

Place and date

To the attention of
ARS BOX s.r.l.
Via San Paolo, 15
20121 Milan

SUBJECT: MANDATE AND TRANSFER OF COPYRIGHT “PRO SUBSCRIPTION”
CONTRACT FOR WORKS/RECORDINGS TO BE PUBLISHED ON PAYMENT OF FEE

The undersigned:

-, born in on.....
resident in:, street address....., Tax Identification
Number..... identity document (*specify*) expiration date:
....., (copy enclosed), as (*author/artist/performer/producer/other - specify*):
....., registered with S.I.A.E. as/
registered with I.M.A.I.E as/ registered with the Italian
Association of Producers as

of the following work/recording:

.....

under my personal responsibility declare that I agree to assign to,
who signs this document for acceptance, irrevocable mandate for representation, pursuant to
article 1704 Italian Code of Civil Procedure, for subscription, also in his/her name, to the website
www.arsbox.com according to the contract “Pro Subscription” for the Works/Recordings to be
published on payment of fee and the “publication form” for the above-mentioned
Works/Recordings on the above website and for the encashment of all fees due.

The undersigned hereby confirms as follows:

1. I, as declared above, authorise the publication of the Work/Recording on the website
www.arsbox.com and its use as per the “Pro Subscription” contract which I hereby
declare that I have read and understood and accept; transferring to your company the
non-exclusive right to upload, reproduce, spread, distribute, broadcast, sell and make
available to the public said Work/Recording in electronic format, by the methods selected
on the subscription form to your website and according to the information contained in
the “publication form”, which I hereby declare that I wholly approve and accept;
2. I have previously checked and viewed the material sent for uploading and I authorise
publication of the Work/Recording in the content, format, packaging and title sent to your
company;
3. I transfer to your company the non-exclusive right to publicly use my name, my
pseudonym, any images and autobiographical information that may have been supplied,
also for promotional purposes, without any limitation, also on third party websites;
4. I have supplied in the heading to this contract all the personally identifying data,
accepting full responsibility with regard to the content and the truth of the same and I
agree to indemnify and hold harmless your company from every and any damage caused,
also to third-parties, due to untrue or incomplete declarations;

5. I agree that the Work/Recording will be published on the website, on payment of a fee, according to the fee chosen on the above-mentioned “publication form” and I am aware of all the contractual conditions;
6. I delegate the subscriber of the Work/Recording to the website to receive all fees due also in his/her name, agreeing to share directly with the same any fees due and declare that I will indemnify and hold harmless your company from any and every financial claim related or consequent to the use of the Work/Recording and the fees due for the same;
7. I am aware of the percentage granted and that this will be inclusive of all rights (including neighbouring rights, which must be considered transferred only for the uses effected, and for fair remuneration) and will be paid net of the S.A.I.E. fee which – in the case of registered authors – will be paid directly by the latter.
8. I am aware that the domain name www.arsbox.com and the brand name “Ars Box” are the exclusive property of Ars Box S.r.l., and I agree not to use them for any reason and/or cause in combination with the Work/Recording except on the website,
9. I accept that Ars Box S.r.l. will not assume any responsibility with regard to compliance by the final users with the undersigned contract conditions, even where the Work/Recording is used in a manner other than that agreed, for reasons beyond your wishes and with respect to which I indemnify and hold harmless your company; I also accept that your company will not assume any responsibility for any interruption of on-line service and/or technical problems, also due to third parties, which may make the Work/Recording temporarily unavailable;
10. I accept that Ars Box S.r.l. is free to use on the website any logo and/or brand of third parties, including advertising banners and any other type of advertising for the direct or indirect promotion and marketing of any item, product or service, and I will not have the right to complain in any way about the unauthorised juxtaposition of advertisements and the Work/Recording, my name, pseudonym, image, and to claim any part of the revenues from advertising on your website as described above;
11. I am aware and I accept that the users of the website are free to express their critical opinion of the Work/Recording published on the website and that they will be encouraged to write reviews and to express their votes on the Works/Recordings made available;
12. I understand and accept the terms regarding the duration of the contract;
13. I understand that you are free to suspend at any time the publication of the Works/Recordings and to remove them, in the case of infringement of the contract conditions, or in the case of third party complaint, or where at your exclusive discretion you may consider it necessary and/or opportune, even without reason, and I renounce as of now any request for compensation;
14. I hereby authorise your company, pursuant to article 13 DLgs N° 196 dated 30/6/2003, the right to process the personally identifying data acquired in execution of and/or on the occasion of this contract, with and without the use of electronic equipment, for the purposes linked to the business activities of Ars Box S.r.l. The main use/processing of the personal data supplied is linked to contractual, accounting and fiscal obligations and within these limits the authorisation is to be considered necessary but not compulsory. I’m aware that I can exercise all the rights set out in article 13 of the Italian legislative decree D.Lgs 196 dated 30/6/2003. The data controller is Ars Box S.r.l.
15. I hereby accept the exclusive jurisdiction of the Italian courts and the application of Italian law for any controversy that may arise from the interpretation, execution and/or termination of this contract, for which the Court of Milano, Italy will have exclusive jurisdiction.

SIGNATURE OF THE AUTHOR/PERFORMER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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I hereby specifically declare that I accept the conditions at articles: 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15 above, pursuant to articles 1341 and 1342 Italian Code of Civil Procedure.

SIGNATURE OF THE AUTHOR/PERFORMER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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