



ARUBA.IT HOSTING GENERAL CONDITIONS OF CONTRACT

1) Subject

1.1 These General Conditions of Contract (referred to as, "General Conditions") regulate the conditions and the terms with which Aruba S.p.A. (referred to as, "Aruba"), located in Soci (Arezzo) 52010, Piazza Garibaldi n. 8 and Server Farm (Arezzo), Via Sergio Ramelli n. 8, supplies the Customer with the Aruba.it Hosting Service (referred to as, "Service"), with the technical features and financial conditions of the actual individual commercial offer chosen by the Customer, as indicated in the Order Form of activation request of the service (referred to as "Form"), filled in and forwarded online by the same Customer.

1.2 These General Conditions, drafted and executed in compliance and in accordance with the provisions contained in the legislative Decree 206/2005 (Code of Use) and in the Law L. 40/2007 (Urgent measures for the consumers protection, the competition promotion, the development of business activities and the birth of new companies); are of general validity and may be changed as required by subsequent provisions of the law and/or regulations.

1.3 The Service is provided by Aruba through the internet net with the modalities described online, in the even that and in the right in which it is in the date of the activation request, as uploaded in the institutional site <http://domains.aruba.it> and with the technical and financial features described therein, which the Customer, accepting the following General Conditions, expressly declares to know and agree. The offer of the aforementioned services is for an open-ended period, subject to the right of Aruba to suspend it or revoke it at any time; In any case, the contracts concluded before the abovementioned suspension or revocation will be respected by Aruba on the agreed conditions. Any further performances, compared to what defined in the offer, can be provided by Aruba only after specific request written by the Customer according to modalities defined each time.

2) Conclusion of Contract

2.1 The online transmission to Aruba of the Form is considered complete acceptance by the Customer of these General Conditions, as well as of the documents contents, the rules, the directions and procedures they refer to, even if indirectly.

2.2 The Contract is concluded when Aruba correctly and punctually receives the Form, filled in and accepted by the Customer in any part on the site <http://domains.aruba.it>, with the procedures provided for the conclusion of the contracts online, together with the receipt of the confirmation of the payment of the amount made for the type of service selected by the Customer, issued by the Subject considered as competent to carry out this procedure. It is agreed that, when 90 (ninety) days have passed from the order date, in absence of receipt from Aruba of the payment, under the above mentioned terms, the order will be cancelled, without any notice; the Customer agrees and accepts that he will not be entitled to make any claim towards Aruba and relieves Aruba as of now of any responsibility arising from the order cancellation. Any amounts received as payment from Aruba as regards a cancelled order will be refunded to the Customer with the conditions and terms described in the following Art. 3.5, used as the only reference also according to the possibility of loss of credit.

3) Amounts due and methods of payment

3.1 The payment of the corresponding amount of the Service ordered must be made by the Customer at the same time or after the forward online of the Form and, however, before the Service activation. The cost of the chosen Service is specified according to the prices in force at the time of the order and specified in the web page <http://domains.aruba.it>, and it differs according to the extension of the domain name selected and to any additional services ordered by the Customer, as specified in details at <http://hosting.aruba.it/offerte/LISTINO.asp?Lang=EN>. The due VAT will be applied to all the invoiced amounts that, together with any other fiscal charge resulting from the execution of the contract, will be paid by the Customer. In any case, the Customer releases Aruba as of now of any responsibilities arising from any money transactions or payments.

3.2 According to and for the purposes of article 52 paragraph 1 letter e) Legislative Decree 206/2005, the Customer agrees and accepts that the payment of the amount due for the chosen Service may be made using one of the methods indicated on the site <http://support.aruba.it/kb>, in the relevant suitable section. In case of payment with bank transfer, the Customer shall indicate clearly and correctly the order number of the purchased service in the "reason of payment"; in absence of a clear and correct information, Aruba will not be held responsible for the incorrect allocation of the payment for the Service ordered by the Customer and the latter will not be entitled to make any claim or demand compensation for damages and/or loss from Aruba, and however he declares to renounce to it as of now. However, the Customer can request to Aruba to use such credit for the purchase and/or the renewal of other Aruba.it Services, with the conditions and the terms specified in the following paragraph 5, used as the only reference also according to the possibility of loss of credit.

3.3 The Customer may not assert any right or raise any exception until a successful payment is made as indicated by the Contract and to provide suitable documentary evidence about it if requested by Aruba.

In case the payment of the price does not result valid or is cancelled or withdrawn for any reason by the Customer, or not made, confirmed or credited for the same Aruba, this latter reserves the right to suspend and/or interrupt the activation and/or supply of the Service immediately, in case such Service has been already activated, as specified in the following Art. 16 and if necessary to assign the domain name to another person, however the person that placed the order will still be obliged to pay the relevant fees and any charges due to the delay.

3.4 By accepting these General Conditions, the Customer explicitly agrees that the invoice will be sent and/or provided in electronic format.

3.5 In case the Customer has got some credits, for any reason, and not charged to any Service, they must be used by the latter to purchase or renew other Services provided by Aruba within and not after a period of 12 (twelve) months from the payment date, with the conditions specified on the site <http://support.aruba.it/kb>, in the relevant suitable section. When the above mentioned period has passed, without that the Customer have used such credit, this will be considered finally acquired and collected by Aruba and the Customer cannot claim its refund or use.

4) Activation and supply of the Service

4.1 The Customer agrees and accepts that the activation and renewal procedures of the Service will start when the Contract is concluded. Aruba will inform the Customer about the Service activation by email.

On activation of the Service, all the relevant usage rights will be transferred to the Customer, who will be considered the legal owner of the Service, as well as the only person responsible for its use, of the material and of the data, even personal, that may be processed through this Service.

4.2 Aruba reserves the right not to proceed with the Service activation and renewal, at her unobjectionable judgement, in the following cases:

- a) the Customer results to be unfulfilling towards Aruba or a Company of Aruba Group, even with regard to previous contractual relationships. In this case, the Service activation can be subordinated, at Aruba's discretion and after her communication, to the previous fulfillment of the preceding relationship;
- b) the Customer does not provide to Aruba the documents She has requested, or, however, He provides wrong details or which Aruba considers to be false;
- c) the Customer results registered in the National Defaulters File or subjected to executive procedures;

d) the Customer has been involved or subjected to executive proceedings;

e) there are technical, organizational reasons, or of any other nature, that obstruct the activation of the Service.

Aruba will provide to communicate to the Customer the failed activation or renewal of the Service, without being obliged to justify the reasons, and she will be obliged to refund the Customer the amount, that may have been received as payment, without any further charges. It is agreed that for such amount there will not be any interest charges. The Customer agrees and accepts to have only the right for the refund of the amount paid to Aruba and not be entitled to claim to Aruba any refund, compensation for damages or make any demands due to the failed activation of the Service.

