

LEGAL AND GUIDELINES



1 Terms and Conditions: Disclaimer

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The access and the use of the Website are activities generally and broadly undergoing the present Terms and Conditions.

The access and the use of this website is offered as a free service to any user upon the acknowledgment and the acceptance of this Legal Page in all its parts.

Whatever interaction with the website itself is to be considered as explicit full acceptance of all the contents of this Page and consequent commitment to release and preserve the IRIAE from either any claim or claims by any third part, directly or indirectly deriving from whatsoever improper or unlawful use of the Website. It is therefore advisable perusing what warned here below.

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The continued use of the Website shall be deemed to be your conclusive acceptance of any modified Terms and Conditions. If any future change is unacceptable to the User, the User should discontinue using the website. It is therefore advisable to periodically carefully read this page to verify the latest uploaded version.

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It is to be also clarified that no section of the IRIAE Website - images included, can be reproduced, or copied upon prior written agreement by its Executive Board, that is, its person in charge, Marco Merola.

IRIAE makes no representations about the suitability of the information and services contained on - or accessed via - the Website for any purpose and doesn't take charge of any liability as for any possible inaccuracy, mistake and omission in contents published on the Website. In any case and at any time, IRIAE reserves the right to intervene correcting, modifying, and improving the Website.

Information, news, dates etc on the website are published upon no either explicit or implicit guarantee.

Neither IRIAE nor the curator of this website shall be considered as liable for any damages (whether indirect, incidental, special, consequential or otherwise) arising out of, or in any way connected with, the use of the present Website and by any other website connected to it by hyperlinks including, with no limitation, damages such as the loss of earnings or profit, the interruption of business or professional activity, the loss of programs or data saved in the computer system of the User connecting to any correlated website or to any other system, even if IRIAE and the curator of this Website have been explicitly advised of the possibility of damages.

IRIAE and the curator of the website, although incessantly working and making any reasonable effort to give the most accurate and punctual service ever, are not liable for any mistake within any piece, drawing, photo, newsletter, informative email, HTML page and news. Moreover, IRIAE and the curator of the Website aren't liable for any sudden change within the schedule of events advertised and within contents published on the present website.

2 Links to third parties' websites

The Website may contain hyperlinks to websites – managed by a third party, operated by IRIAE - upon no control on information and eventually offered products or services, nor control on policy shared by these websites, nor any verification on their conformity to the applicable legislation. Therefore, IRIAE is not liable for both content and management of third parties' websites, in detail, as for IT security: for this purpose, users are compelled to protect his device by proper anti-virus programs, besides becoming well acknowledged about policies in the matter.

Moreover, each linked website undergoes a proper privacy policy - different and separated by the one shared by IRIAE – and towards which IRIAE makes no verification. Users are so asked to cautiously read the privacy policy external websites adhere to.

IRIAE reserves the right to remove any hyperlink at any time and without notice and shall not be obliged to give a reason for doing so.



3 Safety of data transmission by the Internet

The users acknowledge that data transmission by the Internet can never reach absolute security levels. IRIAE is not responsible in any way whatsoever for the content of any site accessed using the Website, nor can it warrant that use of the Website will be free from virus contamination and the User should take adequate steps to ensure that User virus check regularly when using the Website on any device. IRIAE indeed, cannot be considered as compelled to any other service, apart from the punctual and correct application of security standards imposed by the law, in detail by the application of security principles outlined within the articles 33 and ss. D. Lgs. June 30th, 2003, n. 196 – Code of laws for personal information protection.

4 User's/User's obligations and responsibility

The User accessing the Website is required not to use the website for any improper and/or unlawful use and, in detail the User is required:

To use the contents just for lawful purposes.

Not to use any file or tool potentially infected by some virus, of unsure origin, or any file which could eventually lead to harm (just to give some examples: virus, spyware, malicious code, trojan horse, etc.) to the website.

Not to do any action which could damage, deactivate, overload, or compromise the perfect functionality of the Website, or even interfere with the use by any third party.

You may not use or link to the Website in a manner which suggests an association with the Website or IRIAE itself, without any IRIAE's prior written consent.

5 IRIAE's obligation and responsibility

As far as IRIAE is concerned, it highlights:

IRIAE makes every effort to check the accuracy of information published on the Website. User should note however that IRIAE does not give any warranty that any information will be accurate or up-to-date and in particular, and without limitation to the rest of this agreement, IRIAE is not able to guarantee that its service will continue or be accurate during time of server failure.

It declines any liability for any consequence towards Users or Third party, aroused out by possible malfunctioning of the Website. It also declines any liability for any kind of damage users should ever incur in - malfunctioning, damage, functioning and availability of the Website.

It is no way liable for contents uploaded by other users and it is not compelled to verify and monitor them.

Here stated limitation and exclusion of liability concerning the IRIAE are in conformity with the National Law.



The user of the Website declares that the whole content of the conditions here warned has been acknowledged and accepted, subscribing it upon careful examination and total acceptance.

For any further legal clarification or for any other information concerning the use of this Website, it is possible to contact the curator at the email address: info@iriae.com

6 Statute and Manifest of IRIAE

The International Research Institute for Archaeology and Ethnology has signed its Statute - in which its principles, its management and its rules regulating all activities of its are listed. Furthermore, it has created an Internal Regulation – explaining its activities and its proposed projects. This one, whenever necessary, can be modified year by year.

7 International law and legislation.

IRIAE, as International Institute is committed to act within the law and the legislation concerning Cultural Heritage, effective in Countries the Institute operates in.

This granted, IRIAE supports, sustains, and signs the UNESCO <u>Convention concerning the Safeguard of the Natural and Cultural Heritage</u>.

It also adheres to the Operational Guidelines for the Implementation of the World Heritage Convention.

Concerning the Underwater Cultural Heritage and underwater archaeology, IRIAE shares and adheres to the <u>Convention for the Safeguard of the Underwater Heritage</u>, signed in 2011. In detail, the Institute is committed:

In the respect of fundamental principles of the Safeguard of both soil and underwater Cultural Heritage.

In the promotion of the cooperation among Countries as for Research purposes and for the safeguard of the above-mentioned Heritage.

In the respect of the legislation signed by the Countries signing the Convention concerning the treatment and the study of both soil and underwater Cultural Heritage.

8 Safeguard of the role of archaeologist.

IRIAE is committed to support, promote, and preserve the professional role of archaeologist all over the world, besides his professional dignity, preserving his rights and guaranteeing his duties.

Furthermore, IRIAE has also signed the Deontological Code sponsored by EEA (<u>European Association of Archaeologists</u>).



9 Italian legislation

Since presently IRIAE has its main office in Italy, in this paragraph it is underlined IRIAE adheres to the National legislation presently in force the Ministry of Cultural Heritage and Cultural Activities adheres to.

Furthermore, IRIAE supports and subscribes Deontological Codes National Trade Associations adhere to:

ANA (Associazione Nazionale Archeologi)

CIA (Confederazione Italiana Archeologi)

CNAP (Confederazione Nazionale Archeologi Professionisti)