



# The Global Online Travel Exhibition

## VIRTUAL STAND RENTAL CONTRACT

between

GLOBEX FACE S.N.C. DI MATTIAS CELLINI, represented by its legal representative, Mr. Mattias Cellini, based in Via Crescenzo 19, Rome, Fiscal Code and Tax No. 09493331004, enrolled in the Rome Registry of Business since 10/5/2007 (Rea 1166768) • Tel +39 06 916500436 • Fax +39 06 233295809 • E-mail: info@expotourism.com (from now on GLOBEX FACE)

and

Exhibitor ..... (from now on EXHIBITOR)

Represented by .....

Market sector: Accommodation Travel Agency & Tour Operator Travel Association & Organization  
Traffic carriers Travel services Travel Technology

Address and/or HQs .....

Postal Code..... City..... County..... Country.....

Website .....

Contact Person:  
Name / Last Name ..... Job Title.....

Tel..... Cell..... Fax.....

E-mail .....

### BILLING DETAILS

Company name .....

Address .....

Postal Code..... City..... County..... Country.....

VAT No. .... Fiscal Code .....

**THE EXHIBITOR commits himself to communicate any variation in his/her identity data and/or billing details to GLOBEX FACE.**

### PROVIDED SERVICE

#### Stand typology/Annual price for each stand

N.B. If you need the same stand typology in a different continent please fill in a second contract.

- STAND BRONZE/ € 300 No. Stand:..... Continent:.....
- STAND SILVER/ € 600 No. Stand:..... Continent:.....
- STAND GOLD/ € 1.200 No. Stand:..... Continent:.....
- STAND PLATINUM/ € 2.000 No. Stand:..... Continent:.....
- STAND EXECUTIVE/ € 5.500 No. Stand:..... Continent:.....
- Link to Expotourism

<b>Continents available:</b>
1. North America
2. South America
3. Europe
4. Africa
5. Middle East/North Africa
6. Asia
7. Australia/Pacific

**Contract validity: 12 MONTHS (by signing "Link to Expotourism" 13 months)**

#### Payment Method

Please find our bank account details below and insert the following reason of payment: "YOUR COMPANY NAME"

**If you wish to pay in currencies other than Euros please indicate which currency here:** .....

**We will send you further instructions on payment methods.**

#### Technical characteristics

Supply instruction: ONLINE

Service access conditions: ONLINE (according to instructions send via Email from GlobexFace S.n.c. di Mattias Cellini)

EXHIBITOR

.....





# The Global Online Travel Exhibition

## GENERAL CONDITIONS

**1. Introduction.** GLOBEX FACE owns the internet site www.expotourism.com (from now on WEBSITE) inside which it has created a Virtual Fair (from now on FAIR), which can be visited through internet connections.

**2. Object.** With the present contract, GLOBEX FACE grants the EXHIBITOR the possibility of using a space defined by a virtual stand (from now on STAND), inside the FAIR, for the presentation or promotion of his/her own products and/or services.

**3. Membership Fee.** The cost of using the space put at the EXHIBITOR'S disposal inside the FAIR differs according to the type of stand selected. The cost indicated refers to the use of a single STAND for the one-year duration of the contract.

The EXHIBITOR commits him/herself, to pay the membership fee to GLOBEX FACE, in respect of the conditions of payment indicated by the latter. In the event of non-payment of the membership fee within the time limit indicated, GLOBEX FACE, availing themselves of the powers recognized in article 1460 c.c., will be able to not proceed with the publication of the STAND. It is understood, moreover, that GLOBEX FACE will in any case have the right to obtain the fulfillment or the cancellation of the contract and, in any event, compensation for damages.

**4. Duration.** The present contract is for the duration of one year, starting on the date of signature, and will be renewed by tacit agreement on its expiry date from year to year, unless one of the parties communicates expressly to the other, via recorded delivery with acknowledgement of receipt, fax or e-mail to be sent prior to the expiry of the contract, the desire to not renew the contract. In the case of tacit renewal, the contract is understood as being renewed for the same category of STAND and the EXHIBITOR will be obliged to pay GLOBEX FACE, within 7 days of the renewal date, the annual membership fee, calculated on the basis of the Price List published on the WEBSITE at the time of renewal.

