

Between Archynet Servizi Telematici S.r.l, head office in Via Principe Tommaso 55 – 10125 Turin, Register of Companies dated. 09/04/08, REA n.1084284, VAT no. 09822890019, and:

Name and Surname: _____
(Legal representative, if Company)

ID document: _____
(Please enclose a copy)

Date and Place of Birth: _____

Name of the Company: _____
(Enclose certificate issued by the Chamber of Commerce)

VAT Number : _____

Address: _____

Postal Code/Town/City: _____

Phone number: _____

Email address: _____

“totalconnect” login account: _____

1) Subject of the contract:

1.1 The following conditions (hereinafter 'General Conditions') shall apply to all services (hereinafter 'Services') listed in Art. 1 provided by Archynet (hereinafter "Archynet"), owner of the portal bearing the URL <http://www.totalconnect.eu> (hereinafter 'Web Site'). Archynet S.r.l. offers through its software Totalconnect v. 2.0 specific services related to multiple sending of the following means of communication: Sms, Email, Fax, Mms.

The subject of this contract consists of the supply of these Telecommunication services at general conditions and terms related to this contract

1.2. Functions, detailed characteristics, performance and prices of each service are supported by documents on the following websites: <http://www.totalconnect.it>, <http://www.totalc.it> e <http://www.totalc.eu> ; as such, they are included in this contract

1.3 Under these general conditions, the contractual relation between ARCHYNET and private users(hereinafter “customer”)is defined; this is related to the use of the following platform <http://www.totalconnect.eu/> , which is based on a software compatible with the latest versions of the most important web browsers, hereinafter called SW, on a sms forwarding gateway, hereinafter called GTW, and a support ,hereinafter called WEBSITE.

2) Obligations of the parties:

2.1 ARCHYNET shall provide the customer with the service; the customer shall accept the service provided by ARCHYNET,in accordance with the conditions of this contract. The customer shall pay the amount according to the price list in force.

3) End and duration of the contract:

3.1 The request for the supply of service will represent a contract proposal; it will be carried out by the customer in one of the following ways: - on the internet by clicking on:<http://www.totalconnect.eu/> and signing the contract with electronic signature , within the meaning of consolidation act no.445/2000; - by sending ARCHYNET the acceptance form; this should be dated signed and subscribed; it should be sent by mail to the following address: Archynet Servizio Clienti,Via Principe Tommaso 55-10125 Torino - through telefax to be sent to the following number + 3911 19837000

3.2 ARCHYNET shall reserve the right not to accept the contractual proposal in the following cases: a) when the customer is defaulter; b) when the customer is protested or subject to legal procedures; c) when the customer asked for admission or was subject to examination procedures, including receivership; d) when some technical and organizational obstacles occur; these will be indicated by ARCHYNET in its refusal of the contractual proposal, except for the case mentioned at point d), ARCHYNET shall not communicate the customer its refusal;

3.3 In all other cases, the contract for the service supply is defined when ARCHYNET communicates the customer the acceptance of the request. The contract can be also improved, even in lack of an explicit acceptance, through activation of the service by ARCHYNET, at any time, within 30 days from this adhesion request or, even after, for lack of annulment of the request itself by the customer. The contract is achieved for a long time, except for the right to cancel it by both parties; this shall be immediately communicated by registered letter with a form of acknowledgement of receipt, with 30 days notice. The possible residual credit, if the customer is up-to-date with his payments, will be refunded by 30 days since the date of annulment.

4) Amount and payment conditions

4.1 The amount due for the service of this contract shall be paid by the customer on the basis of the price lists in force

4.2 ARCHYNET shall reserve the right to modify the price lists. Any possible change will be communicated by appropriate notice, publication on the website or in the occasion of the sending of the first invoice; alternatively, this communication will occur via telefax or by e-mail to the address referred to article 16. The notice about the possible change in price shall be subsequent (at least 7 days) to ARCHYNET communication. If the customer does not accept the changes, he shall cancel the relation by registered letter; this shall be posted (the date of the stamp shall be considered) at least 7 days before the effect date of the changes. Up to this date, the customer who communicated this refusal shall pay all consumptions in accordance with the price lists in force.

