

# Renato Mite

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## Conditions of use

Last Updated: May 20th, 2018

### I. General

The web site "www.renatomite.it" ("site") provides information about (1) the author Renato Mastrulli ("author" or "Renato Mite") and mostly (2) the works he publishes with or without the pseudonym "Renato Mite" as well as about (3) everything related to the author or his works.

The use of the site implies acceptance of relative conditions therefore anyone accessing the site ("user", "users") accepts the terms and conditions ("conditions") contained in this document.

The site is not a shop, it allows users to download free works and excerpts or it redirects users to online shops for purchase of works on sale.

The user agrees to comply with all the conditions.

The users are encouraged to [notify the author of any infringement of the conditions](#) of which they become aware.

The users can leave the site at any time, but they are bound to the conditions for the use of site until then and for consequences of this use.

The author can update, suspend or close the site at his discretion without users could ascribe any damages to him for this.

Renato Mite reserves the unilateral right to change the conditions at his discretion, with the obligation of communication on the site.

After the communication, the changes are binding according to the implicit acceptance as described above.

If the site had other purposes, these ones would be ruled by conditions specified apart, to which the user will be bound by explicit acceptance, that cannot alter or limit what established in this document.

## II. Rights

All rights about (1) the site and (2) its contents for which rights are not specified belong to Renato Mite.

The term "contents" describes informative ones ("information"):

- a) texts
- b) multimedia files (for example images, photos, videos, audios)

as well as functional ones:

- c) html code and css styles
- d) programming code

and also (e) anything not mentioned but that can be assimilated to intellectual work, this category includes for example the works by the author and their excerpts.

Anyone who wants to spread the informative contents (a, b), even if only in part, must do so in accordance with [section VII \(Use of information\)](#); other contents may be used only with written permission of the author.

The contents are subject to the rights mentioned above even if they are transmitted to the user with other means of communication, such as for example feed or e-mail.

## III. Third Party Rights

The site can show (1) trademarks or trade names owned by third parties in order to identify them, (2) contents created by third parties or (3) reproductions of creations of third parties (such as for example logos of libraries and online shops or social networks) with or without programming code owned by them (together "third party contents").

The third party contents are generally used by permission of that third party (given via their website, for example) and may have been adapted to include them in the site (such as some logos) always to the benefit of the rightful owner and without any intention to infringe copyrights of others.

The third party contents will be removed from the site upon written request of the rightful owners.

The rights on the third party contents belong to rightful owners, to whom requests for use and spreading of their contents must be addressed.

The copyright symbol appears near the third party contents.

For further information, [contact the author of the site](#).

## **IV. Prohibitions**

The main prohibitions are:

- 1) manipulating the site, the contents or third party contents,
  - 2) attributing contents owned by others to the site or the author,
  - 3) using the site for profit,
  - 4) using the site for illegal purposes,
- and, generally, (5) using the site to cause damages to the author or third parties.

## **V. Limitations**

The author provides the contents of his property in good faith and trying to avoid errors and omissions, but he can not guarantee these contents in full and therefore the user acknowledges them as they are, nothing can be charged to the author in the event of damages caused by them.

Besides, the author can not guarantee: (1) the correct running of the hardware and software systems that support the site, (2) third party contents, (3) the non-vulnerability to malicious attacks perpetrated with or without alteration of the site or the systems already mentioned; therefore under no circumstances the author can be liable for damages caused by using the site.

The users are aware of the risks inherent in the use of the site and they are responsible for employment of the means suitable to prevent attacks or damages to which their system can be exposed.

## **VI. Interoperability**

The site may have (1) links to other sites, (2) third party contents (for example widget or sharing buttons) that lead the user in environments that do not belong to the site and therefore they are outside of author's control.

The users access these environments at their own risk and assume full liability related to use of sites and services of third parties without being able to act against Renato Mite in any way.

Users are responsible for the distribution of their sensitive data and for the correct running of their security systems, as specified in [section V \(Limitations\)](#).

## VII. Use of information

The user is aware of the limited reliability of the informative contents of the site ([section V, Limitations](#)) already defined "information" ([section II, Rights](#)).

The users can: (1) diffuse or (2) quote information according to what specified in [section VIII \(Diffusion of contents\)](#); (3) summarize information indicating "Renato Mite" and the site address "www.renatomite.it" as source; (4) share the information only by means of links pointing to them within the site otherwise what specified in [section VIII \(Diffusion of contents\)](#) must be respected.

Uses other than those described herein must be authorized by the author.

Users assume full liability related to use they make of the information found within the site, the author shall in no case be held responsible and will instead be able to act against users for damages that he may suffer due to them.

## VIII. Diffusion of contents

The contents are subject to copyright and all rights related to it recognized by law that belong to Renato Mite as already specified in [section II \(Rights\)](#).

The author grants the right to diffuse or quote only the informative contents ([section II, Rights](#)) under the following conditions ("conditions of diffusion"):

- a) the author must be informed by [e-mail](#) specifying where and what contents user wants to diffuse;
- b) the diffusion does not limit nor transfer any of the rights of the author on the contents;
- c) diffusion cannot be profit-making;
- d) the contents must not be altered nor attributed to others;
- e) contents must be accompanied with (1) a statement that states "Renato Mite" is the author of them, (2) the address of site "www.renatomite.it" and (3) the phrase "Diffusione soggetta a restrizioni" (Italian) or "Diffusion restricted" (English);
- f) author provides the contents of his property without guarantees, as they are, and therefore they are diffused without damages caused by them can be ascribed to the author;
- g) contents must be removed upon request of the author;
- h) diffusion that does not respect conditions of diffusion or harms author and his rights can be prosecuted by law;
- i) diffusion implies acceptance of conditions of diffusion.

## **IX. Privacy**

The site does not collect data about the user but third party contents and connection devices, for example servers, may do so.

User can visit the site with cookies disabled and can disable the third party contents as described in the [Cookie Policy](#) of the site.

Some sections of the site provide services for which it is necessary to enable cookies and provide personal data, for example the e-mail address.

The cookies are necessary for handling of the services.

The authorization to process personal data is given explicitly, with the check mark in a specific box, thus ensuring to the author the processing of both the data provided by the user directly and those data that eventually will be provided by connection devices.

The necessity of enabling the cookies and the link to Privacy Notice of the service are indicated time to time.

In any case, the data are not disclosed or sold to third parties. The [Privacy Notice](#) describes the data processing in a clear and concise manner, you can contact the processing manager Renato Mastrulli at the e-mail address [mail@renatomite.it](mailto:mail@renatomite.it) for further information.

The users have full power to give or deny author the consent to processing of their data. Lacking authorization to processing of data prevents the acquisition of the data and therefore prevents the use of the service.

If the service permits the personal interaction between user and author exchanging messages, the user can request for deletion of messages of which the author holds the actual possession, that is e-mail messages. You can not ask the author for the deletion of messages or data held by systems outside the author's control.

## **X. Applicable law and competent court**

User agrees that any eventual dispute related to the conditions contained in this document will be governed by the laws of the Italian Republic and the competent court will be the Court of Trani.

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