge it to them.

16. SOFTWARE LICENCE

With reference to the Client and to the other software made available to the User by Xteque in the Storage

Area free of charge or for a fee, it is acknowledged that:

- the User does not purchase any right on these software products (with the exception of the rights expressly

ascribed to the User by the licences that refer to each of them);

- they are the exclusive property of Xteque or of the third party licensors indicated in the notes that

accompany each of them;

- they are licensed in accordance with the licence terms that accompany each of them.

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17. WARRANTY AND ASSISTANCE

Xteque guarantees that, with the limits and exceptions as mentioned in these Terms, the Services will work

basically in conformity with what is indicated in these Terms.

The Services are provided as they are with no guarantee that they will meet the User's requirements, just as

no warranty is made regarding the results that the User can obtain through using the Services.

With reference to the Services, if Xteque receives notification of their malfunctioning, Xteque's entire

responsibility and only remedy granted to the User will consist of (at Xteque's discretion) the correction and

replacement of the malfunctioning Service within a reasonable period of time, or the authorization of a refund

of the consideration for

the part proportionally corresponding to the unused PurePowua Credits.

With reference to the software made available to the User by Xteque for a fee, should Xteque be notified of

the malfunctioning of the same, Xteque's entire responsibility and only remedy granted to the User will

consist of (at Xteque's discretion) the correction and replacement of the malfunctioning software and/or the relevant documentation within a reasonable period of time, or the authorization of a refund of the consideration for the unused software for the part proportionally corresponding to the non-use of that software.

The User will lose his/her warranty right on the malfunctioning of the Services and software made available for a fee to the User by Xteque if s/he does not report the malfunctioning within 2 months from the moment the malfunctioning Service or software is made available to the User, unless the malfunctioning is latent, in which case the User can report the malfunctioning within 2 months from the moment it is discovered, but in any case within the maximum time of 24 months from the date on which the malfunctioning Service or software was made available to him/her.

If the User is using the Services in BETA or DEMO mode free of charge, there is no warranty against malfunctioning.

For the case of malfunctioning of the Client, made available to the User as Connection Modes and for other uses free of charge, Xteque owes nothing to the User.

For the case of malfunctioning of the software made available to the User by Xteque free of charge, Xteque owes nothing to the User.

The User acknowledges and accepts that no assurance, notice or information, whether oral or written, given

by Xteque to the User shall create any warranty in favour of the User not expressly made within these Terms.

For all assistance requirements, the User can contact Xteque's Help Desk by writing to Xteque's address indicated in the Contacts Area. The User can also send a fax or an email to the address indicated in the Contacts Area.

18. USER'S OBLIGATIONS: REGISTRATION

The User undertakes to:

(a) to provide complete, up-to-date and accurate registration data (first name, last name, email, etc. as

required in the registration form on the Site);

(b) to promptly inform Xteque of any change regarding the registration data provided during registration and

other information provided to Xteque, in order to constantly guarantee that it is accurate, current and complete.

If the User provides false, inaccurate, out-of-date or incomplete registration data or information, or if Xteque

has reasonable reason to suspect that such registration data or information are false, inaccurate, out-of-date

or incomplete, Xteque has the right not to activate the registration account and the right to suspend or

terminate it and to refuse or deny the User all further use of the Services. If the User uses the Services or the

Site on behalf of and for a corporation, s/he guarantees that s/he is authorized to accept these Terms on

behalf of and for the corporation s/he represents and that the corporation agrees to compensate the User,

Xteque or third parties damaged by a breach of the Terms.