5) Duration, renewal and termination of Contract

5.1 The Service Supply Contract will have a duration equal to the period chosen and indicated by the Customer in the order, starting from the date of the Service activation. When the expiration date is approaching, Aruba as mere courtesy and therefore by doing so does not undertake any obligation towards the Customer, will have the right to send a warning of the approaching expiration date with consequent termination of the service in case of non-renewal to the reference email accounts and/or to the email accounts associated to the domain.

5.2 On the expiration date established for the chosen Service, the Service and any Additional Services will be disconnected and the Contract will cease to be of effect, subject to renewal to be made at least 15 (fifteen) days before the date of expiration, by sending the relevant online renewal order and the payment of the amount, according to the rates and the conditions of contract in force at the time of renewal. For the purposes of the above, the contract will be renewed for the period of time chosen by the Customer when placing the order.

In case the renewal, requested by the Customer within the above mentioned terms, is not carried out due to causes not attributable to Aruba, this latter will be obliged to refund the Customer the double amount of what may have been received as payment for the renewal request of the domain name, without any further charges. It is agreed that for such amount there will not be any interest charges. The Customer agrees and accepts to have only the right for the refund of the above mentioned amount and not be entitled to claim to Aruba any refund, compensation for damages or make any demands.

In case the renewal of the contract is required during the 15 (fifteen) days before the date of expiration, Aruba does not guarantee that the relevant procedures end successfully; therefore, the Customer relieves Aruba as of now of any responsibility about it, included therein any visibility problems or of other nature that may occur following the expiration of the Service not renewed within the contractual terms. The orders arrived to Aruba after the expiration date of the contract, will be considered as new orders, even if they have got the same subject of those already expired, and the relevant services will be considered as new activations.

5.3 A failure to renew, gives Aruba the right to enter the notice "Domain expired" on the home, and at her own discretion, to renew the maintenance of the domain name through the competent Registration Authority, for one year or more, maintaining unchanged the registration details. It is agreed that in this case all the services associated to the domain will however be disconnected (for example: hosting, email, any additional services) and in the homepage of the domain a webpage will be displayed containing advertising messages.

The Customer, may re-obtain the domain and the related services, using the methods and under the conditions published on the website <http://domains.aruba.it>, providing with the payment of the services which you would like to activate as well as with the same amount of one year of service for each year in which Aruba maintained active the domain name registration after the Service expiration. It is agreed that a failure to pay what above mentioned, the Customer cannot obtain the Service availability. The contract will always have the same duration as selected in the order, but in any case, the first year will be equal to the period which remains up to the date of expiration of the domain with the Registration Authority. The Customer maintains however the right to request the cancellation of the domain name at any time by sending explicit written communication to Aruba, to the address Aruba S.p.A., Piazza Garibaldi, 8 - 52010 Soci (AR) Italy, by registered letter attaching a copy of personal identification and all the documents necessary for the cancellation of the domain with the competent Registration Authority and indicated on the site <http://support.aruba.it/kb>, in the relevant section.

5.4 In case the Customer transfer the domain name to another Provider/Maintainer, before the Service expiration, this Contract will no longer be valid once the transfer procedure is completed, in case this procedure will term before this expiration date; on the contrary, the Contract will be concluded in the date previously agreed. It is explicitly excluded any possibility of refund from Aruba towards the Customer for the period He has not used the Service.

5.5 At the end of the contractual relationship, due to any cause (by way of example, starting from the expiration, fulfillment or cancellation term, or transfer of the domain name to another Maintainer/Registrar) the Customer and Aruba will be released from the mutual obligations, the Service will be disconnected and the accesses disabled, and therefore it will be no longer possible to access and use it.

For this reason, the Customer is expressly obliged to make, before the contract expiration, at his sole responsibility and expenses and with the appropriate support, copy of the details and/or contents eventually entered on the servers, included therein the contents of the email account associated to the domain, because Aruba does not guarantee their retrieval after the contract expiration and assume any responsibility about it. In any case, the Customer as of now, assumes all responsibility with regards to this, and undertakes to indemnify and hold harmless Aruba from any responsibility and/or compensation for damages connected to the Service deactivation and/or the possible loss, total or in part, of details, information and contents placed on the site of the corresponding interested domain at the expiration time of the contract.

6) Authentication Credentials

6.1 The access to the Service is allowed by using an identification code (UserID) and a keyword (password) assigned to the Customer by Aruba and emailed to him/her to the reference email address indicated during the order process. The Customer is obliged to store and use said codes in a secure manner, to change the password every week for greater security, not to transfer the management codes to Third Parties and therefore taking responsibility for their safekeeping. In this regard, the Customer agrees and accepts that the disclosing the abovementioned codes to Third Parties could allow the unlawful use of his/her services. The Customer agrees and accepts that he/she will be liable for any damage caused to Aruba and/or to Third Parties as a result of disclosing, or rather allowing the use of, the password and/or UserID to Third Parties, also depending on the nonconformity of the above. Furthermore the Customer undertakes to inform Aruba immediately in writing of any theft, loss or misplacement, that is appropriation of the abovementioned codes for any reason by Third Parties.

6.2 The Customer agrees and accepts that Aruba reserves the right to periodically change the management codes associated to the domain (login and password) and that the new data will be communicated to the Customer by email, sent to the reference email account indicated in the order.

7) Service Features

7.1 The Aruba.it Hosting Service, may consist of, based on the type of service chosen when making the order, the registration, maintenance (renewal) and/or transfer of the domain name indicated by the Customer through the competent Italian or foreign Registration



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Authorities, according to the extension selected, as well as to the supply of the services which the Customer wants to associate to the domain name, and properly specified during the order. The supply also includes the necessary bandwidth for the visibility of the website; in this regard the Customer agrees and accepts that, as the bandwidth is shared between more users, in the case of continuous use of the bandwidth or network congestions, the same can suffer some limitations or slowing down. The domain names which can be registered with Aruba.it services are specified at the page <http://domains.aruba.it/>, while the procedures which regulate and determine the particular conditions which allow or not the successful assignation of a specified domain name are described at the page <http://support.aruba.it/kb/>, in the proper section dedicated to it, as well as in the institutional site of the competent Registration Authorities, which the Customer, accepting these General Conditions, declares to know and accept, used as the only reference.

7.2 The Customer agrees and accepts that Aruba provides with the registrations of domain names according to the chronological order of the received requests, on condition that they are sent together with the payment receipt of the service cost, issued by the Subject considered competent to make such procedure, and with the necessary documents for the registration. It is agreed that, and the Customer takes note and accept:

a) Aruba accepts an obligation of means and not of result, therefore a successful registration is subject to its acceptance by the competent Registration Authority for the selected extension;
b) domain names which appear to be available may not be in reality, due to the fact that they are in the process of being registered from Third Parties but not yet entered in the database of the competent Registration Authority, therefore the Customer accepts as of now to relieve Aruba from any responsibility and/or request for damages for such circumstances;

c) Aruba cannot be held responsible of syntactical and/or semantic error contained in the details communicated to her by the Customer;

d) Aruba shall not be liable and cannot under any circumstance take responsibility for the resolution of disputes and/or contestations which arise regarding the assignation of a domain name, which must be held by the Judicial Authority and/or by other Authorities determined by the policy provided by the competent Registration Authority, and subjected to the relevant proceedings which result cannot be in any case due to Aruba who, therefore, is relieved as of now of any responsibility about it.