**5. Publication of the Stands.** GLOBEX FACE pledges to put the STAND at the EXHIBITOR'S disposal, by publishing on its WEBSITE an appropriate page dedicated to the EXHIBITOR. The publication will be effected by GLOBEX FACE within 15 days of receipt of payment. The EXHIBITOR takes note and accepts that, as regards the "Executive" STANDS, the time for publication, to be agreed between the parties in relation to the difficulty of realizing the requested STAND, could be more than 60 days. The STAND will consist of a webpage dedicated to the EXHIBITOR, where the latter will be able, through an appropriate control panel, publish pictures and text messages aimed at presenting and/or promoting the products and services offered. The EXHIBITOR, after the publication of the STAND, commits himself to compile, without delay, and providing factual information, the informative fields marked as obligatory. Should the EXHIBITOR not complete these fields or provide information which is believed to be untrue, GLOBEX FACE, after prior warning conveyed by registered letter, fax or e-mail, will have the right to suspend publication of the STAND and withhold the share for participation as a fine.

**6. Changes to the Stand (up-grade).** The EXHIBITOR, during the course of the contract, will be able to choose a type of superior STAND, conveying this wish in writing to GLOBEX FACE. In this case, the EXHIBITOR will have to pay an increase, in line with the conditions indicated by GLOBEX FACE, equal to the difference between the STAND to be changed and the STAND eventually selected, calculated on the basis of the price list published in the control panel (Back-Office) for each individual exhibitor or visitor. GLOBEX FACE pledges to make the up-grade effective within 15 days of receipt of payment. The EXHIBITOR takes note and accepts that, as regards "Executive" STANDS, the time for publication, to be agreed between the parties in relation to the difficulty of realizing the requested STAND, could be more than 60 days.

**7. Use of exhibition space and additional services. Behavior obligations.** GLOBEX FACE reserves the right to put at the disposal of the EXHIBITOR, according to the type of STAND chosen, certain additional services (e.g. VoIP, Chat, Meeting Online) as regards the simple concession of the exhibition space.

The EXHIBITOR, in using both the STAND and the additional services, undertakes to provide truthful information, to avoid using unseemly, vulgar or offensive expressions, not to damage to the rights of others (purely as an example, right to privacy, to image, to honor, to reputation, to modesty), either exhibitors or third parties, and to avoid any form of unfair competition.

The EXHIBITOR undertakes, in any case, to avoid any kind of behavior which could cause trouble or harassment to other exhibitors or to third parties and, in particular, undertakes to avoid the publication of inappropriate contents (e.g. pornographic; obscene; blasphemous; slanderous; contrary to law and order, ethics and/or morals aimed at causing a breach of the peace, either public or private, and/or offending or damaging anybody either directly or indirectly), and the sending of e-mails with contents of any kind (e.g. commercial, publicity, political) to exhibitors or third parties who have not made a specific request (unsolicited mail, junk mail, spam, phishing).

The EXHIBITOR guarantees, in addition, that any material published on the WEBSITE – either directly or through transmission to GLOBEX FACE and/or third parties – attributable to the same under the identification code and the password is legitimately available, does not contrast with obligatory norms and does not violate any author's rights, trademark, distinctive sign, patent or other rights of third parties deriving from the law, contract and custom. The EXHIBITOR assumes full responsibility for the accuracy and truth of the material included directly or on behalf of third parties.

Any violation of the present article constitutes a motive for the cancellation of the contract pursuant to and in accordance with art. 1456 c.c.. GLOBEX FACE, irrespective of the cancellation, reserves the right to suspend, immediately and without the need for advance warning, the publications which are considered – in its own unchallengeable judgment – contrary to any of the provisions of the present article or, in any other way, considered inappropriate. Similarly, it reserves the right to suspend access to the WEBSITE for those, either natural people or corporal entity, who have in any way

violated the present article and to take legal steps to obtain full compensation for any damages.

**8. Privacy and custody of passwords.** Access to personal web pages and to additional services, on the part of the EXHIBITOR, is possible subject to the insertion, in an appropriate space, of the name (User-Id) and key word or "password" (PW) (from now on IDENTITY CODES) of the EXHIBITOR.

The insertion of the IDENTITY CODES will, in addition, be necessary every time the EXHIBITOR intends to effect any changes, deletions and/or additions to the published information or figures. The EXHIBITOR takes note of the risks he/she might face if he/she omits to keep the IDENTITY CODES secret and/or omits to keep them safe. For this reason, the EXHIBITOR pledges to choose a password which is difficult to identify and to keep the IDENTITY CODES classified, assuming the obligation to keep them with maximum possible diligence. The EXHIBITOR will in any case be responsible for any activity carried out on the WEBSITE, by anybody, which results attributable to the use of the EXHIBITOR'S IDENTITY CODES. The EXHIBITOR undertakes to communicate, without delay and in writing, to GLOBEX FACE the eventual theft or loss of his/her IDENTITY CODES or leak of secrecy, in order to permit GLOBEX FACE to take the necessary remedial actions. The EXHIBITOR will however be responsible for any activity by anybody through the use of his/her IDENTITY CODES until expiry of the third day following the reception of the communication by GLOBEX FACE.

