

Terms & Conditions

Please read these terms and conditions (these "Terms", "Terms and Conditions") carefully before using or accessing the www.bookingcasting.com website (the "Service") operated by Gemide s.r.l ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. Our privacy policy ("Privacy Policy") applies to the use of the Service and its terms are incorporated herein by reference and made a part hereof. To view the Privacy Policy, [click here](#).

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT USE THE SERVICE.

Communications

By creating an account on our service, you agree to subscribe to newsletters, marketing or promotional materials and any other information that we may send. However, you may opt out of receiving any or all of these communications by clicking on the unsubscribe link or by following the instructions provided in any email that we send.

Purchases

If you wish to purchase any product or service made available through the Service or through a link on the Service to an independent, third-party web site ("Purchase"), then you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, complete and correct.

The Service may employ the use of third-party services in order to facilitate payment and completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties, subject to the Privacy Policy.

Additionally, by using the Service, you acknowledge and agree that internet transmissions are never fully private or secure. Furthermore, you understand that any message or information you send through the Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

We reserve the right to refuse or cancel your order at any time for reasons including, but not limited to, product or service availability, errors in the description or price of the product or service, an error in your order, or a suspected fraudulent, unauthorized or illegal transaction.

We may make changes to any of our products or services offered through the Service, or to the applicable prices for any such products or services, at any time, without notice. Materials describing products and services on the Service may be out of date; we make no commitment to update materials on the Service regarding such products and services.

Availability, Errors and Inaccuracies

We are constantly updating our product and service offerings on the Service. We may experience delays in updating information on the Service, and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies, and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

Accordingly, we reserve the right to change or update information and to correct errors, inaccuracies, or omissions, at any time, without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms and Conditions. If you participate in any Promotions, please review

the applicable rules as well as the Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules shall apply.

Content

Our Service allows you to post, link, store, share and otherwise make available certain text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, videos, music, and artwork (collectively, "Content"). You are responsible for the Content that you post on or through the Service, including for its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) you own the rights to any posted Content or you have secured the right to post it, (ii) you have the authorization to grant us all necessary rights and licenses to the Content, as required in these Terms, and (iii) that the posting of such Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on any such rights of any person or entity.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights; we take no responsibility and assume no liability for Content you or any third party posts on or through the Service. Notwithstanding the prior sentence, by posting Content using the Service you grant us the personal, non-exclusive, non-transferable right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right to make your Content available to other users of the Service who may also use your Content, subject to these Terms.

Gemide s.r.l has the right but not the obligation to monitor and edit all Content provided by users.

Content found on or through the Service is our property, or is used with permission. Except as expressly provided in these Terms, no part of the Service and no Content may be distributed, modified, transmitted, copied, uploaded, posted, publicly displayed, encoded, translated, reused, reposted, reproduced, or republished in any way to any other computer, server, web site or other medium for publication or distribution, for any commercial enterprise or for personal gain, without our express advance written permission.

Accounts

When you create an account with us, you guarantee that you are 18 years of age or older, and that the information you provide is true, complete, and correct at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential, whether your password is with our Service or a third-party service. You agree to notify us immediately upon becoming aware of any unauthorized use of your account or password, or of any other breach of security. You may be held liable for losses incurred by us or any other user of or visitor to the Service if someone else uses your password or account due to your failure to keep your account information secure and confidential.

You may not use anyone else's password or account at any time without the express permission and consent of the holder of that password or account. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

You may not use a username that is the name of another person or entity, that is not lawfully available for use, or that is a name or trademark subject to any rights of another person or entity, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

You may not use the Service or any Content for any unlawful purpose or any purpose prohibited by these Terms. You may not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Intellectual Property

All Content, including the design, structure, selection, coordination, expression, and arrangement of such Content, contained on the Service is owned, controlled or licensed by or to us, and is protected, under the laws of both the United States and other nations, by trade dress, trademark, copyright, and various other intellectual property rights and unfair competition laws. The Service and its Content, features and functionality are and will remain the exclusive property of Gemide s.r.l and its licensors; provided that, any original Content that a user contributes shall remain their exclusive property unless the rights are properly licensed or transferred.

