

Casa Santangelo – Affiliate Operating Agreement (*Angel Program*)

This Agreement supplements the Terms and Conditions entered into between you and Casa Santangelo - Salerno as they apply to your application and participation as an Affiliate (Angel) in the Affiliate (Angel) Program of Casa Santangelo and santangelosalerno.com (collectively, the "Program"). As used in this Agreement, "we", "us", "our" or "Casa Santangelo" means Casa Santangelo Salerno, on behalf of itself and its affiliated companies and brands, and "you" means the applicant party. The "Sites" means Casa Santangelo's website as related to the respective Campaign including, but not limited to, Casa Santangelo's social media channels whether existing as of the date you began to participate in the Angel program or in the future, created by Casa Santangelo to sell related services or merchandise as defined and outlined in Section 7. All capitalized terms that are not specifically defined in this Agreement shall have the same meaning as defined in Casa Santangelo's Terms and Conditions. If there are any conflicts between this Agreement and the Casa Santangelo general Terms & Conditions, the terms of this Agreement shall govern.

By submitting the Application, you hereby ACCEPT AND AGREE to all of the terms and conditions set forth in this Agreement as they may be revised or amended by Casa Santangelo from time to time. This Agreement will become binding when your Application is accepted by Casa Santangelo.

1. Program Terms and Conditions.

Your participation in the Program shall be governed by Casa Santangelo's Campaign Details listed in the received email, and the terms and conditions of this Agreement (collectively, the "Program Terms"). The Program Terms are accessible through the Casa Santangelo website under *affiliate program*. We may update these Program Terms at any time without prior notice to you and you will make updates immediately according to any revisions to these guidelines. You agree this license can be revoked at any time for any or no reason upon notice by Casa Santangelo to you (regardless of termination of this Agreement) and you agree upon receipt of such notice immediately to cease using all Casa Santangelo links.

2. Application and Enrollment in the Program.

You must submit a completed Program application via the Program's signup form to begin the enrollment process. We will evaluate your application and notify you of your acceptance or rejection within a reasonable timeframe. We may reject your application if, in our sole discretion, we determine for any reason that your site or marketing practices do not comply with the Program Terms, or are otherwise unsuitable for the Program. As part of the Application you must submit the principal address of your Website and social media channels upon which you desire to place the Casa Santangelo (as defined in Section 4). You represent and warrant that: (i) the information submitted in the Application is truthful and accurate; (ii) the person submitting the Application is at least 18 years old; (iii) in the event you are an entity, the person submitting the Application has the full right, power and authority to enter into this Agreement on behalf of such entity; and (iv) the execution of this Agreement by such person, and the performance by you of your obligations

and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound.

3. Your Website and social media channels

You may promote Casa Santangelo and all of “Casa Santangelo Campaigns” (as defined in Section 7) only by means of your approved Website(s) (“Approved Website”) and social media channels. Casa Santangelo reserves the right to approve all content appearing on your Approved Website and social media channels which describes Casa Santangelo, or relates to Casa Santangelo. If you want to promote Casa Santangelo through another Website other than the Approved Website and social media channels you shall provide written notice to Casa Santangelo’s affiliate email address “angels@santangelosalerno.com”.

3.1 Responsibility for Your website.

You will be solely responsible for the development, operation, and maintenance of, and all costs associated with, your Website and social media channels, and for the accuracy, timeliness and appropriateness of all content posted on your site. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and content of your site. You agree that your Website and social media channels shall not engage in any of the unsuitable website activities listed in Section 3.2, and you understand and agree that Casa Santangelo may, at its sole discretion, correct or reverse commissions and/or terminate you from the Affiliate Program entirely for any violations of these or any other terms of this Agreement.