**9. Sponsor.** The EXHIBITORS will be able to promote their brand through specific advertisement fields (e.g. "banner"), available on different pages inside the WEBSITE, created by GLOBEX FACE. The cost of each banner is related to the presence on the different pages inside the WEBSITE, and it will be arranged between the EXHIBITOR, according to his request, and GLOBEX FACE. The cost given by GLOBEX FACE is referred to an availability of one year. Both parts agree that any kind of tacit renewal will not be applied to the sponsorship agreement.

**10. Obligations and responsibilities of the EXHIBITOR.** The EXHIBITOR pledges to secure and to indemnify GLOBEX FACE for any loss, damage, responsibility, cost, burden and expense, including legal costs, which GLOBEX FACE suffers and/or sustains as a consequence of any behaviour done by the EXHIBITOR and/or the latter's dependents and/or third parties for which the EXHIBITOR is responsible under the law, rules or customs, that is under the present contract – which leads to a normative violation, i.e. a violation of any of the clauses of the present contract, with particular but not exclusive reference to behaviour forbidden under art. 7 of the present contract. Similarly, the EXHIBITOR pledges to secure and to indemnify GLOBEX FACE for any loss, damage, responsibility, cost, burden and expense, including legal costs, that the latter might suffer or sustain as a result of the activities of anybody done through the use of the EXHIBITOR'S IDENTITY CODES.

**11. Exemption from responsibility.** GLOBEX FACE restricts itself to put the chosen STAND at the EXHIBITOR'S disposal and to make possible the use of additional services when foreseen by the type of STAND. GLOBEX FACE will in no way be responsible for any technical malfunction which is not directly attributable to its own fault and, therefore, the EXHIBITOR takes note and declares that he/she will have no claims vis-à-vis GLOBEX FACE in the case of any malfunction which might compromise access to the WEBSITE or its correct and complete functioning (e.g. blockage of the lines, impossibility or difficulty in connecting to the WEBSITE or to individual pages, total or partial impossibility of using one or more additional services for whatever reason, etc.). GLOBEX FACE, in addition, will not be responsible for disruption of interruptions in the functioning of the WEBSITE and/or the additional services due to interventions for maintenance, repair, verification and/or updating on the part of technicians authorized by GLOBEX FACE and/or third parties.

GLOBEX FACE does not carry out, also for reasons linked to privacy, any type of check and/or censor of the information published by exhibitors and the information exchanged on the WEBSITE between exhibitors, between the latter and third parties, and between third parties in general. GLOBEX FACE will therefore not be in any way responsible for the contents of publications and contents of any communication effected on the WEBSITE (e.g. via e-mail, VoIP, Chat, Meeting Online), even when the content turns out for example to be untrue, obscene, offensive, damaging to the rights of the exhibitors or of third parties or rather constituting, in whatever form, an act of unfair competition.

GLOBEX FACE therefore invites exhibitors to point out any eventual behaviour which is forbidden under art 7 of the contract or, considered inappropriate. In such cases, GLOBEX FACE will verify the facts which are pointed out and, if necessary, will be entitled to adopt whatever provisions are considered appropriate for the case in relation to the seriousness of the facts themselves.

**12. Withdrawal.** The EXHIBITOR has the right to withdraw at any time from the contract, obtaining the cancellation of the published STAND. The withdrawal must be communicated, in order to be effective, by registered letter with return receipt, fax or e-mail to be sent to GLOBEX FACE and will be effective 30 days after receipt of the registered letter. The parties exclude, however, the right to any form of refund or repayment, even partial, in favor of the EXHIBITOR who has withdrawn. GLOBEX FACE, therefore, will be entitled to withhold the entire quota for participation.

**13. Stand cancellation policy.** The EXHIBITOR has the right to request to GLOBEX FACE the cancellation of his STAND. In order to be legally valid, the request has to be sent by fax, e-mail, or letter sent by recorded delivery with acknowledgement of receipt. GLOBEX FACE will provide for the cancellation within 30 days from the receipt of the request. Both parts agree and exclude any kind of reimburse, even partial, in favor of the EXHIBITOR. GLOBEX FACE, in case of the stand cancellation request, will have the right to withhold and/or request all accepted amount due to the rental of the virtual stand.

**14. Communications between the parties.** Any kind of communication between the parties will be valid and effective only if the means of communication indicated in the present contract are respected and, as far as not expressly set out, only if such

communications are done in such a way as to permit documental evidence of the actual receipt of the communication (e.g. registered letter with return receipt, fax, certified e-mail).