19. USER'S OBLIGATIONS: USING THE SERVICES AND THE SITE

On using the Services and the Site, the User undertakes not to:

- (a) hide or render unrecognizable the User's identity or in any case make impossible to trace back to him/her the Content s/he uploads or downloads in the Storage Area or on the Site or that s/he processes or computes using the PurePowua Service, or in any case publishes or transmits in any other way through the Site;
- (b) allow access to the Services and to the Site by third parties through his/her username and password;
- (c) interfere with, interrupt, damage or limit the Services, the servers or the network connected to the Services and to the Site or violate the security measures, procedures, policies or rules of the network connected to the Services, including the rules of Netiquette;
- (d) intentionally or unintentionally violate the laws applicable in Italy, in the country where the User is located or other laws that are in any case applicable to the activities the User carries out, including data exportation and encryption standards;
- (e) employ or occupy the resources of the Services or the Site or prevent access to the Services, use of the Services, of the Client or of other software, of the Site, without Xteque's permission;
- (f) send spam email;
- (g) pretend to be Xteque or others;
- (h) illicitly access, or attempt to access, data contained in files or information systems using decryption, network resource scanning or login data search systems or in any other way;
- (i) forge headers or in any manner manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Services or the Site;
- (l) falsely represent his/her function as representative of persons or corporations;
- (m) carry out activities that violate any contract relation, current local, state, national or international rule of law including, but not limited to, attempts to compromise the security of any account or site on the network, run an illegal lottery or gambling management activity, intimidation or threats to cause harm;
- (n) collect, store or in any case process personal data regarding third parties, unless they have given their permission according to the law.

20. USER'S OBLIGATIONS: UPLOADED CONTENT

The User assumes all liability for all the Content that s/he uploads or downloads in the Storage Area or on the Site or processes or computes using the PurePowua Service, or in any case publishes or transmits in any other way through the Site.

The User undertakes not to upload or download any Content in the Storage Area or on the Site or process or compute it using the PurePowua Service, or in any case publish or transmit it in any other way through the Site if:

- (a) that Content is imprecise, obscene, pornographic, slanderous, or includes racist, violent, offensive, vexatious information, or instigates to commit crimes or is in any case illegal in Italy or in the place the User uses the Service or the Site or according to other applicable laws;
- (b) by carrying out that activity s/he violates the pertinent personal data processing standards or standards for the protection of business secrets and confidential information;
- (c) to carry out the aforesaid activity s/he needs to have authorizations, rights or requirements

required by

law that s/he does not have;

(d) by carrying out that activity s/he infringes patents, trademarks, copyright or other third party right;

(e) the aforesaid Content contains computer viruses or any program or software designed to interrupt,

destroy, damage or even just limit the functionalities of any software, hardware or network equipment or of

the Services or the Site.

(f) the aforesaid Content is in any way harmful to Xteque, other users of the Services or the Site or to third parties.

The use of the Services, the Site and of the Content may be subject to the laws in force in Italy, in the User's

country of residence and/or in other countries.

(g) The User acknowledges and agrees that some codec available through the Services are protected by

patents, copyright or other third party right in some countries.

The User agrees to comply with these laws and, in particular, undertakes to:

(a) procure any authorization necessary for importation, re-exportation and exportation, according to the

requirements of applicable laws;

(b) not use the Services, the Site and/or the Content to design, develop or produce missiles, chemical/biological or nuclear weapons;

(c) not use or in any case not make available the Services, the Site and/or the Content in countries where it

is forbidden to make them available according to the provisions of applicable legislation.

The User must ensure adequate protection of the Content uploaded to the Storage Area and to the Site,

among other things by:

- using suitable equipment and software,

- carrying out regular backup operations, and

- downloading the Content processed using the PurePowua Service from the Storage Area to a computer

available

to him/her before the end of the Storage Area Period.

21. WARNINGS AND EXCLUSION OF LIABILITY: DATA REGISTRATION

The User acknowledges and agrees that Xteque has the right to store the registration data, the logs, the

Content

and other information regarding the activity of the User (for example, but not being limited to that, Xteque

may analyse and monitor in real time the User's activity or the chronology of the User's operations) and to

use the results, statistics and analyses of these operations in compliance with current standards.

Xteque has

the right to disclose the above-mentioned information to third parties to fulfil legal obligations or to comply

with orders from public authorities, including the judicial authority, or to reply to objections according to which

such Content infringes third party rights, or to protect the rights of Xteque, other Users and third parties

according to the law and/or in conformity with these Terms.

