Terms and Conditions for Aruba.it Hosting and Domain Services

General Provisions

These Terms of Service, together with the documents listed in Article 2 below, govern the contractual relationship between Aruba S.p.A., with headquarters in Ponte San Pietro (BG), Via San Clemente 53, VAT No. 01573850516 (also "Aruba" or "Provider") and the Customer for the provision of the Hosting services described below.

SECTION I – GENERAL 2
1. Definitions 2
2. Structure of the Contract 2
3. Subject Matter of the Contract 3
4. Conclusion of the Contract 3
5. Activation and Provision of the Service 3
5 bis. Artificial intelligence features in Webmail 4
6. Term of the Contract and Renewal 9
7. Fees, Payment Methods and Terms, and Warranties 10
8. Late or Non-Payment 11
9. Aruba's Obligations and Limitations of Liability 11
10. Customer's Obligations and Rights 12
10bis. Service Migration 14
11. Support and Maintenance 15
12. Service Suspension 15
13. Withdrawal 16
14. Express Termination Clause– Termination for Breach- Conditions for Termination 17
15. Amendments to the Contract and/or Aruba Policies 17
16. Copyright and Licenses 18
17. Information Security 18
18. Final 18
19. Complaints 19
20. Discount Coupons and Promotions 19
21. Survival of Provisions 19
22. Processing of Personal Data 19
23. Appointment of a Data 19
24. Applicable LawJurisdiction, and Competent Court 21
25. Management System for the Prevention of Corruption 21
26. Organizational, Management, and Control Model pursuant to Legislative Decree 231/01 and Indemnity 21
SECTION II– SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE CERTIFIED E-MAIL (PEC) SERVICE 22
SECTION III– SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF THE "BACKORDER" AND "DOMAIN SALES" SERVICES 30
SECTION IV– SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF MANAGED WORDPRESS HOSTING AND MANAGED WOOCOMMERCE 33

Aruba S.p.A.
Via San Clemente No. 53, Ponte San Pietro 24036 (BG)
VAT No. 01573850516 | **Tax ID No.** 04552920482
REA BG 434483 | Authorized Capital €4,000,000 fully paid-in | **Certified Email (PEC)** aruba@aruba.pec.it | **Website** aruba.it

SECTION V– SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE SSL SERVER AND CODE SIGNING 38
SECTION VI– SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "RANKINGCOACH" SERVICE 41
SECTION VII– SPECIAL TERMS AND CONDITIONS FOR THE "SWITE" SERVICE..... 43
SECTION VIII – SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF THE "ARUBA DRIVE" 45
SECTION IX – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "SUPERSITE" SERVICE..... 4 8
SECTION X – SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF THE "LEGAL BLINK" SERVICE..... 53
SECTION XI – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "TECHNICAL CONSULTING" SERVICE..... 57

SECTION I – GENERAL TERMS AND CONDITIONS

1. Definitions

Where used in the Contract, the terms listed below have the following meanings:

24/7/365: an acronym used in the Contract to indicate the continuity of Services 24 hours a day, seven days a week, 365 days a year.
Terms and Conditions for the Registration of .it/.edu.it/.gov.it Domains: the document containing the contractual terms and conditions prepared by the ccTLD.it Registry, published at https://hosting.aruba.it/termini-condizioni.aspx, which the Customer must accept and agree to comply with when registering a domain name with the .it ccTLD, .edu.it SLD, or .gov.it SLD.
Customer: the natural or legal person identified in the Order Form.
Terms and Conditions: These Terms and Conditions for the Provision of Aruba.it Hosting Services.
Activation Confirmation: the notification confirming that the ordered Service has been activated.
Agreement: the set of documents specified in Article 2.
Login Credentials: the username and password used by the Customer to access their secure account area and which the Customer must safeguard with the utmost care to ensure their confidentiality, including by periodically updating the password in accordance with the security rules provided for this purpose.
Premium domain: a domain name with high commercial value for which the Customer may request that Aruba transfer the registration to the Customer's name through the Services, in accordance with the specifications and limitations set forth at the link https://hosting.aruba.it/domini/domini-premium.aspx.
Confidential Information: (i) information relating to the Supplier that is deemed or classified by the Supplier as confidential and/or proprietary, of which the Customer has become aware for any reason related to the performance of the contract; and/or (ii) information relating to the Supplier that, by its nature, content, or the circumstances under which it is disclosed, would normally be considered confidential. In this regard, by way of example and without limitation, Aruba's confidential information includes all performance metrics, features, configurations, and technical information regarding the Service, as well as quotes, audit or security reports, and product development plans.
Price List: the document published on the page https://www.aruba.it/listino-domini.aspx, which sets forth all the pricing details of the Services, or, alternatively, if applicable, the document containing such details sent by Aruba to the Customer in the event of a separate, specific, and distinct agreement between the Parties.
Order Form: an electronic form that, once fully completed by the Customer and submitted online or delivered to Aruba by other means after being signed by the Customer—thereby constituting a contractual proposal—formalizes the request to activate the Service.
Technical Dashboard: the area for managing each of the Services, which the Customer accesses using their login credentials.
Parties: Aruba and the Customer.
Aruba Service Usage Policy: the document drafted by the Provider and published at https://hosting.aruba.it/documents/tc-files/it/7_policyutilizzoserviziaruba.pdf, which sets forth the rules of conduct and limits on use of the Service to which all Customers are subject**.**
Registrant: The individual who requests the registration of a domain name or who has been assigned one.
Automatic Renewal: the option that allows for the automatic renewal of the Service(s) upon their expiration for a period equal to the initial term. Unless the Customer expressly indicates otherwise using the methods specified during the ordering process, this option will be automatically activated if the Customer chooses to pay for the Service(s) by credit card or PayPal.
Service(s): The Aruba.it Hosting service, consisting of the registration and maintenance of a domain name with the relevant Italian or foreign Registration Authority for the extension chosen by the Customer, and the provision of any additional services requested by the Customer at the time of ordering, within the scope of the purchase options available on the website https://hosting.aruba.it, as well as the provision of any Optional Services (so-called "ADD-ONS"), as expressly provided for on the website https://hosting.aruba.it, which the Customer may request to be activated, subject to payment of the applicable fee and in accordance with the additional Terms and Conditions set forth in the following Sections.

2. Structure of the Contract

The Contract consists of the following documents:
a) the Terms and Conditions of Supply

b) The Order Form
c) The Technical Specifications
d) Aruba Service Usage Policy
e) The Price List
f) Terms and Conditions for IT Domain Registration, in the case of ordering a domain name with the .it ccTLD

3. Subject Matter of the Contract

The subject matter of this Contract is the provision to the Customer of the Services with the technical and economic characteristics, in the type and according to the terms set forth in the Order Form and in the Technical Specifications for the Services.
Any services beyond those covered by the Contract may be provided, subject to a feasibility review, upon the Customer's specific request, under terms, conditions, and fees to be agreed upon.

4. Conclusion of the Contract

4.1 The Contract is concluded on the date Aruba receives the Order Form—properly completed and accepted by the Customer in its entirety—along with payment of the fee for the Service. Submission of the Order Form constitutes the Customer's full acceptance of the Terms and Conditions and all other documents mentioned in Article 2 above. Upon activation of the Services, an Activation Confirmation containing the login credentials will be sent. It is understood, in any case, that the Customer's use of the Services constitutes acceptance of all contractual terms and conditions.
4.2 The Customer is responsible for the accuracy of the information provided and acknowledges Aruba's right to obtain any additional information necessary for the activation of the Service, in compliance with applicable law.
4.3 By submitting the Order Form, the Customer acknowledges and agrees that they are entering into a contract, the sole valid and effective version of which is the one in Italian, while other versions provided by Aruba in any other foreign language are made available to them solely as a courtesy.
4.4 Subject to the provisions regarding Premium Domains, available at https://hosting.aruba.it/domini/dominipremium.aspx, and in any case for orders relating to said Premium Domains as well, if 30 (thirty) days have elapsed from the date of the Order Form without Aruba having received payment of the fee, the order will be canceled and deleted without prior notice.

5. Activation and Provision of the Service

5.1 Aruba registers domain names strictly in the chronological order in which requests are received (according to the *"first come, first* served" principle), provided that such requests are accompanied by confirmation of payment of the agreed-upon fee for the Service. Without prejudice to the foregoing, it is understood that:
a) the successful outcome of the registration request is contingent upon its acceptance by the Registration Authority responsible for the selected domain extension; and
b) domain names that appear to be free and/or available at the time of the order may in fact not be so, since—by way of example and without limitation—they may already be in the process of being registered by third parties, even if they have not yet been entered into the databases of the competent Registration Authority.
5.2 The Service is activated within the timeframes required by the availability of hardware resources and, in any case, as quickly as possible. It is understood that any estimated timeframes for the activation of the Service are to be considered purely indicative. The Customer is required to perform any actions for which they are responsible in order to activate the Service; any delays due to the Customer's inaction shall not be attributable to Aruba. In any case, the Customer will be informed of any delays in the activation of the Service.
5.3 In any case where a domain name—registered and/or maintained with the competent Registration Authority through services provided by another provider—is transferred from that provider to Aruba, the transfer will take place in accordance with the procedures, timelines, and restrictions set forth on the page https://guide.hosting.aruba.it/domini/trasferimento-e-modifica-domini.aspx. In this regard, without prejudice to the provisions of Articles 9.6 and 9.10 below, the Customer hereby releases Aruba from any liability for any direct or indirect damages of any nature or kind suffered or to be suffered as a result of or in connection with the transfer itself, such as, by way of example only, total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Services, total or partial interruption of the Service, and damages resulting from the unavailability of content previously present on the domain name itself.
5.4 The Service is provided until the Contract expires. As that date approaches, Aruba, purely as a courtesy and therefore without thereby assuming any obligation toward the Customer, reserves the right to send notices of the upcoming expiration to the contacts specified by the Customer at the time of ordering or during the provision of the service (including email addresses associated with or created through the Service).
5.5 The Customer may also purchase, by placing a specific order and paying the applicable fee, one or more of the Optional Services listed on the website https://hosting.aruba.it. It is understood that the Optional Services, regardless of when they are activated, have the same expiration date as the main Service with which they are associated, with the exception of the additional "Budget rankingCoach" Web Marketing Service, which expires "on a pay-as-you-go basis" and ends when the available resources are exhausted. The provision of Optional Services is governed and regulated by these General Terms and Conditions and by the Terms of Use available on the website https://hosting.aruba.it. Without prejudice to the provisions of Articles 6.2, 6.4, and 7.8, the additional

Certified Email (PEC) Services, the Web Marketing Services, and the Managed WordPress Service are governed, respectively, by the provisions set forth in this section of the Terms and Conditions and by those set forth in the relevant subsequent section.
5.6 The Customer may request a modification to the Service, within the scope of the available solutions listed on the website https://www.aruba.it/listino-modifiche-servizio.aspx, taking care to make, in advance and at their own expense, a copy of the data and material processed through the Service that is the subject of the modification request. Following the modification, there is no guarantee that the content processed by the Customer through the modified Service can be recovered.
5.7 It is expressly understood that Aruba is not subject to any general obligation of supervision; therefore, it does not monitor or supervise the conduct or actions carried out by the Customer through the Service, nor does it monitor or supervise the information and/or data and/or content processed in any manner by the Customer or by its agents and/or collaborators using the Service itself; In any case, Aruba is and remains uninvolved in the activities that the Customer carries out independently by remotely accessing the Service via the Internet using the Service login credentials. In any case, once the Customer has accessed the Services, the Customer is the sole data controller, pursuant to Legislative Decree 196/03 and EU Regulation 2016/679, of any data entered and/or processed through the Service.
5.8 Aruba assumes no liability whatsoever for any information, data, or content entered, transmitted, or otherwise processed by the Customer through the Service, or for the Customer's use of the Service in general, and reserves the right to take any measures necessary to protect its rights and interests, including disclosing to the relevant parties any data necessary to identify the Customer.
5.9 For the Aruba Drive service, Aruba provides the Customer with 1 (one) Gigabyte (GB) of storage space, as well as any subsequent increases, at no additional cost; this space may be automatically increased, if exhausted, in successive increments of 1 (one) Gigabyte (GB).
The storage space made available to the Customer dynamically adapts to the actual use of the service and may be increased if necessary or reduced—exclusively in the event of non-use—always in increments of 1 (one) gigabyte (GB).
Any statements such as "unlimited space" refer exclusively to the possibility of progressively increasing the available space as described above and do not imply the availability of space without physical or technical limits.

5bis. Artificial Intelligence Features in Webmail

5bis.1 Definitions

Where mentioned in the Contract, the terms listed below shall have the following meanings:

AI Features: the features of the Webmail Service based on artificial intelligence systems made available by the Provider, which in the initial phase consist, by way of example and without limitation, of:
• writing assistance;
• summarization of textual content;
• translation of text content.
AI System: the artificial intelligence system integrated into the Webmail Service, delivered via the Provider's internal technology platform, capable of processing textual input provided by the user and generating textual output automatically.
Input: any text, instruction, content, data, or request entered by the user for the purpose of using the AI Features.
Output: any content generated, suggested, reworked, summarized, or translated by the AI System based on the user's Input.

5bis.2 Purpose

Aruba provides, within the Webmail interface for standard email, features based on generative artificial intelligence models (hereinafter also "AI Features") which, upon the user's request, allow for the generation, correction, reworking, summarization, and translation of message texts, as well as the drafting of replies to messages or email conversations. The AI Features are included in the Business Mail service, and their use is optional. The available features and languages are described in the Technical Specifications for the AI Features, published at the following link: https://guide.aruba.it/doc/jcr:2fe0e3d5-17c9-4156-b3ac-faabda0ddc45/webmail_assistant.cbca3552f34428bc2a3de38fbd4dd130.pdfwebmail_assistant.pdf, which constitute an integral part of the Agreement pursuant to Article 2 of Section I.
Aruba reserves the right to introduce, modify, update, replace, limit, suspend, or eliminate, at any time, one or more AI Features, including in connection with technological developments, infrastructure availability, organizational, security, regulatory, or market requirements, without this constituting a breach of contract or entitling the Customer to any compensation, refunds, or compensation, subject to the provisions of applicable mandatory law.
The technical characteristics, usage limits, operating procedures, and available AI features are governed by these Terms and Conditions, the Technical Specifications, and the Guides published by Aruba, which constitute an integral part of the Agreement.
Aruba may modify at any time the artificial intelligence model used, the algorithms, the methods for processing Inputs, the operating parameters, and the characteristics of the Outputs for technical, organizational, security, regulatory, or technological evolution reasons.

5bis.3 Nature and Operation of AI Features

The AI Features consist of tools for the automated processing of textual content, capable of receiving, processing, and handling instructions, requests, texts, data, and other content entered or selected by the Customer and/or by users authorized by the Customer

within the Business Mail/Webmail Service (hereinafter, the “Inputs”), in order to generate, rework, summarize, or translate textual content (hereinafter, the “Outputs”).
The Customer acknowledges and agrees that:
a) the Outputs are generated automatically by the system based on the Inputs and the instructions provided by the user;
b) the operation of the AI Features does not involve any prior verification, validation, approval, or human review of individual Outputs by Aruba;
c) the AI Features are provided as operational support for the drafting, summarization, and translation of content and are not intended to replace human assessments, checks, or decisions; d) the characteristics, capabilities, operating conditions, activation procedures, technical and functional limitations, as well as the instructions for the proper use of the AI Features, are set forth in the Technical Specifications, Guides, and Policies for the use of Aruba services, which are made available to the Customer in accordance with the terms set forth in the Contract.
Aruba will ensure that it is made clear, in a manner appropriate to the context of use, that the Customer is interacting with AI Features, in accordance with applicable regulations.

5bis.4 Technical Documentation, Instructions, and Updates

The Customer agrees to use the AI Features in compliance with the Agreement, these Terms and Conditions, the Technical Specifications, the Guides, the user instructions, the Aruba Service Usage Policies, and applicable law.
The Technical Specifications, Guides, user instructions, and Aruba Service Usage Policies constitute an integral and substantial part of the Agreement. Aruba may update them, including for the purpose of:
a) introduce, modify, limit, suspend, or discontinue AI Features;
b) adapt the Service to technical, organizational, security, abuse prevention, personal data protection, or regulatory compliance requirements;
c) define additional requirements, quantitative limits, usage limits, access methods, or technical characteristics of the AI Features;
d) incorporate changes to applicable laws, instructions from the competent authorities, or applicable technical standards.
This is without prejudice to the provisions of the General Terms and Conditions regarding contractual amendments and, where applicable, without prejudice to the non-waivable rights granted to the Customer by law.
Aruba may modify at any time the technical architecture of the Service, the artificial intelligence models used, the algorithms, the operating parameters, the methods for processing Inputs, the characteristics of Outputs, as well as the quantitative or qualitative limits on the use of the AI Features, if such modifications are deemed appropriate or necessary for technical, organizational, security, regulatory compliance, or Service improvement purposes.

5bis.5 Transparency and the Customer’s Role in Using the AI Features

The Customer acknowledges that Outputs may be generated, modified, summarized, or translated artificially through the AI Features.
If the Customer uses the AI Features as part of its business, professional, or organizational activities, it acts—where the conditions set forth in applicable law are met—as a deployer of the artificial intelligence system and is responsible for complying with any obligations that may apply to it in connection with the use of the system and the dissemination of the Outputs.
In particular, the Customer is required to verify whether, in relation to its specific use of the AI Features, there are any disclosure or transparency obligations toward recipients, users, customers, employees, collaborators, or other third parties.
If the Customer uses Outputs generated or manipulated artificially through the AI Features to publish texts for the purpose of informing the public on matters of public interest, the Customer is required to provide any disclosures and notices required by applicable law, without prejudice to the provisions of such law regarding human review, editorial oversight, and editorial responsibility for the published content.

5bis.6 Disclaimers, Intrinsic Limitations, and Verification of Outputs

The Customer acknowledges and agrees that the Outputs:
a) are automatically generated based on the Input provided;
b) may contain errors, omissions, inaccuracies, ambiguities, or incomplete, outdated, irrelevant, or inappropriate information for the specific purpose pursued by the Client;
c) may not reflect all relevant circumstances, available sources, applicable laws, regulatory updates, or the actual situation to which they refer;
d) are not guaranteed by Aruba to be correct, complete, truthful, reliable, up-to-date, original, suitable for a specific purpose, or in line with the Customer’s expectations.
The AI Features do not provide or replace professional opinions, advice, certifications, evaluations, or services, including, but not limited to, services or opinions of a legal, tax, accounting, financial, health, medical, technical, engineering, IT, insurance, or compliance nature.
The Customer is therefore required to verify, before using, transmitting, publishing, communicating, or relying on the Outputs:
a) the accuracy, correctness, completeness, and timeliness of the Outputs;
b) the suitability of the Outputs for the Customer’s needs and the specific purposes pursued;
c) the compliance of the Output with applicable laws, contractual provisions, and Aruba’s service usage policies;
d) respect for the rights of third parties, including intellectual property rights, personality rights, confidentiality, and the protection of personal data.

The Customer acknowledges and agrees that AI Features are constantly evolving technological tools and that their behavior, operating modes, technical characteristics, performance, and generated Outputs may vary over time even in the absence of changes requested by the Customer, as a result of technological advancements, Service updates, or changes to the infrastructure used.

5bis.7 Customer Obligations and Prohibited Uses

The Customer agrees to use the AI Features exclusively for the purposes, in the manner, and within the limits described in the Contract, the Technical Specifications, the Guides, the user instructions, and the Aruba Service Usage Policies.
The Customer is prohibited, directly or indirectly, including through parties authorized to use the Service, from:
a) use the AI Features for unlawful, fraudulent, abusive, deceptive, harmful, discriminatory, or otherwise contrary to applicable law purposes;
b) use the AI Features in violation of applicable laws regarding artificial intelligence, personal data protection, electronic communications, intellectual property, trade secrets, competition, consumer protection, personality rights, or other third-party rights;
c) use the Outputs without first independently verifying their accuracy, completeness, adequacy, and compliance with applicable law;
d) to input into the AI Features any Input for which the Customer does not possess all necessary rights, title, consent, authorization, or other appropriate legal basis;
e) use the AI Features to generate, process, disseminate, or transmit content that is unlawful, defamatory, harmful, misleading, contrary to public decency, in violation of confidentiality obligations, or otherwise in violation of third-party rights;
f) use the AI Features to circumvent technical limitations, security measures, access restrictions, quantitative limitations, or other measures adopted by Aruba to ensure the proper functioning and security of the Service;
g) use the AI Features for purposes other than those set forth in the Technical Specifications or that are incompatible with the nature and functionality of the Service.
In any case, the Customer remains solely responsible for the use of the Login Credentials, Inputs, Outputs, and the Business Mail/Webmail Service by the Customer, its employees, contractors, authorized users, and any person who accesses the Service using the Customer's Login Credentials.

5bis.8 Customer Inputs, Outputs, Data, and Content

The Customer remains solely responsible for the Inputs entered, selected, transmitted, or otherwise processed using the AI Features, as well as for the Outputs subsequently used, modified, published, transmitted, communicated, or disseminated.
Under no circumstances shall Aruba assume any liability for the information, data, content, Inputs, and Outputs entered, generated, processed, transmitted, disseminated, or otherwise handled by the Customer through the AI Features and/or the Business Mail/Webmail Service.
The Customer acknowledges that the use of the AI Features may involve the processing of content contained in messages, drafts, or other elements of the Business Mail/Webmail Service selected or entered by the Customer. The Customer therefore agrees not to use the AI Features to process data or content in violation of applicable law, the rights of third parties, or any confidentiality obligations to which the Customer is subject.
If Aruba processes personal data on behalf of the Customer in connection with the provision of the AI Features, the provisions regarding the protection of personal data set forth in the Agreement shall apply, and, in particular, the provisions regarding the appointment of Aruba as Data Processor and/or Sub-processor, where applicable.

5bis.9 Nature of the Obligation, Availability, and Limitation of Liability

The AI Features are provided by Aruba "as is" and "as available," within the limits of the Service's technical characteristics, the Technical Specifications, and applicable law.
Aruba does not guarantee that each AI Feature will remain permanently available, unchanged, or compatible with every configuration of the Business Mail/Webmail Service, or with every browser, device, or operating system used by the Customer.
Aruba's obligation regarding the AI Features is an obligation of means and not of result. Aruba undertakes to make the AI Features available in accordance with the technical specifications set forth in the applicable contractual and technical documentation, but does not guarantee:
a) the uninterrupted, continuous, or error-free availability of the AI Features;
b) the generation of Output suitable for a specific purpose or conforming to the Customer's expectations;
c) the correctness, completeness, accuracy, timeliness, legality, reliability, originality, or usefulness of the Output;
d) the absence of errors, omissions, unexpected results, inaccurate interpretations, or incorrect translations;
e) the achievement of economic, commercial, professional, organizational, or other results through the use of the AI Features.
To the fullest extent permitted by applicable law, Aruba shall not be held liable for any damages, costs, losses, harm, claims, or consequences arising, directly or indirectly, from:
a) the use or non-use of the Outputs;
b) the publication, communication, dissemination, transmission, or application of the Outputs by the Client;
c) reliance placed on the Outputs by the Client or third parties;
d) the inaccuracy, incompleteness, outdated nature, irrelevance, or inadequacy of the Outputs;
e) the use of AI Features in violation of the Agreement, Aruba's Service Usage Policies, the Technical Specifications, or applicable law;
f) Input entered by the Customer in violation of third-party rights, confidentiality obligations, or personal data protection laws.

Aruba S.p.A.
Via San Clemente No. 53, Ponte San Pietro 24036 (BG)
VAT No. 01573850516 | **Tax ID No.** 04552920482
REA BG 434483 | Authorized Capital €4,000,000 fully paid-in | **Certified Email (PEC)** aruba@aruba.pec.it | **Website** aruba.it

In any case, the provisions of the General Terms and Conditions regarding Aruba's limitation of liability remain in full force and effect. Where applicable, the mandatory rights recognized by law for Customers who qualify as consumers also remain unaffected; in particular, the consumer's remedies in the event of total, partial, or improper performance by the professional cannot be excluded or limited.

5bis.10 Suspension, Limitation, and Interruption of AI Features

Without prejudice to the provisions of the General Terms and Conditions regarding the suspension and/or termination of the Contract, Aruba reserves the right to limit, suspend, or terminate, temporarily or permanently, in whole or in part, access to the AI Features, even without prior notice, where necessary or appropriate for reasons of security, protection of third-party rights, prevention of abuse, compliance with legal obligations, or requests from the competent authority.
By way of example, Aruba may limit, suspend, or terminate the AI Features in the event of:
a) a violation of these Terms, the General Terms and Conditions, the Technical Specifications, the Guides, or the Policies governing the use of Aruba services;
b) unlawful, abusive, fraudulent, harmful, or unauthorized use of the AI Features;
c) use likely to compromise the security, integrity, availability, or proper functioning of the Service or Aruba's infrastructure;
d) obligations arising from applicable law or from orders, requests, or instructions from judicial, administrative, or supervisory authorities;
e) requirements for maintenance, updates, corrections, protection, or technical evolution of the Service;
f) exceeding the technical, quantitative, functional, or usage limits set forth in the Contract, the Technical Specifications, or the Price List.
The limitation, suspension, or interruption of AI Features pursuant to this article does not entitle the Customer to any compensation, refunds, or damages, except as mandatory under applicable law.

5bis.11 Indemnification

The Customer agrees to indemnify and hold harmless Aruba, its directors, employees, collaborators, successors, and agents from any and all claims, demands, actions, penalties, disputes, damages, costs, charges, or expenses—including reasonable legal fees—arising from or related to:
a) Input entered, selected, processed, transmitted, or disseminated by the Customer through the AI Features;
b) Output used, published, communicated, transmitted, or disseminated by the Customer;
c) use of the AI Features in a manner not compliant with the Agreement, the Technical Specifications, the Guides, the Aruba Service Usage Policies, or applicable law;
d) infringement of third-party rights, including intellectual property rights, personality rights, trade secrets, confidentiality obligations, and data protection laws;
e) the Customer's failure to comply with any applicable transparency, disclosure, or labeling obligations regarding the use or dissemination of Output generated or manipulated using artificial intelligence.

5bis.12 Intellectual Property

5bis.12.1 – Aruba's Ownership of the Service

Aruba retains exclusive ownership of all intellectual and industrial property rights relating to the Service and the AI Features, including, but not limited to, the software, the platform, the technological architecture, the models, the know-how, the technological components, the integrations, and any development or customization carried out by Aruba within the scope of the Service. No provision of this Agreement shall constitute an assignment, transfer, or grant of license to the Customer of any of Aruba's intellectual or industrial property rights, except for the rights to use the Service within the limits and in accordance with the terms set forth in the Agreement.

5bis.12.2 – Outputs Generated by AI Features

The Outputs generated through the use of the AI Features are made available to the Customer for lawful use within the limits permitted by applicable law, including copyright law, and subject to the terms and conditions of any third-party providers of artificial intelligence models that may be integrated into the Service.
The Customer acknowledges and agrees that:
a) the Outputs may not be unique, and similar or identical content may also be generated for other users of the Service;
b) Aruba does not guarantee the originality of the Outputs or the absence of third-party rights in them;
c) it is the Customer's sole responsibility to verify, prior to any use, publication, communication, distribution, or exploitation of the Outputs, that they comply with applicable laws regarding intellectual property, copyright, related rights, and third-party rights in general;
d) Aruba assumes no liability for any infringement of intellectual property rights or other third-party rights arising from the Customer's use of the Outputs.

5bis.12.3 – Customer Inputs and License Granted to Aruba

The Customer retains ownership of the data, content, and any other elements provided as Input to the AI Features in connection with the use of the Service.
By transmitting the Input to the AI Features, the Customer grants Aruba a non-exclusive, royalty-free license, limited in duration to the term of the Contract and in scope to the purposes necessary to use, store, process, and handle such Input exclusively for the following purposes:
a) providing the Service and the AI Features to the Customer;
b) generating the Outputs requested by the Customer;
c) performing maintenance, technical support, security, and optimization activities for the Service, to the extent strictly necessary.
Aruba is expressly prohibited from using the Customer's Inputs for the purposes of training, modifying, improving, retraining, or reusing artificial intelligence models, unless otherwise specifically agreed in writing with the Customer.

5bis.12.4 – Customer's Liability Regarding Third-Party Rights Relating to Inputs and Outputs

The Customer is solely responsible for complying with intellectual property rights, copyrights, related rights, and any other third-party rights in connection with:
a) the Inputs provided to the AI Features, with respect to which the Customer represents and warrants that it holds all necessary rights, titles, authorizations, and consents to provide, process, and transmit them within the scope of the Service;
b) the use, publication, communication, dissemination, or exploitation of the Outputs generated by the AI Features.
The Customer agrees to indemnify and hold Aruba harmless from any claim, action, dispute, damage, penalty, cost, or expense arising from or related to infringements of intellectual property rights or other third-party rights concerning the Inputs provided by the Customer or the Customer's use of the Outputs.

5bis.13 Artificial Intelligence Models, Data Processing, and Security

5bis.13.1 – Artificial Intelligence Models Integrated into the Service

The AI Features may incorporate artificial intelligence models, including open-source models or those developed by third parties, which are installed and managed exclusively at Aruba's data centers in accordance with applicable security standards.
The artificial intelligence models used within the AI Features do not involve, during processing, any communication or exchange of data with external third parties, including the original providers or suppliers of the models themselves. The processing of Inputs and the generation of Outputs take place exclusively within Aruba's technological infrastructure, without any transmission of data to third parties.

5bis.13.2 – Exclusion of Training Using Customer Data

The Service does not involve any training, retraining, modification, or improvement of artificial intelligence models using data, Inputs, Outputs, or any other content entered or generated by the Customer in connection with the use of the AI Features.
Aruba will not use the Customer's data, Inputs, and Outputs for training, improvement, reuse, or any other purpose related to the development of AI models, nor will it make them available to third parties for such purposes.

5bis.13.3 – Processing of Personal Data and Security

Any personal data that may be present in the Inputs or processed in connection with the use of the AI Features is processed by Aruba in its capacity as Data Controller and/or Data Processor, in accordance with the provisions of Article 6 of these Terms regarding the appointment of a data controller and in compliance with applicable data protection laws.
Aruba implements, in the context of providing the Service and the AI Features, appropriate technical and organizational measures to ensure the security, confidentiality, and integrity of the data processed, in accordance with applicable law and the security standards adopted by Aruba.
The Customer is prohibited from entering third-party personal data into the AI Features without a suitable legal basis and without first fulfilling the information obligations and, where necessary, obtaining consent as required by applicable data protection laws.

5bis.13.4 – Relationship with Third-Party Providers of AI Models

To the extent that the AI Features incorporate artificial intelligence models developed by third parties, the terms and conditions of use of such providers—including any usage restrictions, prohibitions, and license terms—apply to the extent they are relevant and are without prejudice to these Terms.
Aruba shall provide the Customer, in accordance with the procedures set forth in the Contract, with the necessary information regarding the terms of use of any third-party models integrated into the Service, to the extent that such information is relevant to the Customer's proper use of the Service.

5bis.14 Age Requirement
Use of the AI Features is reserved exclusively for individuals who have reached the age of eighteen.
By activating and using the AI Features, the Customer represents and warrants:
a) that they are at least eighteen years of age, or, if acting in the name and on behalf of a legal entity or organization, that they hold the necessary powers of representation and are authorized to enter into the Agreement and accept these Terms on behalf of the represented party;
b) that they will not permit minors to use the AI Features;
c) not to use the AI Features to collect, process, or handle personal data of minors in violation of applicable data protection laws, including applicable provisions regarding consent to the processing of minors' personal data.
Failure to comply with the requirement set forth in this article constitutes a breach of contract and entitles Aruba to suspend or terminate the Contract in accordance with these Terms and Conditions.