No part of the Service and no Content may be distributed, modified, transmitted, copied, uploaded, posted, publicly displayed, encoded, translated, reused, reposted, reproduced, republished or otherwise used in any way on any other computer, server, web site or other medium in connection with any product or service, without our express prior written consent.

Links to Other Web Sites

The Service may contain links to other independent, third-party web sites (“Linked Sites”). We provide access to these Linked Sites solely as a convenience to our visitors. These Linked Sites are not under our control; we are not responsible for, and do not endorse the content of, such Linked Sites, including any information or materials contained on such Linked Sites. We suggest that you independently form your own judgement regarding your interaction with these Linked Sites. We strongly advise you to read the terms and conditions and privacy policies of any Linked Sites that you access or use.

Gemide s.r.l has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Linked Sites. We do not warrant as to the reliability, validity or proper functioning of the offerings of any of the entities or individuals or their websites.

You acknowledge and agree that Gemide s.r.l shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Linked Sites or services.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, and bar access, under our sole discretion, to the Service for any reason or no reason whatsoever including, but not limited to, a breach of these Terms. All provisions of these Terms regarding ownership provisions, warranty disclaimers, indemnity and limitations of liability shall survive the termination of your account.

If you wish to terminate your account, then simply discontinue using the Service.

Indemnification

You agree to defend, indemnify and hold harmless Gemide s.r.l, its officers, directors, predecessors, successors in interest, employees, agents, its licensee and licensors as well as their employees, contractors, agents, officers and directors, from and against any and all claims, demands, damages, obligations, losses, liabilities, costs or debt, and claims or expenses (including but not limited to attorney's fees), resulting from or arising out of (i) your use and access of the Service by you or any person using your account and password; (ii) a breach of these Terms; or (iii) Content posted on the Service.

Limitation of Liability

Gemide s.r.l its subsidiaries, affiliates, and its licensors do not warrant that: (i) the Service will function uninterrupted, be secure or be available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Service is free of viruses or other harmful components; or (iv) the results of using the Service will meet your requirements.

In no event shall Gemide s.r.l, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including, without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort

(including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. We do not promise that the Service or any Content, service or feature of the Service will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Service will provide specific results. The Service and its Content are delivered on an “AS-IS” and “AS-AVAILABLE” basis. All information provided on the site is subject to change without notice. We disclaim all warranties, express or implied, including any warranties of accuracy, course of performance, non-infringement, merchantability and fitness for a particular purpose.

We disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Service. You assume total responsibility for your use of the site and any Linked Sites.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of Italy without giving effect to any choice or conflict of law provision or rule (whether of Italy or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Italy.

Waiver

Our failure to enforce at any time or for any period any term or condition of these Terms shall not constitute a waiver of such term or of our right later to enforce all terms and conditions of these Terms.

Entire Agreement

These Terms constitute the entire agreement between us and you, and supersede any prior understandings, agreements, representations, or warranties by or between us and you, whether written or oral, to the extent they relate in any way to the subject matter hereof. You acknowledge that you have not relied upon any representation, whether written or oral, of any person but only those representations expressly set out in these Terms.

Severance

Any term or provision of these Terms that is invalid, illegal, or unenforceable shall be deemed to be limited or modified in its application to the minimum extent necessary to avoid such invalidity, illegality, or unenforceability. The invalidity, illegality, or unenforceability of any such term or provision in any situation in any jurisdiction shall not affect the validity, legality, or enforceability of the remaining terms and provisions of these Terms or the validity, legality, or enforceability of such term or provision in any other situation or in any other jurisdiction.

Changes

We reserve the right, at our sole discretion, to change, modify, add, remove or replace all or a portion of these Terms, at any time. If a revision is material, then we will provide at least 30 days' prior notice before any such terms take effect. We will determine, in our sole discretion, what constitutes a material change.

It is your responsibility to review periodically these Terms for changes. Your continued use of the Service after the posting of any revisions will signify that you accept and agree to the revised terms. As long as you comply with these Terms, we grant you a personal, non-exclusive, non-transferable, limited privilege to access and use the Service. If you do not agree to the new terms, then do not use the Service.