Furthermore, Aruba, cannot be held responsible as of now for any modification made by the competent Authority to the registration procedures or to the relevant Naming regulations;
e) the registration of a domain name does not determine the attribution of any right for the same domain name and Aruba is not obliged to know or check the existence of any rights (by way of example, copyright, trademarks etc.) on the domain name whose registration or transfer is requested by the Customer, who accepts as of now to relieve Aruba from any responsibility and/or involvement in such circumstances.

7.3 The Customer, in any case, within 15 days of the date of activation of the Services will be obliged to check the accuracy of his/her information in the database of the Competent Authority for the chosen extension; if the Customer does not make any objections concerning the accuracy of the information within this period of time, these will be considered as correct.

7.4 The Customer agrees and accepts, in order that the procedures regarding the registration, renewal, transfer of the domain name and other requests concerning it (by way of example, change of the registrant, change of his/her details), included the activation of any Additional Services, have got a successful conclusion He has to observe the procedures described on the support site <http://support.aruba.it/kb/>, in the proper section dedicated to it, which the Customer declares to know and accept, used as the only reference, and which procedures differ according to the extension of the domain subject of the Customer request and the type of operation which this latter wants to submit to Aruba. Only if the Customer carries out correctly and timely the described fulfillments of the above mentioned procedures, Aruba is allowed to perform the request received; actually, failed the receipt of the documentation specified therein, Aruba cannot carry out the operations required by the Customer and must suspend the relevant procedure, until She has received all the correct documentation.

In the event that the procedure concerning the forwarded request needs the Competent Registration Authority cooperation, Aruba will send the request to this latter; in case the requested procedure is not successful, Aruba reserves the right, if technically possible in the sole interest of the Customer and without undertaking any obligation as for it, to repeat the operation three times, failed these attempts, without acceptance, the documentation will be considered expired and the Customer must promote from the start the relevant procedure, in case it is still of his/her interest, also providing again with the payment of the corresponding amount.

It is understood that the Customer agrees and accepts that He/She may not claim anything towards Aruba for the failed successful end of the procedure, which cannot be attributed to Aruba (by way of example, for a failure of the Customer to send the necessary documentation to carry out the requested procedure). Unless otherwise provided on the site <http://support.aruba.it/kb/> in the relevant section, after 12 (twelve) months from the date of the request, if the conditions that caused the procedure to fail remain unchanged, said procedure will be considered expired and Aruba will retain and collect the amount paid by the Customer, as provided by the previous Art. 3.5c. In case the Customer may apply to suspend the procedure promoted, integrate or modify the request forwarded, He/She must send to Aruba a proper request, He/She has subscribed, together with a copy of a valid ID.

7.5 It is understood that, and the Customer agrees and accepts that the Service provided by Aruba does not include any backup and/or the preservation or storage of copy of data and/or material entered by the Customer in the internet net and/or in the web space he has been provided and/or of the messages which are stored or pass on the email account/s created by the Customer and associated to the Service. For this reason, the Customer periodically is obliged to make, at his sole responsibility and expenses, and with the appropriate support, copy of the above mentioned details. Therefore, the Customer is expressly obliged to make, at his sole responsibility and expenses, a backup copy, to store in a separate place, of the details entered and processed through the Service, even in the event that, for such data, he has purchased from Aruba the backup Additional Service, accepted that, although the use of the backup service reduces the risk of data loss and allows the Customer to obtain a copy of such data more easily, the backup may however be incomplete and/or missing. For these reasons, the Customer agrees and accepts that, in case this event occurs, Aruba is only obliged to refund the Customer double the amount paid for the purchase of the backup service and that he cannot claim towards Aruba any other demand, refund and compensation for damages or of other type, and relieves Aruba, as of now, from any responsibility in case of possible loss, total or in part, of details, due to any cause.

7.6 The Customer agrees and accepts that Aruba reserves the right to send informative messages to the reference email accounts entered in the order and to the email accounts connected to the domain name.

8) Change of Service

The Customer may request to change the activated Service, within the possible provided solutions, with the conditions and the terms indicated on the website

<http://support.aruba.it/kb/>, which the Customer declares to know and accept. In this case the Customer is obliged to, before requesting change of service, make a copy and/or backup and/or save any backup copy, provided by Aruba (through the relevant Additional Service), of the data and of the material used for the Service in question at his/her own risk and expense. Following the change of service, in fact, the backup copies provided in with the Additional Service will no longer be available and Aruba does not guarantee the recovery of such copies and of the material, of the content used by the Customer through the changed Service. The Customer, therefore, relieves Aruba as of now of any responsibility in case of total or partial loss of data, for any reason and agrees and accepts that he/she will not be entitled to make any claim or demand compensation for damages from Aruba.

9) Additional Services

Together with the registration, transfer or renewal of a domain name, or after, the Customer has the right to purchase, by placing an order online and paying the relevant fee, also one or more of the Additional Services indicated on the website <http://domains.aruba.it/>. The Customer agrees and accepts that the additional Services are provided under the conditions, the terms and with the technical and financial characteristics indicated at <http://domains.aruba.it/>, and on the support websites <http://support.aruba.it/kb/> and <http://vademecum.aruba.it/>, in the relevant sections, which the Customer declares to know and accept, used as the only reference. It is agreed that the abovementioned Services, regardless of their date of activation, have the same expiration date as the domain name to which they are associated, with the exception of the KeyPosition and SmsTarget service which have a different duration, as indicated on the websites <http://keyposition.aruba.it/> and <http://smstarget.aruba.it/>. The supply of the Additional Services is regulated by these General Conditions, with the exceptions of the Certified Email service (PEC) which is regulated by the General Conditions of Contract of the PEC service – Certified Email (found at <http://hosting.aruba.it/infoavvisi.asp?Lang=EN>), used as the only reference.

10) Functions of the Services

10.1 The Services (including the additional services) will normally be available 24 (twenty-four) hours a day; however, the Customer agrees and accepts that Aruba may suspend and/or interrupt said Service in order to carry out standard or special maintenance work that may be necessary both to the premises of the Server Farm, and to the servers and/or any equipment. In such cases, Aruba undertakes to carry out the said work in as little time as possible and restore the Services in order to reduce the inconvenience caused to the Customer. The Customer agrees and accepts that he/she will not be entitled to make any claim or demand compensation for damages from Aruba for any unused Service period.