5bis.15 Term of the AI Features and Termination

The AI Features have the same term as the Business Mail/Webmail Service to which they are associated, unless otherwise specified in the Order Form, the Price List, the Technical Specifications, or other applicable contractual terms.
Upon termination, for any reason, of the Business Mail/Webmail Service, or in the event of termination or discontinuation of the AI Features, the Customer will no longer be able to access the relevant features. In any case, the Customer remains responsible for backing up, exporting, and storing their data, content, and information prior to the termination of the Service, in accordance with the General Terms and Conditions.
It is understood that Aruba is not obligated to retain, restore, or make available again any Customer Inputs, Outputs, drafts, content, or other data beyond the terms set forth in the General Terms and Conditions and the applicable Technical Specifications. The Customer is therefore required to perform a complete backup of the data, information, and content entered and/or processed through the Service.

5bis.16 Prevalence of Special Provisions

To the extent not expressly governed by this article, the General Terms and Conditions, the Technical Specifications, the Guides, the Aruba Service Usage Policies, the Order Form, and any other contractual documents applicable to the Business Mail/Webmail Service shall apply.
In the event of a conflict between the provisions of this article and the remaining contractual terms, the provisions of this article shall prevail solely with respect to the regulation of AI Features.

6. Term of the Contract and Renewal

6.1 This Agreement governs the provision of Services to the Customer, effective as of the date of its execution. This Agreement has a term equal to that specified in the Order Form and is renewed at the frequency indicated therein.
6.2 If the Customer has chosen to pay by credit card or PayPal, the Service(s) will be automatically renewed upon expiration for successive one-year periods, unless one party notifies the other of cancellation in a manner that provides proof of receipt and with at least 15 (fifteen) days' notice prior to the expiration date. Upon renewal, the current Price List and other applicable contractual terms and conditions shall apply.
In order to ensure the continued provision of the Service(s), Aruba will ask its bank, 7 (seven) days prior to the actual expiration date of the Service(s), to make payment to Aruba in the amount required for the renewal of the Service(s); in the event that the amount due for one or more of the Services to be renewed is not credited, Aruba—without prejudice to the provisions of paragraph 6.7 below—reserves the right, as a courtesy and therefore without thereby assuming any obligation toward the Customer, to repeat said transaction in the days leading up to the Service's expiration date.
6.2.1 The Customer acknowledges and expressly agrees, in advance, that, unless otherwise notified by Aruba, the Contract shall be deemed automatically terminated in the event of failure to pay the amount due for the renewal of the Service no later than 2 (two) days prior to its expiration date; this deadline shall be considered non-extendable and essential in favor of and in the interest of Aruba, without prejudice to the provisions of Article 6.7 below.
6.3 In the event of payment by a method other than credit card or PayPal, or in other cases expressly provided for by Aruba, the customer may renew the Service(s) for additional one-year periods prior to their expiration—preferably at least 15 (fifteen) days before such expiration—by submitting the relevant request and making payment, in accordance with the methods and timeframes set forth in Article 7, of the amount specified in the Price List in effect at the time of renewal. Notwithstanding the foregoing, the Customer may also renew the Service(s) at even after their natural expiration date by reinstating the domain registration(s) in accordance with the procedures set forth in paragraph 6.11 below.
Once the renewal process described above is complete, the Service(s) will be renewed for the requested period, effective as of their expiration date, even if the renewal process is completed after their natural expiration date.
6.4 The Customer acknowledges and agrees that, if used to pay for the Service(s), their credit card information will be stored by Aruba's banking institution to enable them to use the same payment method to pay for any other services provided by Aruba.
6.5 The Customer acknowledges and agrees, now and in the future, that they may disable automatic renewal at any time through the specific field in the Customer Area and, in any case: i) by deleting and/or removing, again from the Customer Area, the unique identification code of one or more of their credit cards and/or one or more PayPal accounts, and/or ii) for so-called "PayPal" payments, by independently disabling the option that allows for automatic payments from their PayPal account. Once automatic renewal has been

disabled, the Service(s) may be renewed only through the standard procedure set forth in paragraph 3 above; the provisions of paragraph 4 below also apply.
The Customer acknowledges and agrees, now and in the future, that in the case described in subparagraph (ii) of this paragraph, the transaction will take place asynchronously.
6.6 Without prejudice to the provisions of the other documents constituting the Agreement, the Customer acknowledges and agrees that on the expiration date of each Service and, in any event, upon termination of the Agreement for any reason, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and agrees that it is the Customer's sole responsibility to obtain and retain a copy of the data and/or information and/or content processed through the Service(s), it being understood that once the Agreement has terminated or the Service has expired, such data and/or information and/or content may no longer be recoverable. Unless otherwise provided in the Special Terms and Conditions, with specific reference to data entered and/or processed through the Service, the Customer acknowledges and agrees that, upon the fruitless expiration of a 30 (thirty)-day period beginning on the Contract's expiration date, the content and/or information entered and/or processed by the Customer through the Service will be deleted, and Aruba is hereby expressly exempted, now and in the future, any and all liability on the part of Aruba.
In any case, the Customer hereby releases Aruba, now and in the future, from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s). The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the relevant Service, if necessary by entering into a new Contract.
6.7 In any case where a domain name—registered and/or maintained with the competent Registration Authority through the Services provided by Aruba—is transferred to another provider before the Service expires, the Agreement shall be deemed terminated upon completion of the transfer procedure, if such procedure is completed prior to the expiration date; otherwise, it shall terminate on the originally agreed-upon date. Aruba expressly excludes any refund to the Customer for the period during which the Customer did not use the Service.
6.8 It is understood that all services associated with the domain name will be deactivated in any case (including, but not limited to: hosting, email, and any Optional Services).
6**.9** Following the expiration of the Service(s) and within the time limits established by the respective competent authorities and indicated on the website https://guide.hosting.aruba.it/home.aspx, may reclaim the domain name registration or request a new assignment of the domain name, in accordance with the procedures and conditions specified by Aruba, by paying the fees for all services the Customer intends to activate and any additional amounts required to reclaim the domain from the competent Authority, as indicated on the website https://hosting.aruba.it.
This is without prejudice to the provisions of Article 6.6 above.

7. Fees, Payment Methods and Terms, and Guarantees

7.1 Unless otherwise specifically agreed upon in a separate agreement between the Parties, payment for the Service, as indicated in the Price List, must be made by the Customer at the time the Order Form is submitted and, in any case, prior to the activation of the Service.
7.2 Each payment made by the Customer will have its own identification number, and Aruba will issue the corresponding invoice by the end of the applicable month. All invoiced amounts will be subject to applicable VAT, which, together with any other tax liability arising from the performance of the Contract, shall be borne by the Customer. In any case, the Customer hereby releases Aruba from any and all liability arising from transactions or payments made.
7.3 The Customer acknowledges and agrees that:

a) Payment for the Service must be made using the methods indicated at the link https://guide.hosting.aruba.it/pagamenti/modalita-e-tempistiche-accredito.aspx; and
b) for the purposes of determining activation times, it is your express and exclusive responsibility to select the payment method, taking into account the average payment processing times indicated on the page https://guide.hosting.aruba.it/pagamenti/modalita-e-tempistiche-accredito.aspx, and consequently,
c) It is the Customer's express and exclusive responsibility to ensure payment of the fee for the renewal of the Service in a timely manner so as to guarantee its continuity and, in any case, before the Service is deactivated due to the expiration of the Contract, taking into account for this purpose the payment processing times indicated in subparagraph (b) of this article.

7.4 The Customer acknowledges and expressly agrees that the invoice may be sent to them and/or made available to them in electronic format.
7.5 The Customer may use any remaining credits that, for whatever reason, have not been applied to any Services, or to purchase or renew any other services provided by Aruba. The Customer may exercise this right no later than 12 (twelve) months from the date of payment of such credits, following the procedures outlined at the link https://guide.hosting.aruba.it/pagamenti/utilizzo- credito-residuo.aspx. If the period indicated above expires without the Customer having used the aforementioned credit, it shall be deemed definitively acquired and forfeited to Aruba, and the Customer may not claim its return or use.
7.6 In the event of an order for the Service and/or Optional Services offered as a free promotion, the provisions of these Terms of Service relating to payment of the fee shall not apply until the respective expiration date. The aforementioned Service may be renewed in accordance with the procedures set forth in Article 6 above.
7.7 Based on Aruba's sole discretion, Aruba reserves the right to require the Customer, either before or after the Contract is finalized, to provide appropriate security and/or specific payment methods and/or terms to ensure the Customer's fulfillment of its obligations arising from the Contract.
7.8 Customers who intend to pay for the Service and/or Optional Services by credit card acknowledge and agree that the bank designated by Aruba may store their credit card information, which the Customer may use to pay for any other service provided by Aruba.

8. Late or Non-Payment

8.1 The Customer may not raise any objections of any kind unless it has first correctly made the payments provided for in the Contract and provided the relevant documentation to Aruba.
8.2 If, for any reason, payment of the price is invalid, is revoked or canceled by the Customer, or is not made, confirmed, or credited to Aruba, Aruba reserves the right to suspend and/or terminate, with immediate effect, the activation and/or provision of the Service if it has already been activated. During the suspension of the Service, for any reason whatsoever, the Customer will not be able to access data and/or information and/or content entered, transmitted, and/or otherwise processed by the Customer through the Service.

9. Aruba's Obligations and Limitations of Liability

9.1 Aruba guarantees the Customer the provision and use of the Services 24/7/365 in accordance with the provisions of the Technical Specifications and the Contract.
9.2 Aruba's obligations and liabilities toward the Customer are exclusively those defined in the Contract; therefore, in any case of breach or non-performance attributable to Aruba, Aruba shall not be liable for an amount exceeding that paid by the Customer for the individual Service—whether ordered or renewed—affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, now and in the future.
9.3 Aruba does not perform any specific backups of the data and/or information and/or content processed by the Customer through the Service, with the exception of backups of the entire contents of the storage systems that Aruba itself, as a precautionary measure, performs periodically for the purpose of restoring the Service; however, this does not relieve the Customer from the obligation to perform a complete backup of the data and/or information and/or content that the Customer enters and/or processes through the Service and from taking all necessary security measures to safeguard such data and/or information and/or content. In any case, Aruba offers no guarantee regarding the use of the Service with respect to the protection and preservation of the aforementioned data and/or information and/or content, unless the Customer activates a specific ancillary service. Even if the Customer has purchased the backup service from Aruba—although said service reduces the risk of data loss and makes it easier for the Customer to access a copy of such data—the possibility cannot be ruled out that this backup copy, even for technical reasons, may not be available when the Customer intends to use it.
It is understood that, upon the expiration of a 30 (thirty)-day period following the termination of the Contract, as referred to in Article 6 above, the content and/or information entered and/or processed by the Customer through the Service will be deleted.
9.4 Aruba shall under no circumstances be held liable for the use of the Service in connection with critical situations involving, by way of example, specific risks to personal safety, environmental damage, or specific risks related to mass transit services, the operation of nuclear and chemical facilities, and medical devices; In such cases, Aruba is available to evaluate and negotiate with the Customer a specific "*mission*-critical" agreement, including any applicable SLAs.
9.5 Aruba makes no warranty regarding the validity or effectiveness—including for evidentiary purposes—of the Service or of any data, information, message, act, or document associated with it or otherwise entered, communicated, transmitted, stored, or processed in any manner through the Service:

a) when the Customer intends to use or rely on them in countries or legal systems other than Italy,
b) with respect to their confidentiality and/or integrity (in the sense that any breaches of the latter are, as a rule, detectable by the User or the recipient through the appropriate verification procedure).

9.6 Aruba assumes no liability whatsoever for any information, data, or content entered, transmitted, or otherwise processed by the Customer through the Service, or for the Customer's use of the Service in general, and reserves the right to take any measures necessary to protect its rights and interests, including disclosing to the relevant parties information necessary to identify the Customer.
9**.7** It is understood, and the Customer acknowledges and agrees, that Aruba shall not be liable in any way for damages suffered by the Customer and/or third parties, directly or indirectly, as a result of the use of the Service.
9.8 In the event that the Customer is a public administration entity, Aruba assumes all obligations regarding the traceability of financial flows as provided for in Article 3 of Law No. 136 of August 13, 2010, as amended and supplemented.
9.9 Aruba assumes obligations of means and not of result. Aruba cannot be held liable for any damages, whether direct or indirect, suffered by the Customer as a result of errors in the data provided by the Customer to Aruba, or for the failure to assign the domain name to the Customer, regardless of the cause. Aruba does not guarantee that the Services ordered by the Customer are perfectly suited to any particular purpose or to the Customer's specific needs.
9.10 Aruba is committed to ensuring the best possible system performance, but assumes no liability toward either the Customer or third parties for delays, malfunctions, suspensions, and/or interruptions in the provision of the Service caused by factors beyond its control, including, but not limited to:

a) accidents, catastrophic events, or force majeure;
b) acts of third parties, including Aruba's suppliers;
c) malfunction or non-compliance of the connection equipment provided by the Customer or otherwise used by the Customer;
d) tampering with or modifications to the services or equipment performed by the Customer or by third parties not authorized by Aruba;
e) failures and malfunctions of hardware and software, whether owned by Aruba or its suppliers;

9.11 It is understood, and the Customer acknowledges and accepts, that Aruba assumes no liability toward either the Customer or third parties for any measures that the competent authority may directly impose on the domain name, nor for the consequences that such measures may entail—including, but not limited to, the use of the Service and/or the visibility of the corresponding website on the Internet.

10. Customer's Rights and Obligations

10.1 The Customer has the right to use the Service 24/7/365 in accordance with the Technical Specifications and the terms set forth in the Contract, and acknowledges that in any case of breach or non-performance attributable to Aruba, Aruba shall not be liable for an amount exceeding the amount paid by the Customer for the individual Service—whether ordered or renewed—affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, both now and in the future.

10.2.1 The Customer also warrants, pursuant to Article 46 of Presidential Decree 445/2000, as amended, that the data and information provided to the Suppliers for the purpose of entering into the Contract are true, accurate, and sufficient to identify the Customer, and agrees to notify the Suppliers of any changes thereto, including the email address provided in the Order Form. The Suppliers reserve the right to verify such data and/or information, including by requesting supplementary documents, which the Customer hereby undertakes to provide. If, at the time of identification, the Customer has concealed their true identity—including through the use of false personal documents—or falsely claimed to be another person, or otherwise acted in a manner that compromises the identification process, the Customer acknowledges and accepts that they will be held liable, including criminally, for making false statements, the use of false documentation, or impersonation pursuant to Article 494 of the Italian Code of Civil Procedure, and shall also be held solely liable for all damages suffered and to be suffered by the Suppliers and/or third parties as a result of the inaccuracy and/or falsity of the information provided, hereby assuming the obligation to indemnify and hold the Suppliers harmless from any and all claims, action, and/or request for indemnification or damages that may be brought against them by any party.

10.2.2 If Aruba reports an error during the issuance of an electronic invoice, the Customer is required to correct the data reported as missing or incorrect by following the procedure provided by Aruba, as described in more detail at the link https://guide.hosting.aruba.it/correzione-dati-fatturazione-scarto-fatture.aspx. Depending on the Service's functionality, the billing data, as updated by the Customer, may also be reflected in the master data and/or the account holder's information. Aruba shall therefore not be held liable for any penalties, losses, or damages arising, directly or indirectly, from delays or errors in updating such data, for which the Customer bears sole responsibility.

10.3.1 The Customer is required to verify, within 15 (fifteen) days of the date the Services are activated, the accuracy of its data in the database of the authority responsible for the chosen domain extension; if the Customer does not raise any objections regarding the accuracy of its data within that period, the data will be deemed accurate.

g In any case and at any time, the competent Authority retains the right to verify the accuracy of the data and contact information provided by the Customer for the registration of the domain name (Registrant Data) and the legitimacy of any requests for changes made regarding the same (*the* so-called *"trade process*"), including by requesting confirmation directly from the Customer and/or the parties affected by the change via email and, in the event of failure to respond within the deadline granted therein, to suspend the domain name or cancel the change made in relation to it. The Customer acknowledges and agrees that if the competent Authority finds any inaccurate data, it may proceed to revoke the domain name.

10.4 The Customer acknowledges and agrees that the registration of a domain name entails the inclusion of their personal data in a publicly accessible registry in accordance with the procedures set forth in the policies of the relevant Authority for the ccTLD chosen by the Customer, which is maintained by the Registration Authority. Without prejudice to the provisions regarding data processing set forth in the preceding Section 5.7, the Customer warrants, with respect to third-party data processed by the Customer during the ordering and/or use of the Service, that it has previously provided such third parties with the information referred to in Article 13 of EU Regulation 2016/679 and that it has an appropriate legal basis for the processing. It is understood, however, that the Customer acts, with respect to such data, as an independent data controller and assumes all obligations and liabilities associated therewith, indemnifying Aruba, pursuant to Article 10.17 below, against any dispute, claim, or request made by third parties, whether in or out of court, in connection with such processing. In any case, once the Customer has accessed the Service, the Customer is the sole data controller, pursuant to Legislative Decree 196/03 and EU Regulation 2016/679, of any data entered and/or processed through the Service itself.

10.5 The Customer represents that it possesses all the technical knowledge necessary to ensure the proper use, administration, and management of the Service and, in any case, acknowledges and agrees that the processing of data and/or information and/or content carried out by it through the aforementioned Service and the resulting dissemination of such data, information, and content on the Internet via the Service itself are performed exclusively at its own risk and under its own responsibility.

10.6 The Customer acknowledges and agrees that any transaction carried out using the Login Credentials is presumed to have been carried out by the Customer himself, and that third-party knowledge of the Login Credentials and/or any additional codes provided by Aruba to the Customer ( ) could allow such third parties to misuse the Service and gain access to the information and/or content or data processed through it. The Customer, therefore, undertakes to store and use the aforementioned Credentials and/or codes with the utmost confidentiality and diligence, to change them periodically in accordance with the technical specifications indicated on the page https://guide.hosting.aruba.it/home.aspx and the pages accessible from it—at intervals of no more than 3 (three) months, as well as to promptly notify Aruba of any unauthorized use thereof or any other security breach discovered.

10.7 The Customer acknowledges and agrees that the assignment of a domain name to the Customer does not confer any right to use that name, and:

a) declares that they have the right to use and/or, in any case, the legal right to the requested domain name and that, by submitting this registration request and/or using the chosen domain name, they will not infringe upon the rights and/or interests of third parties;

b) The Customer agrees to use the Service exclusively for lawful purposes and in accordance with the applicable legal provisions in effect from time to time, customary practices, and standards of due diligence, and in any case, without infringing upon any rights of third parties, assuming full responsibility in this regard. The Customer further declares that he or she is the sole and exclusive administrator of the Service and, as such, declares that he or she is solely responsible (i) at his or her own risk, for the management of data and/or information and/or content processed by the Customer through the Service, for their security and storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, and hereby

undertakes, for this purpose, to implement, at the Customer's own expense, suitable and adequate security measures; (ii) for the content of the information, sounds, texts, images, design elements, and data accessible and/or made available through the Service and, in any case, transmitted, disseminated, or posted online by the Customer for any reason; (iii) any malfunctions of the Service resulting from any use that does not comply with Aruba's Service Usage Policy; (iv) the loss or disclosure of Access Credentials or any additional codes provided by Aruba; (v) the management of access to the Customer's Technical Dashboard (any connection, modification to the Service, or order placed via the Customer's Technical Dashboard is presumed to have been made by the Customer).

10.9 The Customer agrees to and undertakes to comply with the provisions contained in the documents listed below, without any reservation regarding their content, and declares that he/she has carefully reviewed them:

a) the provisions contained in the Aruba Guides, available at https://assistenza.aruba.it/home.aspx;
b) the provisions contained in the policies established by the Registration Authorities responsible for the selected domain extension, published on their respective official websites; for example, for domains with the .it extension, the ccTLD.it Regulations and Guidelines, published on the website https://www.nic.it/it; for domains with the gov.it extension, the Regulations and Guidelines of the gov.it SLD, published on the website https://www.nic.it/it; for domains with the .eu extension, those published on the website https://www.eurid.eu; and for domains with extensions other than .it and .eu, those published on the website https://www.opensrs.com—including, by way of example and without limitation, those published at the link https://opensrs.com/wp-content/uploads/Tucows_ExhibitA.html;
c) ICANN's UDRP and Transfer Policies, available at https://www.icann.org/resources/pages/policy-2012-02-25-it and https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en, and the policy of the ".it" ccTLD Registry—https://www.nic.it/it/doc/2015/risoluzione-delle-dispute-nel-cctldit-linee-guida-versione-32-formato-pdf;
d) the documents prepared by ICANN and published on the website http://www.icann.org, including, but not limited to, those published at the links https://www.icann.org/resources/pages/benefits-2013-09-16-en and https://www.icann.org/resources/pages/registrars-0d-2012-02-25-en
e) In the case of registering domains with the .bio extension, the .bio domain name policy published on the EAX website.

10.10 The Customer agrees, from this moment forward, to respond promptly—and in any case within the timeframes specified by Aruba—to any formal notification received from Aruba regarding the following circumstances:

a) there are reasonable grounds to believe that the Service is being used by unauthorized third parties; or
b) the Customer is involved, in any capacity, in a judicial or extrajudicial dispute of a civil, criminal, or administrative nature, if such dispute concerns acts or conduct carried out through the Service; or
c) the Customer's conduct is such as to give rise to a well-founded and reasonable fear that the Customer will breach the Contract or be liable for one or more violations of its provisions; or
d) the Customer uses defective or unapproved equipment and/or software, or equipment and/or software that exhibits malfunctions that could cause security issues and/or vulnerabilities in the Service, could compromise the integrity of the network and/or disrupt the Service, and/or create risks to the physical safety of people and property.

10.11 The Customer declares that it is in compliance with the software licenses for any software it has independently installed and uses through the Service and assumes the related costs.

10.12 The Customer must, at its own expense and under its own responsibility, obtain all equipment (including, but not limited to, telephones, data transmission devices, computing equipment, and software) that is suitable and necessary to access and use the Service. Aruba makes no warranty regarding the compatibility of the equipment and software (hardware and software), or the applications used by the Customer with the Service, even if made available by Aruba, as all related verifications are the sole responsibility of the Customer.

10.13 With regard to the documentation of all operations performed by the Technical Panel, the Customer acknowledges and agrees, on behalf of itself and any third parties it has authorized, for any reason whatsoever, to use the Service, that only Aruba's logs, retained in accordance with the law, shall be deemed authentic. The Customer, on the other hand, is solely and exclusively responsible for any other operation performed on its own behalf or on behalf of third parties, or directly by such third parties, in the use, administration, and management of the Service; accordingly, with respect to such operations, the Customer undertakes to:

a) comply with, or ensure that third parties comply with, the applicable laws in force at any given time, including those regarding the protection of personal data (EU Regulation 2016/679);
b) to indemnify and hold Aruba harmless from any and all claims or demands for damages, whether direct or indirect, of any nature or kind, brought by any party in this regard.

10.14 The Customer hereby grants, pursuant to Article 1407 of the Italian Civil Code, its consent for Aruba to assign the Contract to third parties and/or to transfer to third parties, in whole or in part, its rights and/or obligations arising from the Contract.

10.15 The Customer acknowledges that the Internet is not controlled by Aruba and that, due to the unique structure of the network, it is not possible to guarantee its performance and functionality or to control the content of the information transmitted through it. For this reason, Aruba shall not be held liable for the transmission or receipt of illegal information of any nature or kind.

10.16 Without prejudice to the provisions of Article 16.2 below, in the case of free and/or paid services provided by third-party providers—including through Aruba or as part of the Service provided by Aruba—the Customer hereby agrees as follows:

a) acknowledges that it has reviewed and accepted the relevant terms and conditions of service and agrees to use such services in accordance with the terms and conditions specified by said providers and made available on the Aruba website and/or on any other website to which it may refer.
b) The Customer acknowledges and agrees that Aruba is and remains uninvolved in the provision of such services and in the relationship between the Customer and the third-party service provider, as said relationship is governed exclusively by the relevant contractual terms adopted by the third-party service provider in full autonomy; the Customer assumes all obligations and liabilities associated therewith and indemnifies Aruba against any dispute, claim, or demand—whether brought by third

parties, in or out of court—in connection with such services, including, but not limited to, any malfunctions thereof, their inadequacy to meet the Customer's needs, and/or any consequences that may arise for the Customer and/or the Services from the use and/or installation of such services and/or their updates.

10.17 The Customer assumes sole responsibility for all matters arising from the ownership, use, management, and content of the domain and agrees, now and in the future, to indemnify and hold Aruba harmless from any and all claims and/or demands by third parties for damages caused to them by or through the use of the Service. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability claims and agrees to notify Aruba should such a claim be filed against the Customer.

10.18 Notwithstanding the foregoing, the Customer who is the registrant of a ".gTLD" domain name hereby authorizes OpenSRS/Tucows, an ICANN-accredited registrar, to validate and approve, on the Customer's behalf, the relevant request to change the registrant, appointing OpenSRS/Tucows as the "Designated Agent," pursuant to and for the purposes of the provisions set forth in the ICANN regulation titled "Transfer Policy" and available at https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en, as referred to in Article 10.9(d) above.

10bis. Service Migration

10bis.1. The Customer has the right to activate and use services offered by other providers that are of the same type as those provided by Aruba. In this regard, Aruba undertakes not to hinder, limit, or make it more costly for the Customer to use equivalent services provided by third-party providers.

10bis.2. The Customer may migrate the data contained in the Service to another provider or to a local ICT infrastructure of their choice by submitting a request to Aruba, with at least 30 (thirty) days' notice, via the website https://assistenza.aruba.it. Notwithstanding the foregoing, for technical reasons, the request must, in any case, be received by Aruba at least 30 (thirty) days prior to the Service's expiration date.

Notwithstanding the foregoing, the Customer retains the right to transfer the domain name at any time and independently, in accordance with Article 6.7 above.

10bis.3. During the notice period, the Customer retains access to the Service to retrieve and export data and to independently migrate to another provider or to local ICT infrastructure.

The Customer agrees to complete the migration without delay and, in any case, within a maximum period of 30 (thirty) days from the expiration of the notice period referred to in the preceding paragraph. Upon expiration of this period, Aruba will deactivate the Service and delete the data contained therein, which will no longer be recoverable by the Customer, unless otherwise agreed with Aruba to provide for a longer data retention period. Aruba expressly disclaims any liability regarding the deletion of data carried out in accordance with the procedure described above.

10.bis.4 The Customer has the right to request an extension from Aruba of the migration period provided for in Article 10.bis.3 above. Such a request must be submitted in writing to Aruba by opening a support ticket on the website https://assistenza.aruba.it and may be exercised only once.

10bis.5 If Aruba, due to technical impediments and within the scope of its responsibility, is unable to allow the Customer to complete the migration process within the period specified in Article 10bis.3, it shall notify the Customer within 14 (fourteen) business days of receiving the migration request, informing the Customer of the technical impossibility encountered and indicating the new estimated deadline for completing the migration.

10bis.6 The terms and operational procedures for migration and data recovery, including formats, categories of exportable data, technical limitations, and any costs, are specified on the website https://guide.aruba.it/it/home.aspx

During the migration process, Aruba undertakes to:

a) provide, to the best of its ability, reasonable assistance to the Customer and any third parties authorized by the Customer, in order to facilitate the migration of data contained in the Service to another provider or to a local ICT infrastructure;
b) ensure, with due professional diligence, uninterrupted access to the Service affected by the migration process in order to allow the Customer to retrieve the data;
c) provide the Customer with clear information regarding any known risks that could compromise the continuity of access to the Service affected by the migration process;
d) ensure the security of the Service for the entire duration of the migration process, allowing the Customer to export their data at any time and independently, under their own responsibility.

10bis.7. Upon completion of the migration phase, the Contract shall be deemed automatically terminated.

11. Support and Maintenance

11.1 Technical support is provided exclusively within the timeframes and in accordance with the procedures indicated on the website https://assistenza.aruba.it/. In any case, the Customer is required to promptly notify Aruba of any irregularities or malfunctions detected in connection with the Service. Aruba will make every reasonable effort to address the issues reported by the Customer as soon as possible, subject to the support hours indicated on the website https://assistenza.aruba.it/.

11.2 Aruba may perform any "customized" interventions and, in any case, interventions aimed at providing the technical assistance necessary to ensure the proper functioning of the Service. In such cases, the Customer authorizes Aruba and/or any companies it may appoint to perform the requested and/or necessary technical intervention; the Customer acknowledges and agrees that such intervention may take place within varying timeframes based on the following criteria: a) the type of intervention requested; b) the order in which the intervention request was received; c) the priority level of the intervention request. In order to ensure the proper and prompt execution of the requested intervention, the Customer agrees to provide all specifications and information requested by Aruba.

With the intervention referred to in this paragraph, which is exclusively technical in nature, the Customer:

a) declares that they are aware that such intervention may pose a high degree of risk to the operation of the Service or to
b) the integrity of data and/or information and/or content that the Customer has entered and/or processed through the Service; and
c) acknowledges and accepts that Aruba, by performing the intervention, assumes an obligation of means and not of result, and that,
d) Except as strictly necessary to perform the support services requested by the Customer, under no circumstances will the Customer participate in the management of, or take any action regarding, the data and/or information and/or content processed and/or entered by the Customer through the Services and/or on the Customer's remote workstation, nor will the Customer participate in or influence such data, information, or content in any way; and
e) agrees, hereby and for the future, to assume all associated risks; and
f) agrees, from this time forward, to obtain, prior to the performance of the work, a complete backup copy of the data and/or
g) information and/or content that the User has entered and/or processed through the Service.

11.3 Aruba undertakes to ensure a level of professionalism appropriate to the performance of the requested activities, in accordance with best practices and, in any case, with due diligence and for the time strictly necessary to provide the requested service; at the same time, Aruba shall not collect or store any information contained in the Customer's archives, except as necessary for the Customer's requested activity related to the Support Service.

11.4 Notwithstanding the foregoing, in any event, the Customer hereby releases Aruba and/or its subsidiaries and their personnel, as well as any third-party companies engaged to perform the work and their personnel, from any liability for any direct or indirect damages of any nature or kind suffered or to be suffered as a result of or in connection with the work referred to in this Article 11.

11.5 Aruba reserves the right to suspend or interrupt the provision of the Services in order to perform technical maintenance. In such cases, the Customer will be notified via email with 7 (seven) days' advance notice; such notification will also specify the estimated time for service restoration.

11.6 The Customer acknowledges and agrees, now and in the future, that Aruba uses so-called "patching" software systems that automatically remove any vulnerabilities and/or malware and/or viruses that may be present in the files uploaded by the Customer to the space made available to them, and correct such issues. Therefore, the Customer hereby releases Aruba from liability for any direct or indirect damages of any nature or kind suffered or to be suffered as a result of or due to such actions, including, but not limited to, those arising from Service interruptions and/or the unavailability of the website and/or data loss.

11.7 Aruba may provide, at the Customer's request, customized technical support, including through screen-sharing tools, if the Customer:

- the holder of an account (e.g., 123456@aruba.it) used to purchase online services on www.aruba.it, and
- the holder of the service associated with that account for which support is requested,

Such assistance may be provided in a mode that allows the operator to view only the screen of the device shared by the Customer, without the possibility of remote control by the operator. The operator's access is limited to the single session and ceases immediately and permanently upon its conclusion. Aruba does not retain any recording of the session.