4.3 Invoices will be sent by e-mail, except for specific request for ordinary mail sending.

4.4 The payment of amounts shall be anticipated or postponed with methods defined by the customer. According to these methods, Archynet will give the customer a credit limit. If the customer uses the service for a higher amount than the expected limit, ARCHYNET shall proceed with limiting or suspending the service until the issue of the related invoice and consequent reintegration of the credit.

4.5 Limited or suspended service in accordance with art. 5.4 is regulated by ARCHYNET. Therefore, the customer shall not make any claim in case this right would not be applied.

4.6. Payment of invoices issued by ARCHYNET will be made at the right due date; in case of partial dispute, the residual part shall be paid as well;

4.7 In case of delays in payments, interests on arrears will be paid by the customer; these are calculated on the basis of the average rate for personal credits and other financing solutions to families, which are carried out by banks in the previous quarter, within the meaning of law no. 108/96.

4.8 ARCHYNET shall inform the customer about any delay in the payment of invoices.

4.9 Apart from what has been expected by art. 4.7 and 4.8 in case of customer's total or partial non-fulfillment to the obligation of paying invoices, ARCHYNET shall suspend the supply of the service; after 15 days, if the customer has not paid off his debt, the contract will be canceled within the meaning of art. no. 1456 of the Civil code.

5) Claims on invoicing – refund requests

5.1 In case the customer would claim on invoicing, he shall send a written communication by registered letter to ARCHYNET, Servizio Clienti scriverei "customer care"

, Via Principe Tommaso 55-10125 Torino, or by e-mail to the following address: administration@totalconnect.eu

5.2 The claim does not imply the suspension of payment of the invoice involved

5.3 ARCHYNET will analyze the claim and send the customer a feedback within 30 days since the claim date. If there are exceeding amounts paid by the customer, these will be refunded in the following invoice or, upon specific request by the customer, directly paid by bank transfer.

5.4 The customer who considers the feedback as unsatisfactory, can ask for documents related to analysis carried out by ARCHYNET and, proceed with conciliation procedure referred as to point 13.

6) Use of the Internet and access to services:

6.1 To access our GTW through the SW, you shall have an internet connection. The related connection costs, of any type, (fixed costs, phone traffic, hardware needed), are charged by the customer. The access to GTW is made through a USERNAME, which is chosen by the customer during registration, and a keyword assigned and sent to the customer by sms or e-mail. This will occur at the end of registration phase on our website. The password assigned can be modified by the user within your control panel; you should keep it throughout the contract. Therefore, the customer will be exclusively responsible for any damage caused by illegal uses of the password or username by third parties. The customer shall immediately inform ARCHYNET about any possible theft or loss of the password or username. By signing this contract, the user shall accept to provide ARCHYNET will all information needed. In case some information may be inexact, ARCHYNET shall reserve the right to suspend or the contract with subsequent interruption of supply of services; therefore, the customer declares that all data inserted during registration phase have been duly filled in and are valid. You are not allowed to access GTW through programs or methods which differ from those officially recognized and managed by ARCHYNET. Any attempt to violate the security of our GTW is a civil and penal crime, which is punishable by law.

6.2 The customer explicitly guarantees that the content of SMS-EMAIL-FAX-WAP PUSH do not violate any third party's rights; they shall not lead to any violation of regulations in force related to public security; This content shall not be used for "spamming" purposes, in violation of third party's rights, in accordance with Legislative decree no. n.196/2003. The customer shall declare that the sender number of sms (when this service is available according to the kind of sms purchased) is valid and does not violate any third party's right. Personalization of the sender is expected in case of price lists which include an increase. However, this will not be guaranteed in the future, as this issue is supervised by Mobile Phone Operators. As a result, ARCHYNET will keep supplying it as long as it is made possible by mobile phone operators, without any explicit or implicit responsibility or warranty. Signature of the customer-----

Apart from ARCHYNET's right to cancel the contract within the meaning of article 7, It shall reserve the right to suspend the service any time there is evidence of the customer's non-fulfillment of obligations.