10.2 The Customer agrees and accepts that Aruba does not guarantee that the ordered Services adapt perfectly to particular purposes or in any case to the Customer's needs. Any explicit or implicit guarantee is excluded insofar as it does not contrast with the laws in force.

Neither Aruba, nor any of its licensees, employees, staff or agents, guarantee the suitability of the services, object of this agreement, for any specific function. Aruba, or whoever may have participated in the development and the supply of the services in question, cannot be held responsible for any (direct or indirect) damage related to the use of the services offered or to the interruption of their correct functioning. Furthermore, for the specific structure of the network, in which many entities are included, no guarantee can be given for the uninterrupted usability of the Service.

10.3 The support for the Service is carried out according to the conditions indicated on the website <http://domains.aruba.it/>. The Customer undertakes to communicate to Aruba of any malfunction or failures in the Services right away or in any case not after 24 (twenty-four) hours. Any damage caused by a delayed communication will be considered the Customer's responsibility.

11) Service modifications and changes to the conditions of the offer

11.1 The Customer agrees and accepts that the Services, object of this contract, are defined by constantly evolving technology, for these reasons Aruba reserves the right to modify the technical features of the Service and to change the conditions of the offer at any time and without warning, when this becomes necessary due to technologic evolution and to supply and/or organisation requirements. It is agreed that the contracts concluded before the modifications or changes will still be fully accepted and respected under the agreed conditions.

11.2 If Aruba changes these General Conditions, such changes will be communicated to the Customer by e-mail or publication on the website <http://domains.aruba.it/>. The abovementioned modifications shall come into effect after 30 (thirty) days from the date of communication. Within the same term the Customer has the right to withdraw from the contract with a written notice sent by certified email (PEC) to the address ufficiolegale@pec.aruba.it or by registered letter with return receipt to Aruba S.p.A., Piazza Garibaldi n. 8 – 52010 Soci, Arezzo - ITALY. Should this right not be exercised, within the abovementioned terms and conditions, the modifications will be considered acknowledged and accepted.

11.3 Aruba reserves the right to, at its unchallengeable judgment, change the features of its system, and structure. Aruba will not be held responsible for any direct or indirect damage, resulting from the activation and/or interruption of the service and any additional service.

12) Transfer of the Contract

The Customer may not transfer the contract, entirely or in part, nor the rights and/or the obligations arising from it, to Third parties, without following the procedure indicated at <http://support.aruba.it/kb/>. The Customer gives consent, according to article 1407 c.c., so that Aruba may transfer the Contract to Third parties and/or transfer his/her rights and/or obligations arising from the Contract, entirely or in part, to Third parties.

13) Industrial and/or intellectual property rights

13.1 Aruba authorises the Customer to view and download the material available at <http://domains.aruba.it/>, only for personal use and not for commercial purposes, seeing that Aruba is the sole owner of all the Italian and international intellectual and industrial property rights of any nature. In any case, the Customer is not authorised to use the material contained in the website for aims other than those indicated above.

13.2 Any material which forms the subject of intellectual and/or industrial property rights in favour of Third parties and that is put at the disposal of the Customer through the supply of the Service, shall be used by the Customer in observance of such rights. The Customer as of now, assumes all responsibility with regards to this, and undertakes to indemnify and hold harmless Aruba from any prejudicial consequences that may derive from a type of use that is not conforming to the abovementioned regulations.

13.3 If the Customer violates the industrial or intellectual property rights of Aruba and/or of Third parties, Aruba reserves the right to terminate the contract according to the following article 19.

14) Customer Details

14.1 The Customer undertakes to communicate to Aruba his/her personal details necessary for the complete and proper execution of the contract; he/she also assures that, the abovementioned details are correct, updated and accurate and that they allow to identify his/her true identity. The Customer undertakes to inform Aruba of any change in the personal details, promptly and in any case within 15 (fifteen) days from the date of said change using the methods indicated at <http://domains.aruba.it/>, and to provide at any time, upon request of Aruba, adequate proof of his/her identity, of his/her address or residence and, if necessary, of his/her capacity of legal representative of the juridical



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person, applicant or owner of the Service. Upon receiving the abovementioned communication, Aruba may request further documentation from the Customer aimed at proving the communicated changes.

If the Customer neglects to send the abovementioned communication or to provide the requested documents, or in case he/she provides Aruba with false information, which is not valid or incomplete, or which is considered as incorrect by Aruba, Aruba reserves the right to:

- reject the request sent by the Customer concerning operations to be carried out with reference to the Service;
- suspend the services with immediate effect, without warning and indefinitely;
- cancel and/or interrupt any modification work of the details associated to the Service without warning;
- terminate the contract, according to the following Art. 19, keeping the amount paid by the Customer as a penalty.

In any case Aruba has the right to request from the Customer compensation for any extra costs incurred, and it is agreed that the Customer may not claim any refund, compensation and/or damages from Aruba, for any unused Service period.

14.2 The Customer agrees and accepts that in order to register a domain name he/she is required to enter his/her personal details in a publicly accessible register, kept by the competent Registration Authority for the chosen extension.

15) Obligations, unauthorised use and responsibility of the Customer

15.1 The Customer shall obtain, at his/her own risk, expense and responsibility, all the equipment (by way of example only, telephones, equipment for transmitting and processing data and program) necessary to access use the Service. The Customer shall use equipment and devices approved according to European Standards, in perfect working order and in such a way as not to cause any interference and/or damage to the Service or other.

The responsibility for the use of said equipment and of the Service is solely of the Customer who agrees, as of now, to hold Aruba harmless, as of now, from any consequent cost, loss, injury or damage that it may incur for the abovementioned actions. Aruba, in fact, does not guarantee the compatibility of the equipment and of the programs (hardware and software) used by the Customer with the Service, as all relevant verifications are solely the Customer's responsibility.

15.2 The use of the Additional Services and the applications provided by Aruba, and possibly installed by the Customer, if the type of Service ordered by the latter allows its installation, is performed under the full responsibility of the Customer who, therefore, with particular reference to said applications, agrees and accepts that:

- the applications provided by Aruba may not be compatible with other applications already installed by the Customer and/or may not be suitable and appropriate for the activities he/she perform; therefore, the Customer, relieves Aruba as of now of any responsibility in this regard;
- the responsibility for the choice, the use, and any incompatibility of the applications provided by Aruba is and remains with the Customer who declares, as of now, to relieve Aruba from any responsibility in this regard.

15.3 The Customer agrees and accepts that with the request of registration of a domain name, He declares to have the right to use and/or the legal availability of the domain name requested and not to prejudice, with this registration request and/or with the selected domain name, rights and/or interests of third party taking, exclusively, any consequent responsibility, as well as any other responsibility which arises from the ownership, the use, the management and the contents of the above mentioned domain, relieving as of now, Aruba from any responsibility which should be objected from anyone as a consequence of the supply of the service connected to the above mentioned domain name.