In such cases, the Customer acknowledges and agrees that, prior to initiating the remote support session, it is the Customer's sole obligation and responsibility to:

a) perform a complete and up-to-date backup of all data, files, and software on their device;

b) close all windows, applications, files, and programs not strictly relevant to the support request, in order to protect their personal information, sensitive data, or confidential information belonging to third parties. The Customer remains solely and fully responsible for any data or content made visible to the operator during the support session.

Under no circumstances shall Aruba be held liable for any data loss, damage, alteration, or malfunction resulting from the Customer's improper use of the service.

Aruba is also not liable for any malfunctions, interruptions, or anomalies in the service resulting from causes beyond its control, including, but not limited to, issues related to the Customer's connectivity, hardware or software configurations of the device used, or actions by third parties.

12. Suspension of the Service

12.1 Without prejudice to the application of Articles 14 and 15 below, Aruba, at its discretion and without such exercise of this right being deemed a breach or violation of the Agreement, reserves the right to suspend or terminate the Service, even without prior notice, in the event that:

a) the Customer defaults or breaches even a single provision contained in the Agreement, including those contained in the Aruba Service Usage Policy;
b) the Customer fails to comply, in whole or in part, with Aruba's requests, and in any case, the Customer's conduct is such as to give rise to a well-founded and reasonable fear that the Customer will breach the Contract or be liable for one or more violations of its provisions;
c) there are reasonable grounds to believe that the Service is being used by unauthorized third parties;
d) in the event of force majeure or circumstances that, in Aruba's sole discretion, require emergency measures or actions to resolve security issues, or to address dangers to the entire network and/or to persons or property; in such cases, the Service will be restored once Aruba, at its discretion, has determined that the causes that led to its suspension or interruption have been effectively removed or eliminated;
e) the Customer is involved, in any capacity, in any judicial or extrajudicial dispute of a civil, criminal, or administrative nature concerning the registered domain name, its content, the associated email accounts, or acts and conduct carried out through it. In such cases, Aruba reserves the right, at its sole discretion and purely as a courtesy—and therefore without thereby assuming any obligation

toward the Customer or any affected third parties—to renew the domain name registration with the competent authority for one or more years, while maintaining the measures previously adopted. The legitimate registrant of the domain name subject to the dispute may regain access to it upon payment to Aruba of the renewal fee(s) for the renewal(s) carried out by Aruba in accordance with the terms set forth above.

f) is requested by a judicial authority;
g) if there are valid security and/or confidentiality reasons;
h) if the Customer uses defective or non-approved equipment, or equipment that exhibits malfunctions that could cause security issues and/or vulnerabilities in the Service, could compromise the integrity of the network and/or disrupt the Service, and/or pose risks to the physical safety of people and property.

In any case where the Service is suspended due to the Customer's fault, this shall not preclude Aruba from taking any action to seek compensation
for damages.

12.2 Aruba undertakes to ensure the best possible system performance, but assumes no liability toward either its Customers or Third Parties for delays, malfunctions, suspensions, and/or interruptions in the provision of the Service caused by factors beyond its control, including but not limited to:

a) acts of God, catastrophic events, or force majeure;
b) acts of third parties, including Aruba's suppliers;
c) malfunction or non-compliance of the connection equipment provided by the Customer or otherwise used by the Customer;
d) tampering with or modifications to the services or equipment performed by the Customer or by third parties not authorized by Aruba;
e) failures and malfunctions of machines and software, whether owned by Aruba or its suppliers.

12.3 In any case where the Service is suspended due to the Customer's fault, this shall not preclude Aruba from taking any action to seek compensation for damages. During the suspension of the Service, regardless of the cause, the Customer will not be able to access any data and/or information and/or content that the Customer has entered and/or processed through the Service. It is understood that in such cases, Aruba shall not be liable for any loss, damage, or injury suffered and/or to be suffered by the Customer and/or Third Parties, whether direct or indirect, foreseeable or unforeseeable, including, but not limited to, economic/financial losses, loss of business, revenue, and profits, and/or loss of goodwill; the Customer, therefore, acknowledges and agrees that it shall have no claim against Aruba for compensation, indemnification, reimbursement, or any other reason.

13. Withdrawal

13.1. A Customer who qualifies as a "consumer" pursuant to Article 3 of Legislative Decree 206/2005 (the so-called "Consumer Code"), may exercise the right of withdrawal in the forms and manner provided for in Articles 52 et seq. of the Consumer Code within 14 (fourteen) days from the date the Contract is concluded, without penalty and without providing any reason. Specifically, the Customer must expressly state their intention to withdraw by using the form available at the link https://hosting.aruba.it/termini-condizioni.aspx, or any other explicit statement of their intention to withdraw from the contract, by sending the notice of withdrawal exclusively via certified mail with return receipt to the addresses indicated in Article 19 below, or via certified email (PEC) to the addressrecessi@aruba.pec.it , or by submitting a support request on the website https://assistenza.aruba.it. If the right of withdrawal is exercised, Aruba will refund the Customer, without undue delay and in any case within 14 days from the date on which the intention to withdraw from this contract was communicated, all payments received, using the same payment method used by the Customer for the payment, or by means agreed upon with the Customer for which the Customer will not incur any costs as a result of the refund.

13.2 Notwithstanding the foregoing, the Customer, whether or not he or she qualifies as a "consumer" pursuant to Article 3 of Legislative Decree 206/2005 (the so-called "Consumer Code"), shall always have the right to withdraw from the Contract at any time, without penalty and without providing a reason, by sending written notice accompanied by a copy of an identification document via certified mail with return receipt to the addresses indicated in Article 19 below, or via certified email (PEC) torecessi@aruba.pec.it , or by submitting a support request on the website https://assistenza.aruba.it. The withdrawal shall take effect 30 (thirty) days after the date of receipt by Aruba of the aforementioned notice, entitling Aruba to deactivate the Service and to issue a refund, if applicable, of the portion of the amount paid corresponding to the number of unused days until the next natural expiration date of the Contract, less any costs incurred and/or to be incurred, in accordance with the provisions of Article 1, paragraph 3, of Decree-Law 7/2007, converted into Law 40/2007.

13.2.1. With specific reference to the purchase of registration rights for Premium Domains, the Customer—who qualifies as a "consumer" pursuant to Article 3 of Legislative Decree 206/2005 (the so-called "Consumer Code") — hereby grants his or her express consent for the transfer to be carried out immediately upon conclusion of the Contract, and in such case agrees to waive, pursuant to Article 59.9(a) of the Consumer Code, the right to withdraw from the Contract and, consequently, to forfeit the right to a refund of the amount paid.

13.2.2 With specific reference to the purchase of registration rights for Premium Domains, a Customer who does not qualify as a "consumer" acknowledges and agrees that—notwithstanding the provisions of paragraph 13.2 above—he or she may not exercise the right to withdraw from the Contract and, consequently, forfeits any right to a refund of the amount paid for the transfer of the registration of said domain to his or her name.

13.2.3 Termination of the Contract pursuant to Article 13.2 and the cancellation with the competent Registration Authority of the domain name registered and/or maintained through the Services provided by Aruba that are the subject of the termination constitute separate transactions. If the notice of termination sent by the Customer to Aruba does not include the documentation necessary for the cancellation of the domain name with the competent Registration Authority, Aruba will nevertheless process the termination request, which will take effect within the timeframe specified in Article 13.2. The Customer's failure to submit the documentation required to cancel the domain name with the competent Registration Authority does not suspend or delay the effectiveness of the termination.

In such cases, Aruba will notify the Customer of the documentation that must be provided in order to proceed with the cancellation of the domain name with the competent Registration Authority. If the requested documentation is not provided, Aruba will not proceed with the early cancellation of the domain name with the competent Registration Authority and, upon expiration of the registration, will not renew it. The domain name will therefore remain registered until the natural expiration of the registration, subject to any additional timeframes and procedures established by the competent Registration Authority.
The continued registration of the domain name does not imply the continuation of the Contract with Aruba or the provision of the Services subject to cancellation.
If the Customer subsequently submits the requested supplementary documentation, Aruba, after verifying its completeness and compliance, will carry out the necessary steps to request the cancellation of the domain name with the relevant Registration Authority, provided that the cancellation of the domain name will occur in accordance with the procedures and timelines established by the latter.
Aruba shall not be held liable for the failure to cancel or the delay in canceling the domain name with the competent Registration Authority to the extent that such failure is attributable to the Customer's failure to submit, or the submission of incomplete or non-compliant documentation, as required for that purpose.
13.3 Without prejudice to the provisions of the preceding paragraphs of this article, Aruba reserves the right to terminate the Contract at any time and without providing a reason, by giving the Customer written notice at least 15 (fifteen) days in advance, except in the event that:
(i) events resulting from force majeure occur;
(ii) the Customer is listed on the protest register, has been declared insolvent, or has been admitted to or subjected to insolvency proceedings;
(iii) the Customer is in default in any respect with respect to Aruba, including under contracts other than this one;
in such cases, Aruba reserves the right to terminate this contract with immediate effect.
13.4 Once the above-mentioned period has elapsed, the Contract shall be deemed to have expired and/or terminated, and Aruba may at any time deactivate the Service without further notice and refund to the Customer the prorated portion of the amount paid, corresponding to the number of unused days, up to the next natural expiration date of the Contract, less any costs incurred and/or to be incurred. In any case, Aruba expressly disclaims any other liability arising from the exercise of the right of withdrawal and/or the Customer's failure to use the Service, as well as any resulting right of the Customer to claim any other refund, indemnity, or compensation of any kind or nature.

14. Express Termination Clause – Termination for Breach – Conditions Precedent

14.1 Without prejudice to the provisions of other clauses of the Contract, the Contract shall be deemed terminated with immediate effect, pursuant to and for the purposes set forth in Article 1456 of the Civil Code, if the Customer:
a) breaches the obligations set forth in Articles 10, 17, and 18 of this Section of the Terms and Conditions, as well as the provisions set forth in the documents to which they refer; or,
b) violates the obligations set forth in Articles 3 of Section II, 4 and 6 of Section III, 3, 4, and 5 of Section IV, 5 of Section V, and 6 of Section VI of the Terms and Conditions;
c) violates Aruba's Terms of Service; or,
d) engages in any unlawful activity while using the Service;
e) assigns all or part of the contract to a third party without Aruba's prior written consent;
f) violates the rules set forth in Article 26 of this Agreement, or commits any of the predicate offenses referred to in Legislative Decree 231/2001.

15. Changes to the Agreement and/or Aruba Policies

15.1 The Customer acknowledges and agrees that the Service covered by this Agreement is characterized by constantly evolving technology; for these reasons, Aruba reserves the right to improve the technical and financial characteristics of the Service and its related tools, and to modify the terms of this Agreement at any time, even after its execution, without this giving rise to any obligations on the part of the Customer. The costs of software licenses paid, through Aruba, to the respective licensors will be automatically adjusted in the event of price changes by the licensor.
15.2 If Aruba makes technical or financial changes that result in a deterioration or increase in costs in terms of performance and/or financial terms, or that modify any part of the contractual terms, such changes will be communicated to the Customer via email or by posting on the website https://hosting.aruba.it.
The aforementioned changes will take effect 30 (thirty) days after the date of their notification, with the exception of changes to the financial terms relating to a Contract already in effect as of the date of such changes, which will be applied effective as of the first subsequent renewal. If the Customer does not wish to accept the aforementioned changes, including those regarding the fee, the Customer may, within the aforementioned period, exercise the right to terminate the Contract by sending written notice via certified mail with return receipt to Aruba S.p.A., Loc. Palazzetto No. 4, 52011 Bibbiena (Arezzo), or via certified email (PEC) torecessi@aruba.pec.it , or by submitting a support request on the website https://assistenza.aruba.it. If the Customer does not exercise the right to terminate the Contract within the timeframes and in the manner specified above, the changes shall be deemed to have been definitively acknowledged and accepted by the Customer.
15.3 Notwithstanding the foregoing, Aruba may modify the technical specifications, systems, and resources in response to normal technological advancements in hardware and software components, while ensuring that the Customer retains the same functionality.
15.4 Aruba reserves the right to modify the Aruba Service Usage Policy at any time due to the needs referred to in paragraph 1 above or in compliance with legal provisions; even in such cases, the Customer may exercise the rights provided for in paragraph 2 above.

16. Copyright and Licenses

16.1 The Customer is required to use the Service in compliance with Aruba's intellectual and/or industrial property rights, as specified in the Aruba Service Usage Policy. The software, like any other copyright or intellectual property right, is the exclusive property of Aruba and/or its predecessors in title; therefore, the Customer acquires no rights or title thereto and is permitted to use it only during the term of the contract.
16.2 In the case of licenses provided by third-party vendors through Aruba, the Customer acknowledges having reviewed the terms and agrees to use the software in accordance with the instructions provided on the respective websites, exclusively for personal use. The Customer agrees to accept and comply with the terms of the aforementioned licenses. The Customer declares that they are aware that the licenses are entered into between the Customer and the copyright holder, and that Aruba bears no liability whatsoever in this regard.

17. Information Security

The Customer, acknowledging that Aruba has obtained ISO 27001 certification and has implemented other measures and/or tools deemed appropriate to most effectively safeguard information security (physical, logical, IT, and organizational), hereby agrees, hereby undertakes not to disclose or otherwise make available to third parties, in any manner, any confidential information known or handled in connection with the performance and/or implementation of the Contract without Aruba's specific written consent.

18. Final Provisions

18.1 This Agreement supersedes and replaces any prior agreement that may have been entered into between Aruba and the Customer that, for any reason, relates to the same login credentials and concerns the Service, and constitutes the final and complete expression of the agreements entered into between the Parties regarding this matter. No amendment, addendum, or clause added to this Agreement in any manner shall be valid or effective between the Parties unless specifically and expressly approved in writing by both Parties. In the event of special agreements with the Customer, these must be set forth in writing and shall constitute addenda to these terms and conditions.
18.2 Under no circumstances shall any breaches and/or conduct by the Customer that deviate from the Contract be considered as exceptions to the Contract or as tacit acceptance thereof, even if not contested by Aruba. Any failure by Aruba to exercise or enforce any right or provision of the Contract shall not constitute a waiver of such rights or provisions.
18.3 Unless otherwise expressly stated in the Contract, Aruba may send all communications to the Customer using the contact information provided by the Customer at the time of ordering or during the provision of the Service (and therefore, by way of example only and without limitation, whether delivered in person, via email—certified or otherwise—via certified mail with return receipt requested, regular mail, or via SMS) and, consequently, such communications shall be deemed to have been received by the Customer. Any changes to the Customer's addresses and contact information—including the email address provided at the time of ordering—that are not communicated to Aruba in accordance with the procedures set forth in the Contract shall not be enforceable against Aruba.
18.4 Except as specifically provided for in the Contract, all communications that the Customer intends to send to Aruba regarding the Contract, including requests for assistance, must be submitted via a support ticket in accordance with the procedures outlined on the page https://assistenza.aruba.it.
18.5 The Customer acknowledges and agrees that a copy of the contract entered into with Aruba will be sent via email.
18.6 The possible ineffectiveness and/or invalidity, in whole or in part, of one or more provisions of the Agreement shall not render the other provisions invalid; such provisions shall be deemed fully valid and effective.
18.7 The Customer acknowledges and agrees that Aruba may disclose to third parties and/or publicize in any form data relating to the Agreement (including, but not limited to: the subject matter, the term, and the Customer's name) as a commercial reference for the promotion of its own products or services.
18.8 The relationship between Aruba and the Customer established in the Contract shall not be construed as a relationship of agency, representation, collaboration, or partnership, or any other similar or equivalent contractual arrangement.
18.9 The Customer agrees not to assign the Contract to third parties without Aruba's prior written authorization.

19. Complaints

Any complaints regarding the provision of the Service must be submitted to:
Aruba S.p.A., Loc. Palazzetto No. 4 - 52011 Bibbiena (Arezzo), by certified letter with return receipt, or submitted via a support ticket through the Aruba support service, no later than 7 (seven) days from the time the event giving rise to the complaint occurs. Aruba will review the complaint and provide a written response within 30 (thirty) days of receiving it. In the case of complaints involving particularly complex matters that do not allow for a comprehensive response within the aforementioned timeframe, Aruba will inform the Customer within the aforementioned timeframe regarding the status of the case.

20. Discount Coupons and Promotions

20.1 For products/services that are part of initiatives promoted by Aruba, Customers who meet the requirements listed and specified on the pages describing such initiatives may receive a "discount coupon" granted to them in accordance with the terms of the relevant promotion.

Aruba S.p.A.
Via San Clemente No. 53, Ponte San Pietro 24036 (BG)
VAT No. 01573850516 | **Tax ID No.** 04552920482
REA BG 434483 | Authorized Capital €4,000,000 fully paid-in | **Certified Email (PEC)** aruba@aruba.pec.it | **Website** aruba.it

20.2 Furthermore, the Customer acknowledges and agrees, now and in the future, that the "discount coupon" referred to in paragraph 1 above, unless otherwise specified by Aruba regarding the related promotion:

a) may be used only once during its validity period and cannot be combined with other ongoing promotions, unless otherwise specified by Aruba; and b) is transferable to third parties; and
b) Unless otherwise specified by Aruba, it may not be reused in the event of cancellation, rescission, or failure to fulfill the order for any reason and/or cause; and
c) Aruba will not reimburse the Customer for its value in the event of termination of the contract for any reason and/or cause; and
d) of any kind, it is neither refundable nor convertible into cash; and
e) It is not retroactive; therefore, it cannot be applied to orders that have already been placed; and
f) unless otherwise specified by Aruba, it cannot be used for orders related to the renewal of Services.

20.3 Notwithstanding the foregoing, Aruba reserves the right, in its sole discretion, to modify, suspend, or revoke the ability to use a "discount coupon" at any time, without the need for any prior notice and/or communication.

20.4 With regard to Promotions, for products/services included in initiatives promoted by Aruba, the Customer acknowledges and agrees, now and in the future, that the services available for purchase as part of a promotion are subject to the limitations published on the website https://hosting.aruba.it/offerte-domini-hosting-aruba.aspx, including limitations on the maximum number of promotional services that may be purchased. If this limit is exceeded, the current list prices will apply.

In such a case, Aruba reserves the right to suspend or terminate the user's services and/or account at any time, without the need for prior notice and/or communication, and to request payment of the applicable fees and/or any additional amounts due for services purchased beyond the limit set by the promotions.

21. Continued Effect

This clause, the other clauses of these Terms and Conditions set forth below, as well as the provisions contained in the documents to which such clauses refer, shall remain valid and effective between the Parties even after termination or rescission for any reason or attributable to any party:

1. Definitions
5. Activation and Provision of the Service
9. Aruba's Obligations and Limitations of Liability
10. Customer's Obligations and Rights
13. Termination
14. Express Termination Clause—Termination for Breach—Conditions Precedent
16. Copyright and Licenses
17. Information Security
23. Governing Law, Jurisdiction, and Venue

22. Processing of Personal Data

22.1 The processing of personal data provided by the Customer to Aruba for the purposes of executing this Agreement and the subsequent provision of the Service shall be carried out in accordance with Legislative Decree 196/2003 and EU Regulation 2016/679, as well as the privacy policy available at https://www.aruba.it/informativa_arubaspa.pdf.

22.2 Aruba acts as an independent data controller solely for the purposes of data collection, processing, and management necessary for the provision of the Services, in accordance with the definitions of roles set forth in Legislative Decree 196/2003 and EU Regulation 2016/679.

22.3 With respect to third-party data that the Customer has entered and/or processed when placing an order and/or using the Services, the Customer declares that it has previously provided such third parties with adequate information pursuant to Article 13 of EU Regulation 2016/679 and that it has an appropriate legal basis for the processing. It is understood, however, that with respect to such data, the Customer acts as an independent Data Controller, assuming all obligations and responsibilities associated therewith and indemnifying Aruba against any dispute, claim, or other action that may arise from third parties in connection with such processing.

23. Appointment as Data Processor

For the Service covered by this Agreement, the Customer appoints Aruba as the Data Processor and/or as a Sub-processor for third-party data if the Customer acts as the Data Controller with respect to such data (in such cases, the Customer warrants that it has been appointed by the Data Controller as the Data Processor pursuant to Article 28 of EU Regulation 2016/679), with a detailed description of the duties and responsibilities they will be required to perform in that capacity, as set forth below.

This appointment as Data Processor or Sub-processor and the related provisions shall remain in effect for the duration of the Contract entered into between the Customer and Aruba in connection with the selected Service.

This appointment and this document shall automatically cease to be effective in the event of termination, withdrawal, or expiration of the Contract, except for any time necessary to allow the Client to retrieve personal data, if so contractually agreed upon by the Parties.

Similarly, in the event of tacit renewal of the Contract, the appointment as Data Processor or Sub-processor shall be deemed automatically renewed for a term equal to that of the Contract.

I. Data Processed by Aruba in the Provision of the Services Set Forth in the Contract

The Services provided by Aruba, in accordance with their Technical Specifications, allow the Customer to process data according to the timelines and methods set by the Customer and managed independently by the Customer, subject to applicable legal provisions. The scope of Aruba's appointment relates solely to the processing of personal data entered and/or transmitted independently by the Customer through the selected Service and/or within the scope of that Service, and in any case in accordance with the purposes necessary for its proper provision by Aruba and in compliance with the provisions of the applicable legislation in force from time to time.
It is understood that, pursuant to Legislative Decree 70/2003, Aruba, in providing the Services, is not liable for information stored at the Customer's request, nor is it subject to a general obligation to monitor the information it transmits or stores, nor to a general obligation to actively investigate facts or circumstances indicating the presence of unlawful activities.

II. Obligations and Rights

By virtue of this appointment, Aruba is authorized exclusively to process personal data to the extent and within the limits necessary for the performance of the activities assigned to it. Aruba has the authority to carry out all activities necessary to ensure compliance with applicable regulations and is responsible for organizing, managing, and supervising all personal data processing operations communicated to it by the Customer for the purpose of performing the activities covered by the selected Service. In accordance with the provisions of EU Regulation 2016/679 and the laws governing the processing of personal data, it is hereby specified that it is Aruba's duty to:

a) process the personal data entered and/or transmitted in connection with the performance of the selected Service covered by the Contract, in accordance with the technical and security requirements established based on the provisions of the Contract, in the Manuals, in the Technical Specifications governing them, and in the Codes of Conduct to which Aruba has adhered in relation to the selected Service, which, for the purposes of this article, shall be understood as documentation containing the data processing instructions that the Customer accepts. Should the Customer have specific needs that require instructions different from those described in the aforementioned documentation, the Customer must notify Aruba of such needs and describe the measures to be guaranteed; these will be evaluated and, if feasible, quoted in a specific offer;
b) ensure that persons authorized to process personal data have committed to confidentiality or are subject to an adequate legal obligation of confidentiality; such persons authorized to process data, in connection with the performance of the activities described above, will be specifically assigned to the processing by Aruba, which will provide them with the necessary instructions and inform them of the agreed-upon procedures and those prescribed by EU Regulation 2016/679;
c) take all measures required under Article 32 of EU Regulation 2016/679; in particular, Aruba, in providing the selected Service, will apply the measures set forth in the Contract, the Technical Specifications, the Service Manuals, and the Codes of Conduct to which it has adhered in relation to the selected Service, as well as the procedures it has adopted in accordance with the ISO 27001 standard.
d) taking into account the nature of the processing, assist the Customer (i) with appropriate technical and organizational measures, to the extent possible, to respond to requests received regarding the exercise of Data Subjects' rights; (ii) in ensuring compliance with the obligations set forth in Articles 32 through 36 of EU Regulation 2016/679, also taking into account the information available to Aruba;
e) at the Customer's discretion, delete or return all personal data to the Customer after the provision of services related to the processing has ended and delete any existing copies;
f) provide the Client with all the information necessary to demonstrate compliance with the obligations set forth in the appointment contained in this document, by permitting and assisting with audit and verification activities. Such activities may be conducted following 20 (twenty) days' advance notice, no more than once a year, and, in addition, in the event of personal data breaches involving the Customer's personal data, and in any case subject to prior agreement on the timing and procedures for such audits, provided that they do not involve the analysis of third-party data and do not conflict with Aruba's confidentiality obligations or Aruba's own policies. The costs of such audits shall be borne by the Customer. Aruba, therefore, processes data in accordance with the instructions set forth above, the guidelines in the Manual governing the Service, any attachments, and the provisions contained in EU Regulation 2016/679, as well as in compliance with the security requirements established for the provision of individual services.

III. Sub-processors

By signing this agreement, and without prejudice to any express provisions on this matter set forth in the subsequent sections of these Contractual Terms, the Customer authorizes Aruba to engage its own sub-processors, including third-party providers and companies within the Aruba Group, to provide services (support, maintenance, provision of additional services, providers of networks and electronic communications services) related to the requested service, acknowledging and accepting that this may involve the processing of data by such parties.
For the purposes of appointing a sub-processor, Aruba ensures, through a written contract, that

a) the sub-processor will access the Customer's data only to the extent necessary to fulfill the obligations delegated to it in accordance with the Agreement;
b) the sub-processor assumes the obligations set forth in Article 28 of EU Regulation 2016/679;
c) Aruba remains liable to the Customer for all obligations assumed, including those related to the activities entrusted to the sub-processor.

In order to allow the Customer to exercise precise control over the aforementioned third parties, as well as to ensure compliance with all applicable obligations regarding the entire category of such third parties, Aruba undertakes to keep an up-to-date list of such third parties, as well as specific documentation setting forth the obligations assumed by said third parties in relation to the responsibilities regarding the processing of personal data specified in this document, should they process data within the scope of the selected Service.

Aruba undertakes to inform the Customer, upon request, of any changes made by such third parties.

IV. Breaches

Should any events occur that result in a breach of the data processed by Aruba in the provision of the Services, Aruba will notify the Customer in the manner and within the timeframes set forth in the applicable laws and regulations.

24. Governing Law, Jurisdiction, and Competent Court

24.1 This Agreement is governed exclusively by Italian law, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
These Terms and Conditions have been drafted and prepared in compliance with and in accordance with the provisions contained in Legislative Decree 206/2005 (Consumer Code), Law 40/2007 (Urgent Measures for Consumer Protection, the Promotion of Competition, the Development of Economic Activities, and the Creation of New Businesses), and Legislative Decree No. 70/2003 (Implementation of Directive 2000/31/EC on Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market); these provisions are deemed to be automatically amended and/or adapted to the relevant provisions of subsequent laws and/or regulations.
24.2 To the extent not expressly provided for in the Contract, the Parties expressly refer, to the extent possible, to the applicable laws.
24.3 The Italian courts shall have exclusive jurisdiction to resolve and decide any and all disputes relating to the interpretation and/or performance and/or application of the Contract, unless the Customer acted and entered into the Contract as a Consumer for purposes unrelated to any business or professional activity; in which case jurisdiction shall lie with the courts of the country where the Consumer was domiciled at the time the Contract was concluded, unless the Consumer prefers to bring the matter before the Italian courts.
24.4 When, pursuant to paragraph 2 above, the jurisdiction to resolve and decide any and all disputes relating to the interpretation and/or performance and/or application of the Contract is determined:

a) With regard to the Italian courts, exclusive territorial jurisdiction shall lie with the court in the jurisdiction where the defendant is domiciled or has its principal place of business, unless the Customer acted and entered into the Contract as a Consumer for purposes unrelated to any business or professional activity; in such a case, exclusive jurisdiction shall lie with the court in the jurisdiction where the Customer was domiciled at the time the Contract was concluded, provided that such domicile is located within the territory of Italy; otherwise, exclusive jurisdiction shall lie with the court in the jurisdiction where the Supplier has its registered office;
b) If the matter falls under the jurisdiction of a judicial authority in a country other than Italy, territorial jurisdiction shall lie exclusively with the judicial authority of the court where the Customer is domiciled, provided that such domicile is still located within the territory of the country where the Customer was domiciled at the time the Contract was concluded; failing that, or if the Customer has chosen to bring the matter before an Italian judicial authority, exclusive jurisdiction shall lie with the judicial authority of the court where the Supplier has its principal place of business.

25. Anti-Corruption Management System

Aruba has implemented an Anti-Corruption Management System in accordance with the industry standard UNI ISO 37001 and has adopted the corresponding Anti-Corruption Policy, published on the following webpage https://www.aruba.it/certificazioni.aspx. The Customer agrees to comply with the requirements of said system and the principles set forth in the
Anti-Corruption Policy; in the event of violations of the Anti-Corruption Policy or failure to submission of the documentation required by the Anti-Corruption Management System, Aruba may terminate the contract in accordance with the provisions of these Terms and Conditions.

26. Organization, Management, and Control Model pursuant to Legislative Decree 231/01 and Indemnification

The Customer acknowledges that Aruba has adopted and implemented an Organization, Management, and Control Model pursuant to Legislative Decree 231/01, along with the related Code of Ethics and Disciplinary System published on the following webpage: https://www.aruba.it/home.aspx.

The Customer undertakes to comply with the principles of the Organization, Management, and Control Model and all documents referred to therein and, in general, to refrain from any conduct that could constitute the offenses specified in Legislative Decree 231/01 and its subsequent amendments and additions.
The Customer also undertakes to comply with all the principles contained in the aforementioned documentation. A violation of the established rules constitutes a material breach of contract, on the basis of which Aruba may terminate the Contract pursuant to Article 14, Section I—General Terms and Conditions.
The Customer hereby indemnifies Aruba against any penalties or damages that may be incurred by Aruba as a result of the Customer's violation of the applicable rules.

SECTION II – SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF THE CERTIFIED E-MAIL (PEC) SERVICE

Definitions

Where mentioned in the Contract, the terms listed below shall have the following meanings:

Addendum to the "Certified Email Operational Manual": the addendum to the manual published and made publicly available in accordance with the law, containing the procedures for identification and issuance of the Certified Email Service in compliance with European standards, available for download at the link https://www.pec.it/termini-condizioni.aspx;
Aruba Account: the individual in whose name the account is held with Aruba S.p.A., identified by a username (e.g., 123456@aruba.it), which allows the user to purchase services online at Aruba.it, including PEC email accounts
PEC Mailbox: a Certified Email (PEC) mailbox defined within a PEC domain, associated with a system for "transmitting" electronic documents that bears strong similarities to "traditional" email service; however, it includes additional features that provide users with legally binding certainty regarding the date and time of sending and delivery (or non-delivery) of email messages to the recipient;
PEC Domain: a domain name dedicated to the certified PEC mailbox(es), certified by the Provider, which the Provider submits for registration in the specific list maintained by AgID that contains only certified email mailboxes;
Identification: The process selected by the Customer to verify the identity of the PEC mailbox holder, which may be carried out in accordance with the procedures outlined in the Addendum to the Operating Manual available at the following page: https://www.pec.it/termini-condizioni.aspx.
REM "Registered Electronic Mail": a specific qualified certified electronic delivery service based on email protocols, as defined under Article 44 of EU Regulation No. 910/2014 (eIDAS).
Tacit Renewal: the option that allows for the tacit renewal of the Service upon its expiration for a period equal to the initial term. Unless the Customer expressly indicates otherwise in the manner specified during the ordering process, this option will be automatically activated if the Customer chooses to pay for the Service by credit card or PayPal, in accordance with the provisions of Article 6 of Section I of the Terms and Conditions;
Certified Email Service (PEC): the Certified Email (PEC) mailbox or mailboxes, and other additional services, defined within a certified domain that is made available to the Customer.
Certified Email Service compliant with European standards: the service that, through the identification process, allows for the reliable identification of the PEC mailbox holder and associates that identification with all mailboxes held by that individual. This service will automatically be converted to REM.
PEC Mailbox Holder: the individual in whose name the PEC mailbox covered by the certified email service is registered.

