

TERMS OF SERVICE

SUBJECT MATTER OF THE AGREEMENT

Art. 1): The following terms of service govern the utilization from Customers of the services provided by "GROWINGPIANIST".

Art. 2): "GROWING PIANIST" is an on line pianistic anthology, realized in high definition audio, whose pianistic catalogue is organized through increasing levels of complexity, in order to cover the major number of compositions overall. The pieces contained in the aforementioned catalogue are performed by maestro Tullio Forlenza and are registered with the most advanced technologies, also with the collaboration of Fabio Ferri. Where explicitly mentioned, those pieces are equipped with introduction files, containing information about them and their execution, drafted by maestro Tullio Forlenza. The pieces are included in specific pages, named:

- Introductory Level
- I Level
- II Level
- III Level
- IV Level
- V Level

The execution's difficulty level is structured in an increasing way, compatible with the Customer's competence, so that, for example, the pieces contained in the "Preparatory Course" will have a minor complexity level compared to the ones contained in the "I Course" and so on.

Moreover, in order to make available even those pieces not included in the aforementioned Courses, there are other catalogue's items, named as:

- Composers
- Plays
- Historical Period
- Audio Tracks
- Anthologies
- Chosen Pieces
- Transcriptions
- Arrangements

Which will make the research of every single piece of particular interest for the Customer simpler. Even these pieces are performed by maestro Tullio Forlenza and registered with the collaboration of Fabio Ferri.

Art. 3): All the pianistic pieces contained in the anthology "GROWINGPIANIST" can be purchased by the Customer via download.

Art. 4): The services provided by "GROWINGPIANIST" are managed and distributed by sole trader "FORLENZA TULLIO", Rome, Via Ernesto Parisi, n. 27, C.A.P. 00134, P.IVA n. 13106801007, registered R.E.A. n. 14388502, e-mail address: growingpianist@pec.it

Art. 5): The sole trader "FORLENZA TULLIO" reserves the right to modify, add and/or remove parts of the following "Terms of Services" at its complete discretion, in any moment and without further information or notifications. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

REGISTRATION AND PRIVACY

Art. 6): In order to use the services provided, the Customer must register on the web site, supplying the requested data on the on line form. The requested data are: name, surname, address, e – mail address and password for the log in to the services provided on the web site. If the Customer will not supply the aforementioned data, the sole trader “FORLENZA TULLIO” will not be able to provide any kind of service. The data are preserved with the only scope of controlling the activities regarding the Customer’s account and changing the information; hence, they will not be communicated, revealed or sold, at any title, to third parties, except for those cases in which such a communication is imposed by the law. The Data Controller is the sole trader “FORLENZA TULLIO”, as defined by art. 4, first subsection. The aforementioned sole trader will provide for the data’s conservation in order to guarantee the Customer’s identification for a period of time not superior of the one needed for the scope of the data’s collection/treatment. The supplied data will be removed after the expiration of the aforementioned period of time or if the Customer, at any time, will ask for its removal. The aforementioned request can be send, without any further formality, through an a-mail at the following address: growingpianist@pec.it; therefore, the sole trader “FORLENZA TULLIO” will provide, without any undue delay, to remove the data within 5 (five) days from the request with an e-mail communication that will be sent to the Customer’s e-mail address within the following 5 (five) days.

Art. 7): According to artt. 7 and 13 of the D.lgs. 30/06/2003, n. 196, the sole trader “FORLENZA TULLIO” informs the Customer that he has the following rights:

1) A data subject shall have the right to be informed:

- a) of the source of the personal data;
- b) of the purposes and methods of the processing;
- c) of the logic applied to the processing, if the latter is carried out with the help of electronic means;
- d) of the identification data concerning data controller, data processors and the representative designated as per Section 5(2);
- e) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State’s territory, data processor(s) or person(s) in charge of the processing.

2) A data subject shall have the right to obtain:

- a) updating, rectification or, where interested therein, integration of the data;
- b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed;
- c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.

3) A data subject shall have the right to object, in whole or in part:

- a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;
 - b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.
- 4) The data subject as well as any entity from whom or which personal data are collected shall be preliminarily informed, either orally or in writing, as to:

- a) the purposes and modalities of the processing for which the data are intended;
- b) the obligatory or voluntary nature of providing the requested data;
- c) the consequences if (s)he fails to reply;
- d) the entities or categories of entity to whom or which the data may be communicated, or who/which may get to know the data in their capacity as data processors or persons in charge of the processing, and the scope of dissemination of said data;
- e) the rights as per Section 7;
- f) the identification data concerning the data controller and, where designated, the data controller’s representative in the State’s territory pursuant to Section 5 and the data processor. If several data processors have been designated by the data controller, at least one among them shall be referred to and either the site on the communications network or the mechanisms for easily accessing the updated list of data processors shall be specified. If a data processor has been designated to provide responses to data subjects in case the rights as per Section 7 are exercised, such data processor shall be referred to.