The Customer is obliged and undertakes to use the Service in accordance compliance with what stated in these General Conditions, in the institutional website, in obedience to the laws in force, to the rights of Third Parties, to the moral law and public order. It is understood that, and the Customer agrees and accepts that, Aruba cannot be held responsible of the contents of the information the Customer uploads on the internet net, through the Services She has provided, and Aruba does not take any responsibility for the damages suffered by the Customer, Himself and/or Third Parties, directly or indirectly, following the use of the provided services.

15.4 By way of example only, the Customer is obliged:

- to use the Service in accordance with the intellectual and/or industrial property rights of Aruba or of Third parties and to guarantee that any material which he/she may put on Internet, even through the services provided by Aruba, is legally in his/her possession, is not in contrast with binding regulations, does not violate any copyright, trademark, patent or any other rights of Third Parties or of Aruba, protected by law or the contract. Any material protected by copyright can be put on internet only if the Customer receives rights of use from the actual holder of the relevant copyright and is able to prove the source;
- not to use or allow third parties to use, directly or indirectly, the Service against the moral law and public order, with the intension of breaching the public or private peace, causing offence, or direct or indirect harm to anyone, included himself/herself (by way of example only: it is forbidden to place on the web space, dialers or material or extract of material concerning paedophilia or racism or extremism, whereas pornographic material may be included only in observance of the relevant laws e.g. in special reserved areas created by the owner of the website available only to adults through the use of a password provided by the owner of the website once the age of the applicant has been verified), or however to contravene or cause to contravene directly or indirectly the Italian laws in force, or furthermore which could damage, anyway, the image of Aruba and the trademark of her property;
- to keep the access codes related to the domain (login e password) confidential and not to transfer them to third parties, therefore taking responsibility for their safekeeping towards Aruba and Third Parties, and to change his/her password at least every three months relieving Aruba from any responsibility in case of legal action, loss or damage (including legal expenses and fees), suffered by anyone, arising from non-compliance of the same Customer of what stated about storage, modification and safekeeping regulations for said passwords;
- to use any purchased web space provided by Aruba exclusively to publish the website and not as a repository, as a tool to store files and/or material which may be downloaded from other websites;
- not to carry out, through the service provided by Aruba, any actions intended to violate or attempting to violate the computer systems and/or the security of Aruba or Third Parties network, and/or the confidentiality of private messages, or however any actions intended to damage the integrity of resources belonging to others or to cause direct or indirect damage to anyone (by way of example only, by using pirate software, cracks, key-generators, serials, any type of computer attacks including DOS attacks, viruses or other harmful components);
- not to participate in any attempt to violate the computer systems and the security of the network of Aruba or third parties through the service provided by Aruba which may lead to civil and/or criminal responsibility;
- not to access the systems, networks and/or information of Third Parties, without their consent, by scanning/probing, carrying out vulnerability tests, attempts to violate security or authentication measures;

h) not to create dangerous and/or unstable conditions and/or other technical problems resulting from programming activity and/or methods of use which could affect the quality of the service of the Customer or of other Customers so as to cause damage to them, to Aruba and/or to Third Parties;

i) not to publish websites containing game of chance, online casinos or in any case content not in accordance with the provisions of law 401/1989 and subsequent amendments and integrations, in the absence of the necessary consent required by the laws in force. In this case the Customer is obliged to send to Aruba, before publishing the abovementioned contents, a copy of the concession, consent, licence or other proof of authorisation. It is agreed that should Aruba become aware of websites or links (hypertext links) to other websites for which the abovementioned authorisation has not been granted, Aruba reserves the right to suspend the service until the required documents have been provided, without any possibility of refund and/or compensation of damages for the unused service;

l) not to offer information to the public (textual or graphic) which could damage the image of Aruba through the provided services;

m) not to carry out spamming or equivalent actions (for the definition of spam see Set of Guidelines for Mass Unsolicited Mailings and Postings – spam, [ftp://ftp.nic.it/rfc/rfc2635.txt](http://ftp.nic.it/rfc/rfc2635.txt)), and not to enter, upload or send any program (virus, trojan horses etc), not to transmit or spread any material which contains virus, other codes, files or programs created to jeopardize, interrupt, destroy or limit the proper functioning of the network, the software, the hardware or of the broadcasting system of Aruba or of Third Parties ;

n) not to carry out phishing or equivalent illegal actions which are intended to take personal details or other confidential information from users (by way of example only: access codes, passwords, userID);

o) not to use unauthorised applications and/or scripts. The list of the unauthorised applications and/or scripts, constantly and continuously updated, is available at <http://support.aruba.it/kb>. It is agreed that should Aruba detect an application and/or script, even if not included in the abovementioned list, that causes server malfunctions, (by way of example only: in the case of corrupt .mdb database or that does not respect the best conditions of use indicated at <http://support.aruba.it/kb>), Aruba reserves the right to intervene as it sees appropriate so as to resolve the malfunction;

p) not to store sensitive information and/or legal information on the website, in case the Customer has purchased a service with web space;

q) to take responsibility for the information placed on internet, in case the Customer has purchased a service with web space;

r) to process, and make their staff or collaborators process as confidential all the data and/or information received, known or managed for or resulting from the supply of the Service;

s) not to publish websites containing newspaper headlines and not to consider and/or indicate Aruba as editor and/or printer without any estimate and the written consent of Aruba, in case the Customer has purchased a service with web space;

t) to know and accept normal good practice in the use of the network, contained in the document "Netiquette", published on the website of Italian Naming Authority (www.nic.it/NA/netiquette.txt), of which the Customer declares to know and accept, as well as all the regulations contained in the policy of Aruba, which can be found at <http://support.aruba.it/kb>;

u) to observe the rules contained in the policy provided by the competent Registration Authority for the domain name extension selected, uploaded on the relevant institutional sites (by way of example, we remind to the ICANN URDP policy, <http://www.icann.org/en/dndr/udrp/policy.htm>, and to the ccTLD ".it" Registry Policy, <http://www.nic.it/legale/regolamento-dispute-e-linee-guida-legali>), of which the Customer declares to know and accept entirely the contents and which they dispose and provide.

15.5 In case of violation or possible violation of one or more of the abovementioned obligations, Aruba will have the right to intervene as She retains to be appropriate in order to cancel, if possible, the violation or possible violation and its effects, and to suspend and/or interrupt and/or disconnect the access to the Service, immediately and without any notice, also reserving the right to terminate the contract pursuant to the following article 19 and withholding the amount paid by the Customer as a penalty, except for claim of compensation for any extra costs incurred. The Customer agrees and accepts that he/she will not be entitled to claim any refund, compensation or damages from Aruba for the measures that She has deemed necessary. In any case the Customer, as of now, takes all responsibility for the above violations and commits, to relieve Aruba from any prejudicial consequence, from any loss, damages, responsibilities, costs, obligations and expenses, included legal expenses, which must be paid or met by Aruba as a result of any non-fulfilment of the Customer to the obligations he/she has undertaken and to the guarantees he/she has provided with the acceptance of these General Conditions, or however connected with the entering of information on the internet through the Service provided by Aruba, even in case of compensation for damages claimed by Third Parties for any reason.