User: a natural person to whom the Customer grants the use of a single PEC mailbox, but who is not assigned any rights and/or obligations arising from this Agreement.

General Provisions

1. Activation and Provision of the PEC Service and Optional Services

1.1 The Customer acknowledges and agrees that Aruba is the entity that, pursuant to a separate contract entered into with the Provider, is authorized to resell the specific PEC Service and is authorized to issue an invoice to the Customer for the Service ordered by the Customer.
1.1bis The Customer further acknowledges and agrees that Aruba provides the PEC service in accordance with the provisions expressly set forth in the "Special Provisions – Aruba Account and PEC Mailbox Holder." Therefore, every provision set forth in these Terms and Conditions must be interpreted in accordance with the roles assigned to the "Aruba Account" and the "PEC Mailbox Holder" as defined in the "Special Provisions – Aruba Account and PEC Mailbox Holder."
1.2 Suppliers, strictly adhering to the chronological order of requests received—provided such requests are accompanied by confirmation of payment for the service issued by the entity designated as responsible for processing the transaction, as well as by the remaining documentation specified in these Terms and Conditions—shall create and certify the email account(s) and domains that have been requested and purchased, and shall notify the Customer, via email to the address provided at the time of order or by regular mail, if the Customer has opted for this method of communication and has paid the related fees indicated online, that the service has been activated and will provide the corresponding login password. It is understood that, in the absence of payment, the Providers will not certify the email accounts and/or domains specified at the time of order.
1.3 Without prejudice to the provisions of the "Special Clauses – Aruba Account and PEC Mailbox Holder," the Customer acknowledges and agrees that if third parties become aware of his or her login password, this could allow such third parties to make unauthorized use of the services registered in the Customer's name, as well as to access his or her email account; therefore, the Customer undertakes to safeguard and use said password with the utmost confidentiality and diligence. The Customer shall be held liable for any damages caused to the Providers and/or third parties resulting from failure to comply with the above provisions.

1bis. PEC Mailbox Capacity

1bis.1 The Customer acknowledges and expressly agrees that:
a) PEC mailboxes have the capacity specified in the individual offer selected by the Customer. The Customer acknowledges and agrees that it is his or her sole responsibility to independently delete messages in order to free up space.

b) PEC mailboxes are and remain enabled to receive messages in the following cases:
- when the contents of the PEC mailbox have reached the maximum nominal capacity specified in the individual plan selected by the Customer (so-called "over-quota" PEC mailboxes);
- in cases where PEC mailboxes are not renewed, during the 30-day period beginning on the expiration date referred to in Article 2.2 below.

c) When certified email accounts are "over quota," they remain accessible and capable of receiving incoming messages but are not enabled to send outgoing messages.
For this reason, the Customer is expressly required to delete the contents of the PEC mailboxes to prevent them from remaining "over quota," thereby restoring the ability to send outgoing messages.
1bis.2 In any case, the Customer acknowledges and agrees that in the cases expressly indicated in Article 2.2 below, the PEC mailboxes remain enabled to receive incoming messages, with all legal consequences pertaining to their receipt by the Customer. The Customer therefore undertakes to indemnify and hold harmless the Providers, effective immediately, from any and all liability arising from any claim or demand made by any party for any damages suffered as a result of receiving email messages during the period in which the mailbox was in an over-quota state, or after its expiration; in the latter case, for the period following said expiration as determined in the preceding Article 1.bis.1 above.
In the event of misuse by the Customer of the features of the PEC mailboxes specified in this article, the Providers reserve the right to terminate the contract at any time without cause, subject to 30 days' notice.
1.bis.3. It is understood that in the case of PEC mailboxes in an "over quota" status, the Providers reserve the right to request that the Customer adjust the storage space of their PEC mailboxes in order to prevent misuse of the Service by the Customer
1.bis.4 Without prejudice to the application of the "Special Provisions – Aruba Accounts and PEC Mailbox Holders," the Customer, as the holder of an Aruba PEC certified email account, may purchase, by placing a specific online order and paying the applicable fee, one or more of the Optional Services listed on the website www.pec.it. The Customer acknowledges and agrees that the Optional Services are provided in accordance with the procedures, terms, and technical and financial characteristics indicated on the corporate website and the support website, in the specific sections dedicated to them, which the Customer declares to have read and accepted and to which full reference is made. It is understood that the Optional Services, regardless of when they are activated, will have the same expiration date as the PEC mailbox to which they are associated and may not be purchased within the 3 (three) months preceding said expiration date. The activation and provision of the Optional Services are governed by these General Terms and Conditions and by the Operating Manual.

2. Term and Renewal of the Service

2.1 The PEC email account purchased as an optional service for the domain registered by the Customer will have a term equal to the term of the Aruba.it hosting service agreement, regardless of its activation date. Without prejudice to the provisions set forth in the "Special Clauses – Aruba Account and PEC Mailbox Holder," if, for any reason, the Customer transfers the domain to another provider or fails to renew it upon expiration, the PEC mailboxes associated with it will be deactivated, and any liability on the part of the Providers is hereby expressly excluded. The Customer is therefore required to back up and/or copy the contents of the PEC mailboxes prior to the transfer and/or expiration date, as the Providers do not guarantee the recovery of messages following non-renewal and/or transfer. 2 3
2.2 For the Service relating to PEC mailboxes, the period referred to in Article 6.6 of Section I of the General Terms and Conditions is 30 (thirty) days from the Service's expiration date; It is understood, however—and the Customer hereby agrees—that once the Service has expired, in the absence of renewal or, if the "Automatic Renewal" option has been activated, in the absence of a valid payment to the Providers, the PEC Mailboxes will be suspended and the Customer will not be able to access or use the Service.
2.3 Upon the fruitless expiration of the 30 (thirty)-day period commencing on the expiration date—which is to be considered non-extendable and essential—and upon the occurrence of the specified termination condition, as well as the completion of the administrative procedures (including, but not limited to, collection management and technical processing of transactions), which are expected to take no more than 7 (seven) days,, the PEC mailboxes will be deactivated and the data contained therein permanently deleted, with any and all liability on the part of the Providers being explicitly excluded, both now and in the future. The Customer is therefore required to back up and/or copy the contents of the PEC mailboxes within the aforementioned 30 (thirty)-day period, as the Providers, following non-renewal, do not guarantee the recovery of all messages received in the PEC mailboxes, including those received within the 30 (thirty)-day period beginning on the Service's expiration date.
2.4 The Customer acknowledges and agrees that in cases where the Service expires before the 30-day period provided for in Article 2.3 above has fully elapsed for the purpose of renewing the Service, the PEC mailboxes will remain accessible and enabled to receive incoming messages but will not be enabled to send outgoing messages; Once the 30 (thirty)-day period referred to in Article has elapsed,
2.5 the Account Holder will no longer be able to access the PEC mailbox but may request from the Providers, within the 7 days following the aforementioned 30 (thirty) days, exclusively the retrieval of any PEC messages received between the twenty-ninth and thirtieth days following the Service's expiration date.
2.5 As the expiration date approaches, Aruba, purely as a courtesy and therefore without thereby assuming any obligation toward the Customer, shall have the right to send notices of the upcoming expiration to the email addresses associated with the Service and also to the certified email (PEC) addresses activated by the Customer through the Service.

3. Customer Obligations, Prohibitions, and Liability

3.1 The Customer's obligations are those set forth in the Operating Manual, the Contract, and this Section.
3.2.1 In order to order and use the Service, the Customer is required to independently procure the hardware and software resources necessary to use the PEC Service, assuming full responsibility for their functionality and compatibility with said service,

as well as for their proper configuration. The Customer hereby releases the Providers from any liability regarding any configuration, functionality, or compatibility issues with the hardware or software resources in relation to said service.
3.2.2 Specifically, in the case of PEC Domains, Aruba will notify the Customer who has independently made changes to the Service that prevent, in whole or in part, the proper functioning of the PEC Service and/or that do not comply with the relevant technical rules and/or AgID requirements; if the necessary corrections are not made within the deadline set by the Providers, the PEC Service will be suspended and may be reactivated only if the Customer has restored the correct configurations, at the sole discretion of the Providers themselves.
3.3 Without prejudice to the provisions of the "Special Clauses – Aruba Accounts and PEC Mailbox Holders," the Customer retains the right to decide, at his or her own and exclusive risk, whether and how to grant others access to the Service; in such cases, even if access to others is permitted through the services provided by the Suppliers, the Customer hereby declares that he or she: (i) be solely and exclusively responsible for such access, bearing liability for it and for any resulting activities as if they had been performed by the Customer, and (ii) undertake, both now and in the future, to indemnify and hold harmless the Providers from any and all claims or demands by any party for damages caused to the Providers by or through the use of the Service. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability claims and undertakes to notify the Providers should such a claim be brought against them.
3.4 The Customer agrees to use the Service in accordance with the terms of the Agreement and the corporate website, in compliance with the law, applicable regulations, public morality, and public order. By way of example, but not limited to, the Customer agrees to:

a) refrain from any violation of systems and network security that could give rise to civil and/or criminal liability;
b) not use the Service in a manner that causes harm to themselves or to third parties;
c) to indemnify and, in any event, hold the Suppliers harmless from any liability regarding the content of messages and all information published on the Internet through the service provided to the User;
d) use the service solely for purposes permitted by law, with a prohibition—by way of example only and not limited to—on sending, transmitting, and/or sharing material:
   - that infringes or violates intellectual property rights, trade secrets, trademarks, patents, or other legal or customary rights;
   - that contains content contrary to public morality and public order, with the intent to disturb public or private peace, or to cause offense or direct or indirect harm to anyone;
   - content that is child pornographic, pornographic, or obscene, or otherwise contrary to public morality;
   - content intended to violate or attempt to violate the confidentiality of private messages, or designed to compromise the integrity of others' resources or to cause direct or indirect harm to anyone (pirated software, cracks, key generators, serial numbers, viruses, worms, Trojan horses, or other malicious components); - content intended for spamming or equivalent actions;
g) inform individuals authorized to use certified email (PEC) accounts about matters concerning their use, as indicated in the Operating Manual;
h) take measures to prevent the inclusion of malicious executable code in email messages (including, but not limited to, viruses).

4. Limitations of Liability for Providers

4.1 The Operator's obligations are those set forth in the Operating Manual, to which full reference is made. Suppliers assume no obligations beyond those provided for in these Terms and Conditions, the Operating Manual, and applicable laws governing certification activities.
4.2 Under no circumstances shall the Providers be held liable for any direct or indirect damages:

a) caused to Customers or third parties due to improper use of the system or failure to comply with the rules and obligations described in these contractual terms and conditions, in the Aruba PEC Operating Manual, and on the website https://www.pec.it/;
b) arising from force majeure, unforeseeable circumstances, or catastrophic events (including, but not limited to: fires, explosions, etc.);
c) caused by the failure to retain messages sent and transmitted through the PEC Service, it being understood that such liability rests solely with the Customer;
d) caused by the content of messages sent and received via the PEC Service, it being understood that civil and criminal liability for content sent via PEC is and remains the responsibility of the Customer;
e) of any kind, suffered by anyone, arising from the improper use of the access password; the Customer is therefore required to safeguard the access password with the utmost diligence and confidentiality and to ensure that its employees and/or collaborators do the same, where such passwords are disclosed, and undertakes not to disclose it or permit its use by third parties;
f) of any nature or extent suffered by the Customer and/or third parties caused by tampering with or interference in the service or equipment carried out by the Customer and/or by third parties not authorized by the Providers;
g) of any nature suffered by anyone arising from the failure to send or deliver messages and/or from activities carried out by the Suppliers.

In any case, the Customer agrees to indemnify and hold harmless, now and in the future, the Suppliers from any and all claims brought against them by third parties in connection with the aforementioned instances of damage, and acknowledges and expressly agrees that, for any type of damage arising from the use of the PEC Service—except in cases of willful misconduct or gross negligence—the Suppliers' liability, if any, shall be limited to twice the fee paid and/or owed by the Customer for the individual mailbox in accordance with the contractual agreements. Any dispute raised by the Customer must be communicated to the Providers, under penalty of forfeiture, within 15 (fifteen) days from the date of the event via certified mail with return receipt requested.

5. Documentation

The Customer acknowledges that, as required by applicable law, message logs will be retained by Aruba PEC for at least 30 months. The Customer may therefore request a copy of these logs within that period; after that time, the ability to obtain a copy of such documentation will no longer be guaranteed. As for any other logs generated and retained by the Suppliers, they will be produced in accordance with applicable legal provisions and will constitute full and irrefutable evidence of the facts and actions taken by the Customer in relation to the Suppliers.

6. Changes to Data

6.1 The Customer must promptly notify the Suppliers of any changes to the information provided at the time of ordering. The corresponding written request for a data change must be submitted with the following documentation attached:

a) A copy of a valid identification document (for individuals);
b) A copy of a valid identification document of the current legal representative and a substitute declaration, made pursuant to Presidential Decree 445/2000, certifying the status of legal representative (in the case of a legal entity). Suppliers reserve the right to request that the Customer provide additional documentation, which the Customer is required to submit promptly; failure to do so will result in the rejection of the submitted request.

6.2 In the event of the death of the PEC service account holder, the heirs may request, within 30 (thirty) days of the death, that the account holder's information be updated.
6.3 In any case of a change in ownership, the transferee or successor in interest shall assume the rights and obligations of the transferor.
6.4 The Customer acknowledges and agrees that, during the term of the contractual relationship, the Suppliers reserve the right to request, at any time, that the Customer provide adequate documentary evidence of his or her identity, domicile or residence, and, if applicable, his or her status as the legal representative of the legal entity requesting the service. The Customer is required to promptly send the requested documentation to the requesting Supplier; failure to do so will result in the application of Article 4.3 above.

7. Deactivation of the Service Before Expiration

7.1 Except as provided in the "Special Provisions – Aruba Accounts and PEC Mailbox Holders," the Customer acknowledges and agrees that he or she may request the deactivation of one or more certified email accounts activated through the Service prior to their expiration date, in accordance with the procedures set forth in Article 14 of the General Terms and Conditions – Section I. In any case where certified email accounts are deactivated prior to their expiration, the Customer is obligated to cease all use of such accounts.
7.2 If the Customer or the Providers exercise their right to terminate the Contract or the Service, once the notice period specified therein has elapsed, the certified email account(s) will be deactivated and disabled at any time, and it will no longer be possible to access them.

7bis. Domain Name Management and Consequences for Certified Email Accounts

7bis. 1 The Certified Email Service on a domain is an optional and ancillary service to Aruba's main Hosting and Domain Registration Service.
For this reason, the Customer acknowledges and agrees that in cases where:

A) the domain name holder transfers the domain name to another provider, or
B) the domain name is decertified at the request of the domain name holder or for any other reason (e.g., an order by the competent authority mandating the decertification of the domain), or
C) the domain name is immediately canceled prior to its expiration date at the request of the domain name holder or for any other reason (e.g., an order by the competent authority mandating the cancellation of the domain);

the PEC mailbox is immediately deactivated, resulting in the immediate deletion of said PEC mailbox and the data and information contained therein (so-called **"hard** delete" operation), with any and all liability on the part of Aruba S.p.A. and Aruba PEC S.p.A. being explicitly excluded, both now and in the future.
7bis.2 Without prejudice to the provisions of Article 7bis.1 above, the Customer also acknowledges and accepts that any action taken on the domain name (e.g., a change in the domain name registrant) may entail specific limitations on the configuration and use of the PEC mailboxes associated with the domain name. The Customer therefore releases Aruba from any liability for any damages, direct or indirect, of any nature or kind, suffered or to be suffered as a result of or due to the aforementioned limitations.

8. Reference to the Operating Manual

For matters not expressly addressed in the preceding articles, please refer to the provisions set forth in the PEC Operating Manual prepared by Aruba
PEC and on the website www.pec.it, which constitute an integral and substantial part of this agreement.

10. Appointment of Data Processor

Upon execution of this Agreement, the Suppliers are appointed by the Customer as Data Processors for the personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

Special Provisions – Aruba Account and PEC Mailbox Holder

The following sets forth the terms and conditions relating to the Aruba Account and the PEC Mailbox Holder (hereinafter referred to as "PEC Mailbox Holders").
Definition of the Roles of the Aruba Account and the PEC Mailbox Holder:

Aruba Account	PEC Mailbox Holder
The holder of the Aruba Account identified by a username (e.g.,123456@aruba.it) who purchases and/or renews the PEC mailboxes registered to the respective PEC Mailbox Holders;	The holder of one or more PEC mailboxes purchased and/or renewed through an Aruba Account.

2. Service Activation, Provision, Term, Renewal, and Termination

Activation of the Service

2.1 The Providers will proceed with the activation of each Service upon the successful completion by the Aruba Account and the PEC Mailbox Holder of all activities required of them under the Contract, including those necessary for the activation of each Service.
2.2 The PEC Mailbox Holder agrees not to assert any rights or claims against the Providers for delays or omissions in service attributable to the Aruba Account. Furthermore, the PEC Mailbox Holder agrees to indemnify and hold the Providers harmless from any claims for compensation by third parties.

Provision of the Service

The Aruba Account associated with the PEC mailbox must remain valid for the service. Otherwise, the Providers do not guarantee the Account Holder access to the PEC mailbox and disclaim all liability. They are not liable for any damages arising from the management of the PEC mailbox.

Term and Renewal of the Service

Prior to its expiration, the Aruba Account may renew each Service based on the Price List and other contractual terms in effect at the time of renewal. The Aruba Account releases the Providers from any and all liability arising from renewals, transactions, or payments made after the Service's expiration date or at a time that jeopardizes its continuity, and agrees to indemnify and hold them harmless from any resulting claims or demands for compensation for direct or indirect damages made by the PEC mailbox holder.

Below is a table explaining the roles of the Aruba Account and the PEC Mailbox Holder for the purposes of renewing the Service

Aruba Account	PEC Mailbox Holder
The individual who may renew the Service covering one or more PEC mailboxes associated with their Aruba Account by paying the applicable fee to Aruba.	The holder of one or more PEC mailboxes who agrees that the renewal must be carried out through the Aruba Account.
Note: As the expiration date approaches, the Providers, as a courtesy and not as an obligation, reserve the right to send an email notification regarding the upcoming expiration of the Service to the Aruba Account and/or the PEC Mailbox Holder.	

Termination and Cancellation of the Service

The Service will be deactivated upon termination of the Contract for any reason whatsoever. The Aruba Account and the PEC Mailbox Holder agree that, if the Service is not renewed, on the Service's expiration date and, in any event, upon termination of the Contract for any reason whatsoever, the Parties will automatically be released from their respective obligations;
In the event of termination of the Service, therefore, the PEC Mailbox Holder will no longer be able to access and/or use the PEC mailbox.

Event	Consequences for the PEC Mailbox Holder
Termination of the Service for any reason (e.g., natural expiration of the Service, failure to renew within the contractually stipulated terms; withdrawal; deactivation of the Aruba Account to which the Service is associated, etc.)	▪ Inability to access their PEC mailbox; ▪ Disabling of the PEC mailbox's ability to receive and send PEC messages;

	▪ Deletion of the contents within your PEC mailbox according to the timelines indicated in the table below under "Content Deletion Timelines"

Please note:

- The Providers do not guarantee the recovery of messages following the Aruba Account holder's failure to renew the Service;
- The PEC mailbox holder agrees that it is their sole responsibility to maintain a backup copy of the contents. In any case of service termination, the PEC mailbox holder may not seek recourse against the Providers in the event of the deletion of content hosted within the Services;
- The PEC mailbox holder may request that the Providers immediately deactivate one or more PEC mailboxes registered in their name:
  - through the Aruba Account if the PEC mailbox holder is the same as the Aruba Account holder; or
  - by opening a support ticket at www.assistenza.aruba.it
- The Aruba Account holder has the right to independently and immediately deactivate one or more PEC mailboxes associated with their account, without the need to submit a specific request to the Providers or the PEC mailbox holder.

The immediate deactivation of the PEC mailbox or prior to expiration results in the immediate deletion of said PEC mailbox and the data and information contained therein, with Aruba S.p.A. and Aruba PEC S.p.A. hereby expressly disclaiming any and all liability in this regard.

Content Deletion Timelines: The Customer hereby declares acceptance of the following schedule indicating the timelines for the deletion of Service content;

Event	Deletion Timeline
In the event of the Service's natural expiration	Renewal may be carried out for an additional 30 (thirty) days starting from the termination date, plus an additional period of 7 (seven) days for administrative processing; once this period has elapsed without renewal, the PEC mailbox will be deactivated.
In the event of exercising the right of withdrawal (see Article 13)	The PEC mailbox will be immediately canceled as of the date the withdrawal takes effect.
In the event of contract termination (see Article 14)	The PEC mailbox will be immediately deleted in the event of contract termination.

Note:

A) Once the 30 (thirty)-day period has elapsed without result, starting from the expiration date—which is to be considered non-extendable and essential—and the specified termination condition has been met, in addition to the period—indicatively not exceeding 7 (seven) days—required for the handling of administrative activities (including, but not limited to, the management of collections and the technical handling of transactions), the PEC mailboxes will be deactivated and the data contained therein permanently deleted, with any and all liability on the part of Aruba S.p.A. and Aruba PEC S.p.A. hereby expressly excluded. The Account Holder is therefore required to back up and/or copy the contents of the PEC mailboxes within the aforementioned 30 (thirty) days, as Aruba S.p.A. and Aruba PEC S.p.A., following the failure to renew, do not guarantee the recovery of all messages received in the PEC mailboxes, including those received within the 30-day period beginning on the Service's expiration date.

B) The Customer acknowledges and agrees that, in cases where the Service has expired before the aforementioned 30-day period has fully elapsed, for the purposes of renewing the Service, the PEC mailboxes will remain accessible and enabled to receive incoming messages but will not be enabled to send outgoing messages; Once the aforementioned 30-day period has elapsed, the Account Holder will no longer be able to access the PEC mailbox but may request from Aruba PEC S.p.A. and Aruba S.p.A., within the 7 days following the aforementioned 30 days, exclusively the retrieval of any PEC messages received between the 29th and 30th day following the Service's expiration date.

C) The time limits set forth in paragraphs A) and B) above also apply in the event of a request to deactivate the PEC mailbox prior to its expiration, made through the Aruba Account, provided that the user has not also expressly requested the immediate deletion of the contents (the so-called **"soft** delete" operation).

D) The timeframes set forth in sections A) and B) above do not apply in the case of immediate deactivation of a PEC mailbox prior to expiration when the user has also explicitly requested the immediate deletion of the contents (the so-called **"hard** delete" operation):

D) by the Aruba Account holder independently; or

E) by the PEC mailbox holder via the Aruba Account or a support ticket.

In the cases referred to in section D), the aforementioned parties are entitled to request the immediate deletion of the PEC mailbox and its contents without waiting for the expiration of the timeframes specified in sections A) and B) above

The Account Holder may request the immediate deactivation of a PEC mailbox prior to its expiration (so-called "**hard** delete" operation):

F) through the Aruba Account if the PEC mailbox holder is the same as the Aruba Account holder; or
G) by opening a dedicated support ticket at www.assistenza.aruba.it .

The Aruba Account holder has the right to independently and immediately deactivate one or more PEC mailboxes associated with their account, without the need to submit a specific request to the Providers or the PEC mailbox holder:

H) by not expressing the intention to request the immediate deletion of the content (so-called "**soft** delete" operation). In such cases, the content will be deleted after a period of 30 (thirty) days, plus a period—generally not exceeding 7 (seven) days—for the processing of administrative tasks.
I) by expressing the intention to request the immediate deletion of such content (the so-called **"hard** delete" operation). In such cases, the content will be deleted immediately without observing a specific timeframe.

In cases of a **"hard delete**," the immediate deactivation of the PEC mailbox prior to its expiration results in the immediate deletion of the PEC mailbox itself and the data and information contained therein, with Aruba S.p.A. and Aruba PEC S.p.A. hereby expressly disclaiming, now and in the future, any and all liability.

Creation of a New PEC Mailbox and Change of PEC Mailbox Holder

In cases where a PEC mailbox is deleted for any reason, that same PEC mailbox cannot subsequently be recreated and assigned to a person other than the original account holder.
However, the Customer retains the right to change the ownership of an active PEC mailbox by following the procedure described on the website https://guide.pec.it/home.aspx.

3. Rights and Obligations

The following sets forth the obligations of the Aruba Account and the PEC Mailbox Holder:

Aruba Account:

- **Purchase and Renewal of PEC Mailboxes:** The Aruba Account shall, on its own initiative and independently, purchase and renew the Service, obtaining prior consent from the respective PEC Mailbox Holders regarding the ownership of the PEC mailboxes; The Aruba Account is the sole and exclusive party authorized to perform operations related to the management of purchase orders and/or renewal of the Service (e.g., submitting an order, paying for an order, canceling an order, etc.);

- **Accuracy of Data:** The Aruba Account certifies the accuracy and truthfulness of the data provided for the purposes of the Contract, and further undertakes to promptly notify the Suppliers of any changes or updates. The Aruba Account is therefore responsible for managing its own data and/or information and/or content, as well as that of third parties, provided and processed for the purposes of activating and/or renewing the Service.

- **Data Processing**: The Aruba Account holder guarantees that, with regard to third-party data processed during the purchase order and/or service renewal, they have first provided such third parties with the information required by EU Regulation 2016/679 and have established an appropriate legal basis for the processing.

- **Aruba Account Management**: The Aruba Account holder is solely responsible for managing their Aruba account, identified by a username (e.g.,123456@aruba.it), and is therefore solely and exclusively liable for:
  - the loss and/or disclosure of the access codes to their Aruba Account;
  - for the suspension and/or deactivation of the Aruba Account for any reason and for the consequences thereof for the PEC Mailbox Holder (e.g., inability to access the PEC mailbox due to the cancellation of the Aruba Account).

PEC Mailbox Holder

- **PEC Mailbox Management**: The PEC mailbox holder is solely responsible for the management and security of their PEC mailbox. This includes managing content and messages through the Service, access codes, message security, data protection, and the decision to grant access to others. The PEC mailbox owner is responsible for any authorized access and agrees to compensate for any damages caused by the use of the PEC mailbox. The owner agrees to immediately notify the Providers in the event of loss of login credentials.

- **Processing of Personal Data**: The PEC mailbox holder declares and agrees that, when using the Service, they will comply with all the requirements set forth in EU Regulation 2016/679;

- **Management of PEC Mailbox Content**: The PEC mailbox holder is solely responsible for the use and content of the Service. PEC service providers do not monitor the mailbox holder's use of the PEC mailbox. The mailbox holder has full autonomy regarding remote access and remains responsible for their own actions.

Certified Email Service compliant with European standards

1. Activation and Features of the Service

1.1 The Service referred to in these terms consists of the provision of a PEC mailbox to the account holder by Aruba PEC, a qualified trust service provider, of the Certified Email Service, which, through an identification process, guarantees the unambiguous verification of the identity of the holder of the PEC mailbox(es), in accordance with the procedures, features, and terms set forth in the Operating Manual and the Addendum available at this link: https://www.pec.it/termini-condizioni.aspx. This Service has the legal status attributed to PEC pursuant to Legislative Decree No. 82 of March 7, 2005, as amended and supplemented.
1.2 The Customer acknowledges and agrees that the PEC mailbox holder may activate this Service provided that the following requirements are met:

- successful completion of the identification process;
- activation and maintenance of a two-factor authentication mechanism to access their PEC mailbox.

In the event that two-factor authentication is not maintained, the Service will have the legal status attributed to certified email by Legislative Decree No. 82 of March 7, 2005, as amended, and the PEC account holder may at any time restore the Service's full functionality by reactivating two-factor authentication, without having to repeat the identification process.
1.3 The Service, in compliance with applicable regulations, will be automatically converted—subject to the requirements defined in Article 1.2 above of these Special Terms and Conditions—into a REM ("Registered Electronic Mail") qualified certified delivery service, based on email protocols as defined pursuant to Article 44 of EU Regulation No. 910/2014 – eIDAS, as governed by the relevant Operational Manual/CPS.

2. Obligations

2.1 The PEC Mailbox Holder undertakes to provide—guaranteeing the truthfulness and accuracy thereof, pursuant to Article 46 of Presidential Decree 445/2000, as amended—the data and information necessary for the purpose of his or her proper identification, as defined in the Manual/CPS, available at https://www.pec.it/termini-condizioni.aspx.
2.2 If, at the time of identification, the PEC Mailbox Holder—including through the use of false personal documents—conceals their true identity or falsely claims to be another person, or otherwise acts in a manner that compromises the identification process, they acknowledge and accept that they will be held including criminally, liable for false statements and/or the use of false documentation and shall also be held solely liable for all damages suffered and to be suffered by the Providers and/or third parties as a result of the inaccuracy and/or falsity of the information provided, hereby assuming the obligation to indemnify and hold the Providers harmless from any and all claims, action, and/or request for indemnification or damages that may be brought against them by anyone.
2.3 The PEC Account Holder agrees to notify the Suppliers of any updates to the information provided during the identification process (first name, last name, tax identification number, VAT number, business name or corporate name). The Suppliers are not liable for any failure to update such information.
2.4 The PEC Account Holder shall be required to take all necessary precautions and measures to safeguard the security of the Credentials provided by the Suppliers during registration. The PEC Account Holder agrees to immediately file a report with the competent authorities in the event of loss or theft of the Credentials and to promptly provide the Suppliers—in any case within 30 days—with a copy of said report.
2.5 Any violation, whether direct or indirect, of the aforementioned obligations entitles and authorizes the Suppliers to terminate the Contract with immediate effect. In the event of a breach of even one of the aforementioned obligations or commitments, the PEC Mailbox Holder agrees to indemnify and hold the Suppliers harmless from any damages, liabilities, and/or expenses—whether direct or indirect, including legal fees—that the Suppliers may incur or bear as a result of the alleged breaches, even if arising from third-party claims for compensation. In such a case, the Suppliers shall have the right to take such actions as they deem appropriate to remedy, where possible, the breach and its effects, or to suspend or terminate the Service, while also reserving the right to terminate the Contract pursuant to Article 14 of Section I of the Terms and Conditions.

3. Obligations and Limitations of Liability of the Suppliers

3.1 The Suppliers may delegate, in whole or in part, to third parties—including those outside their own organization—the execution of a phase of the Identification process, in compliance with the provisions of applicable law, while retaining full responsibility toward the Customer for the execution and provision of the Service itself, and being personally liable for all activities of the delegate as if they had been carried out by the Suppliers themselves. Suppliers guarantee that such third parties, when delegated, are bound to adopt all security measures specified by the Suppliers and to comply with all requirements imposed by applicable law.
3.2 The Providers guarantee that:

a. communications will continue to have full legal validity in accordance with the laws applicable to the Service;

b. the identity of the PEC mailbox holder, whether as the sender or recipient of a PEC message, is not shared with the sender/recipient of the message; such information is shared solely with the Providers.

3.3 The PEC mailbox holder acknowledges and agrees that the requirements established regarding the holder's identification and the use of a two-factor authentication mechanism are essential for the provision of the Service, the activation of which may be performed by the Providers only after such requirements have been met, thereby relieving the Providers of any liability and/or responsibility should, even following the purchase or assignment of the mailbox or the conversion of the PEC Service into a qualified certified electronic delivery service, the PEC Mailbox Holder has failed to carry out, in accordance with the provisions of the Operating Manual/CPS, the activities necessary to comply with such requirements.