22. WARNINGS AND EXCLUSION OF LIABILITY: USING THE SERVICE AND THE SITE

Xteque manages the Site and the Services and controls its operation from Italy and makes no warranty that

the Site and the Services are suitable for use or accessible in any geographical area.

Xteque will do all that is reasonably possible within its capabilities and care to try to maintain the

availability

of the Site and the functionality of the Services, even though it makes no warranty that the Site and the

Services will be available at all times.

In particular, we expressly exclude any liability for the case where malfunctioning of the Services or the Site

depends on:

- unauthorized or incorrect use of the Services, of the Site, of the Client or of the software made available to

the User in any shape or form;

- non-operation or partial operation of the User's computers or equipment;

- an event that depends on the responsibility of the Providers or the telephone companies;

- malfunctioning of the Internet or telephone network;

- in general, any event that is not attributable to Xteque or its employees;

- unauthorized access to Xteque's computer system by the User or by a third party or alterations in Content

transmission;

- event of force majeure or any other causes outside Xteque's control.

The User acknowledges and agrees that the Operating Period can begin up to a few minutes after the

established time to allow the system to configure the Super Computer.

23. WARNINGS AND EXCLUSION OF LIABILITY: CONTENT

On no account will Xteque be held liable for the Content, including, by way of non-exhaustive example, the

case where errors or omissions occur in the Content, for the loss or damage to any Content the User

uploads or downloads or processes or computes using the PurePowua Service, or in any case publishes or

transmits in any other way through the Site.

The User acknowledges and agrees to assume all the risks associated with the use of the Service and the

Site, including the possible satisfactory realization, completeness, accuracy and usefulness of the Content

processed using the PurePowua Service.

In particular, the User acknowledges and agrees to assume all liability for the loss of Content consequent to

the end of the Operating Period while computing operations of the Super Computer are in progress.

The User will therefore be careful to avoid launching computing operations without having made sure

sufficient time is available for carrying out the operations started, since at the end of the Operating Period the

session is closed and the system restarted and assigned to another User with consequent loss of Content

that has not been saved and/or is still being processed.

The User states that s/he is aware that some applications do not allow spaced out saving of the computing

operations and the settings. Xteque does not carry out a regular check on the Content, although Xteque

reserves the right (but not the obligation), at its sole discretion, to refuse, move or delete all Content that is

made available through the Services or the Site. In particular, Xteque reserves the right to modify or

eliminate Content that violates these Terms or that contain advertising material of third parties.

24. INDEMNITY

The User undertakes to hold harmless Xteque, its representatives, directors, employees, its business

partners, its subsidiaries and affiliates from any request for compensation, including reasonable

legal charges and fees, that is formulated by any third party in relation to a Content published, transmitted or sent by the User or in any case as a consequence of activities initiated by the User using the Services or the Site (including the activities initiated by the User for the corporation s/he represents) or initiated by any other person who accesses the Services or the Site using the User's username and password.

25.LINKS TO OTHER SITES AND ADVERTISING

The Site contains links to other sites not operated by Xteque. Xteque. is not responsible for the privacy practices or the content of those web sites. Please be sure to review the privacy policies of those sites.

The Site may display advertisements and/or links to third parties. These advertisements or links may contain cookies placed by those third parties. Xteque is not responsible for those advertisements, the web sites to which they are linked, or how any other linked sites, may use their own cookies or information. For example, cookies received with banner ads may be collected by the company posting the ad on our Site. Again, please refer to that company's privacy policy for further information.

26.NOTICE TO UNITED STATES OF AMERICA AND OTHER COUNTRIES USERS

Please note that the information you enter on the Site or otherwise provide to Xteque , or its subsidiaries or divisions, may be transferred outside of the United States of America in the European Economic Area, for purposes of processing, by Xteque a company located in Milan, Italy (UE), or its subsidiaries or Xteque or authorized partners, located worldwide, in order to provide the Site and its Services to you. You are advised that the United States uses a sectoral model of privacy protection that relies on a mix of legislation, governmental regulation, and self-regulation. You are further advised that the Council of the European Union has found that this model does not provide "adequate" privacy protections as contemplated by Article 25 of the European Union's Data Directive. (Directive 95/46/EC, 1995 O.J. (L 281) 31) Article 26 of the European Union's Data Directive allows for transfer of personal data from the European Union to a third country if the individual has unambiguously given his consent to the transfer of personal information, regardless of the third country's level of protection. By agreeing to this Policy, you consent to the transfer of all such information to Italy and the processing of that information as described in this Terms .

