Archive copy. Text published at https://www.incomedia.eu/policy/terms-objects_en.html, in effect until 15 November 2026 for new users and until 15 December 2026 for existing registered users. It is replaced by: Marketplace Terms of Use (https://www.incomedia.eu/policy/terms-marketplace_en.html), in effect from 16 November 2026 for new users and from 16 December 2026 for existing registered users.

Terms of Use for WebSite X5 Objects
(Last revised 21/12/2016)

1. Terms of Use
The "WebSite X5 Optional Objects" website (“Website”) belongs to Incomedia S.r.l., Via Burolo 22/A, 10015 Ivrea (TO), Italy (“Incomedia”), VAT ID: 07514640015 – C.C.I.A.A. 52501/1998 – Company Capital €20,000 f.p.u.

The Website is dedicated to the community of users of WebSite X5 software (the "User") and offers new Optional Objects for websites (the "Objects"), in addition to the default objects that are included in the program.
The Objects may have been created either by Incomedia or by independent authors (hereafter defined as “Authors”) and made available to download free of charge or on purchase.

The following Terms of Use regulate access to, and use of, the Website and the Objects published on it, and are in addition to the provisions included in the general Terms of Use that can be viewed on www.incomedia.eu/terms_answers. Please read both documents carefully before using the Website.

2. Conditions of use for downloaded and/or purchased Objects

2.1 Licence
Incomedia guarantees a limited and non-exclusive licence for the use of the Objects and any other product provided by and/or sold through this Website by Incomedia and/or other Authors, according to the provisions specified in the Terms of Use.

2.2 Guaranteed Limited Use
The Licence of the downloaded Object is linked to account of WebSite X5 Help Center.

2.3 Property Rights
The User cannot claim intellectual property rights or exclusive rights over any whatsoever of the Objects, modified or not modified, that are shown on the Website. All the Objects on the Website are the property of Incomedia or of the Authors who created them.

2.4 ABSENCE OF OTHER WARRANTIES

a. THE OBJECT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

b. Incomedia disclaims all other warranties on the Object, explicit or implied, including but not limited to warranties of saleability, fitness for a particular purpose and no infringement of third party rights. Some states/nations do not permit the exclusion or limitation of liability for incidental or consequential damages, therefore the above limitations or exclusions may not apply to you.

2.5 LIMITED LIABILITY FOR CONSEQUENTIAL DAMAGES

In no event shall Incomedia or its suppliers be liable for any damages whatsoever (including, but not limited to, incidental, direct, indirect, special and consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) that arise from the use of, or inability to use, the Object, even if Incomedia has been advised of the possibility of such damages or has received claims from a third party.
Incomedia's aggregate liability and that of its suppliers under or in connection with this agreement shall be limited to the amount paid for the licence.

2.6 Indemnification and Release

The User accepts to indemnify and release Incomedia and its affiliates and partners from all liability for damages, charges, costs and expenses (including reasonable professional and legal charges and legal expenses) due to or arising from the use of the Objects created by Incomedia and/or independent Authors and published on the Website.
In the event of claims and/or legal action caused by Objects submitted to Incomedia by an independent Author being brought against Incomedia, the latter reserves the right to reveal the identity of the Author and any other information concerning the same that may be in Incomedia's possession, in order to safeguard Incomedia's legal rights.

2.7 Policies for refunds and exchange of goods

The Objects purchased on this Website are intangible and irrevocable goods and, as such, Incomedia does not contemplate refunds once the goods have been consigned. Incomedia, therefore, does not guarantee refunds on purchased Objects, with the sole exception of the eventuality that the consigned goods do not correspond to the given description (each claim will be treated individually, with an agreement between the parties). In all cases, Incomedia may, upon request, replace a damaged Object with a fully-functional version of the same Object.

3. Conditions for the publication of an Object

In addition to accepting the general Terms of Use that are published on www.incomedia.eu/terms_answers, the Author also declares that:

a.

He/she has not assigned, and will not assign, rights to a third party, including (but not limited to) the rights to use Objects published on Incomedia's Website, that conflict in any way with Incomedia's rights.

b.

He/she has full legitimacy and all the required disclaimers signed by all claimants to grant Incomedia such rights.

c.

He/she has paid all expenses of any nature incurred when creating the Objects published on Incomedia's Website, including (but not limited to) payments owing to persons who have participated in their creation, and also including any royalties due for the HTML, CSS, JS, PHP, etc. code used in the Objects.

d.

The Objects created and published on Incomedia's Website do not contain direct/indirect and/or subliminal advertising or any other element that violates any laws, regulations or rights of any third party.

e.

3.1

He/she assumes full responsibility for the Objects and any consequence deriving from their transmission and /or publication.

3.2

The Author accepts to indemnify and release Incomedia and its affiliates and partners from all liability for damages, charges, costs and expenses (including reasonable professional and legal charges and legal expenses) made by any third party due to or arising from the use of the Objects created by the Author and published on the Website.

In the event of claims and/or legal action caused by Objects submitted to Incomedia by an independent Author being brought against Incomedia, the latter reserves the right to reveal the identity of the Author and any other information concerning the same that may be in Incomedia's possession, in order to safeguard Incomedia's legal rights.