3.4 The PEC Mailbox Holder acknowledges that the Internet is not controlled by the Providers and that, due to the unique structure of the network itself, its performance and functionality cannot be guaranteed, nor can the content of the information transmitted via the network be controlled. For this reason, the Providers shall not be held liable for any unlawful acts committed by third parties to the detriment of the Customer while using the Service via an Internet connection.

SECTION III – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "BACKORDER" AND "DOMAIN SALES" SERVICES

1. Definitions

Where used in the Contract, the terms listed below shall have the following meanings:

Backorder: the additional service through which the Customer requests that Aruba, via the Order Form, arrange—without any obligation to achieve a specific result, to register or recover so-called "expiring" domain names.
Namecase Contract Documents: the document titled "Terms of Service," published at https://nidoma.com/it/service/cgs, and the other documents referenced therein, published at https://nidoma.com/it/service/cgs or otherwise made available or on another Namecase GmbH website https://nidoma.com/it, which govern the relationship between Namecase GmbH and the Customer regarding the use of the "Backorder" Service.
Namecase: Namecase GmbH, headquartered in Bonn (Germany), Wilhelmstr. 27, VAT ID No. DE275644630.

2. General Provisions

2.1 The activities necessary for the provision of the Additional Services referred to in this Section will be initiated only after the Customer's payment has been successfully processed. In any case, if—due to the specific characteristics of a particular service—the service is provided before payment is recorded, Aruba, without prejudice to any of its rights against the Customer, shall have the right to maintain the domain name registration active in its own name or, if deemed more appropriate, in the name of another company within the Aruba Group, until the Customer makes the aforementioned payment.
2.2 Unless otherwise specifically agreed upon in a separate agreement between the Parties, Aruba—and, on its behalf, any companies it may appoint—undertakes to keep the Customer's data confidential for the entire duration of the assignments entrusted to it in connection with each of the services covered by this Section.
2.3 The Customer acknowledges and agrees, now and in the future, that Aruba may delegate to trusted third-party companies the actual performance of the activities necessary for the provision of the services referred to in this section.
2.4 The Customer acknowledges and agrees, hereby and for the future, that in providing the Services referred to in this Section V, Aruba assumes an obligation of means and not of result, thereby releasing, hereby and for the future, Aruba and/or its subsidiaries and their personnel from any liability for any damages, direct or indirect, of any nature or kind, suffered or to be suffered as a result of the activities referred to in this Section V, including, by way of example only and without limitation, the total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Aruba.it Hosting Services, or the total or partial interruption of the Aruba.it Hosting Services.

3. Additional "Backorder" Service

3.1 In addition to the documents listed in Article 2 of SECTION I of the General Terms and Conditions, this Agreement also consists of the Namecase Contractual Documents. The Customer therefore confirms that they have read and accept the Namecase Contractual Documents, and agrees to comply with the contractual obligations contained therein and imposed on them by Namecase, which constitute an integral part of this Agreement for all intents and purposes.
3.2 For the purposes of properly providing the service, Aruba will engage its supplier, Namecase, to perform the activities necessary to enable the registration of a domain name on behalf of the Customer.
Therefore, by submitting the Order Form for the Backorder service, the Customer:

- grants an irrevocable mandate to Aruba and Namecase, which agree—without assuming any obligation to achieve a specific result—to perform, in the name and on behalf of the Customer, the registration/recovery of the so-called "expiring" domain name(s) (by way of example but not limited to, those in the "redemption period" or similar status) indicated in said Order Form as soon as they become available again, at the minimum reservation price or at the price indicated in the Order Form. The Backorder service may pertain to the purchase of one of the domain names listed at the link https://hosting.aruba.it/domini/soluzioni-business/domain-backorder-registrazione-domini-in-scadenza.aspx or to other domain names specified by the Customer. The order shall be deemed

to have been properly executed even if the domain(s) covered by it are registered and/or recovered by another company within the Aruba Group. In this regard, Aruba and Namecase are granted all powers necessary for this purpose, including the authority to modify the domain name registrant's information and/or to use the Auth Info code associated with said domain.

- acknowledges and agrees that:

a) the provision of the "Backorder" service is subject to acceptance of Namecase's Contractual Documents and payment of the service fee to Namecase, to be made directly on the Namecase website https://nidoma.com/it in accordance with the terms and conditions specified therein. To this end, when submitting the order form, the Customer will be automatically redirected to the website https://nidoma.com/it/service/expiring_domain to complete these transactions.

b) The purchase of the "Backorder" service is therefore contingent upon payment to Namecase of the fees consisting of the amounts detailed in the price list available at https://hosting.aruba.it/domini/soluzioni-business/domain-backorder-registrazione-domini-in-scadenza.aspx, which are to be understood as inclusive of the cost of the domain name for which the authorization is granted. Upon payment of the "Backorder" service fee to Namecase, no further fees will be due from the Customer to Aruba for the provision of the "Backorder" service;

c) Namecase is the entity that, pursuant to a separate contract entered into with Aruba S.p.A., is authorized to perform the registration/recovery of so-called "expiring" domain names on behalf of the Customer and is therefore authorized to issue an invoice to the Customer for the Service ordered by the Customer;

3.3 The Customer acknowledges and agrees, in advance, that the mandate shall in any case terminate upon the registration of the domain name in question in the Customer's name with the competent authority and, in any event, shall be granted to Aruba and Namecase for a term not exceeding 60 (sixty) days from the date of submission of the Order Form relating to the Backorder service.
3.4 Upon proper payment of the fee referred to in Article 3.3 above to Namecase, Namecase and Aruba will, on behalf of the Customer, carry out the registration or recovery of the so-called "expiring" domain name(s) indicated in said Order Form as soon as they become available again.
3.5 Without prejudice to the provisions of Article 4 of the Terms and Conditions, if the registration of a so-called "expiring" domain name has also been requested by other parties, the Customer agrees, in advance, to participate in a bidding process that will result in the domain name in question being awarded to the highest bidder. This process will last for the duration specified from time to time by Aruba and Namecase, but in no case less than 48 hours, and will in any event end at 6:00 p.m. (CET) following the expiration of the deadline, subject to an automatic extension of (3) three minutes for each bid received within the last (3) three minutes prior to the final expiration of the process, as indicated by Aruba.
3.6 Without prejudice to the provisions of Article 3.1 above, the Customer acknowledges and agrees that, even after or during the course of the sale process through bids, and in any case prior to the formal transfer of the domain name, Aruba and Namecase may, at their sole discretion, decide not to assign the domain name to the Customer and/or assign it—upon signing a specific agreement—to the previous registrant, without the Customer being entitled to contest such action or assert any rights or claims against Aruba and/or Namecase. In such a case, no fees or charges will be incurred by Aruba or Namecase.

Section I: Processing of Personal Data

1.1 The processing of the Customer's personal data and of the information provided by the Customer to the Suppliers for the purposes of executing this Agreement and subsequently providing the Service shall be carried out in accordance with EU Regulation 2016/679 and the privacy policy available at:
- for Aruba S.p.A.: https://www.aruba.it/informativa_arubaspa.pdf
- for Namecase: https://nidoma.com/pdf/it/privacy.pdf

1.2 In the collection, processing, and management of data necessary for the provision of the Services, the Suppliers act as independent Data Controllers in accordance with EU Regulation 2016/679.
1.3 With regard to third-party data that the Customer has entered and/or processed when placing an order and/or using the Services—including the various features made available through the Services—the Customer declares that it has previously provided such third parties with adequate information as required by Art.
13 of EU Regulation 2016/679 and that they have an appropriate legal basis for the processing. It is understood, however, that the Customer acts, with respect to such data, as an independent Data Controller, assuming all obligations and responsibilities associated therewith and indemnifying the Providers against any dispute, claim, or other action that may arise from third parties in connection with such processing.

4. Additional "Domain Sales" Service

4.1 The subject matter of the Agreement is the provision to the Customer of the Service, with the technical and economic characteristics, in the type and according to the procedures set forth on the website https://hosting.aruba.it/domini/soluzioni-business/valutazione-dominio.aspx_comprese, as well as those pertaining to the procedures for the sale/purchase of the domain name through the Service itself.
4.2 The Agreement consists not only of the documents listed in Article 2 of SECTION I of the General Terms and Conditions but also of the Namecase Contractual Documents. The Customer therefore confirms that they have read and accept the Namecase Contractual

Documents, undertaking to comply with the contractual obligations contained therein and imposed on them by Namecase, which constitute, for all intents and purposes, an integral part of this Agreement.
4.3 For the purposes of properly providing the service, Aruba will engage its supplier Namecase to carry out the activities necessary to facilitate the purchase and/or sale of a domain name on behalf of the Customer.
The Customer therefore grants an irrevocable mandate to Aruba and Namecase, who agree—without assuming any obligation of result—to carry out, in the Customer's name and on the Customer's behalf, the purchase and/or sale of domain names through the Customer Area.
4.4 Any services beyond those covered by the Contract may be provided, subject to a feasibility review, upon the Customer's specific request, under terms, conditions, and fees to be agreed upon.
4.5 The Customer acknowledges and agrees, hereby and for the future, that any change in sales prices or the selected option and/or the cancellation of one or more domain names will be published through the Service and will therefore take effect within 48 (forty-eight) hours of such change being implemented.
4.6 In cases where one or more domain names are sold through the Service, the Customer acknowledges and agrees, now and in the future, that the payment for the sale will be collected by Aruba. In the event of the sale of one or more domain names by the Customer, unless otherwise specifically agreed upon in a separate agreement between the Parties, the Customer:

- Undertakes to issue a valid invoice to Aruba for the sale of the domain name(s).
- Agrees to receive payment of the proceeds from the sale of the domain name, net of the contractually stipulated commission.
- Acknowledges and agrees that payment to the Customer of the proceeds from the sale of the domain name(s), net of the commission, will be made by Aruba only after the Customer has properly issued an invoice to Aruba for the amount due as proceeds from the sale.

4.7 In cases involving the purchase of one or more domain names, each transaction carried out by the Customer will have its own identification number, and upon successful completion of the transaction, Aruba will issue the corresponding invoice within the applicable month for the amount due as consideration. All amounts paid by the Customer for the purchase of one or more domain names will be invoiced by Aruba. In any case, the Customer hereby releases Aruba from any and all liability arising from the transactions or payments made.
4.8 Based on Aruba's and Namecase's sole discretion, they reserve the right to require the Customer, either before or after the Contract is finalized, to provide appropriate security and/or specific payment methods and/or terms to ensure the Customer's fulfillment of the obligations arising from the Contract.
4.9 The Customer may not raise any objections of any kind if the Customer is not up to date with payments and/or has not provided the relevant documentation to Aruba.
4.10 The obligations and liabilities of Aruba and Namecase toward the Customer are exclusively those defined in the Agreement; therefore, in any case of breach or non-performance attributable to Aruba or Namecase, they shall not be liable for an amount exceeding 1% of the fee paid by the Customer for the transaction affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, both now and in the future.

4.11 It is understood, and the Customer acknowledges and accepts this, that Namecase and Aruba shall not be liable in any way for damages suffered by the Customer and/or Third Parties, directly or indirectly, as a result of the use of the Service.
4.12 Aruba reserves the right to periodically modify the login credentials for the Service, which will be promptly communicated to the Customer via email to the designated email address.
4.13 Aruba and Namecase assume obligations of means and not of result; therefore, they cannot be held liable for any damages, direct or indirect, suffered by the Customer as a result of errors in the data provided by the Customer to Aruba and/or Namecase, or for the failure to assign the domain name to the Customer, regardless of the cause. Aruba and Namecase do not guarantee that the Service is perfectly suited to specific purposes or, in any case, to the Customer's needs.
4.14 With respect to domain names offered for sale through the Service, the Customer hereby declares, both now and in the future, that they are the rightful owner of such domain names and, in any case, that they have received all formal powers of attorney and/or authorizations required by applicable law to carry out the aforementioned activity, thereby indemnifying and/or holding harmless Aruba and Namecase from any and all claims, action, and/or claim for indemnification or damages that may be brought against them by any party.
4.15 Aruba and Namecase shall in no way be held liable for any damages suffered or to be suffered by the Customer and/or third parties if, pending the transaction, the domain name offered for sale through the Service is withdrawn from sale or transferred to a third party; in such cases, without prejudice to any action the Customer may take against the seller, Aruba and Namecase shall be obligated only to refund to the purchasing Customer any amounts collected in connection with the transaction.
4.16 The Customer also:
a) declares that they have the right to use and/or, in any case, the legal title to the domain name offered for sale through the Service and, in any event, to take all necessary steps to ensure that the registration and/or the domain name itself does not prejudice or harm Aruba and Namecase, their policies, or the rights and/or interests of third parties;
b) declares that they have verified that the domain names offered for sale through the Service are the exclusive property of the seller and that, in any case, they do not infringe upon or violate the rights or interests of third parties;
c) declares that in the event of a documented infringement or violation of the rights or interests of third parties, Aruba and Namecase reserve the right to exclude from the Service the domain names through which such infringement or violation occurs;
d) agrees to complete the transfer of the domain name sold through the Service in accordance with the terms and procedures described at this link: https://guide.aruba.it/;
e) agrees, once the agreement for the sale of the domain name has been concluded, to take all necessary steps to carry out and complete its transfer;

f) acknowledges and agrees that if the domain name sold or purchased has a top-level domain managed by Aruba or Namecase, it will be transferred by Aruba or Namecase to the purchaser using the personal information provided at the time of purchase;
g) acknowledges and agrees that if the domain name the customer wishes to sell does not have a top-level domain managed by Aruba or Namecase, that domain cannot be sold through the Service;
h) acknowledges and agrees that, unless otherwise notified in writing by the Customer—such notice being valid and effective as of the day following its receipt—Namecase and Aruba are authorized to publish all domain name transactions concluded through the Service.
4.17 The Customer must, at their own expense and under their own responsibility, obtain all equipment (including, but not limited to, telephones, data transmission devices, computing hardware, and software) suitable and necessary to access and use the Service. Aruba and Namecase make no warranty regarding the compatibility of the equipment and software (hardware and software), or the applications used by the Customer with the Service, even if made available by Aruba and/or Namecase, as all related verifications are the sole responsibility of the Customer.
4.18 The Customer is solely and exclusively responsible for any other operation performed on their own behalf or on behalf of third parties, or directly by such third parties, in the use, administration, and management of the Service; accordingly, with respect to such operations, the Customer agrees to:
a) comply with, or ensure that third parties comply with, the applicable laws in force at any given time, including those regarding the protection of personal data;
b) to indemnify and hold harmless Aruba and Namecase from any and all claims or demands for damages, whether direct or indirect, of any nature or kind, brought by any party in this regard.
4.19 The Customer assumes, exclusively, all liability arising from the ownership, use, management, and content of the domain and undertakes, now and in the future, to indemnify and hold harmless Aruba and Namecase from any and all claims and/or demands by third parties for damages caused to them by or through the use of the Service. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability claims and undertakes to notify Aruba and Namecase should such a claim be filed against them.

Section I Processing of Personal Data

1.1 The processing of the Customer's personal data—as well as any data provided by the Customer to the Suppliers—for the purposes of executing this Agreement and subsequently providing the Service shall be carried out in accordance with EU Regulation 2016/679 and the privacy policy available at:
for Aruba S.p.A.: https://www.aruba.it/informativa_arubaspa.pdf
for Namecase: https://nidoma.com/pdf/it/privacy.pdf
1.2 The Suppliers, during the collection, processing, and management of data necessary for the provision of the Services, act as independent Data Controllers in accordance with EU Regulation 2016/679.
1.3 With regard to third-party data that the Customer has entered and/or processed when placing an order and/or using the Services—including the various features made available through the Services—the Customer declares that it has previously provided such third parties with adequate information as required by Art.
13 of EU Regulation 2016/679 and that they have an appropriate legal basis for the processing. It is understood, however, that the Customer acts, with respect to such data, as an independent Data Controller, assuming all obligations and responsibilities associated therewith and indemnifying the Providers against any dispute, claim, or other action that may arise from third parties in connection with such processing.

SECTION IV – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF MANAGED WORDPRESS HOSTING AND MANAGED WOOCOMMERCE HOSTING SERVICES

This section contains the specific terms and conditions governing the provision of the Managed WordPress Hosting and Managed WooCommerce Hosting Services, if purchased by the Customer through the website https://hosting.aruba.it, with the technical and pricing details set forth in the Technical Specifications for the Service.
It is understood that, for the purposes of this Section V, any reference to the Service shall be understood to refer to the Managed WordPress Hosting Service and the Managed WooCommerce Hosting Service.

1. Definitions:

Update: Aruba has updated the WordPress core, plugins, and themes in accordance with the procedures and limitations outlined on the following pages:
- https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/aggiornamenti-automatici-e-plugin.aspx;
- https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-configurazione-spazio-web/aggiornamenti-automatici.aspx;
- https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/lista-dei-plugin-preinstallati.aspx.

AI Assistant: This refers to the WordPress plugin that uses artificial intelligence to simplify the process of creating a website.
BlackList: the list of plugins published on the following web page: https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/lista-plugin-in-blacklist.aspxhttps://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-

servizio-e-configurazione-spazio-web/plugin-in-blacklist.aspx, consisting of a list of plugins and/or plugin categories that the Customer may not install on the WordPress site;
Managed WordPress Hosting: the Service consisting of Aruba's provision of certain hosting and WordPress management activities, such as, by way of example and without limitation, the installation of WordPress, updates, and the execution of automatic backups.
Managed WooCommerce Hosting: The service consists of Aruba providing certain hosting and WordPress management tasks, including, but not limited to, the installation of WordPress and the WooCommerce plugin, updates, automatic backups, and monitoring.
Monitoring Service: the automated monitoring and control service designed to verify the specific functionality of the Service Hosting Managed WooCommerce as specified by the Customer, as further detailed on the following webpage: https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-woocommerce/servizio-di-monitoring.aspx.

2. Terms of Use

2.1 Each WordPress installation contains and will continue to contain one or more pre-installed plugins, as defined and updated at the following link https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/lista-dei-plugin-preinstallati.aspx, which are necessary for the provision of the managed services and which the Customer agrees not to remove.
The Customer agrees to use the Service in accordance with the contractual obligations assumed; in particular, the Customer is required to:

a) keep the WordPress core installation intact and fully functional until the termination, for any reason, of the Contract; not make any modifications to the code and/or remove and/or replace the WordPress core files, plugins, and themes downloaded from the official WordPress repositories;
b) Do not use a database other than the one associated with the purchased package, and do not install any software other than the WordPress plugins and themes that can be installed through the WordPress admin interface;
c) Do not modify the DNS records necessary for the provision of Managed Services, such as: www, staging, FTP, etc.;
d) Use plugins and themes that are maintained and updated by their developers to ensure that these plugins and themes are always compatible with the latest version of WordPress; do not install any plugins listed on the blacklist published by Aruba on the following webpage: https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/lista-plugin-in-blacklist.aspx and https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-configurazione-spazio-web/plugin-in-blacklist.aspx. This list may be subject to change by Aruba based on technological developments. In the event of changes to the Blacklist, Aruba will notify the Customer via email, and the changes will be considered effective and binding as of the time Aruba sends the notification to the Customer;
e) perform the update and bear the associated costs, if the Customer uses plugins or themes for which the update is subject to a fee.

2.2. The Customer acknowledges and agrees that the provision of the Service involves technology that is constantly evolving and is therefore subject to the usage limitations set forth at the link https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/configurazioni-non- compatibili.aspx. Aruba reserves the right to update these limitations, in accordance with Article 15.2 of the General Terms and Conditions. In the event of failure to comply with the aforementioned limitations, Aruba reserves the right to apply the provisions set forth at the link https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/configurazioni-non-compatibili.aspx, as well as to suspend the Service in accordance with Article 12 of the General Terms and Conditions.
2.3 The Customer acknowledges and agrees to ensure that the website and all add-ons hosted on the Managed WordPress Hosting and Managed WooCommerce Hosting platforms are always functional, updatable, and compatible with the latest version of WordPress. It is understood that, if the website or its administration interface (wp-admin) is not functioning and/or visible, and/or if the Customer has protected the WordPress website with a username and password, it may not be possible to perform the update or verify its outcome, which may result in the suspension of the Service as specified in Article 4 below.
The Customer acknowledges that WordPress will be installed in the root directory through the Service.

2bis Terms of Use for "AI Assistant"

2bis.1 The Customer must use the "AI Assistant" plugin in compliance with any intellectual property rights that third parties may hold with respect to the data and/or information that the Customer enters for its use. The Customer therefore represents and warrants that they hold the necessary rights to all data, content, and information entered for the use of the "AI Assistant" plugin and that the activities they perform through the "AI Assistant" plugin do not infringe upon the intellectual property or other proprietary rights of third parties.
2bis 2 The Customer acknowledges and agrees that all information and content entered, managed, and processed by the Customer through the AI Assistant plugin may be used by Aruba and its partners for purposes related to the provision of the Service.
2bis.3 The Customer acknowledges and agrees that Aruba is not required to monitor, mediate, and/or supervise the content entered, managed, and generated through the use of the AI Assistant plugin, and that Aruba bears no liability with respect to such content. The Customer is therefore required to indemnify and hold Aruba harmless from any claim or action brought by third parties for any violations committed by the Customer through the Service.
2bis.4 With regard to the provision of the AI Assistant plugin, Aruba assumes an obligation of means and not of result; therefore, under no circumstances will it participate in the management of or take any action regarding the data and/or information and/or content processed and/or entered by the Customer through the plugin, nor will it guarantee that the result will conform to the Customer's intended use.

3. Updates

3.1. With respect to the Service, Aruba performs updates based on the versions released by the WordPress provider as soon as they become available. It is understood that these updates apply only to the WordPress plugins, themes, and core components listed in the official WordPress directories.
3.2 Aruba, as a courtesy, notifies the Customer of the release of new updates and automatically attempts to install them for 30 consecutive days. The Customer may use a specific feature in the Technical Panel to postpone the updates scheduled by Aruba for a period of 24 hours, up to a maximum of two consecutive times.
3.3 If, within 30 days of the start of the update operations, those operations cannot be successfully completed, the data and/or content present on the WordPress site prior to the start of the update operations will be automatically restored. To this end, Aruba, in partial derogation from the provisions of Article 9 of Section I, will create a backup copy of the content uploaded to the service, which will be retained for 60 days from the start of the update process.
3.4 Once the 30-day period referred to in the preceding paragraph has elapsed, Aruba will in any case perform the update automatically, even if it fails, and no data restore will be performed. The Customer may request to postpone the automatic update for a maximum period of 60 (sixty) days. Once this additional period has elapsed, Aruba will in any case perform the update without restoring the data. The Customer acknowledges and accepts that performing the update could entail a high degree of risk to the operation of the Service or to the integrity of data and/or information and/or content that the Customer has entered and/or processed through the Service; therefore, the Customer expressly indemnifies Aruba pursuant to Article 3.6 below.
3.5 During update operations, the Customer will not be able to access the WordPress management interface. Furthermore, access to the website will not be permitted during these update operations, as the site will be in maintenance mode unless the Customer independently disables the functions automatically set by Aruba using the appropriate option in the Technical Panel. In such cases, Aruba is not liable for any loss or total or partial damage to data and/or information and/or content uploaded to the website and/or processed by the Customer during the update process.
3.6 The Customer acknowledges and agrees, hereby and for the future, that in carrying out the operations referred to in this Article, Aruba assumes an obligation of means and not of result, thereby releasing, hereby and for the future, Aruba itself and/or its subsidiaries and their personnel from any liability for any damages, direct or indirect, of any nature or kind, suffered or to be suffered as a result of or in connection with the activities referred to in this Section V and in this Article 3, including, by way of example only and without limitation, the total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Service, and the total or partial interruption of the Service.
3.7 The Customer, in the event that they have activated the Monitoring Service as described in detail at the link https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-woocommerce/servizio-di-monitoring.aspx, acknowledges and agrees that Aruba assumes an obligation of means and not of result and that, under no circumstances, will it participate in the management of or take any action regarding the data and/or information and/or content processed and/or entered by the Customer through the Services referred to in this Section, nor will it participate in or determine such data, information, or content in any way. Furthermore, the Customer acknowledges and agrees that Aruba is not liable for the outcome of the monitoring activities and hereby releases Aruba, both now and in the future, from liability for any direct or indirect damages of any nature or kind suffered or to be suffered as a result of or in connection with the activities referred to in this paragraph.

4. Suspension of the Service

4.1 Without prejudice to the provisions of Article 12 of Section I, Aruba, at its discretion and without such exercise of this right being deemed a breach or violation of the Agreement, reserves the right to suspend or terminate the Service, even without prior notice, including in cases where it has not been possible to update the WordPress site due to the Customer's improper use of the site as described in this section and, in any event, in the event that the Customer violates any of the conditions set forth in Article 2 above. Aruba will notify the Customer of such breach and grant the Customer a 30-day period to remedy the situation. Once this period has elapsed without the Customer having complied, Aruba—to prevent the Customer's breach from causing security issues and/or posing a danger to the entire system and/or to individuals—will suspend all functions of the Service, while keeping the website active.

5. Appointment as Data Processor

Upon execution of this Agreement, Aruba is appointed by the Customer as Data Processor and/or Sub-Processor for the processing of personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

6. "AI Site Manager" O ional Service

Subject Matter

6.1 The optional "AI Site Manager" service (hereinafter also referred to as the "Service") consists of the provision of an automation software platform based on artificial intelligence technologies that can be integrated into the Managed Hyper Hosting service for WordPress.
The Service is based on the open-source software OpenClaw distributed by the OpenClaw Foundation under the MIT License (an open-source software license) and is not owned by Aruba. The use of the OpenClaw software is therefore subject, to the extent applicable, to

the contractual terms of the MIT License and to any terms of use, notices, or other documentation provided by the OpenClaw Foundation, which the Customer acknowledges and agrees to comply with.
Aruba is the sole owner of the software components, integrations, customizations, and any additional proprietary developments that may have been created to integrate the Service with Aruba's own technological infrastructure.
In this regard, Aruba makes the OpenClaw software available exclusively as an optional service integrated with the Managed Hyper Hosting Service for WordPress, and remains uninvolved in the development of the OpenClaw open-source software and in the decisions made by the OpenClaw Foundation or other entities responsible for its development and maintenance.

Service Features

6.2 The Service may be purchased by the Customer with the technical and pricing features and limitations set forth in the Service's Technical Specifications published at the following link: https://guide.aruba.it/hosting-e-domini/hosting/gestione-strumenti-hosting/pubblicazione-gestione-sito/ai-site-manager.

6.3 The Service cannot be used independently to generate content or execute the functionalities of artificial intelligence (hereinafter also "AI" or "LLM model") and necessarily requires connection to at least one artificial intelligence model or service provided by third-party suppliers, which the Customer must independently select and configure.
The selection, activation, configuration, use, and management of the integrated AI models are the sole responsibility of the Customer, who assumes all liability therefor. Aruba does not provide such models, is not a party to the relevant contractual relationship, and assumes no liability regarding their availability, operation, accuracy, continuity of the Service, security, modifications, suspension, or termination.

6.4 The Customer acknowledges and agrees that the Service, being based on software distributed under an open-source license, may contain vulnerabilities, functional limitations, incompatibilities, or other technical issues publicly disclosed by the license holder during the software's lifecycle, for which Aruba assumes no liability, without prejudice to its commitment to apply updates deemed necessary for the integration of the Service itself.

Modifications and Updates

6.5 Aruba reserves the right to install, apply, or remove updates, security patches, technical modifications, or new versions of the software on which the Service is based in cases where this is deemed necessary for security reasons, the continuity of the Service, regulatory compliance, or the proper functioning of the Service, without this conferring upon the Customer any right to object or demand the maintenance of specific versions of the software.

Limitations on Use of the Service

6.6 Aruba makes the Service available exclusively as a conversational and operational assistant to support the management of a website through the Managed Hyper Hosting Service for WordPress, in accordance with the features, operating procedures, and configurations described in the Technical Specifications published at the following link: https://guide.aruba.it/hosting-e-domini/hosting/gestione-strumenti-hosting/pubblicazione-gestione-sito/ai-site-manager and in the additional documentation referenced therein. Any use of the Service other than that described herein, including, but not limited to:

a) the activation, installation, configuration, or use of additional features, extensions, integrations, or application modules (hereinafter also referred to as "add-ons") other than those expressly provided for or enabled by Aruba;

b) the integration of the Service with communication or collaboration channels other than those expressly provided for by Aruba, such as, by way of example, WhatsApp, Telegram, email, or other messaging services;

c) the use of the Service to interact directly with the Customer's end users, including through chatbots, virtual assistants, conversational systems, or similar solutions integrated into the website or other services;

d) Any other configuration or use that alters the operational context or the original purposes of the Service is carried out solely under the Customer's responsibility.
If the Customer uses the Service for purposes other than those described and permitted in these Terms, the Customer acknowledges and agrees that such different use could result in a different classification of the Customer's role under Regulation (EU) 2024/1689 (AI Act), and may, depending on the specific manner in which the Service is used, be classified as a deployer, a provider of an artificial intelligence system, or another classification provided for by applicable law. In such cases, the Customer fully assumes, under its sole responsibility, all obligations and requirements set forth by applicable law, including, but not limited to:

- transparency obligations toward end users;
- the proper classification of the AI system's risk level;
- any information, documentation, and governance obligations required by applicable law;
- compliance with data protection laws;
- any additional obligations arising from the different classification of the system or the Customer's role pursuant to Regulation (EU) 2024/1689.

Aruba is not involved in such uses and assumes no liability in connection with obligations arising from the Customer's independent use of the Service in a manner that differs from its intended purpose.

Use of the Service Reserved for Adults

6.7 The Service is reserved exclusively for adults. By activating the Service, the Customer represents and warrants that they are at least eighteen years of age or, if acting on behalf of a legal entity, that they possess the necessary powers of representation. In any case, it is prohibited to use the Service to process the personal data of minors in violation of applicable law.

Content Generated Through the Service

6.8 All operations performed through the Service are deemed to be carried out at the Customer's instruction and under the Customer's sole responsibility. The Customer assumes full responsibility for the prompts issued, the instructions provided, the content generated, published, or modified, as well as the consequences arising from the use of the automation features made available by the Service. Aruba does not perform any prior review of the instructions issued by the Customer or of the output produced by the Service.

6.9 The Customer acknowledges and agrees that content generated through the Service using artificial intelligence systems may be inaccurate, incomplete, out of date, not in line with expectations, or contain errors. Such content does not constitute professional advice, nor should it be automatically considered reliable. It remains the Customer's sole responsibility to verify the accuracy, completeness, legality, and suitability of any generated content prior to its publication or use. Aruba assumes no liability for the outputs generated by the Service itself.

6.10 The outputs generated by the Service are made available to the Customer within the limits set forth by applicable copyright and intellectual property laws. Aruba does not guarantee the originality of the outputs nor the absence of third-party intellectual or industrial property rights over them; it is the Customer's sole responsibility to verify the lawfulness of the use of such outputs prior to any publication or commercial exploitation.

Third-Party AI Models

6.11 The Customer is solely responsible for the selection, activation, configuration, management, and security of third-party AI models, API keys, tokens, accounts, and the related login credentials necessary for the operation of the Service.
The Customer is required to accept and comply with the contractual terms, privacy policies, technical conditions, and technical documentation of the third-party providers of the AI models selected by the Customer.
Aruba is in no way liable for the unavailability, modification, suspension, or termination of third-party AI models, nor for the consequences that such events may have on the operation of the Service.