27. EXCLUSION OF WARRANTIES

WITHOUT PREJUDICE TO THE EXPLICIT GUARANTEES GIVEN PURSUANT TO THESE TERMS, XTEQUE EXCLUDES ANY WARRANTY, CONDITION, UNDERTAKING OR DECLARATION OF ANY KIND, EXPRESS OR IMPLIED, OF LAW OR OF ANY OTHER KIND OR IN ANY OTHER WAY CORRELATED WITH THE SERVICES OR THE SITE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MARKETABILITY, SATISFACTORY QUALITY, FITNESS FOR A SPECIFIC PURPOSE, OF CONFORMITY OR DERIVING FROM ANY COMMERCIAL CONDUCT, USE OR PRACTICE. SOME STATES/SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES;

THEREFORE, THE ABOVE-MENTIONED EXCLUSION MAY NOT APPLY TO THE USER, WHO MAY THEREFORE BE ENTITLED TO OTHER RIGHTS ESTABLISHED BY THE LAW THAT CAN VARY FROM STATE TO STATE OR FOR DIFFERENT JURISDICTIONS. WITHOUT LIMITING THE FOREGOING, XTEQUE MAKES NO WARRANTY THAT THE SERVICES OR THE SITE WILL MEET THE USER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERRORFREE, OR THAT ANY DEFECTS IN THE SERVICES AND IN THE SITE WILL BE CORRECTED. XTEQUE MAKES NO WARRANTY THAT THE SERVICES WILL CARRY OUT COMPLETELY ERRORFREE COMPUTING OPERATIONS.

28. LIMITATION OF LIABILITY

THE USER USES THE SERVICES AND THE SITE AT HIS/HER OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ON NO ACCOUNT SHALL XTEQUE OR ITS LICENSING THIRD PARTIES AND ITS SUPPLIERS OR COLLABORATORS BE LIABLE TO THE USER, OR TO THOSE WHO PUT IN CLAIMS THROUGH THE USER, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSS OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OR CORRUPTION OF DATA, FOR ANY REASON WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF XTEQUE HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. IF A LIMITATION, EXCLUSION, RESTRICTION OR OTHER PROVISION CONTAINED IN THESE TERMS SHALL BE ADJUDGED INVALID FOR ANY REASON WHATSOEVER BY A COURT OF COMPETENT JURISDICTION AND XTEQUE CONSEQUENTLY BECOMES LIABLE FOR LOSS OR DAMAGE THE EXTENT OF WHICH MAY BE LEGITIMATELY LIMITED, SUCH LIABILITY, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF THE CONSIDERATIONS PAID BY THE USER DURING THE 12 MONTHS PRECEDING THE TIME THE EVENT CAUSING XTEQUE'S LIABILITY OCCURS. NOTHING IN THESE TERMS SHALL LIMIT XTEQUE'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM XTEQUE'S NEGLIGENCE, OR LIMIT XTEQUE'S LIABILITY TO THE USER FOR AN EVENT RESULTING FROM FRAUD OR FROM XTEQUE'S GROSS NEGLIGENCE.

29. AMENDMENTS

The User agrees that Xteque may amend these Terms. In this case, Xteque will notify the User by publishing the changes on the Site and/or by sending an email to the address indicated by the User on or after registration. The User, within five days of being informed of the amendment, shall have the possibility of accepting the new version of the amended Terms or not. In any case however, by continuing to use the Services and the Site, the User will demonstrate his/her implicit acceptance of the changes made. Xteque reserves the right to suspend or cancel the User's registration account and/or modify or temporarily or permanently disconnect the Services (or a part of them) and/or the Site after giving the User at least 5 days prior notice by publishing a notice on the Site and/or by sending an email to the address indicated on or after registration. In this case the User has the right to obtain a refund of the sums spent for unused PurePowua Credits or unused Additional Services or Site Services.