15.6 The Customer agrees and accepts that in the event of dispute with Third Parties over the registered domain name, the content of the website and/or the relevant email accounts, Aruba reserves the right to suspend the service and/or disconnect the access of the Customer and/or remove the material, subject of dispute, entirely or in part, until such dispute has been resolved, without any possibility of refund or compensation of damages or responsibility of Aruba for the unused service during the service suspension and/or for the removal of said material. In case, when the expiration date of the Service is approaching, Aruba was not informed about the dispute resolution, Aruba reserves the right to renew, at her discretion and as mere courtesy, and therefore by doing so does not undertake any obligation towards the Customer or Third Parties interested, the registration of the domain name through the competent Authority for one or more years, however maintaining the measures previously taken. It is agreed that, after the final dispute resolution, who results to be the legal assignee of the interested domain name from the dispute must provide to make the payment to Aruba of the renewal price or of the renewals She has carried out during the dispute, even if the assignee has not use it.

The Customer agrees and accepts that after a failure to pay what mentioned, Aruba will not cancel the measures taken and the Customer cannot obtain the Service availability. In case Aruba, during the dispute, does not consider to proceed with the renewal of the domain name, the Service will be finally disconnected. It is agreed that Aruba cannot be held responsible for the unused service due to the measures, even of the Service suspension, taken by the same after the dispute.

In case, during the suspension period, the Customer promotes the procedure of change of Provider/Maintainer, Aruba declines any responsibility in this regards; actually, the measures which Aruba can take during a dispute have as subject the Services provided by the same Aruba and associated by the Customer to the domain, but not the same registration of the domain to the competent Authority; therefore, these measures, are not proper to prevent the actual assignee of the domain name from carrying out provisions for the domain such as, for example, its transfer to another Maintainer, which are neither controlled nor managed by Aruba, but from any new Maintainer.

16) Cases of suspension and/or interruption of the Service

16.1 In addition to the events provided in the clauses of these General Conditions, Aruba is entitled to suspend and/or interrupt the Service at any time and without notice:

- if Aruba, at its unchallengeable judgment, has reason to believe that the Customer has violated the conditions set out in Art. 15;



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b) in case of failure to the network and service supply equipment due to a random event or to unavoidable circumstances, as well as in the event of modifications and/or maintenance which is not programmable and/or foreseeable and technically indispensable;

c) in case of damages and malfunctions of the machines and the software, belonging to either Aruba or its suppliers, or in case of activity and/or inactivity of these devices due to the Customer equipments;

d) in the occurrence of motivated security reasons and/or protection of confidentiality;

e) in the event of failure and/or malfunction which could result in danger to the network and/or to Individuals;

f) if the Customer uses faulty or unapproved devices, or devices which indicate malfunctions which could damage the integrity of the network and/or disrupt the Services and/or create a hazard for the safety of others.

Aruba may request that the Customer make changes/replacements which may be required for technical and/or operational reasons.

In case of Customer inactivity, Aruba shall charge the Customer the cost for the replacement or repair carried out.

16.2 The Customer agrees and accepts that, in any of the cases listed above, and in any case of suspension and/or interruption of the Service, even not due to Aruba, the latter shall not be liable in any way towards the Customer or anyone for non availability of the Service, not guaranteeing in any case the continuity of the Service, the integrity of the data which is stored or submitted through the Aruba system and/or by Internet. Therefore the Customer agrees and accepts that he/she will not be entitled to claim any refund, compensation and/or damages from Aruba for the suspension and/or interruption of the Service occurred, and he/she also relieves Aruba, as of now, of any responsibility.

17) Limitations of Liability of Aruba

17.1 The Customer shall enter the information in the web space and later spread it on the internet, through the use of the Services of Aruba.it, at his/her own risk. The Customer acknowledges that the internet is not controlled by Aruba and that, due to its peculiar structure, no public or private entity nor Aruba is able to guarantee and monitor the performance and the functioning of the different parts of internet and check the contents of the information that is sent through his/her personal network. For this reason the Customer agrees and accepts that Aruba shall not accept any liability for the transmission or receiving of illegal information of any nature.

The Customer undertakes to indemnify Aruba for any action of responsibility carried out by Third Parties in relation to violations of national or international laws made by the Customer. The Customer shall bear all the costs, claims for damages and taxes, as well as any legal expenses, which may arise from such actions of responsibility and undertakes to inform Aruba if any action of responsibility is initiated against it.

17.2 It is agreed that Aruba does not guarantee the Customer or Third Party about the Service fitting to particular purposes. Aruba shall not be charged with any liability, if the supply of the Service, with the specific features requested by the Customer, is conditioned by the action of a Third Party (by way of example only: Aruba's supplier).

17.3 The Customer, relieving as of now Aruba from any responsibility, agrees and accepts that:

a) the use of the services supplied together with other infrastructures (national and international) is limited to the borders and by the regulations established by the providers of such services, as well as by the laws in force in the countries hosting said services and by the relevant international laws;

b) technical interruptions of the services may occur due to failures and malfunctions of the machines and the software, belonging to either Aruba or its suppliers;

c) the same nature of Internet, where a lot of subjects are involved, cannot guarantee the constant availability of the service and/or any web space from anywhere in the world and/or the delivery and receiving of information and email messages, least of all guarantee the confidentiality and privacy of such emails;

d) the actual speed of the Internet connection depends on the level of network congestion, on the quality of the access network and on the systems of the Customer, Aruba, therefore, cannot guarantee the availability of nominal speed.

e) the use of the internet services towards other internet nodes, not run by Aruba, shall be subject to the limitations and the responsibilities established by each service provider and it must be carried out in compliance with the laws in force in the countries which host the abovementioned nodes and services, with the related international regulations, as well as with the use regulations of networks and nodes in question.

17.4 Aruba undertakes to ensure the best functionality of the system, but it does not take any responsibility both towards its Customers and towards Third Parties for delays, malfunctions, suspensions and/or interruptions in the supply of the Service due to causes not attributable to Aruba, by way of example only:

a) random event and unavoidable circumstances;

b) act of third parties (by way of example only: unauthorized publication by third parties of the texts entered by the Customer in any message area, public or private);

c) malfunction or nonconformity of the connection systems which the Customer is provided with or he/she uses;

d) tampering or interference with the service or the equipment by the Customer or by Third Parties which have not been authorised by Aruba;

e) incorrect or nonconforming use of the Service by the Customer, according with these General Conditions or with the conditions indicated on the websites <http://domains.aruba.it> and <http://support.aruba.it>, or however non-fulfilment by the Customer;

f) damages and malfunction of the machines and software, owned by Aruba or by her providers.