3.2 Website and social media channels Requirements.

In order to qualify for the Affiliate Program and receive commissions, your Website must:

- o Be relevant and professional;
- o Have a professional look-and-feel compatible with Casa Santangelo’s website;
- o Employ logical navigation that is not confusing or misleading to the user;
- o Not contain broken images or links;
- o Not include areas that are under construction;
- o Not display or provide content that:
 - is offensive to the communities served by your Website, including but not limited to blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content; or contains pornographic material, graphics or content perceived as offensive, defamatory, libelous, obscene, abusive, inflammatory or controversial, including that of a sexual, violent or political nature (including nudity in content or ads);
- o Not feature or promote:
 - discrimination of any type, i.e., by imposing any race, sex, religion, nationality, disability, sexual orientation, or age-based criteria;
 - activities involving unusual or extreme risk to life or the environment;
 - illegal or criminal activities;

- Not sell, promote, or advertise in any manner (including through the use of hyperlinks):
- any products or services that are unlawful in the location at which the content is posted or received;
- gambling activities, alcohol, tobacco, or any illegal or controlled substance;
- Not violate intellectual property of Casa Santangelo or any third party, including through:
 - the use of unauthorized links, domain names, HTML tags, or content containing "Casa Santangelo" or any other trademarks owned by Casa Santangelo, and any variations, or misspellings thereof;
 - infringing in any way or violate any copyright, patent, trademark, service mark, trade name, trade secret or other intellectual property right of Casa Santangelo or any third party;
 - Not post any content that holds Casa Santangelo open to public scorn or ridicule;
 - Not provide site visitors reservation capability outside of the Sites or advertise discounted or specially negotiated Casa Santangelo room rates;
 - Not introduce viruses, worms, harmful code and/or Trojan horses on the Internet;
 - Adhere to Data Privacy by not using tracking technology that enables correlation of tracking data with personally identifiable information collected independently by Affiliates from Casa Santangelo's customers;
 - Not posting or disclosing any personally identifying information or private information or any third parties without obtaining their consent in a legally sufficient way (or their parents consent in case of a minor);
 - Complying with your obligations under applicable data protection laws, including General Data Protection Regulation 2016/679, with respect to your processing of any personal data.
 - Not require a password or contain other means of restricted access to your site. If you have a member-based site that requires login you agree to provide Casa Santangelo with a test login prior to being approved to the Affiliate Program.

4. Linking With and Use of Casa Santangelo's Links.

In the event your Application is accepted by Casa Santangelo, you may use (to the extent provided in Section 6) the electronic graphic artwork, text and corresponding links (collectively the "Casa Santangelo links") found within the shared Google Drive map in the Affiliate Program. The Creative section within the Google Drive map will provide the Casa Santangelo Links that will allow you the opportunity to earn a commission. It is the personal Casa Santangelo code that will make it possible to track and report all of the Qualified Transactions (as defined in Section 7) acquired through your website and social media channels, provided that cookies have not been disabled on the web browser being used to link to the Respective Site. It is your responsibility to integrate the personal Casa Santangelo code into your Website properly in accordance with the instructions available, and Casa Santangelo shall not be liable to you with respect to your failure properly to integrate the Casa Santangelo links into your Website, including to the extent such failure may result in any reductions of amounts that would otherwise be paid to you under this Agreement. In order to qualify for the Program and receive commissions, your Links must comply with the following requirements:

- Links placed on your Website and social media channels may take the form of text links, graphics, banners, buttons, data feeds, and advanced links that Casa Santangelo will make available to you. Links may also include promotions provided to Affiliates by Casa Santangelo through the shared Google Drive. The content of all Links shall be provided by Casa Santangelo.
- You agree not to modify any Casa Santangelo's Links in any way without the express written permission of Casa Santangelo.

5. Marketing.

5.1 Notification of Changes.

If you are accepted as an Affiliate, you agree to notify us via angel@santangelosalerno.com of any material changes to the content or structure of your Website(s), or the activities utilized by your marketing program within seven (7) calendar days of such change(s).

5.2 Marketing Practices.

i. In order to promote the Casa Santangelo Campaigns, you may engage in the following marketing practices that involve:

• Password Protected Sites.

If you have a member-based site that requires login you agree to provide Casa Santangelo with a test login prior to promoting Casa Santangelo through that site.

• Email Marketing.

You may use integrated email marketing, meaning emails that promote Casa Santangelo along with other news or advertiser offers, to promote the Casa Santangelo Campaigns or your participation in the Program. You may not use standalone emails to promote solely Casa Santangelo Campaigns without prior written approval by Casa Santangelo. You may not promote Casa Santangelo Campaigns solely using an email list. Email sender name may not include "Casa Santangelo" or any other Casa Santangelo trademarks.

• Social Media Marketing.

You may use social media applications to promote Casa Santangelo, including through blogs, forums, newsgroups, message boards, chat rooms, or through similar Internet resources. You may do so only to refer prospects directly to Casa Santangelo, not as a means of representing Casa Santangelo.