7) Limits in ARCHYNET's responsibility:

7.1 The customer acknowledges that the service, due to its technological characteristics, shall not be used in those cases in which the missed delivery of the message within a given time may be subject to damage to the customer or third parties. ARCHYNET does not guarantee the delivery of the message; in case of missed delivery, ARCHYNET is not responsible towards the customer or third party. Therefore, ARCHYNET is not responsible for any partial or total interruption of the service, even lasted for a long time, in case of social and political events such as strikes, theft, earthquakes, flooding, acts by Public Bodies, missed supply of Energy and phone services, malfunctions of the Internet network, unavailable services provided by Mobile Phone Operators and gateways used. These events shall not be related to ARCHYNET. As a result, no refund is due to the customer. Finally, ARCHYNET is not responsible for unavailability or malfunction of GSM networks; even in those cases no refund is expected.

7.2 ARCHYNET shall not be responsible towards the customer, for any damage due to inevitable interruptions or malfunctions, unless they are fraudulently attributable to ARCHYNET.

7.3. Therefore, given the specific structure of services in which many entities are involved, no guarantee can be granted on the constant supply of the service. As a result, the customer shall not consider ARCHYNET responsible for any loss or damage of any type (data loss, impossibility to access services, transmit or receive information due to delays, canceled transmissions or interrupted services).

8) Obligations, prohibitions and user's responsibilities:

8.1. The customer shall promptly inform ARCHYNET about any dispute carried out by third parties and related to the service. The customer shall be responsible for any direct or indirect damage ARCHYNET may undergo in lack of an appropriate and prompt communication.

8.2 The customer shall inform ARCHYNET about any total or partial interruption of the local access Service (provided by another Telecommunication supplier) within 10 days.

8.3. The customer shall: a) use phone equipment which are compliant with regulation in force; b) not make any kind of non-authorized intervention on the methods of supplying of the service; c) not use or make third party use the service for dangerous communications which may cause damage to Telecommunication operators or users or violate regulations in force;

8.4 The customer is responsible for the use of the account if this occurs without his/her consent.

8.5 The user is responsible for the content of information included in SMS (Short Message System).

8.6 The user shall agree with relieving Archynet of any responsibility in case of legal actions, government actions or administrative procedures, losses or damage due to the illegal use of services by the customer. The user shall have civil and penal responsibilities for information delivered through the service provided by Archynet.

8.7 The user shall use services provided by Archynet by taking all responsibilities of his/her actions. The user is not allowed to use Archynet services for illegal purposes (e.g. dialing phone numbers with specific rates or bonuses for not required delivery of advertising materials or phone numbers which are not related to the sender, etc.)

8.8 If the user does not respect the above-mentioned terms, Archynet will interrupt the service without any previous notice.

8.9 The user shall not use Archynet services in an illegal way, violating Italian Laws and local regulations in force.

9) Privacy :

9.1 ARCHYNET shall keep secret all information collected according to this contract, as well as data and communication sent by the service; it shall not spread them to anyone (except for its employees or people who need to know these data and communication) without customer's consent, unless they are public (they are not the consequence of a possible violation of the privacy violation), or some people already knew them before the spread occurred. The legal ownership of data transmitted are exclusively owned by the customer.

9.2 The customer acknowledges the presence of a chronology related to the functioning of <http://www.totalconnect.eu/>, which contains all information about sms sent; this service is completely managed by ARCHYNET in order to appropriately fulfill obligations towards the customer. The content of the chronology of sms sent is under absolute privacy; it can be exclusively shown upon request by competent bodies. The customer acknowledges that ARCHYNET can use the so-called "cookies or sessions" to facilitate the use of the website.