Use of Data Entered into the Service

6.12 Aruba does not use the data entered by the Customer into the Service for training artificial intelligence models. The Customer acknowledges that any use of data entered into the Service for the purposes of training, improving, or optimizing artificial intelligence models depends exclusively on the providers of the AI models independently selected by the Customer and on the configurations adopted by the Customer, to which Aruba is entirely unrelated. Aruba neither determines nor controls the methods of data processing carried out by the aforementioned third-party providers.

Customer Obligations and Responsibilities

6.13 The Customer agrees to use the Service exclusively in accordance with these Terms and Conditions, the Technical Specifications published at the following link https://guide.aruba.it/hosting-e-domini/hosting/gestione-strumenti-hosting/pubblicazione-gestione-sito/ai-site-manager, and any additional technical and functional documentation indicated therein and/or made available by Aruba; applicable laws, including Regulation (EU) 2024/1689 ("AI Act"); data protection laws; intellectual property laws; and any other applicable provisions. It is expressly prohibited to use the Service for unlawful or fraudulent purposes, or for any purpose otherwise incompatible with the technical and functional characteristics of the Service, or for activities attributable to practices prohibited by Article 5 of Regulation (EU) 2024/1689. The Customer assumes all liability arising from the use of the Service in violation of the aforementioned provisions.

Limitation of Aruba's Liability and Indemnification

6.14 Aruba does not guarantee the continuous availability, operational continuity, correctness, completeness, inherent security, or suitability of the Service or third-party AI models, nor does it guarantee the accuracy, legitimacy, or reliability of the outputs generated through such models.

6.15 The Customer therefore acknowledges and agrees that Aruba shall not be liable, under any circumstances, for the results obtained through the Service, for decisions made by the Customer based on the generated outputs, for errors or malfunctions in third-party AI models, for changes made to the WordPress site through the Service, or for any direct or indirect damages arising from the use of the Service itself. Aruba assumes only an obligation of means and not of result.

6.16 The Customer agrees to indemnify and hold Aruba, and more generally the companies of the Aruba Group, fully harmless from any claim, claim, action, demand for compensation, penalty, cost, or expense—including legal fees—arising from the use of the Service, the generated outputs, the AI models linked by the Customer, the instructions given to the AI agent, as well as any violation of applicable law, including Regulation (EU) 2024/1689 ("AI Act") and regulations governing the protection of personal data or intellectual property rights, attributable to the Customer or to parties authorized by the Customer.

Suspension of the Service

6.17 Aruba may immediately suspend the Service or disable its fun , without prior notice, if it detects—even based solely on reasonably reliable evidence—uses that violate these Terms, the Aruba Services Usage Policy, or applicable law, or that are likely to compromise the security of the Service, Aruba's infrastructure, third parties, or third-party providers of the linked AI models. This is without prejudice to any further right to suspend or terminate the Service as provided for in the General Terms and Conditions.

Appointment as Data Processor

6.18 Upon execution of this Agreement, Aruba is appointed by the Customer as the Data Processor and/or Sub-Processor for the processing of the personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

SECTION V – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE SSL SERVER AND CODE SIGNING SERVICE

This section contains the specific terms and conditions governing the provision of the Optional SSL Server and Code Signing Service, provided by Actalis S.p.A. and Aruba S.p.A., if purchased by the Customer, with the technical and financial characteristics set forth in the Technical Specifications of the Optional Service itself and in the CPS.
For the purposes of this Section VI, any reference to the Optional Service shall be understood to refer to the SSL Server and Code Signing Service.

1. Definitions

Without prejudice to the other definitions in Section I and those set forth in the CPS, the terms listed below have the following meanings:
Actalis: Actalis S.p.A., tax ID and VAT number 03358520967, with registered office at Via San Clemente, 53, 24036 Ponte San Pietro, a company belonging to the Aruba Group and an AgID-accredited certification authority that issues the Certificate.
AgID: Agency for Digital Italy.
Code Signing Certificate: A certificate used to verify the integrity and authenticity of executable software digitally signed by the Certificate Holder.
SSL Server Certificate: A certificate used to verify the identity of the organization that operates a website and to enable encryption of communications between the browser and the web server via the SSL/TLS protocol.
Certificate: The SSL Server Certificate and/or Code Signing Certificate issued by the Providers.
Private key: the element of the Certificate Holder's asymmetric key pair, available only to the Certificate Holder. **Public key:** the element of the Certificate Holder's asymmetric key pair, made public through the Certificate itself. **CPS (Certification Practice Statement):** a document available at https://www.actalis.it/documenti-it/cps-certificati-ssl-server-e- code-signing.pdf, which describes the procedures and rules applied by Actalis in the provision of the Certification Service. **Suppliers:** the companies Aruba S.p.A. and Actalis S.p.A., which, for the purposes of the Contract, may also act independently of one another.
Email Address: the email address provided on the Form and used by Suppliers to send the Customer communications regarding the Certificate.
Parties: the Providers and the Customer;
Relying Party: any party that relies on the Certificate—including, but not limited to, for the purpose of providing information to the Certificate Holder
Certificate Holder and/or to use the information or resources obtained from the Certificate Holder.
Optional Service: the Certificate issued by the Providers to the Customer as an Optional Service.
Technical Specifications: the information published on the page https://hosting.aruba.it and/or on the page https://assistenza.aruba.it/ (and on pages accessible from it, such as, among others, https://guide.hosting.aruba.it/) containing the technical characteristics of the Service. **Certificate Holder**: where applicable, depending on the type of Certificate issued, the entity identified in the "Subject" field of the Certificate.

2. Activation and Provision of the Service

2**.1** The Customer acknowledges and agrees that Aruba is the entity that, pursuant to a separate agreement entered into with Actalis, is authorized to resell the Service and is authorized to issue an invoice to the Customer for the Service ordered.

2.2 Issuance of the Certificate to the Customer is contingent upon the proper completion of the designated Form, acceptance of these Terms and Conditions, and successful verification of the activities described in the CPS. In the event of unsuccessful verification of the activities described in the CPS, Article 4.4 shall apply.
2.3 The Certificate purchased as an optional service for the domain registered by the Customer will have a term equal to the term of the Aruba.it hosting service agreement, regardless of its activation date.
The Customer acknowledges and agrees, now and in the future, that in all cases of termination of the domain name to which the Certificate refers,
the Certificate will be revoked, resulting in the termination of the Agreement.
2.4 The procedures, terms, and conditions governing the issuance, suspension, and revocation of the Certificate are set forth in the CPS, to which reference is made.
The issuance of the Certificate under the Agreement does not make the Suppliers agents, fiduciaries, or representatives of either the Customer or the Certificate Holder.

3. Requirements

3.1 The Customer acknowledges and agrees that, in order to use the Certificate, it must, at its own expense, procure the hardware and software resources necessary for that purpose, assuming full responsibility for their functionality, compatibility, and proper configuration. The Customer hereby releases the Suppliers from any liability regarding any configuration, functionality, or compatibility issues with the hardware or software resources in relation to the Certificate.
3.2 The installation of the Certificate on the Customer's computing system—which may be required of the Suppliers pursuant to a separate written agreement—is subject to prior verification by said Suppliers that the target platform is configured with standard, commercially available operating systems, as well as to the Customer's provision of the access credentials necessary for the installation of the certificate.

4. Service Levels and Support

The levels and methods of providing the Service and support are specified in the CPS; please refer to it.

5. Confidentiality and Proprietary Rights

5.1 The Customer agrees, from this time forward, not to disclose or otherwise make available to third parties any confidential information learned or handled in connection with the performance and/or implementation of the Contract without the specific written consent of the Suppliers.
5.2 The Customer is required to use the Service in compliance with the Suppliers' intellectual and/or industrial property rights, as specified in the Contract. Software, like any other copyright or intellectual property right, is the exclusive property of the Suppliers and/or their predecessors in title; therefore, the Customer acquires no rights or title thereto and is permitted to use such software only during the term of the Contract.
5.3 In the case of licenses provided by third-party suppliers through the Suppliers, the Customer acknowledges having reviewed their terms and conditions and agrees to use the software in accordance with the instructions provided on the respective websites, exclusively for personal use. The Customer agrees to accept and comply with the terms of the aforementioned licenses and declares that they are aware that the licenses are entered into between the Customer and the copyright holder of the software, excluding any liability on the part of the Suppliers.
5.4 Without prejudice to the foregoing, the Suppliers and the Customer expressly agree that:

a) the cryptographic key pairs are available to the Customer even when the Customer uses the Certificate in the name and on behalf of a third-party Certificate Holder;
b) the CPS, the Certificates, and the lists of suspended or revoked certificates (CRLs) published by Actalis are and remain the property of Actalis;
c) With regard to the intellectual property rights of other data and information, please refer to the applicable laws and regulations.

6 Customer Obligations, Prohibitions, and Liability

6.1 The Customer's obligations are those set forth in the Terms and Conditions. With specific reference to the Service described in this section, the Customer agrees to use the Certificate in accordance with the Terms and Conditions and the CPS, in compliance with the law, applicable regulations, public morality, and public order. By way of example but not limited to, the Customer agrees to:

a) ensure that the information provided to the Providers for the purpose of issuing the Certificate is accurate, up-to-date, and truthful, and allows for the verification of the Customer's true identity. The Customer acknowledges and agrees that, should they have provided false, outdated, or incomplete information, the Providers reserve the right to suspend the Service by revoking the Certificate and/or to terminate the Contract, while reserving the right to seek compensation for any resulting damages; it is understood that the Customer may not make any claim against the Providers for a refund and/or indemnification and/or compensation for damages, nor may the Customer make any claim of any kind for the period during which the Customer did not use the Service;
b) keep the private key corresponding to the certificate strictly confidential and, therefore, be responsible for its safekeeping;

c) use the certificate exclusively in the manner and for the purposes set forth in the CPS, in accordance with the type of certificate issued to him;
d) not to use their private key to issue certificates of any kind;
e) manage the provided certificate with the utmost care and, in particular:
   (i) review the CPS before requesting the certificate;
   (ii) inform individuals authorized to use the Certificates about matters concerning their use, as indicated in the CPS;
   (iii) install and use the Certificate only after verifying that it contains correct information;
   (iv) If it is determined that your private key has been compromised, immediately request revocation of the Certificate and immediately cease using the private key;
   (v) In the event that the Certification Authority is compromised, immediately cease using the Certificate;
   (vi) After registration and until the Certificate expires or is revoked, promptly notify the Providers of any changes;
   (vii) to the information provided during registration;
   (viii) Cease all use of the Certificate after its expiration date;
   (ix) permanently remove the Certificate(s) from its server(s) upon expiration or revocation; (ix) permanently remove the Certificate(s) from its server(s) that are no longer in its possession;
   (x) Do not use the Certificate(s) in connection with a website on which security issues have been detected—whether through automated systems or following reports from third parties—and/or which contains material that is likely to violate or attempt to violate confidentiality and/or is intended to compromise the integrity of others' resources or to cause direct or indirect harm to anyone (including, but not limited to, pirated software, cracks, key generators, serial numbers, viruses, worms, Trojan horses, or other malicious components);
f) refrain from committing any violation of network systems and security that could give rise to civil and/or criminal liability;
g) not to use the Certificate in a manner that causes harm to oneself and/or third parties and/or the Providers;
h) not to store, send, publish, transmit, and/or share computer applications or documents that conflict with or infringe upon intellectual property rights, trade secrets, trademarks, patents, or other property rights of third parties, or that harm, violate, or attempt to harm or violate the confidentiality of correspondence and the right to privacy;
i) to indemnify and hold the Suppliers harmless from any liability regarding the content and all information published through the Certificate provided to you;
j) Use the Certificate only for purposes permitted by law; you are prohibited, by way of example and without limitation, from publishing and/or sharing material:
   (i) that infringes or violates intellectual property rights, trade secrets, trademarks, patents, or other legal or customary rights;
   (ii) that contains content contrary to public morality and public order, with the intent to disturb public or private peace, or to cause offense or direct or indirect harm to anyone;
   (iii) that contains child pornography, pornography, or obscene material, or is otherwise contrary to public morality;
   (iv) intended to violate or attempt to violate confidentiality, or designed to compromise the integrity of others' resources or to cause direct or indirect harm to anyone (including, but not limited to, pirated software, cracks, key generators, serial numbers, viruses, worms, Trojan horses, or other malicious components);
k) to indemnify and hold harmless the Providers from any liability arising from complaints, legal actions, administrative or judicial proceedings, losses, or damages (including legal fees and expenses) resulting from the Customer's unlawful use of the Services;
l) promptly carry out any instructions received from the Providers in the event of a compromise of the Customer's private key or misuse of the related Certificate, within the maximum timeframes specified in the CPS.

6.2 The Customer acknowledges and agrees that the Providers reserve the right to revoke the Certificate *without prior notice* if it is used for unlawful purposes (e.g., "phishing," man-in-the-middle attacks, distribution of malware, etc.) or in violation of the provisions set forth in subparagraphs (d) and/or (e) of this paragraph.
The Customer acknowledges and agrees that the Providers are not required to monitor, mediate, and/or supervise the content managed through the use of the Certificate, and that the Providers bear no liability with respect to such content. The Customer is therefore required to indemnify and hold the Providers harmless from any claims or actions brought by third parties for any violations committed by the Customer through the Service.
6.3 The Customer also warrants, pursuant to Article 46 of Presidential Decree 445/2000, as amended, that the data and information provided to the Suppliers for the purpose of entering into the Contract are true, accurate, and sufficient to allow for the Customer's identification, and undertakes to notify the Suppliers of any changes thereto, including the email address indicated in the Order Form. The Suppliers reserve the right to verify such data and/or information, including by requesting supplementary documents, which the Customer hereby undertakes to provide. If, at the time of identification, the Customer has concealed their true identity—including through the use of false personal documents—or falsely claimed to be another person, or otherwise acted in a manner that compromises the identification process, the Customer acknowledges and agrees that they will be held liable, including criminally, for false statements and/or theuse of false documentation, and shall also be held solely liable for all damages suffered and to be suffered by the Suppliers and/or third parties as a result of the inaccuracy and/or falsity of the information provided, hereby assuming the obligation to indemnify and hold the Suppliers harmless from any and all claims, actions, and/or requests for compensation or damages that may be brought against them by any party.
6.4 In the event of a breach of even one of the aforementioned obligations or commitments, the Suppliers shall have the right to take such action as they deem appropriate to remedy, where possible, the breach and its effects, and to immediately suspend the Service without prior notice, while also reserving the right to terminate the Contract pursuant to Article 14 of Section I of the Terms and Conditions. The Customer acknowledges and agrees that it shall have no claim against the Suppliers for any refund and/or indemnification and/or compensation for damages or any other claim whatsoever arising from the measures the Suppliers deem

appropriate to take. In any case, the Customer hereby assumes, in advance, all liability regarding the aforementioned violations and undertakes to indemnify and hold the Suppliers harmless from any adverse consequences they may suffer.

7. Supplier Liability

7.1 Subject to the mandatory legal limitations and cases of willful misconduct or gross negligence, Suppliers shall not be liable for failure to perform the obligations assumed under the Contract if such failure is due to causes not attributable to them, such as—by way of example and without limitation—force majeure, entirely unforeseeable technical malfunctions beyond their control, actions by regulatory authorities, force majeure, natural disasters, strikes (including those involving third parties engaged by the Suppliers to perform activities related to the Contract), and other causes attributable to third parties. In particular, the Suppliers shall not be liable for any service disruptions resulting from the Customer's failure to comply with the operational specifications contained in the CPS and the provisions of this Contract, or from any system malfunction not directly attributable to the activities carried out by the Suppliers themselves.

8. Reference to the CPS

For any matters not expressly covered in the preceding articles, reference is made to the provisions of the CPS regarding the service provided by Actalis and available at https://www.actalis.it/area-download.aspx, which constitutes an integral and substantial part of this Agreement.

SECTION VI – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "RANKING COACH" SERVICE

This section contains the special terms governing the provision of the " " Optional Ranking Coach Service, which may be purchased by the Customer, with the technical and financial characteristics and limitations set forth in the Technical Specifications for the Service itself at . It is understood that, for the purposes of this Section VII, any reference to the Optional Service shall be deemed to refer to the Ranking Coach Service.

1. Definitions

Confidential Information: (i) information classified as confidential or proprietary concerning the other Party that the Parties have obtained for any reason related to the performance of the contract and/or (ii) information that, by its nature, content, or the circumstances under which it is disclosed, would normally be considered confidential. In this regard, by way of example and without limitation, the Customer's confidential information includes all information transmitted to or from, or stored through, the Services; Aruba's confidential information includes all performance metrics, features, configurations, and technical information regarding the Services, as well as quotes, audit or security reports, and product development plans.
Ranking Coach Service: the optional service for the Hosting Service, based on the type and features selected by the Customer from those made available by Aruba and viewable at the link https://hosting.aruba.it/rankingcoach.aspx, through which the Customer can optimize the visibility of their website on search engines.

2. Activation of the rankingCoach Service

2.1 The activities necessary for the provision of the Additional Service, as defined on the page https://hosting.aruba.it/rankingcoach.aspx, will be initiated only after the Customer's payment of the applicable fee has been successfully processed. It is understood that for each domain, the Customer may request the activation of only one Optional Service.
2.2 Unless otherwise specifically agreed upon in a separate agreement between the Parties, Aruba—and, on its behalf, any companies it may appoint—undertakes to keep the Customer's data and Confidential Information confidential for the entire duration of the assignments entrusted to it in relation to each of the services covered by this Section.
2.3 The Customer acknowledges and agrees, hereby and for the future, that Aruba may delegate to selected third-party companies the actual performance of the activities necessary for the provision of the services referred to in this Section.
2.4 The Customer acknowledges and agrees, hereby and for the future, that in providing the Services referred to in this Section VI, Aruba assumes an obligation of means and not of result, thereby releasing, hereby and for the future, Aruba itself and/or its subsidiaries and their personnel from any liability for any damages, direct or indirect, of any nature or kind, suffered or to be suffered as a result of or in connection with the activities referred to in this Section VI, including, by way of example only and without limitation, the total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Aruba.it Hosting Services, total or partial interruption of the Aruba.it Hosting Services, or failure to achieve the visibility expected by the Customer.

2bis Terms of Use for the "AI" Feature

2bis.1 Aruba makes no representations or warranties regarding the legality, accuracy, or reliability of the results generated through the "AI" feature and, in particular, Aruba provides no warranty that the results generated through the "AI" feature may infringe the intellectual property rights of third parties or other rights. Without prejudice to the provisions of Article 2bis.2 below, the Customer therefore

undertakes to verify the results generated through the use of the "AI" feature and to conduct any necessary assessment to determine whether such results are suitable for the Customer's intended purpose; in any case, any such use shall be at the Customer's sole risk.
2bis.2 The Customer must use the "AI" feature in compliance with any intellectual property rights that third parties may hold with respect to the data and/or information that the Customer enters for its use. The Customer therefore represents and warrants that it holds the necessary rights to all data, content, and information entered for the use of the "AI" feature and that the activities it performs through the "AI" feature do not infringe upon the intellectual property or other proprietary rights of third parties.
2bis 3 The Customer acknowledges and agrees that all information and content entered, managed, and processed by the Customer through the "AI" feature may be used by Aruba and its partners for purposes related to the provision of the Service.
2bis.4 The Customer acknowledges and agrees that Aruba is not required to monitor, mediate, and/or supervise the content entered, managed, and generated through the use of the "AI" feature, and that Aruba bears no liability with respect to such content. The Customer is therefore required to indemnify and hold Aruba harmless from any claims or actions brought by third parties for any violations committed by the Customer through the Service.
2bis.5 With regard to the provision of the "AI" feature, Aruba assumes an obligation of means and not of result; therefore, under no circumstances will it participate in the management of or take any action regarding the data and/or information and/or content processed and/or entered by the Customer through said feature, nor will it guarantee that the result will conform to the Customer's intended use.

3. Term and Renewal

3.1 The Optional "Ranking Coach" Service has a term equal to the term of the Aruba.it Hosting service agreement, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or fails to renew it upon expiration, the Optional Service will be deactivated, and Aruba's liability is hereby expressly excluded in such cases.
The Customer is required to back up and/or copy the content prior to the transfer and/or expiration date, as the Providers, following non-renewal and/or transfer, do not guarantee the recovery of data on the service. In any case, it is understood that if the 40 (forty)-day period beginning on the Contract's expiration date elapses without action, the content and/or information entered and/or processed by the Customer through the Service will be deleted and will therefore be unrecoverable; the Providers' liability in this regard is hereby expressly excluded, both now and in the future.

4. Aruba's Obligations and Limitations of Liability

4.1 Aruba undertakes to provide the Service and allow the Customer to use it 24/7/365 in accordance with the Specifications set forth at https://hosting.aruba.it/rankingcoach.aspx.
4.2. Under this Agreement, Aruba assumes an obligation of means and not of result. Therefore, Aruba shall in no way be held liable in the event that:
- the website is not actually indexed by major search engines, as Aruba guarantees only the provision of the Optional Service;
- a previously activated Ranking Coach account is deactivated following a new request from the Customer;
- the Customer's website does not meet specific requirements or does not comply with certain guidelines set forth on the page https://hosting.aruba.it/rankingcoach.aspx;
- in the event of renewal, the Optional Service is updated to reflect any changes to the operating algorithms implemented by the relevant search engines.
- the Optional Service is deactivated due to the Customer's failure to comply with its obligations, including those set forth in Article 5 below.

4**.3** All websites dealing with products, services, and content related to tobacco and cigarettes, weapons, alcohol, drugs and related accessories, products designed to help pass toxicology tests, counterfeit brand-name products, prescription drugs, forged documents, fireworks and pyrotechnic devices, gambling and betting, hacking sites, mod chips and decoding systems, miracle cures, dialers, requests for funds, racist and violent content, prostitution, and erotic content.

5. Customer Rights and Obligations

5.1 The Customer has the right to use the Optional Service in accordance with the relevant Technical Specifications, in the manner and with the features selected from those made available by Aruba.
5.2 The Customer acknowledges that only one Optional Service may be activated per domain, as also described in the Guides available at https://hosting.aruba.it/rankingcoach.aspx.Therefore, if the Customer requests activation of the Optional Service for a domain that already has an Optional Service active, Aruba reserves the right, at its discretion, either to decline the new activation request or to activate a new Optional Service while deactivating the existing one.
5.3 With specific reference to the "listingcoach" feature, if available, the Customer acknowledges and agrees that the publication of the requested content may take up to one month from the activation of the Optional Service; it is the Customer's responsibility to verify that the documentation to be published complies with the restrictions set forth in the Service Guides available at https://hosting.aruba.it/rankingcoach.aspx.
5.4 The Customer acknowledges and agrees that the "ads" Optional Service feature is not available if the Customer has had an active Google Ads account within the 90 days prior to the date on which the Customer began using the Coachads feature, as described in the Guides available at https://hosting.aruba.it/rankingcoach.aspx.
With specific reference to the "ads" Optional Service, the Customer acknowledges and agrees that if the service is deactivated and there is still unused credit remaining, such credit will not be refunded.

5.5 The Customer declares that they possess all the technical knowledge necessary to ensure the proper and diligent administration and management of the Optional Service.

6. Appointment of a Data Processor

Upon execution of this Agreement, Aruba is appointed by the Customer as the Data Processor for the personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

SECTION VII – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "SWITE" SERVICE

This Section contains the specific terms and conditions governing the provision of the Swite Service, which the Customer may purchase with the technical and financial characteristics and limitations set forth in the Service's Technical Specifications.
It is understood that, for the purposes of this Section VIII, any reference to the Service shall be understood to refer to the Swite Service.

1. Definitions

Confidential Information: (i) information relating to Aruba that is deemed or classified by Aruba as confidential and/or proprietary, which the Customer has become aware of for any reason related to the performance of the contract; and/or (ii) information relating to the Supplier that, by its nature, content, or the circumstances under which it is disclosed, would normally be considered confidential. In this regard, by way of example and without limitation, Aruba's confidential information includes all performance specifications, features, configurations, and technical information regarding the Service, as well as quotes, audit or security reports, and product development plans.
Service: The "Swite" service, through which the Customer can create and publish a website on the second-level domain by importing content from an active profile—owned by the Customer—on a so-called "social network."

2. Activation of the Swite Service

2.1 The Swite Service is included among the Services as specified in the Technical Specifications and may be activated by the Customer as described at https://guide.hosting.aruba.it/swite/accesso/modalita.aspx.
2.2 Aruba assumes no liability whatsoever for the information, data, or content entered, transmitted, or otherwise processed by the Customer through the Service, or, in general, for the Customer's use of the aforementioned Service, and reserves the right to take any measures necessary to protect its rights and interests, including disclosing to the relevant parties information necessary to identify the Customer.

3. Term and Renewal

3.1 The Swite Service has the same duration as the associated main Service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or fails to renew it upon expiration, the Swite Service will be deactivated, and Aruba's liability is hereby expressly excluded in such cases.
3.2 Without prejudice to the provisions of the other documents constituting the Agreement, the Customer acknowledges and agrees that upon the expiration date of the Service and, in any event, upon the termination of the Agreement for any reason, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and agrees that it is the Customer's sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Service(s), it being understood that once the Contract has terminated or the Service has expired, such data and/or information and/or content may no longer be recoverable. In any case, the Customer hereby releases Aruba, now and in the future, from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s).
3.3 The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to the reactivation of the relevant Service, if necessary by entering into a new Contract.
3.4 In any case where a domain name—registered and/or maintained with the competent Registration Authority through the Services provided by Aruba—is transferred to another provider before the Service expires, the Agreement shall be deemed terminated upon completion of the transfer procedure, if such procedure is completed prior to the expiration date; otherwise, it shall terminate on the originally agreed-upon date. Aruba expressly excludes any refund to the Customer for the period during which the Customer did not use the Service.

4. Aruba's Obligations and Limitations of Liability

4.1 Aruba guarantees the Customer the provision and use of the Service 24 hours a day, 7 days a week, 365 days a year, in accordance with the Specifications set forth on the page https://hosting.aruba.it/en/swite-social-website.aspx.
4.2 Aruba's obligations and liabilities to the Customer are limited exclusively to those defined in the Agreement; therefore, in any case of breach or non-performance attributable to Aruba, Aruba's liability shall not exceed the amount paid by the Customer for the specific Service—whether ordered or renewed—affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, both now and in the future.

4.3 Aruba does not perform any specific backups of the data and/or information and/or content processed by the Customer through the Service. In any case, Aruba offers no guarantee regarding the use of the Service with respect to the protection and preservation of such data and/or information and/or content.
4.4 Aruba is committed to ensuring the best possible system performance, but assumes no liability toward either the Customer or third parties for delays, malfunctions, suspensions, and/or interruptions in the provision of the Service caused by factors beyond its control, including, but not limited to:

a) accidents, catastrophic events, or force majeure;
b) acts of third parties, including measures taken by so-called "social networks" used by the user, or even by Aruba's suppliers;
c) malfunction or non-conformity of the connection devices provided by the Customer or otherwise used by the Customer;
d) tampering with or modifications to the services or equipment performed by the Customer or by third parties not authorized by Aruba;
e) failures and malfunctions of hardware and software, whether owned by Aruba or by its respective suppliers.

4.5 The Customer acknowledges and agrees, now and in the future, that any trial versions of the Services (so-called "trials") are provided with certain limitations and/or specifications (including, but not limited to: limitations on the configuration of the selected Services and/or their duration, the possibility of early termination and/or deactivation of the Services, usage limitations, limitations on the possibility of renewal, and pricing terms) as described from time to time at the link https://hosting.aruba.it/en/swite-social-website.aspx, to which express reference is made; the Customer therefore releases Aruba from any liability for any damages, whether direct or indirect, of any nature or kind, suffered or to be suffered as a result of or due to the aforementioned limitations and/or specifications.

5. Customer Rights and Obligations

5.1 The Customer agrees to use the Service exclusively for lawful purposes and in accordance with the applicable legal provisions in effect from time to time, customary practices, and standards of due diligence, and in any case, without infringing upon any rights of third parties, assuming full responsibility in this regard. The Customer further declares that he or she is the sole and exclusive administrator of the Service and, as such, declares that he or she is solely responsible (i) at his or her own risk, for the management of data and/or information and/or content processed by the Customer through the Service, for their security and storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, and hereby undertakes, for this purpose, to implement, at its own expense, suitable and adequate security measures; (ii) for the content of the information, sounds, texts, images, design elements, and data accessible and/or made available through the Service and, in any case, transmitted, disseminated, or posted online by the Customer for any reason; (iii) for any malfunctions of the Service resulting from use that does not comply with Aruba's Service Usage Policy; (iv) for the loss or disclosure of the Service access codes or any additional codes assigned to the Customer by Aruba; (v) for managing access to the Customer's Control Panel (any connection, modification to the Service, or order placed via the Customer's Control Panel is presumed to have been made by the Customer); (vi) compliance with the policies, regulations, and contractual terms directly imposed on the Customer by the various social networks through which the Customer independently manages and/or uploads content using the Service, including, by way of example, YouTube: (https://www.youtube.com/static?template=terms), Facebook: (https://www.facebook.com/legal/terms), Instagram: (https://help.instagram.com/581066165581870), and Twitter: (https://twitter.com/it/tos).

5.2 The Customer acknowledges and agrees that, by being granted the right to use the third-level domain, the Customer does not acquire any rights to that name and assumes all responsibilities arising from the use and management of said third-level domain; the Customer declares that it has the right to use and/or legal authority over the domain and that, by requesting the right to use it and/or through the chosen third-level domain, it will not infringe upon the rights and/or interests of third parties, and hereby assumes, exclusively, all resulting liability as well as any other liability arising from the ownership, use, management, and content of the aforementioned third-level domain, and hereby indemnifies Aruba, now and in the future, against any liability that may be asserted against it by anyone as a result of the provision of the service associated with the aforementioned third-level domain.

6. Processing of Personal Data

In addition to the provisions of Article 22 of the General Section of these Terms of Service, it is hereby specified that, in the context of any interaction with the so-called "social network(s)" previously selected by the Customer for importing content into the Service(s), Aruba, based on the settings and authorizations independently provided by the Customer to the social network of his or her choice, will import various types of content present within the Customer's account on said social network.
With respect to such data, the Customer acts as the independent Data Controller; the processing of such data will be carried out in accordance with the terms of the appointment of Aruba as Data Processor pursuant to Article 28 of EU Regulation 2016/679, as set forth in Article 7 below and in any additional documents referenced in these Terms of Service, to which refers in their entirety. For informational purposes only, the following is a summary of key information regarding the "social network" services used for these features:

Service Name	Reference Policy	Instructions for Disabling Features
YouTube API Services	http://www.google.com/policies/privacy	https://security.google.com/settings/security/permissions
Facebook Platform Graph API	https://www.facebook.com/policy.php	https://www.facebook.com/settings?tab=applications

Instagram Platform Graph API	https://help.instagram.com/519522125107875	https://www.instagram.com/accounts/manage_access/
Twitter Developer Platform API	https://twitter.com/privacy	https://twitter.com/settings/applications

When registering or linking a social media account, the Customer grants permissions that authorize the import of certain types of content. Depending on the social media platform, the permissions granted, and whether or not the data is available, Aruba imports the following categories of data:

Data Category	**Examples of Data Types**
Account-Related Data (Profile, Page, Channel)	Account Name, Account Description, Avatar Photo, Cover Photo, Contact Information (Address, Phone Number, Email), Time
Data on Individual Content	Photos, posts, tweets, videos, events, and/or reviews that the Customer has uploaded to social media or shared on their feed (if the original author of the content allows the data to be imported)
Metadata associated with individual pieces of content	Title, description, link, thumbnail photo, upload date, location tags, and the playlist or gallery to which it belongs

This data is used exclusively for creating and updating the Customer's website. You can revoke authorization directly on the social media platform by following the links provided in the table above. Revoking permissions blocks the import of new content, but does not guarantee the deletion of all data that has already been imported. To delete the data on Aruba (and revoke authorization):

- For a single social media platform, disconnect it from the "Connected Social Media" page;
- For all social media accounts linked to a website, remove the website from the "Website Settings" page;
- For all social media accounts from all websites linked to an account, remove the account from the "Account Settings" page.