It is agreed that in such cases, Aruba shall not be liable for any loss, damage or injury caused to the Customer or Third Parties and/or they had suffered, which may be direct or indirect, foreseeable or un foreseeable, among them by way of example only, economical/financial loss, loss of business, of proceeds and of profits and/or goodwill; therefore, it is agreed that the Customer may not claim any refund, compensation and/or damages from Aruba.

18) Confidentiality

Aruba and the Customer both commit to treat the data or information known or managed for or resulting from the Service supplied by Aruba as confidential.

19) Express Cancellation clause

This contract will be considered cancelled, according to and for the purposes of article 1456 of the Italian Civil Code, if the Customer:

a) transfers all or part of the contract to third parties, without complying with the procedures provided by Aruba;

b) does not fulfil or has not sufficiently fulfilled the obligations towards Aruba, even for any other services different from the subject of this contract;

c) does not pay the amount due, and the service, in the meanwhile, has been activated even notwithstanding the provisions of the Art. 4;

d) acts or present himself/herself as an agent of Aruba;

e) has been declared insolvent or has been involved or subjected to executive proceedings;

f) uses the services in ways other than those set out by Aruba or rather not in the way that is authorized by Aruba;

g) violates the regulations set out in article 14 and 15 of these General Conditions.

In the abovementioned cases, the cancellation takes place by right by unilateral declaration of Aruba, which will be sent by registered letter or certified email (PEC) to the Customer to one of the addresses he/she has indicated during the order of the Service, in consequence of which Aruba will be entitled to interrupt the Service immediately without warning. In this case, the Customer agrees and accepts that the amount paid will be retained by Aruba as a penalty, unless he/she shall be obliged to pay compensation for any extra costs incurred, with no right to claim any refund, compensation and/or damages for the period of unused Service.

It is agreed that the abovementioned cancellation by right operates without prejudice for the other cases of cancellation, and in general for the other protection tools, provided for by law, included therein the actions aimed at getting compensation for any damages suffered by Aruba.

20) Withdrawal

20.1 In general the early cancellation of the contract by the Customer is not permitted, except for the cases of withdrawal clearly indicated in the following paragraph 2. In the case of unlawful termination, withdrawal or cancellation by the Customer, Aruba has, as of now, the right to withhold the amount paid by the Customer as a penalty, except for claim of compensation for any extra costs incurred.

20.2 Il Cliente, che sia qualificabile come "consumatore" ed identificato, ai sensi dell'art. 3 del D.lgs. 206/2005 (cd. "Codice del Consumo"), nella persona fisica che agisce per scopi estranei alla propria attività imprenditoriale o professionale, avrà facoltà di recedere dal presente Contratto con le modalità indicate al successivo Art. 22. The Customer, that may be defined as a "consumer" and identified, according to article 3 of the Legislative Decree 206/2005 (cd. "Code of Consumption"), as a natural person who is acting for purposes which are outside his/her business, is entitled to withdraw from this Contract as indicated in article 22 below. The Customer agrees and accepts that, such withdrawal right is only available, according to the Legislative Decree 206/2005 and the L. 40/2007, to Customers that can be qualified as consumers.

20.3 Aruba reserves the right to withdraw from the Contract at any time and for any reason, providing a written notice to the Customer, with a warning of at least 15 (fifteen) days, by registered letter or alternatively by certified email (PEC), except in the case of events caused by acts of God, in virtue of which Aruba reserves the right to withdraw from this contract with immediate effect. Once the abovementioned term has passed, if the service has not yet been suspended pursuant to article 4.1, Aruba may at any time disconnect, disable, shut down and in any case make the website and/or the email accounts unusable. It is agreed that the Customer is obliged to make a copy of the content entered in his/her space as Aruba, after the warning period, does not guarantee its recovery. Furthermore, in case of withdrawal Aruba will be obliged to refund the Customer the cost of the service corresponding to the number of unused days, up to the next natural expiry date of the agreement, without any possibility of refund or compensation of damages or responsibility of Aruba for the unused service during the remaining period. After the abovementioned term has passed, if the service has not yet been suspended pursuant to Art. 15, Aruba may at any time disconnect, disable, shut down and in any case make the website and/or the email accounts, connected to the domain, unusable. It is agreed that the Customer is obliged to make a copy of the content entered in his/her space as Aruba, after the warning period, does not guarantee its recovery.

As a result of the withdrawal of the Contract, Aruba will be obliged to refund the Customer only the relevant part of the purchase price of the Service corresponding to the number of unused days of service, up to the next natural expiration date of the Contract. In any case, any other refund or compensation or damages or responsibility of Aruba for exercising the withdrawal right and/or for the unused Service is explicitly excluded.

21) ARUBA.IT Electronic register (LOG)
The Customer expressly acknowledges and accepts the existence of a Log Register (LOG - information related to the transmission of data), filled in and kept by Aruba according to the conditions established by law. The aforementioned register constitutes full and indisputable proof of the facts and of the actions carried out by the Customer in relation to Aruba and/or to Third Parties; it guarantees absolute confidentiality and can only be shown and/or supplied on request of the competent Authorities expressly indicated by Law. Aruba takes all the necessary technical and organisational measures to guarantee the confidentiality of the Log Registers.

Moreover the Customer agrees and accepts that Aruba reserves the right to store the "Access Logs" (cd. LOG FTP), generated by the Customer when entering the control panel of the domain, for the entire duration of the contract or more.

22) Informative ex sections 52, 53, 64 and ss. and 5 Legislative Decree 206/2005 and section 7 Legislative Decree 70/2003.
According to sections 52, 53 and 64 and ss. Legislative Decree 206/2005 the Customer acknowledges that:

a) the provider of the Service is the company Aruba S.p.A. located in Piazza Garibaldi 8, 52010 Soci, Arezzo, Italy, REA 118045, VAT Number 01573850516, Telephone number +39 0575 0505, Fax number +39 0575 862000;

b) if the Customer may qualify as a consumer and be identified, according to article 3 of the Legislative decree n. 206/2005 ("Code of Consumption"), as a natural person acting for purposes which are outside his/her business, or in the associations of consumers and users with the sole statutory purpose of protecting the rights and interests of the consumers and users, shall have the right to withdraw from the contract, at any time, without any penalty and without providing any reason, by written communication sent by registered letter to Aruba S.p.A., Piazza Garibaldi n. 8- 52010 Soci, Arezzo, Italy or by certified email (PEC) to the address ufficiogegale@pec.aruba.it.

The communication may also be sent by telegram, telex or fax, provided that it is confirmed by registered letter within the following 48 hours. The withdrawal shall come into effect after 30 (thirty) days from the date on which Aruba receives the abovementioned communication and Aruba shall disconnect the Service. If the Customer requests the refund of the purchase price of the Service for the period of unused Service up to the next natural expiration date of the contract, Aruba shall make the refund excluding the expenses incurred and/or to be incurred (by way of example only, the amounts already paid for the registration of the domain name to the competent Registration Authority, for the activation of licences used for the supply of additional services etc.), according to what is set out in article 1 paragraph 3 of the L. 40/2007.