Social Media Guidelines: The Social Media Guidelines apply to an affiliate's use of social media advertising or other forms of online targeted advertising offered by companies like: Facebook, LinkedIn, Foursquare, Instagram, etc.

o Affiliates may not create social media accounts (such as Facebook Fan pages, Twitter accounts, etc) that include Casa Santangelo trademarks.

o 'Like' or 'share' button functionality should not be used by affiliates to promote Casa Santangelo content within the affiliates website or mobile site without Casa Santangelo's permission.

o Editorial content must receive prior written approval from Casa Santangelo before being going live.

Casa Santangelo's Deals/ Promotions/ Sweepstakes.

You may promote special deals and promotions of Casa Santangelo, provided that these deals are publicly available, were provided by Casa Santangelo's Affiliate Program,

and that you use your personal referral code provided by Casa Santangelo's Affiliate Program.

Discounts.

You may not promote a higher percentage discount (%) than Casa Santangelo's current promotion without the prior written permission of Casa Santangelo. If you have a rebate or cash-back site, you must clearly indicate so in your advertising. Example: If Casa Santangelo runs an affiliate promotion of 10% off and you give 2% cash-back, your ad must say "10% Off + 2% cash-back on Casa Santangelo's Stays." instead of "12% Off Casa Santangelo's Stays."

• Organic Search Marketing (SEO).

You may optimize your site for SEO. If you have a dedicated Casa Santangelo page on your site, you may use Casa Santangelo trademark terms in your title tag, however only in combination with your own site name, and with the prior written approval by Casa Santangelo. If you optimize your Meta tags you have to make it clear that your site is not the official santangelosalerno.com Site or any of the Sites; Description Tags have to reflect that. You may NOT use "Official Site" in combination with Casa Santangelo's trademark terms;

Examples:

o Title Tag

Examplesite.com – Casa Santangelo- or - Examplesite.com – Book a Casa Santangelo suite now. Restrictions: This title tag must never contain the words "official site", and must always include the Examplesite.com brand name, and may never infer that the user is at the Casa Santangelo site.

o Meta Description Tag

Find travel deals for Casa Santangelo at Examplesite.com.

Restrictions: This title tag must never contain the words "official site" and must always include the Examplesite.com brand name, and may never infer that the user is at the Casa Santangelo site.

ii. In order to qualify for the Affiliate Program and receive commissions on the Casa Santangelo Campaigns, you may NOT engage, unless expressly set forth below, in:

• Acting as a Reseller.

You may not act as a reseller of Casa Santangelo Products. The Casa Santangelo Affiliate Program is not a reseller program. As an affiliate, you are authorized to refer prospects directly to the Sites; you are not authorized to buy and resell our Products.

• Forced Clicks.

You may not use any HTML code, IFRAME, JavaScript, or other systems to cause a user's computer to invoke a Casa Santangelo link, or to otherwise set a tracking cookie on a user's computer, except at a user's specific request by specifically clicking on a link to Casa Santangelo's Site from your Website, in one of the specific ways set out under the Permissible Program Links section, above. You may not cause your Website to invoke Program Links automatically, e.g. via popups or pop-uppers, as users enter, browse, or exit your Website. You may not cause your webpage to invoke Program Links in hidden, invisible, or minimally visible windows

- **Spyware and Adware.**

- o You may not use tracking technology (such as spyware) that enables correlation of tracking data with personally identifiable information;
- o You may not use any kind of adware.

- **Toolbar, Software, and/or Application Downloads.**

You may not use any toolbar, software, and/or application downloads to promote Casa Santangelo or your participation in the Program without Casa Santangelo prior written approval. This includes, without limitation, the following:

- o Programs that set invoke affiliate links and set affiliate cookies automatically, without user knowledge at the time of link invocation;
- o Programs that set invoke affiliate links and set affiliate cookies without the user first having visited the affiliates site;
- o Programs that open extra windows displaying, linking to, or framing Casa Santangelo's Site, or that open or frame Casa Santangelo's Site in any hidden, invisible, or minimally visible window

Casa Santangelo will not pay commissions to affiliates who violate these paid search rules and trademark terms and may correct or reverse commissions retroactively for such violations as well as remove affiliates entirely from the network. You may not use Casa Santangelo trademarks or brands in any manner that, in our sole judgment, may diminish or in any way negatively impact them or their effectiveness. Specifically, when engaging in Paid Search (PPC) activities, you may NOT:

- o Place Casa Santangelo ads in search engines based on the purchase of Casa Santangelo trademark terms, derivatives, or misspellings thereof;

6. Limited License to Use Casa Santangelo's Links.

For the term of this Agreement, we grant you a nonexclusive, revocable license to use Casa Santangelo's logos, trade names, trademarks, images, messages and similar identifying material (the "Licensed Materials"), for the sole purpose of promoting the Casa Santangelo's Campaigns to assist in generating online transactions, and for identifying you as a participant in the Affiliate Program. You may not modify the Licensed Materials or any associated code (e.g. HTML) in any way. Except as expressly granted in this Agreement, the Affiliate shall have no other rights of any kind in regards to the Sites, Casa Santangelo's services, the Casa Santangelo Campaigns, Casa Santangelo images, messages, codes, trade names and trademarks, and all other intellectual property of Casa Santangelo. You acknowledge that all use of the Casa Santangelo Links by you inures solely to the benefit of Casa Santangelo, and agree not to use the Casa Santangelo Links in a manner that is, or otherwise include materials on your Website that are, disparaging of Casa Santangelo. Under no circumstances will anything in this Agreement be construed as granting by implication, or otherwise, a license to any of Casa Santangelo's intellectual property or proprietary technology other than the use of the Licensed Materials, code and the linkage to Casa Santangelo's website, in accordance with the terms of this Agreement.

You will remove any outdated Casa Santangelo Links immediately upon our request. We may update these guidelines at any time without prior notice to you and you will make updates immediately according to any revisions to these guidelines.

You agree this license can be revoked at any time for any or no reason upon notice by Casa Santangelo to you (regardless of termination of this Agreement) and you agree upon receipt of such notice immediately to cease using all Casa Santangelo Links.

7. Casa Santangelo's Campaigns; Qualified Transactions; Policies and Pricing.

We will pay you commissions on certain transactions generated on the Sites that constitute "Qualifying Transactions" as defined below. For a transaction to constitute a "Qualifying Transaction", the customer must enter your personal affiliate code on Casa Santangelo's official website. We reserve the right to reject transactions that do not comply with the Program Terms. Credit for a transaction is attributed to the most recently used personal affiliate link. Casa Santangelo cannot accept responsibility for users who may delete or not otherwise accept cookies used to track return visits to the Sites within the allotted time frame and cannot be held to honor commissions for such untracked return visits. All of these transactions collectively constitute "The Casa Santangelo Campaigns".

7.1 Bed and Breakfast stays – Qualified Transactions

A "Qualified Transaction" is a completed stay resulting from a reservation of one or more "Commissionable Suites" that are made available for sale to the general public by Casa Santangelo, excluding suites offered at specially negotiated rates, where the customer is required to be affiliated with or employed by a particular company or organization to receive the special rate. Products or services that will not qualify for publisher referral fees are as follows:

- 1) Rooms offered at specially negotiated rates for certain companies and agencies;
- 2) Rooms offered at specially negotiated property rates.
- 3) Rooms that are booked or upgraded, and paid for, using other channels than the official Casa Santangelo website

Reservations must be made using our automated reservation system via the santangelosalerno.com as a direct result of your promotion of Casa Santangelo by using your personal affiliate link on your Web site and/or social media channels, and for which Casa Santangelo has received full payment.

Once the stay is completed, Casa Santangelo will calculate the appropriate commission as outlined in the Program Terms. Casa Santangelo will not pay commissions on any cancelled reservations or no-shows. For any changes made, Casa Santangelo will adjust the commission associated with the original Reservation ID according to the final sales amount excluding taxes/VAT and any other non-room related charges.

7.2 Casa Santangelo packages – Qualified Transactions

A "Qualified Transaction" is a purchase of any "Casa Santangelo Packages" that is made available for sale to the general public by Casa Santangelo.; made via santangelosalerno.com; and for which Casa Santangelo has received full payment.

Once the purchase is completed, Casa Santangelo will calculate the appropriate commission as outlined in the Program Terms. Casa Santangelo will not pay commissions on cancelled orders or returns. For Returns or Exchanges Casa Santangelo will adjust the commission associated with the original Order ID according to the final sales amount.