7. Appointment as Data Processor

Upon execution of this Agreement, Aruba is appointed by the Customer as the Data Processor for the personal data provided by the Data Controller, as described in Article 23 of the General Section, for the purpose of providing the Service.
As part of the process of interacting with the so-called "social network(s)" previously selected by the Customer for importing content into the Service, Aruba, based on the settings and authorizations independently provided by the Customer to the social network of their choice, will import various types of content from the Customer's account on said social network, including, but not limited to:

Account Name, Account Description, Avatar Photo,
Cover Photo, Contact Information (Address, Phone Number, Email), Time
Photos, posts, tweets, videos, events, and/or reviews that the Customer has posted on a social network or shared on their feed (provided that the original author of the content allows the data to be imported)

It is understood that the Customer remains free to revoke and/or modify, independently and at any time, the aforementioned authorizations and/or settings provided through the platform of the selected social network(s), by following the instructions provided by the social networks themselves and also listed on the page https://guide.hosting.aruba.it/swite/introduzione.aspx.
The Customer acknowledges and agrees, now and in the future, that such revocation and/or modification of the authorizations and/or settings provided would prevent the import of new content, but would not result in the deletion of content already imported into the Service; the deletion of such content remains the sole responsibility of the Customer in its capacity as Data Controller, through the procedures made available by Aruba and described on the page https://guide.hosting.aruba.it/swite/introduzione.aspx.

SECTION VIII – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "ARUBA DRIVE" SERVICE

This section contains the special terms and conditions governing the provision of the Aruba Drive Service, if purchased by the Customer, with the technical and pricing characteristics set forth in the Technical Specifications for the Service.
It is understood that, for the purposes of this Section VIII, any reference to the Service shall be understood to refer to the Aruba Drive Service.

Definitions:

Update: updates to the Nextcloud core and plugins performed by Aruba in accordance with the procedures and limitations specified at https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx.

Nextcloud Contractual Documents: the contractual document published at https://nextcloud.com/blog/why-the-agpl-is-great-for-business-users/ and the documents mentioned therein, as well as other documents published at https://nextcloud.com/it/ or otherwise made available by NextCloud GmbH on a different website, which govern the terms and conditions of use for the NextCloud open-source cloud storage service.

Nextcloud: the open-source cloud platform developed by Nextcloud GmbH, the features of which are described on the website https://nextcloud.com/it/.

Nextcloud GmbH: Nextcloud GmbH or its subsidiaries and/or affiliates.

Service: The Aruba Drive Service, consisting of Aruba's provision of certain hosting and Nextcloud management activities, including, but not limited to, the installation of NextCloud and update operations.

Dashboard: The area for managing the Service, which the Customer accesses using their login credentials.

2. Activation and Provision of the Aruba Drive Service

2.1 The Aruba Drive service is included in the Services as specified in the Technical Specifications and can be activated by the Customer following the procedures described at https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx.
2.2 Upon activation of the Service, the Customer may begin to create and allocate their own virtual infrastructure, for which they will be solely responsible and to which they alone will have exclusive access through the Control Panel or through dedicated software for the Aruba Drive Service.
2.3 It is expressly understood that Aruba, with respect to any Service, is not subject to any general obligation of supervision; therefore, it does not monitor or supervise the conduct or actions of the Customer and/or any third parties authorized by the Customer through the Service, nor does it monitor or supervise the information and/or data and/or content that they enter into the Service; In any case, Aruba is and remains uninvolved in the activities that the Customer and/or any third parties authorized by the Customer carry out independently by remotely accessing the Service via the Internet using their login credentials. In any case, once the Customer has accessed the Service, the Customer is the sole data controller, pursuant to Legislative Decree 196/2003 and EU Regulation 2016/679, of any data entered and/or processed within the Service.
2.4 Aruba does not perform any specific backups of the data and/or information and/or content processed by the Customer—whether for itself, for third parties, or by such third parties if authorized by the Customer—within the Service; the Customer is required to perform a complete backup of the data and/or information and/or content that it enters and/or processes within the Service and to take all necessary security measures to safeguard such data and/or information and/or content. In any case, Aruba offers no guarantee regarding the use of the Service with respect to the protection and preservation of the aforementioned data and/or information and/or content, unless the Customer activates a specific ancillary service.
2.5 The Customer acknowledges and agrees that upon the expiration date of each Service and, in any event, upon the termination of the Agreement for any reason, the Parties shall be automatically released from their respective obligations; The Customer acknowledges and agrees that it is the Customer's sole responsibility to obtain and retain a copy of the data and/or information and/or content processed through the Service(s), it being understood that once the Contract has terminated or the Service has expired, such data and/or information and/or content may no longer be recoverable.
2.6 In any case, the Customer hereby releases Aruba, now and in the future, from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s). The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the relevant Service, if necessary by entering into a new Contract.
2.7 Aruba assumes no liability whatsoever for the information, data, or content entered or transmitted—and, in any case, processed—by the Customer, either on its own behalf or on behalf of third parties, or by such third parties if authorized by the Customer, within the Service, and generally for the Customer's use of the Service; and Aruba reserves the right to take any measures and actions necessary to protect its rights and interests, including disclosing to the relevant parties information necessary to identify the Customer. Aruba shall in no event be liable for any damages, whether direct or indirect, of any kind or nature, caused by the Customer to third parties who, in any manner, form, or capacity, have used the Service.

3. Terms of Use

3.1 Every Nextcloud installation includes and will continue to include one or more pre-installed plugins, as defined and updated at the following link: https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx. These plugins are necessary for the provision of the managed services, and the Customer agrees not to remove them.
3.2. The Customer acknowledges and agrees that the provision of the Service involves technology that is constantly evolving and is therefore subject to the usage limitations set forth at the link https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx. Aruba reserves the right to update these limitations, in accordance with the provisions of Article 15.2 of the General Terms and Conditions. In the event of non-compliance with the aforementioned limitations, Aruba reserves the right to apply the provisions set forth at the link https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx, as well as to suspend the Service in accordance with Article 12 of the General Terms and Conditions.
3.3 The Customer acknowledges and agrees to ensure that the website and all add-ons hosted on the Aruba Drive platform remain fully functional, updatable, and compatible with the latest stable version of Nextcloud.

The Customer acknowledges and agrees that Nextcloud will be installed in the root directory via the Service. The Customer therefore declares, on its own behalf or on behalf of any third parties to whom it may, for any reason, have granted permission to use the Service, that it complies with the licenses for the software included and used in the Service, in accordance with the provisions of Article 5 below.
3.4 The Customer represents that he possesses all the technical knowledge necessary to ensure the proper use, administration, and management of the Service and, in any case, acknowledges and agrees that the processing of data and/or information and/or content carried out by him and the resulting dissemination of such data, information, and/or content on the Internet through the Service are performed exclusively at his own risk and under his sole responsibility.
3.5 The Customer, including on behalf of and for the account of third parties whom the Customer may, for any reason, have authorized to use the Service, agrees to use the Service exclusively for lawful purposes and in accordance with the applicable laws in effect from time to time, customary practices, and standards of due diligence, and in any case, without infringing upon any rights of third parties, assuming full responsibility in this regard. The Customer declares that he or she is the sole and exclusive administrator of the Service and, as such, declares that he or she is solely responsible

(i) the management of data and/or information and/or content processed by the Customer within the Service, their security and storage, and the performance of any other activity deemed useful or necessary to ensure their integrity, and the Customer hereby undertakes, at its own expense, to implement appropriate and adequate security measures;
(ii) the content of the information, sounds, text, images, design elements, and data accessible and/or made available on the Service and, in any case, transmitted or posted online by the Customer for any reason;
(iii) service malfunctions resulting from any use that does not comply with the Aruba Services Usage Policy;
(iv) the loss or disclosure of login credentials;
(v) management of access to the Customer's Control Panel (any connection, modification to the Service, or order placed through the Control Panel is presumed to have been made by the Customer); in this regard, the Customer is responsible for periodically changing the password for accessing the Control Panel at intervals of no more than 3 (three) months.

3.6 The Customer also agrees to promptly notify Aruba of any unauthorized use of their account or any other security breach that is discovered.
3.7 The Customer agrees to notify and ensure that any third parties to whom the Customer has granted permission, for any reason, to use the Service, all the provisions set forth in the contract, without exception, and further undertakes to indemnify and hold Aruba harmless from any and all claims and/or demands for damages made by any party arising from a breach of the aforementioned provisions and/or those contained in the Nextcloud Contractual Documentation, and in any case from the conduct of the Customer or the aforementioned third parties.
The Customer is expressly prohibited from marketing the Service as an agent, reseller, dealer, distributor, or licensee of Aruba and/or Nextcloud GmbH and, in any case, to market or use it as a service of Aruba and/or Nextcloud GmbH, or by using the trademarks and/or images and/or promotional and advertising materials of Aruba and/or Nextcloud GmbH, or, more generally, any intellectual and/or industrial property rights actually used by Aruba or Nextcloud GmbH or owned by them.

4. Updates

4.1. With respect to the Service, Aruba performs updates based on the versions released by Nextcloud GmbH as soon as they become available. It is understood that these updates apply only to Nextcloud plugins and the Nextcloud core found in the official Nextcloud directories.
4.2 Aruba, as a courtesy, notifies the Customer of the release of new updates and automatically attempts to install them.
The Customer acknowledges and agrees that Aruba will automatically install new updates on a periodic basis, at its sole discretion and without the need to obtain the Customer's prior consent.
4.3 The Customer acknowledges and agrees that performing the update may entail a high degree of risk to the operation of the Service or to the integrity of data and/or information and/or content that the Customer has entered and/or processed through the Service; therefore, the Customer expressly indemnifies Aruba pursuant to Article 4.4 below.
4.4 The Customer acknowledges and agrees, hereby and for the future, that in carrying out the operations referred to in this Article, Aruba assumes an obligation of means and not of result, thereby releasing, hereby and for the future, Aruba itself and/or its subsidiaries and their personnel from any liability for any damages, direct or indirect, of any nature or kind, suffered or to be suffered as a result of or in connection with the activities referred to in this Section IX and this Article 4, including, by way of example only and without limitation, the total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Service, or the total or partial interruption of the Service.

5. Copyright and Licenses

5.1 The Customer is required to use the Services in compliance with the intellectual and/or industrial property rights of Aruba and Nextcloud GmbH, as specified in the Aruba Service Usage Policy and in the other documents referred to in the Terms and Conditions, including these Special Terms and Conditions and the Nextcloud Contractual Documents. The software, like any other copyright or intellectual property right, is the exclusive property of Aruba and/or its predecessors in title; therefore, the Customer acquires no rights or title thereto and is permitted to use it only during the term of the contract.
5.2 In the case of licenses provided by third-party suppliers through Aruba, the Customer acknowledges having reviewed the terms and agrees to use the software in accordance with the instructions provided on the respective websites, exclusively for personal use. The Customer agrees to accept and comply with the terms of the aforementioned licenses. The Customer declares that they are aware that the licenses are entered into between the Customer and the holder of the copyright to such software, and that Aruba bears no liability whatsoever in this regard.

5.3 The Customer is not permitted to use, in any way or by any means, the corporate name, technology names, or trademarks—including logos, distinctive marks, designs, and stylized word marks—of Aruba or Nextcloud GmbH without the prior written consent of Aruba or Nextcloud GmbH. The Customer represents and warrants that it holds the necessary rights to all data, software programs, or services used in connection with accessing or using the Services, and that the activities performed do not infringe upon the intellectual property or other proprietary rights of third parties. The user agrees to access and use the Services (a) without infringing the rights of third parties, and (b) exclusively in compliance with all applicable laws and regulations.

6. Suspension of the Service

Without prejudice to the provisions of Article 12 of Section I, Aruba, at its discretion and without such exercise of this right being deemed a breach or violation of the Agreement, reserves the right to suspend or interrupt the Service, even without prior notice, including in cases where it has not been possible to update the Service due to the Customer's improper use of the Service as described in this section and, in any event, in cases where the Customer violates any of the conditions set forth in Article 3 above. Aruba will notify the Customer of such breach and grant the Customer a 30-day period to remedy the situation. Once this period has elapsed without the Customer having complied, Aruba—to prevent the Customer's breach from causing security issues and/or posing a danger to the entire system and/or to individuals—will suspend all functions of the Service, while keeping the website active.

7. Appointment as Data Processor

Upon execution of this Agreement, Aruba is appointed by the Customer as Data Processor and/or Sub-Processor for the processing of personal data provided by the Customer, as described in Article 23 of the General Section, for the purposes of providing the Service.

SECTION IX – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "SUPERSITE" SERVICE

This section contains the specific terms and conditions governing the provision of the Supersite service, if purchased by the Customer through the website https://hosting.aruba.it, with the technical and financial characteristics set forth in the Technical Specifications for the Service.

It is understood that, for the purposes of this Section IX, any reference to the Service shall be understood to refer to the Supersite Service

1. Definitions:

24/7/365: an acronym used in the Contract to indicate the continuity of Services 24 hours a day, seven days a week, 365 days a year.
Customer: the natural or legal person identified in the Order Form.
Activation Confirmation: the notification confirming that the ordered Service has been activated.
Terms: these Terms and Conditions for the provision of the Aruba Supersite service.
Login Credentials: the username and password assigned by Aruba to the Customer.
Prepaid Fee for Optional Services (or "Prepaid Fee"): The amount, including VAT, paid in advance by the Customer for the purchase of a Pay-As-You-Go Optional Services Package, usable exclusively within the Supersite Service in accordance with the terms described in these Terms of Service.
Third-Level Domain: The third-level domain, of the form "domainname.mysupersite.it," specified by the Customer during the ordering process and granted to the Customer for use through the Service itself, if selected by the Customer.
Confidential Information: (i) information relating to the Provider and deemed or classified by the Provider as confidential and/or proprietary, of which the Customer has become aware for any reason related to the performance of the contract; and/or (ii) information relating to the Provider that, by its nature, content, or the circumstances under which it is disclosed, would normally be considered as such. In this regard, by way of example and without limitation, Aruba's confidential information includes all the features, specifications, configurations, and technical information of the Service, as well as quotes, audit or security reports, and product development plans.
Price List: the document published on the page http://supersite.aruba.it/, which sets forth all the pricing terms of the Service, or, alternatively, if applicable, the document containing such terms sent by Aruba to the Customer in the event of a separate, specific, and distinct agreement between the Parties.
Order Form: the electronic form available at the link http://supersite.aruba.it/, which, once fully completed online by the Customer and either submitted by the Customer or delivered to Aruba by other means after being signed by the Customer, constitutes a contractual proposal and formalizes the request to activate the Service.
Dashboard: the area for managing the Service, which the Customer accesses using their credentials from the Customer Area accessible via the page http://supersite.aruba.it/.
Parties: Aruba and the Customer
Pay-as-You-Go Optional Services Package (or "Package"): The set of ancillary and optional services for the Supersite Service, which the Customer may purchase by paying a Prepaid Fee. The use of these services results in the consumption of the corresponding Consumption Units.
Usage Management Panel: The specific section within the Supersite Service management area through which the Customer can purchase Packages, view the remaining balance of Usage Units, and review usage history.

Usage Units: The unit of measurement—not convertible into legal tender—that represents the value assigned to each optional service within a Package. These units are consumed in accordance with the conversion table available in the Usage Management Panel

2. Activation and Provision of the Service

2.1 The Supersite service is included in the Services as specified in the Technical Specifications and may be activated by the Customer in the manner described at http://supersite.aruba.it/.
2.2 The Customer may request the conversion of the Service, within the scope of the available solutions listed on the website http://supersite.aruba.it/, by paying the applicable fee, ensuring that, in advance and at their own expense, they make a copy of the data and material processed through the Service for which conversion is requested. Following the conversion, the recovery of content processed by the Customer through the converted Service is not guaranteed.
2.3 It is expressly understood that Aruba is not subject to any general obligation of supervision; therefore, it does not monitor or supervise the conduct or actions carried out by the Customer through the Service, nor does it monitor or supervise the information and/or data and/or content processed in any manner by the Customer or by its agents and/or collaborators using the Service itself; Aruba is and remains uninvolved in the activities that the Customer carries out independently by accessing the Service remotely via the Internet. In any case, once the Customer has accessed the Service, the Customer is the sole data controller, pursuant to Legislative Decree 196/03 and European Regulation No. 679/2016, with respect to the processing of any data entered and/or processed during the ordering of the Service or otherwise through the Service itself.
2.4 Aruba assumes no liability whatsoever for any information, data, or content entered, transmitted, or otherwise processed by the Customer through the Service, nor for the Customer's use of the Service in general, and reserves the right to take any measures necessary to protect its rights and interests, including disclosing to relevant parties data necessary to identify the Customer.

2bis Terms of Use for the "AI" Feature

2bis.1 Aruba makes no representations or warranties regarding the legality, accuracy, or reliability of the results generated through the "AI" feature; in particular, Aruba provides no warranty that the results generated through the "AI" feature may infringe upon the intellectual property rights of third parties or other rights. Without prejudice to the provisions of Article 2bis.2 below, the Customer therefore undertakes to verify the results generated through the use of the "AI" feature and to conduct any necessary assessment to determine whether such results are suitable for the Customer's intended purpose; in any case, any such use shall be at the Customer's sole risk.
2bis.2 The Customer must use the "AI" feature in compliance with any intellectual property rights that third parties may hold with respect to the data and/or information that the Customer enters for its use. The Customer therefore represents and warrants that it holds the necessary rights to all data, content, and information entered for the use of the "AI" feature and that the activities it performs through the "AI" feature do not infringe upon the intellectual property or other proprietary rights of third parties.
2bis 3 The Customer acknowledges and agrees that all information and content entered, managed, and processed by the Customer through the "AI" feature may be used by Aruba and its partners for purposes related to the provision of the Service.
2bis.4 The Customer acknowledges and agrees that Aruba is not required to monitor, moderate, and/or supervise the content entered, managed, and generated through the use of the "AI" feature, and that Aruba bears no liability with respect to such content. The Customer is therefore required to indemnify and hold Aruba harmless from any claims or actions brought by third parties for any violations committed by the Customer through the Service.
2bis.5 With regard to the provision of the "AI" feature, Aruba assumes an obligation of means and not of result; therefore, under no circumstances will it participate in the management of or take any action regarding the data and/or information and/or content processed and/or entered by the Customer through said feature, nor will it guarantee that the result will conform to the Customer's intended use.

3. Term and Renewal

3.1 The Supersite Service has a term equal to that indicated in the Order Form and is renewed at the frequency specified therein.
If the Supersite Service is purchased by the Customer as an Optional Service, its term shall be equal to the term of the contract for the provision of the primary Aruba.it Hosting service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or fails to renew it upon expiration, the Optional Service will be deactivated, and any liability on the part of Aruba is hereby expressly excluded.
3.2 Subject to the provisions of the other documents constituting the Contract, the Customer acknowledges and agrees that upon the expiration date of the Service and, in any event, upon termination of the Contract for any reason whatsoever, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and agrees that it is the Customer's sole responsibility to obtain and retain a copy of the data and/or information and/or content processed through the Service(s). Ten days after the termination of the Contract for any reason, Aruba will delete the data entered through the Service, which will therefore no longer be recoverable . In any case, the Customer hereby releases Aruba, now and in the future, from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s).
3.3 The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the relevant Service, if necessary by entering into a new Contract.
3.4 In any case where the domain name, registered and/or maintained with the competent Registration Authority through the Services provided by Aruba, is transferred to another Provider prior to the expiration of the Service, the Contract shall be deemed terminated upon completion of the transfer procedure, if such procedure concludes prior to the expiration date; otherwise, it shall terminate on the originally

agreed-upon date. Any refund by Aruba to the Customer for the period during which the Customer did not use the Service is expressly excluded.
3.5 The Customer is required to back up and/or copy the content prior to the transfer and/or expiration date, as the Providers, following non-renewal and/or transfer, do not guarantee the recovery of data from the service.

4. Aruba's Obligations and Limitations of Liability

4.1 The Customer has the right to use the Service 24/7/365 as specified in the Contract and acknowledges that, in any case of breach or non-performance attributable to Aruba, Aruba shall not be liable for an amount exceeding that paid by the Customer for the individual Service—whether ordered or renewed—affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, both now and in the future.
4.2 Aruba does not perform any specific backups of the data and/or information and/or content processed by the Customer through the Service, with the exception of backups of the entire contents of the storage systems that Aruba itself, as a precautionary measure, performs periodically for the purpose of potentially restoring the Service; however, this does not relieve the Customer from performing a complete backup of the data and/or information and/or content that they have entered and/or processed through the Service and from taking all necessary security measures to safeguard such data and/or information and/or content. In any case, Aruba offers no guarantee regarding the use of the Service with respect to the protection and preservation of the aforementioned data and/or information and/or content, unless the Customer activates a specific ancillary service.
4.3 Aruba assumes no liability whatsoever for the information, data, or content entered, transmitted, or otherwise processed by the Customer through the Service, nor for the Customer's use of the Service in general, and reserves the right to take any measures necessary to protect its rights and interests, including disclosing to the relevant parties data necessary to identify the Customer.
4.4 Aruba assumes obligations of means and not of result. Aruba cannot be held liable for any damages, whether direct or indirect, suffered by the Customer as a result of errors in the data provided by the Customer to Aruba, or for the failure to grant the Customer use of the third-level domain, regardless of the cause. Aruba does not guarantee that the Services ordered by the Customer are perfectly suited to specific purposes or to the Customer's needs.

4.5 The Customer acknowledges and agrees, now and in the future, that trial versions of the Services (hereinafter "trials") are provided with certain limitations and/or specifications (including, but not limited to: limitations on the configuration of the selected Services and/or their duration, the possibility of early termination and/or deactivation of the Services, usage limitations, limitations on the possibility of renewal, and pricing terms) as described from time to time in the Technical Specifications published at this link https://guide.hosting.aruba.it/home.aspx , to which express reference is made; the Customer therefore releases Aruba from any liability for any damages, whether direct or indirect, of any nature or kind, suffered or to be suffered as a result of or due to the aforementioned limitations and/or specifications.
4.6 With specific reference to the trial version of the Service, it allows the Customer to obtain, for a trial period of 30 (thirty) days, a temporary replica of the content on their website within a domain temporarily made available by Aruba through a dedicated tool.
With regard to the use of the trial version of the Service, the Customer acknowledges and agrees that:

- the Service is intended solely for the purpose of replicating content and does not in any way involve the migration, transfer, or modification of the Customer's original website, nor of the related domains or DNS;

- Aruba does not guarantee a perfectly identical replica of the content present on the original website;

- during the trial period, the Customer may decide whether to keep the temporary domain provided by Aruba visible only to the Customer, in private mode, or to make it publicly accessible on the Internet; provided, however, that Aruba shall not be held liable in any way for the indexing of the temporary domain by search engines, nor for the dissemination, sharing, or viewing of the related content by third parties, should the Customer choose to make the temporary domain public;

- The Service is offered as a trial version, with a maximum duration of 30 (thirty) days from the activation date. Upon expiration of this period, the temporary domain provided by Aruba and the related content uploaded or replicated by the Customer will be automatically deleted and cannot be recovered, as Aruba does not perform any specific backups of the data and/or information and/or content uploaded through this service.

The Customer warrants that they have full rights to use, reproduce, and publish the content uploaded or replicated on the temporary domain through the trial version of the Service and agrees not to upload, through this Service, any content that is unlawful, infringes on the rights of third parties, or is contrary to the law.
It is understood that the Customer is fully responsible for the content replicated and the activities carried out through the Service, and undertakes to indemnify and hold Aruba harmless from any and all claims, actions, and/or requests for indemnification or damages that may be brought against Aruba by any party as a result of the use of the Service.

5. Customer's Obligations and Rights

5.1 The Customer has the right to use the Service in accordance with the relevant Technical Specifications, in the manner and with the features selected from among those made available by Aruba.

5.2 The Customer represents that they possess all the technical knowledge necessary to ensure the proper and diligent administration and management of the Supersite Service.
5.3 The Customer acknowledges that the Internet is not controlled by Aruba and that, due to the unique structure of the network itself, it is not possible to guarantee its performance and functionality or to control the content of the information transmitted through it. For this reason, Aruba shall not be held liable for the transmission or receipt of illegal information of any nature or kind.
5.4 The Customer acknowledges and agrees that any operation performed through the Service is presumed to have been performed by the Customer themselves, and that if third parties gain knowledge of the Service's login credentials or any additional codes assigned by Aruba to the Customer, such third parties may be able to misuse the Service as well as access the information, content, or data processed through it. The Customer, therefore, undertakes to store and use such credentials/codes with the utmost confidentiality and diligence, to change them periodically at intervals of no more than 3 (three) months, and to promptly notify Aruba of any unauthorized use thereof or any other security breach discovered.
5.5 The Customer may create additional user accounts to which, under their own and exclusive responsibility, they may grant access to the Service's content and the management of the Service in accordance with the terms and conditions defined in the Technical Specifications available at the following link**:** https://guide.hosting.aruba.it/home.aspx**.**
The Customer releases Aruba from any liability regarding the creation and use of additional user accounts associated with the Service. In this regard, the Customer assumes civil, criminal, and administrative liability for operations related to the creation and use of additional user accounts and agrees to indemnify Aruba against any third-party claims and any harmful consequences.
5.6 The Customer agrees to use the Service exclusively for lawful purposes and in accordance with the applicable legal provisions in effect from time to time, customary practices, and standards of due diligence, and in any case, without infringing upon any rights of third parties, assuming full responsibility in this regard. The Customer further declares that it is the sole and exclusive administrator of the Service and, as such, declares that it is solely responsible (i) at its own risk, for the management of data and/or information and/or content processed by the Customer through the Service, for their security and storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, and hereby undertakes, for this purpose, to implement, at its own expense, suitable and adequate security measures; (ii) for the content of the information, sounds, texts, images, design elements, and data accessible and/or made available through the Service and, in any case, transmitted, disseminated, or posted online by the Customer for any reason; (iii) any malfunctions of the Service resulting from any use that does not comply with the Aruba Services Usage Policy; (iv) the loss or disclosure of the Service access codes or any additional codes assigned to the Customer by Aruba; (v) the management of access to the Customer's Editor (any connection, modification to the Service, or order placed via the Customer's Editor is presumed to have been made by the Customer).
5.7 The Customer hereby grants, pursuant to Article 1407 of the Italian Civil Code, its consent for Aruba to assign the Contract to third parties and/or to transfer to third parties, in whole or in part, its rights and/or obligations arising from the Contract.

6. Confidentiality and Property Rights

6.1 The Customer hereby undertakes not to disclose or otherwise make available to third parties any confidential information known or handled in connection with the performance and/or application of the Contract without Aruba's specific written consent.
6.2 The Customer is required to use the Service in compliance with Aruba's intellectual and/or industrial property rights as set forth in the Contract. Software, like any other copyright or intellectual property right, is the exclusive property of Aruba and/or its predecessors in title; therefore, the Customer acquires no rights or title thereto and is permitted to use such software only during the term of the Contract.
6.3 In the case of licenses provided by third-party suppliers through Aruba, the Customer acknowledges having reviewed their terms and conditions and agrees to use the software in accordance with the terms specified on the respective websites exclusively for personal use. The Customer agrees to accept and comply with the terms of the aforementioned licenses and declares that they are aware that the licenses are entered into between the Customer and the copyright holder of such software, excluding any liability on the part of the Suppliers.

Art. 7. Optional Pay-Per-Use Services

Purpose and Nature of the Services

7.1 The Customer acknowledges and agrees that the Supersite Service is based on a website creation software platform (site builder) provided by one of Aruba's technology partners. This platform allows for the integration and use of additional features, applications, or services (hereinafter, "Optional Pay-Per-Use Services") provided by third-party suppliers (hereinafter, "Third-Party Suppliers"). Aruba merely makes the technological integrations available for the use of the Optional Services. Consequently, Aruba remains a third party to the contractual relationship that, as a result of the activation and use of such services, is established directly between the Customer and the Third-Party Providers.

Acceptance of Third-Party Providers' Terms and Conditions

7.2 The activation and use of each Pay-Per-Use Optional Service are subject to the Customer's prior review and full acceptance of the contractual terms and conditions, usage policies, and privacy notices (hereinafter, "Third-Party Terms") established by the respective Third-Party Providers. By activating or using a Pay-Per-Use Optional Service, the Customer declares that they have read, understood, and accepted the relevant Third-Party Terms. Acceptance of these terms is an essential requirement for the conclusion of the contract relating to the Optional Service.

Methods, Terms of Payment, and Service Provision

7.3 Aruba offers the Customer the option to purchase Pay-as-You-Go Optional Service Packages, which are add-ons to the Supersite Service, by paying a Prepaid Fee. These Packages allow the Customer to use the Pay-as-You-Go Optional Services, the provision of which involves the use of Usage Units. The Prepaid Fee and the related Usage Units are strictly and inseparably linked to the Supersite Service with which they are associated. They do not constitute electronic money, virtual currency, or any other form of credit redeemable for purposes other than those provided for in this article. Usage Units are not transferable to other Customers, accounts, or Aruba services, nor are they convertible into cash or refundable, except as provided for in Article 7.8 below regarding the right of withdrawal.

7.4 The Customer may purchase Pay-as-You-Go Optional Service Packages exclusively through the Consumption Management Panel, in accordance with the procedures and pricing tiers specified therein. The purchase agreement for each individual package is finalized, pursuant to Article 4.1 of Section I—General Terms and Conditions, upon payment of the Prepaid Fee. Following payment, the corresponding Consumption Units will be credited and made immediately available for use.

7.5 The use of each Optional Pay-as-You-Go Service results in the deduction of a number of Usage Units according to the conversion table (the so-called “usage price list”) made available and constantly updated by Aruba within the Usage Management Panel. The Customer acknowledges and agrees that this conversion table is the sole valid reference for determining usage. Aruba reserves the right to modify the consumption price list, notifying the Customer 30 (thirty) days in advance via publication in the Consumption Management Panel or another appropriate means. The Customer is required to monitor the remaining balance and consumption history through the Consumption Management Panel. The Customer acknowledges and agrees that the balance may not be updated immediately.
The Customer is also aware that the activation of certain features (for example, via third-party APIs) may result in the automatic and continuous consumption of Consumption Units, even in the absence of direct and simultaneous action on the Customer’s part. It is the Customer’s responsibility to enable and disable these features diligently, provided that Aruba will not send the Customer advance notifications when Consumption Units are about to be exhausted.

7.6 The validity and usability of Consumption Units are contingent upon the term of the Contract for the primary Supersite Service to which they are associated. In the event of expiration, failure to renew, withdrawal, termination, or any other cause of termination of the Supersite Service Contract, any remaining Consumption Units will be permanently forfeited and will not be refunded or transferred in any way. The Customer is therefore expressly required to use all Consumption Units before the Supersite Service is terminated. Notices regarding the expiration of the Supersite Service shall also serve as notice of the simultaneous and permanent loss of any remaining Consumption Units. It is understood that any Consumption Units granted to the Customer free of charge or as part of a promotion are under no circumstances refundable, convertible, or subject to compensation by Aruba.

