

General Terms of Sale

Brief General Terms of the NewsMemory© Service

The NewsMemory© service (the “Service”) is a process which changes the PDF format of data supplied by Subscriber (the “Content”) to HTML format. The Service will allow individuals to access and read the Content on the individuals’ respective computer or mobile device screens.

The Service treats material which is derived in whole or in part from the publication submitted by Subscriber and other sources which may be protected by international copyright, trademark and other intellectual property laws. Each Subscriber in its sole discretion will choose the Content and provide it to Tecnavia. Tecnavia does not assume any legal responsibility in treating the material provided by the Subscriber as it acts just as a service provider and it is therefore not responsible for the content of the material itself.

By subscribing to the Service, Subscriber agrees to use the Service itself in accordance with the present General Terms. Because the Internet is an evolving medium, Tecnavia may need to change these General Terms or impose new terms on use of the Service. If Tecnavia deems it necessary to change the Terms of Service, it will provide Subscriber with not less than four (4) months advance notice of such change(s). If Subscriber deems such new Terms not acceptable, Subscriber has the right to terminate the subscription with a three (3) months advanced notice and without penalty.

Service Limitations.

1. Tecnavia does not perform any check on the PDF pages provided by Subscriber. If the rendering of the page is corrupted or if fonts are missing Tecnavia will not be held responsible for it but will promptly notify the Subscriber of such occurrences via email.
2. Should Subscriber fail to send the PDF files according to the planned frequency, Subscriber may send missing editions to bring the site up to date in the following days. However, after seven (7) consecutive days of missing PDF's Tecnavia is not obligated to process and post the missed editions, and will not provide any kind of reimbursement.
3. It is a condition of the use of the Service that Subscriber does not:
 - Use the Service to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
 - Use the Service to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
 - Use the Service to knowingly post or transmit any information, software or other material that contains a virus or other harmful component.
4. Subscriber understands that Tecnavia has no obligation to monitor any content of the Service. However, Tecnavia reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that Tecnavia reasonably believes to be objectionable or in violation of these Terms of Service, provided that Tecnavia notifies Subscriber in writing as promptly as possible prior to any disclosure, posting, and or removal of information or materials.

License to treat the data.

(a) It is understood that Tecnavia does not have the right to, and accordingly shall not, modify the content, copy, reproduce, republish, upload, post, transmit or distribute in any way any material obtained from Subscriber except for the purpose to accomplish the Service tasks.

(b) By posting messages, uploading files, or otherwise providing any material to Tecnavia for treatment by the Service, Subscriber represents that Subscriber is the owner of the material, or is making the submission with the express consent of the owner of the material. When Subscriber posts a message, uploads a file, or otherwise provides Tecnavia with material for treatment, Subscriber is granting Tecnavia, a royalty-free, non-exclusive, non-transferable, worldwide license to:

- Use, copy, adapt, transmit, display, treat, the material provided solely for the **exclusive** purpose to accomplish the request of the Service in accordance with contract.
- Sublicense, for the **exclusive** purpose to accomplish the request of the Service, to third parties the unrestricted right to exercise any of the foregoing rights granted.

Invoices and Payments.

1. If not otherwise agreed, Tecnavia's invoices for the Service are payable at 30 days from the date of issuance.
2. Should the Subscriber fail to pay the services due to Tecnavia within the terms mentioned on the invoices, Tecnavia has the right to interrupt the NewsMemory service and to stop the access to the published content. The fact that the service is no longer available does not justify the cancellation of issued invoices which remain due, and on which applicable interests will be charged, computed at the current bank rate, for the total amount due.
3. The contract signed by the Parties remains in force till the expiration date defined in writing by the parties. Should the Subscriber fail to pay the invoices for the Service or stop sending editions to be processed by the Service, it is well understood by the Subscriber himself that this is not a sufficient act to interrupt or cancel the contract, which instead remains in force and will originate invoices which are fully due to Tecnavia according to the contract itself, unless explicitly terminated by either Party according to the terms of the contract.
4. In the event of termination, Subscriber is no longer authorized to receive the Service affected by such cancellation or termination. The restrictions imposed on Subscriber with respect to material downloaded from the Service, and the disclaimers and limitations of liabilities set forth in these General Terms, shall survive.

Disclaimer.

Tecnavia will provide links and pointers to 3rd party Internet sites referenced in the content of the publication that are maintained by third parties. Tecnavia does not operate or control in any respect any information, products or services that third parties may provide on or through Tecnavia or on a website linked to by Tecnavia. The materials in these third-party sites are provided "as is" and without warranties of any kind either expressed or implied. Except as specified herein, to the fullest extent permissible pursuant to applicable law, each party disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Except as specified herein, Tecnavia does not warrant that these websites or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of these sites, or the servers that make it available, are free of viruses or other harmful components.

Tecnavia does not warrant or make any representations regarding the third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

The Service should not be used in any high-risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. The Subscriber expressly assumes all risk for such use.

Confidentiality.

Tecnavia will treat as confidential information all Subscriber information and will make the same effort to safeguard such information as it does in protecting its own proprietary data. Subscriber data stored in or on Tecnavia's property shall remain exclusive property of Subscriber and shall be returned or destroyed as directed by Subscriber.

Limitation of Liability.

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, EACH PARTY DISCLAIMS AS FAR AS LEGALLY POSSIBLE ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE.

EXCLUSIVE REMEDY. EXCEPT FOR TECNAVIA'S INDEMNIFICATION OBLIGATIONS HEREIN, THE SUBSCRIBER AGREES THAT EACH PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THIS CONTRACT AND/OR FOR ANY BREACH OF THIS SERVICE CONTRACT IS SOLELY LIMITED TO THE AMOUNT THE SUBSCRIBER PAID FOR SUCH SERVICE(S) DURING THE TERM OF THE SERVICE CONTRACT.

More specific details of the contract are available on the appropriate Service contract signed by the parties upon the conclusion of the purchase order.

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