Art. 8): With the registration, the Customer represents that he is of legal age to form a binding contract, under his exclusive responsibility and aware of the civil and penal consequences of a false declaration.

Art. 9): The Customer is the exclusive responsible of the truthfulness of the supplied data at the moment of the registration and after every modifications. Hence, the sole trader "FORLENZA TULLIO" will not be, in any case, responsible of any damages, direct or indirect, caused by any untruthfulness or/and any not compliance to the reality.

Art. 10): In order to avoid that the services provided by the aforementioned sole trader could be utilized by unauthorized parties, the Customer has the duty to supervise with diligence and to keep confidential the e-mail address and the password given during the registration. The Customer is also obliged to communicate, without undue delay, through an e-mail at the following address: growingpianist@pec.it, any unauthorized utilization of his password and e-mail address by third parties; therefore, the sole trader "FORLENZA TULLIO" will provide to suspend the service until the Customer will have create another password. The sole trader "FORLENZA TULLIO" will not be, in any case, responsible of any damages, direct or indirect, caused by any unauthorized use by third parties of the aforementioned password and e-mail address.

TERMS OF DISTRIBUTION, RIGHT OF WITHDRAWAL AND TERMINATION

Art. 11): Articles from 12) to 23) of these General Terms describe and explain the terms, including those pertaining to the payment of the price owed for the services rendered, that the user, after registration, must observe, to download the piano pieces chosen afferent to the "Growing Pianist" anthology; furthermore these articles explain the right of withdrawal and its practice and also the termination of the contract.

Art. 12): The User can chose one or more piano pieces, contained in the download menu, clicking on "add to cart". For each piece of the anthology there is indicated its consideration, specifying which taxes are owed by the user, the percentage and the amount; furthermore it is specified if the piece comes with an introductory sheet, as described in art. 2 subsection III. The consideration is set by the market, and keeping in mind the characteristics of the single pieces such as their duration, quality and potential unification in of different pieces in suites, anthologies, and full works.

Art. 13): Once he has chosen the piece, the user, in order to forward the order must begin the payment procedure which is: go in the section "my cart", click on "proceed to check out", register, fill out the invoice information, fill out the information of payment and then click on "complete order".

Art.14): Once the order is received, the sole trader "FORLENZA TULLIO", will confirm the reception through a receipt without unnecessary delay, by sending an email to the user containing: the terms of service immediately applicable; the information regarding the selected piece or pieces; the information regarding the consideration as specified in art)12 subsection I, and also the specified type of payment, amongstst the available ones, that the user has chosen; reference to the right of withdrawal to which the user is entitled as described in art) 16, 18 and 19.

Art. 15): With the dispatch of the receipt described in art 14), the contract regulating the rendered services, that is of the services requested by the user, it has to be indisputably considered, valid for all legal purposes, concluded.

Art. 16): As soon as the receipt is sent, as described in art. 14) and therefore, as stated in the previous article, from the agreement of the contract, the user will have 14 (fourteen) days to terminate the contract, without having to give any explanation as to why. To exercise the right of withdrawal the user will have to send an email, containing his statement of termination, to the following email address of the sole trader "FORLENZA TULLIO" growingpianist@pec.it; Once the statement is received, as described in the preceding paragraph, the aforesaid sole trader, will send at the user's email address, without unnecessary delay, an email confirming the receipt of the request of termination. In any case the right of withdrawal, exercised in accordance with the provisions contained in these "Terms of Service", shall have effect from the moment the user sends the email containing the request referred to in subsection II of this Article, and does not involve any charges, penalties or additional costs for the holder of the right of withdrawal.

Art. 17): Before the service/es provision the user has to proceed to the payment, as resulting from the order and the content f the receipt, referred to in art. 14). The user can pay through paypal or postepay, following the instructions published on the "FORLENZA TULLIO" website. The payment must be carried out within 14 (fourteen) days of the conclusion of the contract. after this time, as referred to in the preceding sentence, if the user has not carried out the payment of the price established for the services required, the contract has to be considered, to all intents and purposes, automatically terminated. In the case referred to in the preceding subsection, the sole trader FORLENZA TULLIO will not send the user any communication related to the termination of the contract; on his part, the user will not have any expenses, any penalty or cost, or any due compensation.

Art. 18): If the user carries out the payment within the deadline fixed in art) 17 subsection III, the abovementioned company shall provide the services required, without unnecessary delay, within 2 (two) days from the expiry of the time limit set in art. 16) subsection I, for the exercise of the right of withdrawal. In the case the user so requires, clearly expressing his will in that direction, and in the case that he has regularly carried out the payment, the sole trader FORLENZA TULLIO will provide the service, without unnecessary delay, within 2 (two) days of having received the payment. From the moment the user has put forward his request, as referred to in the preceding subsection, he cannot, in any case, exercise the right of withdrawal, as referred to in art 16), since the sole trader FORLENZA TULLIO has fulfilled its obligation of informing, as referred to in art 20).