7.3 Policies and Pricing

We may change our policies and operating procedures, including pricing, at any time consistent with applicable laws. Casa Santangelo, at its sole discretion, will determine the prices to be charged for the rooms booked and paid for under the Affiliate Program in accordance with our own pricing policies. You may not include price information on your site, unless pricing information is made available through the Casa Santangelo Links provided, or without prior written approval by Casa Santangelo. Prices and availability of Casa Santangelo may vary from time to time. Casa Santangelo will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular suite.

8. Commissions and Payment

8.1 Commissions

You will earn Commissions based on the total number of Qualifying Transactions as set forth in the Program Terms. Commissions shall be paid on Net Sales for Qualifying Transactions. Net Sales means the amount actually paid to Casa Santangelo for Qualifying Transactions, excluding any amounts paid for sales taxes, duties, shipping and handling, or similar fees. Commissions will be adjusted downwards if Casa Santangelo's reservations are cancelled, or refund at any time; or Casa Santangelo determines that a bed and breakfast stay payment or a purchase for which you received a Commission was made fraudulently including, but not limited to, the use of stolen credit cards, general charge-backs, and any other instances that cause us to credit a customer's account; or Casa Santangelo determines that a purchase for which a Commission was made involved actions you took in violation of this Affiliate Program. Casa Santangelo, at its sole discretion and upon notification to you, may prospectively change this method of compensation or add additional methods of compensation.

8.2 Cookie Duration

End users referred by you will be marked with 7-day cookie duration, provided cookies have not been disabled by the end user or their browser. Affiliates will not be compensated for any Qualifying Transaction made by an end user who can't be identified after the cookie has expired or been removed.

8.3 Payment of Commissions

We will pay you commissions on a month-in-arrears basis through Paypal or a direct bank transaction (IBAN). If a technical error that resulted in erroneous payment or reporting is found, you agree to return the misallocated funds. You are only eligible to earn commissions on sales of Qualifying Transactions occurring during the term of this Agreement. In the event overpayment is made by us, you agree to promptly remit such excess payment

upon notification by us. Casa Santangelo may choose to adjust Commissions for a particular period of time or for particular types of Casa Santangelo Campaigns. Casa Santangelo will provide you notice of such Commission changes by email. Nothing in the foregoing shall limit Casa Santangelo's ability to change the minimum Commission contained herein in accordance with Section 11. Consistent with these terms and conditions, Casa Santangelo may correct or reverse commissions, both retroactively and proactively, if it determines that you have violated the terms of this Affiliate Program.

8.4 Liability for Payment

Casa Santangelo shall not be liable for any commission to you if Casa Santangelo deems that you have engaged in any fraudulent or criminal activity in connection with the Affiliate Program, or that you have otherwise violated the terms of this Affiliate Program.

9. Transaction Processing; Reporting.

We will be responsible for processing transactions placed by customers who are directed to the Site through the personal referral code provided by Casa Santangelo. We reserve the right to reject transactions that do not comply with any reasonable requirements that we periodically may establish. We will be responsible for all aspects of transaction processing and fulfillment. Among other things, we will prepare reservation forms; process payments, cancellations and handle customer service. Reporting capability summarizing sales activity will be available to you by email within 48 hours after a sale has been made. The form, content, and frequency of the reporting capability are limited to the availability of the Angel team. Casa Santangelo is not responsible for any changes in their reporting format, timing, or types of reporting. To permit accurate tracking, reporting, and fee accrual, you must ensure that your personal referral code is properly entered. Casa Santangelo will not be responsible for improperly entered personal referral codes regardless of whether you have made amendments to the code or not.

10. Terms and Termination.

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by a party in accordance with this Section 10. You may terminate this Agreement at any time, with or without cause, by terminating your participation in the Casa Santangelo's Angel Program. Casa Santangelo may terminate this Agreement for convenience upon immediate written notice to the email contact you provide us. Upon termination, you shall immediately cease using, displaying or otherwise maintaining any Links.

11. Modification of This Agreement.

We may modify any of the Program Terms at our sole discretion. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR NOTIFICATION WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFIED PROGRAM TERMS, AS APPLICABLE.