It is acknowledged that, and the Customer accepts that, such withdrawal right is only available, according to the Legislative Decree 206/2005 and the L. 40/2007, to Customers that qualify as consumers, therefore, it does not apply when the Customer performs and concludes this contract for purposes which may be referred to his/her business;

c) any complaints may be sent to the registered office of Aruba S.p.A. Piazza Garibaldi 8, 52010 Soci, Arezzo - Italy;

d) the support Service available for each service will be indicated on the websites <http://domains.aruba.it> and www.aruba.it.

23) Final provisions and communications

23.1 This contract cancels and supersedes any prior agreement between Aruba and the Customer in respect of the subject matter of this contract, and constitutes complete acceptance of the agreements concluded between the parties on such subject. Any modification, note or clause added to this contract shall not be valid and effective between the Parties, unless specifically and expressly approved in writing by both Parties.



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23.2 The relationship between Aruba and the Customer established by these General Conditions may not be intended as a mandate, representative, collaborative, partnership relationship or other similar or equivalent contract.

23.3 Any non-fulfilment and/or behaviour of the Customer that is contrary to these Conditions, may not be considered as a dispensation to such Conditions or silent acceptance of the non-fulfilments, even if not objected by Aruba. Any failure by Aruba to exercise or assert any rights or clause of the Contract, shall not constitute a waiver of such rights or clauses.

23.4 All communications to the Customer in relation to this agreement shall be carried out by Aruba by hand, by e-mail, certified or not, by registered letter, by ordinary mail or by fax to the addresses provided by the Customer, during the order, and, consequently, they will be considered acknowledged. Any changes to the address of the Customer not properly notified to Aruba shall not be opposable to Aruba. All communications you want to send to Aruba in relation to this contract must be sent to the addresses found on the websites <http://domains.aruba.it> and www.aruba.it.

23.5 Any inefficacy and/or invalidity, total or in part, of one or more clauses of these General Conditions shall not effect the validity of the remaining clauses, which shall be considered valid and effective.

23.6 For the cases which are not expressly set out in these General Conditions, the Parties shall refer to, to the extent to which this is compatible, the laws in force at the time of the contract.

23.7 Any complaints with regard to the supply of the Service ordered by the Customer, must be addressed to Aruba S.p.A., Piazza Garibaldi n. 8, 52010 Soci (Arezzo), and sent by registered letter within 48 (forty-eight) hours of the service failure.

Aruba shall examine the complaint and provide a written reply within 60 (sixty) days from receiving it. If a complaint is particularly complex, and cannot be resolved in the terms mentioned above, Aruba shall inform the Customer within said terms on the status of the complaint.

23.8 For the cases which are not expressly set out in these General Conditions, the Parties shall refer to the laws in force.

24) Competent court

The Court of Arezzo shall have jurisdiction in disputes relating to the interpretation, execution and cancellation of the Contract, except for cases in which the Customer has acted and performed this contract as a Consumer for purposes which are outside his/her business; in this case the competent Court shall be the Court located at the Customers' place of residence, if located in the territory of the Italian state.

Clauses subject to specific approval

According to and for the purpose of articles 1341 and 1342 Civil Code, the Customer, declares to know and to accept the following clauses:

- 3) Amounts due and methods of payment;
- 4) Activation and supply of the Service;
- 5) Duration, renewal and termination of Contract;
- 7) Service Features;
- 10) Functions of the Services;
- 11) Service modifications and changes to the conditions of the offer;
- 12) Transfer of the Contract;
- 14) Customer Details;
- 15) Obligations, unauthorised use and responsibility of the Customer;
- 16) Cases of suspension and/or interruption of the Service;
- 17) Limitations of Liability of Aruba;
- 19) Express Cancellation clause;
- 20) Withdrawal;
- 24) Competent court.

Italian Privacy Law ex art. 13 D.lgs. 196/2003

The personal details of the Customer provided to Aruba, directly or indirectly, are processed according to the Legislative Decree 196/2003 (cd. Privacy Code), setting out provisions concerning protection of individuals and other entities with regard to the processing of personal data, therefore, such details, shall be used by Aruba for the complete and proper execution of the contract and for the fulfilments required by law or requested by the competent Authorities.

Actually, the aim of the Legislative Decree 196/2003, is to guarantee that the processing of personal data be carried out with respect for the rights, fundamental freedoms and dignity of individuals. Therefore, they will be used by Aruba for the complete and correct carrying out of the contract and they will be disclosed to Third Party to defend the rights as well as to fulfil the obligations provided by law or by the rules and upon request of the competent Authorities, and their processing shall be based on the principles of correctness, lawfulness and transparency for protecting the confidentiality and the rights of the Customer and of Third parties. In accordance with article 13 of the legislative decree n.196/2003, Aruba provides the following information. The processing that Aruba intends to carry out:

a) is aimed at concluding, managing and executing the supply contracts of the requested services; to organise, manage and provide the services also through the communication of data to third parties, our providers; to perform the legal duties or other fulfilments requested by the competent Authorities;

b) shall be carried out with computerized/manual methods;

c) except for what is strictly necessary for the correct execution of this supply contract, the data shall not be communicated to other individuals, without the consent of the Customer.

We also inform that the communication of the personal data is not obligatory, however it is necessary and essential in order to conclude this contract; however, a refusal may not allow Aruba to supply the Service accurately and correctly. The controller of the processing of data provided by the Customer, for the correct execution of the Contract, is Aruba S.p.A. located in Piazza Garibaldi, 8 - 52010 Soci - Bibbiena (Arezzo) Italy, subject to the informative document provided to the Customer relating to the registration of .it domains. The Customer may contact to the Controller of the Data Processing in order to assert his/her rights, as per section 7 of the legislative decree 196/2003, which we indicate here below:

Article 7

(Right to Access Personal Data and Other Rights)

1. A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form.

2. A data subject shall have the right to be informed

a) of the source of the personal data;

b) of the purposes and methods of the processing;

c) of the logic applied to the processing, if the latter is carried out with the help of electronic means;

d) of the identification data concerning data controller, data processors and the representative designated as per Section 5(2);

e) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as

designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.

3. A data subject shall have the right to obtain:

a) updating, rectification or, where interested therein, integration of the data;

b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed;

c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.

4. A data subject shall have the right to object, in whole or in part,

a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection;

b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

Consent for the processing of personal data

The Customer declares to have read the Information provided by Aruba S.p.A. according to Article 13 of Italian Legislative Decree 196/2003, and to give his/her consent for the processing of personal data for the purposes indicated therein. The Customer is aware that failure to provided consent to such data processing may result in the application of the regulations indicated in the abovementioned Italian Privacy Law.