Art. 19): Both in the case of termination of the contract or of withdrawal from the contract, the sole trader FORLENZA TULLIO will delete the data provided by the user, without unnecessary delay, within 5 (five) days from the verification of the cause of termination, or from the moment the communication has been sent by the user, as referred to in art 16) subsection II. The deletion of data will be carried out automatically, without any express request from the user, and will not be the object of any further or preceding communication to the user, unless the user himself requires it through an email sent to the aforementioned email address of the company providing for the service, in which case the aforementioned company will send to the user's email address a confirmation of the deletion of data, without unnecessary delay and within 5 (five) days from the receipt of the request.

Art 20): The sole trader FORLENZA TULLIO informs the user:

- 1) that on the company's web site, the different technical steps for the finalization of the contract are published and specified, and, moreover, the ways available for the user to identify and correct mistakes in the data inserted prior to sending the order;
- 2) that, in addition to the Italian language, the user can use the English language and soon the Spanish language to finalize conclude the contract;
- 3) that there are no disputes settlement instruments, different from those provided by current Italian law;
- 4) that the aforementioned company will proceed to archiving and storing the order and receipt as referred to in art 13) and 14), as well as the note as referred to in art 21); the storage will be automatic, immediately after the user has completed the purchase order: the user, therefore, will be able to access the documents by clicking on "my account" and accessing the area "registered clients";
- 5) that, therefore, in consequence of what established in subsection 4), the user, in his own interest, will have to keep the documents attesting the payment;

Art 21): Once the payment for the provision of the services has been carried out, the sole trader FORLENZA TULLIO, within the deadlines set in art 18) subsections I and II, will communicate to the user, through an email to his email address, that the requested service is available and that therefore he can proceed to download the selected piece, or selected pieces. In order to download what was requested, the user must follow the instructions published on the website of the company providing for the service.

Art 22): The services provided by sole trader FORLENZA TULLIO can be accessed given that the user has the "hardware" and "software" necessary for the operation of the service provided. The precise specification of the playback devices necessary is published, and therefore available for consultation on the FORLENZA TULLIO website.

Art. 23): The sole trader FORLENZA TULLIO cannot, in any case, be held responsible for any damage caused to the user's IT systems, including damage deriving from connecting to the aforementioned company website.

PROTECTION OF COPYRIGHT

Art. 24): All the piano pieces, including the introductory sheets, and the original didactic content contained in the "GROWINGPIANIST" website, are owned by the sole trader "FORLENZA TULLIO", and they are protected in every part by the S.I.A.E. and by the law 22/04/1941 n. 633 on copyright. The user will use the downloaded materials, entirely and in every part, only and exclusively for personal and household use, unless the user has explicitly asked to the sole trader holding the copyrights, and had explicitly received from the latter a specific authorization for a different use, duly and necessarily specified in the forwarded request. The aforementioned regulations also apply to copies, integral or not, of the original reproduction object of the service and download. Therefore, except if the user has obtained an authorization, as described in subsection II of the present article, it is absolutely forbidden to use or destine, in part or integrally, the object of the service, or the copies mentioned in the preceding subsection, to a different use than the ones specified in subsection I of the present article. Violators will be prosecuted and obliged to a compensation, in accordance with the civil law.

APPLICABLE LAW AND JURISDICTION CLAUSE

Art. 25): The following "Terms of Service" are exclusively regulated by the Italian law, especially, if not otherwise specified, by Capo I, D.lgs. 21/02/2014, n. 21.

Art. 26): Except for civil law suit regarding the application of Sections I to IV of Capo I, D.lgs. 21/02/2014, n. 21, the Tribunal, or Justice of the Peace, of Salerno will be exclusively in charge of any lawsuit regarding the interpretation and/or the application and/or the execution of the following "Terms of Service". Hence, any other Tribunal, or Justice of the Peace, will be considered lacking of jurisdiction, if appealed by the parties.

Art. 27): If the party, against the previous article, will appeal a Tribunal, or a Justice of Peace, different from the one of Salerno, the party will have to refund, without any limitation and/or exception, any cost bore by the counterparty for the advocacy, included fees, allowances and bills, specific and generic costs.

CUSTOMER'S DECLARATION

The Customer declares of having read the previous "Terms of Service" and hereby authorizes the use of his personal details according to the scope and within the limits of the previous articles.

The Customer declares of having read the previous "Terms of Service" and hereby of being informed, before the conclusion of the contract, about the complete content of the articles contained in the aforementioned "Terms of Service".

Particularly, the Customer declares of having read art. 7) of the following "Terms of Service" and hereby of being informed, before the conclusion of the contract, of the rights granted by the aforementioned article.

Particularly, the Customer declares of having read art. 20) of the following "Terms of Service" and hereby of being informed, before the conclusion of the contract, of its content.

According to art. 1341 and 1342 C.C., the Customer approves the following articles of the "Terms of Service":

- Art. 5;
- Art. 9;
- Art. 10, subsection II and III;
- Art. 17;
- Art. 18;
- Art. 23;
- Art. 26;
- Art. 27.

31 July 2015