9.3 It is understood that the right use and save of username and password are under the customer's responsibility; ARCHYNET will activate Telecommunication systems upon simple introduction of username and password; ARCHYNET will not carry out any further check on the identity of the applicant.

9.4 In case of loss, or theft of the username and password, the customer can ask for immediate cancellation by dialing 800 199 367 or sending an e-mail to the following address: administration@totalconnect.eu

10) This contract is achieved once the user has been registered to the service; he/she will explicitly accept all clauses mentioned here. After registering to the service, you can get some free sms to sent the service; once this first credit has been expired, the contract will end, unless another sms package is purchased. In this case, the contract will be valid, except for methods of cancellation or withdrawal, for one year from the date of the last purchase of SMS made. For methods of payment, please refer to our website <http://www.totalconnect.eu/>

11) Resolutive clause :

11.1 This contract will be automatically canceled, with the consequent interruption of the service, apart from cases mentioned at point 4.9, if customer's non-fulfilment of obligations occurs, in accordance with art. 8.3a), 8.3b), 8.3c).

12) Conciliation procedure:

12.1 Concerning those disputes related to this contract, conditions and methods for a non-judicial solution of disputes established by Communication warranty Authority are considered as valid; In particular, any claim will not be made as long as a mandatory attempt to conciliate is to be achieved by the request to the Authority, within the meaning of art. 1, clause 11, of the law no. 249/97. For this purpose, the terms to act in jurisdictional session are suspended until the due date of the conciliation procedure. This contract shall not be given to third parties, against previous written consent by ARCHYNET.

13) Right of withdrawal :

13.1 If the contract is stipulated outside commercial offices, according to what established by art. 5 of the legislative decree of 22nd may 1999, no.185, the customer can withdraw the contract by sending a registered letter with receipt notice within 10 days from the service; he/she shall send it to the address mentioned at art. 14 ("Communication"), within the meaning of art 4 and following articles of the same decree, except for Archynet' s right to charge, in accordance with art. 7, clause 2, of the same decree, the amounts due for activation and use of the service, as well as the related taxes. Communication can be sent, within the same term, even by telegram, telex and facsimile, unless it is confirmed by registered letter with receipt notice within the following 48 hours. The registered letter can be replaced by a signed and dated e-mail within the meaning of the consolidation act no. 445/2000.

14) Communication:

14.1 Any communication related to this contract shall be sent to the following address: - ARCHYNET Servizio Clienti Via Principe Tommaso 55-10125 Torino; any new method of communication will be duly communicated by ARCHYNET (e.g. toll-free numbers, mailboxes, etc.). The customer's address included in this contract will be considered as the official address. Any change will be applied against previous written notice(10 days at least).

15) Competent Court:

Turin Competent Court will be responsible for any dispute which may arise from the interpretation or execution of this contract. The possible invalidity of one of more clauses does not affect the entire contract; in other words, the other clauses included in the contract, which are not affected by any invalidity, are considered as valid and efficient.

16)Deferment according to the law :

16.1 Laws in force will be applied to what has not been expected by this contract.

.....li.....Signature of the customer -----

The parties shall declare to approve the clauses included in this contract, with reference to the following articles:
2 (Obligations of the parties), 3 (End of the contract), 4 (Amounts due and payment conditions), 5 (claims on invoicing), 6 (Use of the Internet and access to services), 7 (Archynet 's responsibility), 8 (customer's responsibility), 9 (Privacy), 10 (Duration), 11 (Resolutive clause),12 (conciliation procedure),13 (right of withdrawal), 14 (Communication).

.....li.....Signature of the customer -----

The contract shall be signed in all pages; it shall be anticipated by fax to the following number: 011 19837000; alternatively, by e-mail to the following address:

administration@totalconnect.eu ; the contract shall be sent in original copy.

The customer shall enclose a copy of the ID card, or the certificate issued by the Chamber of Commerce (if the customer is a registered company).