12. Limitation of Liability; Disclaimer; Indemnification.

12.1 Liability.

We will not be liable in any event for indirect, incidental, special or consequential damages (or any loss of revenue, profits, goodwill or data) arising in connection with this Agreement or the Program, whether or not foreseeable and even if we have been advised of the possibility of such damages, You shall remain liable to Casa Santangelo to the extent any disclaimed damages are claimed by a third party and be subject to indemnification pursuant to Section

12.2.

Casa Santangelo shall not be held liable in any part for failure of our administrative system and service. In no event shall the liability of Casa Santangelo in connection with this Agreement for damages not excluded in the immediately preceding sentence exceed the amount paid or payable by Casa Santangelo to you under this Agreement within the three (3) month period immediately preceding the accrual of such claim.

12.3. Disclaimers.

We make no express or implied warranties or representations with respect to the Casa Santangelo's Affiliate Program, Suites booked or Casa Santangelo's packages purchased through the Affiliate Program. In addition, we make no representation that the operation of the Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

12.4 Indemnification.

You agree to defend, indemnify and hold harmless Casa Santangelo, its subsidiaries and referrals, and their directors, distributors and employees against any loss, damage, expense, or cost, including reasonable attorneys fees (including allocated costs for in-house legal services) arising out of any claim, demand, action, suit, investigation, arbitration or other proceeding by a third party ("Liabilities") based on (i) your material breach of any covenant, duty, representation, or warranty of this Agreement, (ii) materials contained on your Website (including any allegation that such materials infringe a third party's proprietary rights), (iii) any covenant, representation or warranty made by you regarding the Sites or Casa Santangelo's Services and Products, and (iv) any claims that are otherwise related to your Website and the content thereon.

13. Confidentiality.

13.1. Confidentiality Obligations.

Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive confidential information. Each party shall use the Confidential Information of the other solely in connection with the exercise of its rights and the performance of its obligations under this Agreement, and shall restrict disclosure of and access to the Confidential Information of the other to such party's Personnel that require access to such Confidential Information in connection with this Agreement. Each

party shall require its personnel to comply with the obligations of confidentiality set forth herein and shall be liable for any failure by its Personnel to so comply.

13.2. Exceptions to Confidentiality Obligations.

Each party's obligations pursuant to Section 13.1 shall not apply to Confidential Information of the other party that (a) was in the public domain prior to the Effective Date or subsequently came into the public domain through no fault of the receiving party; (b) was lawfully received by the receiving party from a third party free of any obligation of confidence; (c) was already in the lawful possession of the receiving party prior to receipt from the disclosing party; (d) is required to be disclosed by law, provided that the party seeking disclosure provides prior written notice of such disclosure to the other party and takes all reasonable and lawful actions to avoid and/or minimize the extent of such disclosure; or (e) the receiving party can show by a preponderance of documentary evidence was subsequently and independently developed by its employees, consultants or agents without reference to the Confidential Information of the disclosing party.

14. Miscellaneous.

14.1 Survival.

Sections 12 and 13 shall survive the expiration or termination of this Agreement. Additionally, to the extent this Agreement is not terminated as a result of fraud relating to the Affiliate Program by you or otherwise as a result of your breach of this Agreement, Casa Santangelo's obligation to pay Fees shall survive for so long as is necessary to account for Fees generated from Qualified Products properly registered prior to the date of termination.

14.2 Applicable Law; Jurisdiction.

This Agreement will be governed by the laws of Italian Civil Code, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Salerno and you irrevocably consent to the jurisdiction of such courts.

14.3 Excuse.

Neither party will be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence. Both parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties renders performance of the agreement impossible whereupon all money due to either of the parties shall be paid immediately and you shall cease to promote the Services and Products immediately.

14.4 Assignment.

You may not assign this Agreement, or any right, interest or benefit under this Agreement, by operation of law or otherwise, without our prior written consent and any such assignment shall be null and void.

14.5 No Waiver.

Subject to the restriction in Section 14.4, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

14.6. Relationship of Parties.

The parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will (a) have no authority to make or accept any offers or representations on our behalf and (b) make no statement, whether on your Website or otherwise, that reasonably would contradict anything in this Section.

14.7 Acknowledgment.

You acknowledge that you have read this Agreement and agreed to all the terms and conditions. You understand that Casa Santangelo may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement, and Casa Santangelo and its referrals and subsidiaries may operate Websites that compete with your Website. You further agree that this document and any invoices arising under it, constitute the complete and exclusive agreement between the parties regarding their subject matter.