In the case of a just cause (such as, for example, to deal with security problems, to fulfil legal obligations or to comply with orders from public authorities, including the judicial authority, or to protect the rights of Xteque or other Users according to the law and/or in conformity with these Terms) Xteque may suspend or cancel the User's registration account and/or modify or temporarily or permanently disconnect the Services (or a part of them) and/or the Site even without giving prior notice.

30. DURATION OF THE RELATIONSHIP AND WITHDRAWAL

Registration is understood as being for an indefinite period.

The Services are active for the time indicated on purchase.

The User can however withdraw by deleting his/her registration at any time by following the procedure available in the User area of the Site.

With the deletion of the registration, all the Content that may be present in the User's Storage Area is deleted.

Alternatively, the User may give notice of withdrawal by registered letter with return receipt or by any other

means (even e-mail) provided that the User confirms the message by registered letter with return receipt

within the following 48 hours.

The registered letter must be sent to Xteque at its address. In any case, the User's withdrawal does not give

the right to a refund of the PurePowua Credits and Additional Services already purchased.

31. MISCELLANEOUS MATTERS

(a) Transfer of the contract.

The User shall not make over or transfer these Terms or any of the User's rights, duties and obligations

provided for in the Terms without Xteque's prior written consent.

(b) Complete agreement.

These Terms replace all other previous agreements, both written and verbal, that previously took place

between Xteque and the User and having as their purpose the subject matter mentioned in these Terms

(excepting the case of false statements made with gross negligence or fraud).

(c) Communications.

Communications to Xteque shall be made to Xteque's address given in the Contacts Area.

The User may also use Xteque's Help Desk fax and email addresses given in the Contacts Area.

Communications to the User may be made:

- via ordinary mail to the address indicated by the User,
- via email to the email address indicated by the User on or after registration, or
- by means of publication on the Site,
- by means of the Client.

Given the nature of the email service, Xteque cannot guarantee delivery of every email message.

The communications published on the Site are considered received when the User, on accessing the User

Area of the Site after their publication, displays them on his/her computer according to the procedure

prepared by Xteque that calls for them to be displayed.

The communications published on the Client are considered received when the User, on using the Client

after their publication, displays them on his/her computer according to the procedure prepared by Xteque

that calls for them to be displayed.

(d) Italian law and jurisdiction

These Terms shall be interpreted, evaluated and enforced in all senses according to Italian law.

If the User is a consumer, s/he agrees to submit to the non-exclusive jurisdiction of the Italian Courts.

If the User is not a consumer, s/he agrees to submit to the exclusive jurisdiction of the Italian Courts and the exclusive competence of the Milan Court.

(e) Tolerance.

The fact that Xteque does not require the User to strictly follow the provisions of these Terms at all times

and/or does not exercise one or more of the rights sanctioned herein does not imply the forfeiture of such rights or renunciation to exercise them by Xteque.

(f) Integration.

If one or more clauses of these Terms should be or should become contrary to imperative rules of law or

public order, they will be considered as not being appended and will not affect the validity of the other

clauses of the Terms, without prejudice to the right of each party to ask for these Terms to be amended.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code the User declare that he

had read and expressly approved the following clauses of the Terms:

4. Registration; 6. Payment; 8. Booking; 17. Warranty and assistance; 18. User's obligations: registration; 20.

User's obligations: uploaded content; 21. Warnings and exclusion of liability: data registration; 22.

Warnings and exclusion of liability: using the service and the site; 23. Warnings and exclusion of

liability: content; 24. Indemnity; 25. Links to other sites and advertising; 26. Notice to United States of

America and other countries users; 27. Exclusion of warranties; 28. Limitation of liability; 29.

Amendments; 30. Duration of the relationship and withdrawal; 31. Miscellaneous matters.