Any kind of direct communication to the EXHIBITOR will be valid and effective if sent to one of the addresses indicated at the time the contract is drawn up, with the exception of later changes which the EXHIBITOR pledges to communicate, without delay and in writing, to GLOBEX FACE. In the case of changes involving data relevant for communication purposes, GLOBEX FACE pledges to update such data on the WEBSITE.

**15. Changes.** Any additional agreement or any change to the present contract will be valid and effective only if drawn up in writing.

**16. Express termination clause.** The non-respect by the EXHIBITOR of even only one of the obligations foreseen in the present contract, will lead, unless expressly foreseen otherwise, to the legal termination of the contract itself ex art. 1456 c.c. due to the negligence of the EXHIBITOR, with the right for GLOBEX FACE to obtain compensation for all damages.

**17. Contract transfer.** GLOBEX FACE reserves the right to make over, in any moment and without notice, this contract to third parts. The EXHIBITOR, with signing this contract, allow pre-emptively the possibility of the relinquishment of this contract. The EXHIBITOR can not make over to third parts this contract.

**18. Competent Court of Law.** Any controversy regarding the form, the interpretation, the carrying out, the validity and the effectiveness of the present contract and, in any case, any controversy which might arise or be connected in any way with the present contract will be dealt with exclusively by the Court of Law of Rome.

**19. Express indictment.** Unless expressly set out in the present contract, the Parties declare that they wish to apply exclusively Italian law.

**20. Interpretation.** In case of interpretation contrast between the Italian version and the foreign languages versions, will prevail the Italian version.

In accordance and in effect of art. 1341 and 1342 c.c., the EXHIBITOR declares that he/she has read, understood and wishes expressly to approve the following articles of the present contract: 3 (Membership fee), 4 (Duration), 5 (Publication of the stands), 6 (Changes to the Stand; up-grade), 7 (Use of exhibition space and additional services. Behaviour obligations), 8 (Privacy and custody of passwords), 9 (Obligations and responsibilities of the EXHIBITOR), 10 (Exemption from responsibility), 11 (Withdrawal), 12 (Communications between the parties), 13 (Changes), 14 (Express termination clause), 15 (Competent Court of Law), 16 (Express indictment).

Place.....Date.....

EXHIBITOR .....

### INFORMATION REGARDING LEGAL DECREE no. 196/2003

Under art. 13 of Legal Decree no. 196 of 30 June 2003 ("Code related to personal data protection), GLOBEX FACE, acting as ..... for the processing of your personal data, informs you that the personal data supplied to the company are essential for the correct execution of the business relationship and will be used for the following purposes: a) execution of the contract; b) management of administrative-accounting tasks; c) commercial information initiatives exclusively carried out by FLOBEX FACE. The data will not be communicated to third parties, unless this proves absolutely necessary (for example when such communication is: 1) aimed at fulfilling an obligation vis-à-vis public authorities; 2) directed towards a report of suspected crimes; 3) instrumental in the carrying out of legal protection and consultancy; 4) necessary to guarantee respect of the law, in particular fiscal law; 5) necessary to activate and/or take advantage of insurance cover of any type; 6) aimed at a credit institution in order to carry out banking operations; 7) necessary in order to activate additional services foreseen in the present contract and other services that GLOBEX FACE reserves the right of activating in favour of its Clients; 8) necessary to guarantee visibility for the Exhibitors through the indexation of data relative to the latter in internet search engines). The processing of the data will be carried out through manual or computerized means but, anyway, in such a way as to guarantee security, protection and confidentiality of the data themselves. The processing consists of collection, registration, organization, conservation, elaboration, extraction, modification and cancellation of data. Within the company, the data will be accessible to GLOBEX FACE employees, who undertake to avoid any form of undue dissemination. The person responsible for data processing is Mr. Ian Alessandro Fava, resident for the purpose of any type of communication at the HQs of GLOBEX FACE. In accordance with art. 7 of the Code, GLOBEX FACE informs you of your right to know, at any given moment, your data which have been processed, obtaining this information in an intelligible form, and, in addition, of your right to obtain, upon presentation of a written request, the updating, correction, integration, cancellation and the restriction of the processed data in violation of law, and of your right to oppose, wholly or partially, the processing of your personal data. **I give consent to the processing of my personal data:**

Place.....Date.....

EXHIBITOR .....

ExpoTourism by GlobEx Fa.Ce Snc  
Via Crescenzo 19, 00193, Roma  
Tel: +39.06.916500436 - Fax: +39.06.233295809  
info@expotourism.com -  
http://www.expotourism.com  
VAT Code IT 09493331004

Bank Account Details:  
Bank Name: IW Bank  
Account Holder: GlobEx Fa.Ce Snc  
Iban: IT 08 P 03165 01 600 0001 10238600  
Swift code: IWBKITMM