7.7 The Customer is informed, acknowledges, and expressly accepts that individual Consumption Units have a non-extendable validity period of 13 (thirteen) months**,** beginning on the date they are actually credited following successful payment for the relevant Package. Once the aforementioned 13-month validity period has expired without being used, any remaining Consumption Units not used by the Customer will be permanently and automatically forfeited and reset to zero, without the need for any notice from Aruba. The Customer acknowledges and agrees that the loss of remaining Consumption Units shall not entitle the Customer to any form of refund, even partial, nor to indemnification, compensation, or damages. Expired Consumption Units cannot be reactivated, transferred to other accounts, or used to purchase or renew other Aruba services.

7.8 Pursuant to Articles 52 et seq. of Legislative Decree 206/2005 (the so-called Consumer Code), a Customer acting as a “consumer” has the right to withdraw from the contract for the purchase of a single Pay-as-You-Go Optional Services Package within 14 (fourteen) days from the date of purchase, without penalty and without providing a reason. Specifically, the Customer must expressly state their intention to withdraw by using the form available at the link https://hosting.aruba.it/termini-condizioni.aspx, or by any other explicit statement of their intention to withdraw from the contract, and must send the notice of withdrawal via certified mail with return receipt to the addresses indicated in Article 19 of Section I – General Terms and Conditions, or via certified email (PEC) to the addressrecessi@aruba.pec.it , or by submitting a support request on the website https://assistenza.aruba.it.

By signing these terms and conditions, the Customer acknowledges and agrees that:

a) may request and use the services included in the Package before the expiration of the aforementioned 14-day withdrawal period; in such cases, the Customer will be required to pay Aruba an amount proportional to the value of the services provided (calculated based on the number of Consumption Units used) up to the time the withdrawal was notified, pursuant to Article 57, paragraph 3, of the Consumer Code. In such cases, Aruba will therefore refund to the Customer only the remaining portion of the Prepaid Fee, net of the amount due for services already received.

b) If the Customer has requested immediate performance of the services included in the Package and these have been fully performed in the Customer’s favor before the expiration of the aforementioned 14-day withdrawal period, the Customer will lose the right of withdrawal pursuant to Article 59, paragraph 1, subparagraph (a) of the Consumer Code and, consequently, will not be entitled to any refund, whether total or partial, of the amounts paid.

It is therefore understood that Aruba will issue a refund only where due, subject to the cases of exclusion or limitation of the refund provided for above, within 14 (fourteen) days of receiving the notice of withdrawal, using the same payment method used by the Customer for the initial transaction, unless otherwise agreed, net of the amounts due pursuant to point a) above.
Once the 14-day period has elapsed from the date of purchase of the service, the Prepaid Fee will no longer be refundable, except as mandatory provided for by applicable law.

7.9 Without prejudice to the provisions of Article 7.8 above, in any other case of termination, for any reason whatsoever, of the contract or of an individual Pay-As-You-Go Optional Services Package, the Customer—whether or not classified as a "consumer" pursuant to Article 3 of Legislative Decree 206/2005 (Consumer Code), shall not be entitled to any refund, whether total or partial, of any Prepaid Fee that may have been paid.
It is also understood that any contractual provisions contained in the General Terms and Conditions that conflict with the provisions of this Article 7, titled "Pay-as-You-Go Optional Services," shall be deemed inapplicable, except as required by applicable law.

Changes and Interruptions to Services

7.10. The Customer acknowledges and agrees that Third-Party Providers may modify, suspend, or discontinue their Optional Services at any time, at their sole discretion and in accordance with their contractual terms, without this requiring prior notice or giving rise to any liability on the part of Aruba. Such events shall not constitute a breach by Aruba and shall not entitle the Customer to any refunds, indemnities, or compensation of any kind from Aruba.

Disclaimer of Warranty and Limitation of Liability

7.11 The Optional Services are provided by Third-Party Providers "as is" and "as available." Aruba makes no warranties, express or implied, regarding their functionality, continuity, security, accuracy, fitness for a particular purpose, or compliance with applicable regulations.
Aruba's liability for any direct or indirect damages arising from the use of the Pay-Per-Use Optional Services is excluded.

Indemnification

7.12. The Customer agrees to indemnify and hold Aruba harmless from any claim, demand for compensation, penalty, cost, or expense (including legal fees) that may arise from or be related to: (i) the Customer's breach of the Third-Party Terms; (ii) the use of the Optional Services in a manner that violates the law or the rights of third parties; (iii) any violation of personal data protection laws attributable to the Customer.

8. Appointment as Data Processor

Upon execution of this Agreement, Aruba is appointed by the Customer as Data Processor and/or Sub-Processor for the processing of personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

SECTION X – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "LegalBlink" SERVICE

This section contains the specific terms and conditions governing the provision of the LegalBlink Service, if purchased by the Customer through the website https://hosting.aruba.it, with the technical and financial characteristics set forth in the Service's Technical Specifications.

It is understood that, for the purposes of this Section X, any reference to the Service shall be understood to refer to the LegalBlink Service

1. Definitions:

24/7/365: an acronym used in the Agreement to indicate the continuity of the Services 24 hours a day, seven days a week, 365 days a year.
Customer: the natural or legal person identified in the Order Form.
Activation Confirmation: the notification confirming that the ordered Service has been activated
Terms: these Terms and Conditions for the provision of the LegalBlink Service
Agreement: the set of documents specified in Article 2;
Login Credentials: the username and password assigned by Aruba to the Customer.
Law-Tech Contractual Documents: The document "General Terms and Conditions of Sale and Terms of Use" published at https://legalblink.it/page/page-conditions and the documents mentioned therein, published at https://legalblink.it/ or otherwise made available on another Law-Tech website, which govern the relationship between Law-Tech and the Customer regarding the use of the Services.

Confidential Information: (i) information relating to the Provider and deemed or classified by the Provider as confidential and/or proprietary, of which the Customer has become aware for any reason related to the performance of the contract, and/or (ii) information relating to the Provider that, by its nature, content, or the circumstances under which it is disclosed, would normally be considered as such. In this regard, by way of example and without limitation, Aruba's confidential information includes all performance metrics, features, configurations, and technical information regarding the Service, as well as quotes, audit or security reports, and product development plans.
Law-Tech: the company Law-Tech s.r.l., with registered office at Corso Lodi, 47 (20139) Milan, registered with the Milan Chamber of Commerce under REA number MI-2512820 and VAT number 10197780967, which manages and provides the LegalBlink Service.
Suppliers: Aruba S.p.A. and Law-Tech S.r.l., which, for the purposes of the Contract, may also act independently of one another.
Price List: the document published at https://www.aruba.it/listino-terzi-livelli.aspx, which sets forth all the pricing terms of the Service, or, alternatively, if applicable, the document containing such terms sent by Aruba to the Customer in the event of a separate, specific, and different agreement between the Parties.
Order Form: an electronic form available at the link https://hosting.aruba.it/legalblink.aspx which, when fully completed online by the Customer and either submitted by the Customer or delivered to Aruba by other means after being signed by the Customer, constitutes a contractual proposal and formalizes the request to activate the Service.
Control Panel: the area for managing each of the Services, which the Customer accesses using their login credentials at the following link: https://admin.aruba.it/PannelloAdmin/Login.aspx.
LegalBlink Platform: the online application for using and managing the Service, which the Customer accesses using their login credentials via the Control Panel through their Aruba account at the following link: https://admin.aruba.it/PannelloAdmin/Login.aspx.
Parties: Aruba and the Customer.
Service(s): LegalBlink service(s) provided by Law-Tech and delivered by Aruba to the Customer exclusively in the versions selectable in the Order Form and with the features indicated in the Technical Specifications.
Technical Specifications: the information published on the page https://hosting.aruba.it/legalblink.aspx (and on pages accessible from it, such as, among others, http://guide.hosting.aruba.it/) containing the technical characteristics of the Services.

2 Structure of the Contract

2.1 The Contract consists not only of the documents listed in Article 2 of SECTION I of the General Terms and Conditions, but also of the Law-Tech Contract Documents.
2.2 Upon execution of the Contract, the Customer hereby confirms that they have read and accept the Law-Tech Contractual Documents, undertaking to comply with the contractual obligations contained therein and imposed on them by Law-Tech, which constitute, for all intents and purposes, an integral part of this Contract. It is understood, in any case, that the Service will be provided by Aruba exclusively in the versions selectable in the Order Form and with the features indicated in the Technical Specifications.

2bis Activation and Provision of the Service

2bis.1 The LegalBlink service is included in the Services as specified in the Technical Specifications and may be activated by the Customer as described at https://guide.hosting.aruba.it/.
The Customer acknowledges and agrees that the LegalBlink Service consists of various solutions (hereinafter also referred to as "Packages"), which may be purchased separately, including, but not limited to, the "LegalBlink GDPR" solution and the "LegalBlink Accessibility" solution.
The specific functionalities, technical characteristics, limitations, and terms of use for each Package are described in detail in the Technical Specifications and in Aruba's Commercial Offer. The Customer declares that they have carefully reviewed this documentation and accept it in its entirety upon the conclusion of the Contract, acknowledging that it defines the exact scope of the service provided.
2bis.2 The Contract is concluded on the date the Order Form, completed and accepted by the Customer, is submitted, together with payment of the fee for the Service.
Activation of the Service will be followed by the sending of an Activation Confirmation. The Customer may access the LegalBlink Platform via the Control Panel.
2bis.3 The Customer is responsible for the accuracy of the information provided and acknowledges the Providers' right to obtain any additional information necessary for the activation of the Services, in compliance with applicable law.
2bis.4 The Services are activated within the timeframe required by the availability of resources. Aruba will make every effort to ensure that activation occurs within a reasonable timeframe from the date the Contract is finalized. The Service is activated pursuant to an independent and separate contract between Aruba and Law-Tech; therefore, the Customer agrees that any delays attributable to Law-Tech or to the Customer's inaction cannot be attributed to Aruba.
2bis.5 It is expressly understood that Aruba is not subject to any general obligation of supervision; therefore, it does not monitor or supervise the conduct or actions carried out by the Customer through the Service, nor does it monitor or supervise the information and/or data and/or content processed in any manner by the Customer or its agents and/or collaborators using the Service itself; Aruba is and remains uninvolved in the activities that the Customer carries out independently by accessing the Service remotely via the Internet. In any case, once the Customer has accessed the Service, the Customer is the sole data controller, pursuant to Legislative Decree 196/03 and European Regulation No. 679/2016, with respect to the processing of any data entered and/or processed during the ordering of the Service or otherwise through the Service itself.

2bis.6 Aruba assumes no liability whatsoever for any information, data, or content entered, transmitted, or otherwise processed by the Customer through the Service, nor for the Customer's use of the Service in general, and reserves the right to take any measures necessary to protect its rights and interests, including disclosing to the relevant parties any data necessary to identify the Customer.

2ter. Limitations on Use of the Service

2ter.1 The Customer acknowledges and agrees that the provision of the Service is based on continuously evolving technology and is therefore subject to the limitations on use set forth at the link https://guide.hosting.aruba.it/legalblink/risorse/policy-di-utilizzo.aspx. Aruba reserves the right to update these limitations, in accordance with the provisions of Article 15.2 of the General Terms and Conditions. In the event of non-compliance with the aforementioned limitations, Aruba reserves the right to apply the provisions set forth at the link https://guide.hosting.aruba.it/legalblink/risorse/policy-di-utilizzo.aspx, as well as to suspend the Service in accordance with Article 12 of the General Terms and Conditions

3. Term and Renewal

3.1 The LegalBlink Service has a term equal to that indicated in the Order Form and is renewed at the frequency specified therein.
The LegalBlink Service is purchased by the Customer exclusively as an Optional Service; therefore, its term shall be equal to the term of the contract for the provision of the primary Aruba.it Hosting service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or fails to renew it upon expiration, the Optional Service will be deactivated, and any liability on the part of Aruba is hereby expressly excluded.
3.2 Subject to the provisions of the other documents constituting the Agreement, the Customer acknowledges and agrees that upon the expiration date of the Service and, in any event, upon the termination of the Agreement for any reason whatsoever, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and agrees that it is the Customer's sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Service(s), as Aruba does not perform any specific backups of the data and/or information and/or content uploaded to the LegalBlink Platform and, in any case, offers no guarantee regarding the protection and preservation of such data and/or information and/or content, as provided for in the General Terms and Conditions.
In any case, the Customer hereby releases Aruba, now and in the future, from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s).
3.3 The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the relevant Service, if necessary by entering into a new Contract.
3.4 The Customer acknowledges that the Services are provided by Aruba pursuant to a specific contract entered into by Aruba with Law-Tech; therefore, should Law-Tech, for any reason whatsoever, notify Aruba of its intention to terminate, suspend, or cancel said contract, the Contract between Aruba and the Customer shall also be deemed terminated, suspended, and in any case canceled. Should this occur, the Services will remain active and usable for the period communicated by Aruba; in any case, the Customer hereby declares—waiving and setting aside any contrary exception—that it will hold Aruba harmless from any and all liability, waiving the right to seek or claim from Aruba any indemnification or compensation for direct or indirect damages of any nature or kind.

4. Aruba's Obligations and Limitations of Liability

4.1 Through the LegalBlink Platform, the Services are available 24/7/365 in accordance with the terms of the Agreement.
4.2 Aruba's obligations and liabilities toward the Customer are those defined in the Agreement; therefore, in any case of breach or non-performance attributable to Aruba, Aruba shall not be liable for an amount exceeding that paid by the Customer for the individual Service—whether ordered or renewed—affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, now and in the future.
4.3 Aruba does not perform any specific backups of the data and/or information and/or content processed by the Customer through the Services. In any case, Aruba offers no guarantee regarding the use of the Services with respect to the protection and preservation of the aforementioned data and/or information and/or content.
4.4 Aruba shall in no event be held liable for the use the Customer has made or may make of the Services.
4.5 Aruba is not liable for the truthfulness or accuracy of the data and information processed through the Service. Aruba does not provide any legal, technical, or other professional advice and is not liable for the correctness, truthfulness, accuracy, completeness, timeliness, or legal suitability of the documents generated or the guidance provided through the LegalBlink Service, including the "LegalBlink GDPR" and "LegalBlink Accessibility" solutions. The Customer therefore remains the sole party responsible for complying with the regulatory obligations imposed on it by applicable law and further declares that it is aware that the Service is merely a tool to assist in achieving the purposes for which the Customer intends to acquire the data, information, and/or content uploaded via the LegalBlink Platform, without any guarantee from Aruba that the results obtained through the Service will conform to the Customer's intended use.
4.6 Aruba assumes obligations of means and not of result and does not guarantee that the Services ordered by the Customer are perfectly suited to particular purposes or, in any case, to the Customer's needs. In any case, the Customer agrees that the use of the Services is at their own risk and that such services are provided "as is and as available" and "with all faults," and therefore Aruba, and its affiliates and/or subsidiaries and/or employees and/or contractors, make no warranties of any kind, whether express or implied, in this

regard. The warranty disclaimer set forth in this paragraph shall be applied and enforced by Aruba to the fullest extent permitted by law and shall remain valid even after the termination of the Contract for any reason whatsoever and/or after the Customer's use of the Services. Aruba and its affiliates and/or subsidiaries shall in no event be liable to the Customer or any third party for any direct or indirect damages suffered as a result of and/or in connection with the use of the Services.

4.7 The Customer acknowledges and agrees that Law-Tech may remove or modify certain features of the Services, in accordance with the Law-Tech Contractual Documents; the Customer acknowledges and agrees that Aruba shall under no circumstances be held liable for any damages, whether direct or indirect, of any nature or kind, suffered or to be suffered as a result of or due to such modifications or removals. In particular, the Customer agrees, in accordance with the provisions of the Law-Tech Contractual Documents, that Law-Tech itself—hereby and for the future, with any exceptions waived and/or removed—is the sole and exclusive owner of all rights relating to the Services, without exception, and is therefore, as such, entitled to enforce them at any time notwithstanding the termination of the Contract with Aruba.

5. Customer's Obligations and Rights

5.1 The Customer has the right to use the Service in accordance with the relevant Technical Specifications, in the manner and with the features selected from among those made available by Aruba.

5.2 The Customer represents that they possess all the technical knowledge necessary to ensure the proper and diligent administration and management of the Service.

5.3 The Customer acknowledges that the Internet is not controlled by Aruba and that, due to the unique structure of the network itself, it is not possible to guarantee its performance and functionality or to control the content of the information transmitted through it. For this reason, Aruba shall not be held liable for the transmission or receipt of illegal information of any nature or kind.

5.4 The Customer acknowledges and agrees that any operation performed through the Service is presumed to have been performed by the Customer themselves, and that if third parties become aware of the Service's login credentials or any additional codes assigned by Aruba to the Customer, such third parties may be able to misuse the Service and gain unauthorized access to the information, content, or data processed through it. The Customer, therefore, undertakes to store and use such credentials/codes with the utmost confidentiality and diligence, to change them periodically at intervals of no more than 3 (three) months, and to promptly notify Aruba of any unauthorized use thereof or any other security breach discovered.

5.5 The Customer agrees to use the Service exclusively for lawful purposes and in accordance with the applicable legal provisions, customary practices, and standards of due diligence, and in any case, without infringing upon any third-party rights, assuming full responsibility in this regard. The Customer further declares that they are the sole and exclusive administrator of the Service and, as such, declares that they are solely responsible (i) at their own risk, for the management of data and/or information and/or content processed by the Customer through the Service, for their security and storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, and hereby undertakes, for this purpose, to implement, at the Customer's own expense, suitable and adequate security measures; (ii) for the content of the information, sounds, texts, images, design elements, and data accessible and/or made available through the Service and, in any case, transmitted, disseminated, or posted online by the Customer for any reason; (iii) for any malfunctions of the Service resulting from any use that does not comply with the Aruba Services Usage Policy and/or the Law-Tech Contractual Documents; (iv) the loss or disclosure of the Service access codes or any additional codes assigned to the Customer by Aruba; (v) the management of access to the LegalBlink Platform (any connection, modification to the Service, or order placed via the LegalBlink Platform is presumed to have been made by the Customer).

5.6 The Customer acknowledges and agrees that Law-Tech, as the sole and exclusive owner of the rights to the Services, as governed by the Law-Tech Contractual Documents, may, at any time, revoke the Customer's status as a user of the Services or disable and/or cancel the rights to use the Services as activated upon the conclusion and/or performance of the Contract. In such an event, the Customer hereby declares, in advance and for the future—waiving and setting aside any contrary exception—to hold Aruba harmless from any and all liability, waiving the right to seek or claim from Aruba any indemnification or compensation for direct or indirect damages of any nature or kind.

5.7 Notwithstanding the foregoing, the Customer acknowledges and agrees that:

a) Law-Tech may modify the Services or implement new versions thereof at any time and for any reason;
b) Aruba makes no warranties regarding the Services other than or in addition to those provided for in the Agreement.

5.8 The Customer also agrees that Law-Tech may perform technical or maintenance work on the Services even without prior notice, and therefore expressly releases Aruba from any liability for any damages, direct or indirect, of any nature or kind, suffered or to be suffered as a result of or due to the work referred to in this paragraph.

5.9 The Customer hereby grants, pursuant to Article 1407 of the Italian Civil Code, its consent for Aruba to assign the Contract to third parties and/or to transfer to third parties, in whole or in part, its rights and/or obligations arising from the Contract.

6. Copyright and Licenses

6.1 The Customer is required to use the Services in compliance with the intellectual and/or industrial property rights of Aruba and Law-Tech, as specified in the Aruba Service Usage Policy and in the other documents indicated in Article 2 of these Special Terms and Conditions. The software, like any other copyright or intellectual property right, is the exclusive property of Aruba and/or Law-Tech and their predecessors in title; therefore, the Customer acquires no rights or title thereto and is permitted to use it only during the term of the Agreement.
6.2 In the case of licenses provided by third-party suppliers through Aruba, the Customer acknowledges having reviewed the terms and agrees to use the software in accordance with the instructions provided on the respective websites exclusively for personal use. The Customer agrees to accept and comply with the terms of the aforementioned licenses. The Customer declares that they are aware that the licenses are entered into between the Customer and the copyright holder of the software, excluding any liability on the part of Aruba.

6.3 The Customer is not permitted to use, in any way or by any means, the corporate name, technology names, or trademarks—such as logos, distinctive symbols, designs, and stylized word marks—of Aruba or Law-Tech without the prior written consent of Aruba or Law-Tech. The Customer represents and warrants that it holds the necessary rights to all data, software programs, or services used in connection with accessing or using the Services, and that the activities performed do not infringe upon the intellectual property or other proprietary rights of third parties. The user agrees to access and use the Services (a) without infringing the rights of third parties, and (b) exclusively in compliance with all applicable laws and regulations.

7. Appointment as Data Processor

Upon execution of this Agreement, Aruba is appointed by the Customer as Data Processor and/or Sub-Processor for the processing of personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

SECTION XI – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "TECHNICAL CONSULTING" SERVICE

This Section contains the specific terms and conditions governing the provision of the Technical Consulting Service, which the Customer may purchase in accordance with the technical and financial characteristics and limitations set forth in the Technical Specifications for said Service.
It is understood that, for the purposes of this Section XI, any reference to the Service shall be deemed to refer to the Technical Consulting Service.

1. Definitions

For the purposes of this Section, the terms listed below shall have the meanings assigned to them:

Service Call: the set of technical activities performed by Aruba in response to a specific request from the Customer, within the limits of the purchased Service Level and in accordance with the Technical Specifications.
Service: the paid service called "Technical Consulting," consisting of additional specialized technical support activities beyond the standard free support, provided within the limits, in the manner, and according to the technical scope published from time to time by Aruba in the Service's technical and commercial documentation and in the Technical Specifications.
Service Levels: the various levels of Service access, designated as Silver, Gold, and Platinum, each characterized by a specific functional scope, potential priority in handling requests, and delivery methods.
Technical Specifications: the information published on the page https://hosting.aruba.it/consulenza-tecnica containing the technical characteristics of the Service.
Ticket: the support request opened by the Customer through the channels specified by Aruba for using the Service.
Remote Session: the screen-sharing session initiated by the Customer as part of a support request, which allows Aruba to view the shared device and provide guidance, without taking control of it or performing any actions directly on it.
Main Service: the Aruba service, associated with a specific domain name, to which the Technical Consultation is linked or refers.

2. Purpose and Nature of the Service

2.1 The Technical Consulting Service is included among the Services as specified in the Technical Specifications and may be activated by the Customer as described at https://hosting.aruba.it/consulenza-tecnica.
2.2 The Technical Consulting Service is an optional service associated with a specific Main Service and its corresponding domain name. Support requests may be submitted exclusively with reference to that domain name and the resources of the main Service associated with it, within the limits of the purchased Service Level; the Service may not be used for other domain names, even if registered to the same Customer. Service Levels have different characteristics, included activities, limitations, and pricing terms, as indicated in the Order Form and the relevant Technical Specifications.

2.3 Notwithstanding the exclusively technical and operational nature of the activities included in the Service, Aruba does not provide any legal, technical, or other professional advice and is not responsible for the correctness, adequacy, or regulatory compliance of the choices, configurations, content, and solutions adopted by the Customer. The performance of the requested activities does not imply, nor may it be interpreted as, Aruba assuming any design or implementation responsibilities, or any obligations to verify, validate, or certify the compliance of the Service, the Customer's systems, and activities with applicable regulations, technical standards, or the Customer's specific requirements.
2.4 The Technical Consulting Service does not replace standard support, which remains available under the terms set forth in Article 11 of Section I of these General Terms and Conditions.

3. Procedures for Requesting and Performing Services

3.1 The Customer may request only those activities included in the purchased Service Level, through the channels indicated by Aruba and subject to authentication in accordance with the procedures provided for the channel used. Each request must contain complete and sufficient information to identify the activity to be performed.
3.2 If the activity requested by the Customer through the Service is not included in the purchased Service Level, Aruba may offer the Customer an upgrade to the Service or provide a specific quote. Aruba may also reclassify the Customer's request into the correct category without this automatically entailing an expansion of the purchased services**.**
3.3 Support services are performed on the systems and resources managed by Aruba as part of the primary Service associated with the domain name. The Service does not include direct intervention on the Customer's devices.
For the purposes of providing the Service, the Customer acknowledges and agrees that Aruba may request:

- technical, operational, and documentary information regarding the Customer's systems, infrastructure, applications, configurations, and devices affected by the support;
- the establishment of a Remote Session on the Customer's devices where technically necessary or useful for performing the requested intervention.

3.4 The performance of the requested intervention requires the Customer's prior authentication in accordance with the procedures provided by Aruba for the channel used.
3.5 Aruba may also provide the services included in the Service via a Remote Session, at the Customer's request, in accordance with these Terms and Conditions and the relevant Technical Specifications.
Depending on the nature of the requested service, the Remote Session may allow the operator only to view the screen of the Customer's device. The Customer may terminate the Remote Session at any time, thereby ending the operator's access.
The operator's access is limited to the single Remote Session and ceases upon its conclusion. Aruba does not make audio or video recordings of the Remote Session; however, data regarding the duration of the session may be recorded and retained within the limits and for the periods provided for by applicable law, these Terms and Conditions, and Aruba's security policies.
3.6 Before the Remote Session begins, the Customer is required, under its own responsibility, to:
a) create a complete and up-to-date backup of the data, files, software, and configurations that may be affected by the intervention, unless the nature of the requested activity renders such a backup unnecessary and Aruba expressly indicates otherwise;
b) close or make inaccessible any windows, applications, files, programs, and content not relevant to the requested intervention;
c) take the necessary measures to prevent personal data, confidential information, or third-party content not necessary for performing the service from becoming visible or accessible;
d) ensure that they have the necessary rights, powers, and authorizations to grant Aruba access to the affected device, systems, and content.
The Customer remains responsible for any data and content made visible or accessible during the Remote Session to an extent exceeding what is necessary for the performance of the requested service.
Without prejudice to the provisions of mandatory law, Aruba shall not be liable for any data loss, alterations, damage, or malfunctions resulting from failure to comply with the obligations set forth in this article, from the Customer's improper use of the Service, or from inaccurate or incomplete information and instructions provided by the Customer.
Aruba is also not liable for delays, interruptions, malfunctions, or the inability to perform the Remote Session resulting from causes not attributable to it, such as, by way of example, problems with the Customer's connection, incompatibilities or anomalies in the relevant devices, systems, hardware, or software configurations, third-party interventions, or the unavailability of services and applications not managed by Aruba.
3.7 Aruba may refuse or interrupt the Support Service when it is not technically feasible, poses risks to the security or integrity of systems or data, requires activities not included in the Service, or cannot be performed due to causes attributable to the Customer or third parties.

4. Limitations on Use

4**.1** The Customer acknowledges and agrees that use of the Service is subject to the usage limitations available at the link https://guide.aruba.it/risorse/richieste-di-assistenza/limitazioni-uso-consulenza-tecnica, which constitute an integral part of the Agreement. Aruba reserves the right to update these limitations, in accordance with Article 15.2 of the General Terms and Conditions. In the event of failure to comply with the aforementioned limitations, Aruba reserves the right to suspend the Service as defined in Article 12 of the General Terms and Conditions.

4.2 The Customer agrees to make fair, proper, and reasonable use of the Service, in accordance with the characteristics, included activities, and limitations specified for the purchased Service Level. If support requests—in terms of number, frequency, repetition, type , or complexity—are manifestly disproportionate to the scope of the purchased Service and such as to compromise its regular provision,

Aruba reserves the right, upon providing the Customer with a reasoned notice, to temporarily limit the number of requests that may be submitted and to stagger or defer the handling of those already received. These measures are adopted in proportion to the extent of the observed usage and for the time necessary to restore proper and reasonable conditions of use, in accordance with the contractually agreed-upon performance levels.
Aruba evaluates the feasibility of each Intervention on a case-by-case basis, taking into account the nature of the requested activity, the technical conditions of the systems and resources involved, as well as the purchased Service Level. If the Intervention cannot be performed, Aruba will notify the Customer of the reasons, without prejudice to the provisions of Articles 3.2, 3.7, and 8.6 of this Section.

5. Change in Service Level

5.1 During the term of the Contract, the Customer may request a change to the Service Level through an upgrade or downgrade, in accordance with the procedures provided by Aruba.
5.2 The request for a change will take effect within the timeframe specified by Aruba and may be subject to:

- a technical feasibility assessment;
- any adjustment to the fee;
- the application of the pricing terms in effect at that time for the new Service Level.

5.3 An upgrade is subject to payment of any difference in fees and takes effect upon activation, in accordance with the technical timelines specified by Aruba and subject to any technical feasibility assessment. The pricing terms in effect at that time apply to the new Service Level, as indicated in the commercial offer.
5.4 A downgrade requested during the term of the Service takes effect only upon the Service's next renewal and does not entitle the customer to any refunds or reductions in the fee due for the current period. Until such renewal, the previously purchased Service Level remains in effect.
The terms, procedures, and conditions applicable in the event of a change in the Service Level are described on the Aruba website at this link: https://hosting.aruba.it/consulenza-tecnica.

6. Term

6.1 The Technical Consulting Service is purchased by the Customer exclusively as an optional service and an add-on to the main Service with which it is associated for the entire duration; therefore, its duration shall be equal to the duration of the contract for the provision of the main Service, regardless of its activation date. In the event of termination of the Main Service for any reason, as well as cancellation or transfer of the domain name associated with it, the Technical Consulting Service shall cease and may no longer be used; the fees accrued up to the date of termination remain due, without prejudice to the Customer's mandatory rights.
6.2 Any Technical Consulting services not used by the end of the Service term are not transferable to another primary Service nor can they be carried over to the subsequent period, unless otherwise specified in the commercial terms.
6.3 Subject to the provisions of the other documents constituting the Agreement, the Customer acknowledges and agrees that upon the expiration date of the Service and, in any event, upon the termination of the Agreement for any reason, the Parties shall be automatically released from their respective obligations.

7. Customer's Rights and Obligations

7.1 The Customer has the right to use the Service in accordance with the selected service level and within the limits, in the manner, and for the activities specified in the Order Form and the Technical Specifications. Activities not included in the selected service level may be performed only upon purchase of a higher service level or acceptance of a specific quote provided by Aruba.
7.2 For the purposes of the proper provision of the Service, the Customer agrees to cooperate with Aruba and to promptly provide complete, accurate, and up-to-date information, instructions, documents, and evidence, as well as to perform any activities for which the Customer is responsible. Any delays, impediments, or adverse outcomes resulting from the Customer's failure to cooperate or from inaccurate cooperation shall not be attributable to Aruba.
7.3 The Customer acknowledges that the provision of the Service may depend on the Internet, connectivity, and third-party systems, devices, software, applications, or services not controlled by Aruba. Aruba therefore cannot guarantee their availability, continuity, compatibility, or proper functioning and, subject to mandatory legal limitations, shall not be liable for delays, interruptions, malfunctions, or the inability to perform the service resulting from causes not attributable to it.
7.4 Support requests submitted via prior access to the authenticated support portal or through additional authentication procedures made available by Aruba are presumed to originate from the Customer or a party authorized by the Customer. Aruba performs the requested activities based on the requests and instructions received.
The Customer agrees to safeguard its login credentials, temporary codes, and any other authentication tools with the utmost confidentiality and diligence, not to disclose them to unauthorized parties, and to promptly notify Aruba in the event of loss, disclosure, unauthorized use, or any other security breach.
Any credentials necessary for performing the service must be made available to Aruba exclusively through the secure means and in accordance with the secure procedures specified by Aruba.
7.5 The Customer agrees to use the Service exclusively for lawful purposes and in compliance with applicable laws, the rights of third parties, these Terms and Conditions, the Technical Specifications, and the relevant Usage Policy.

The Customer represents and warrants:
a) that they are the owner of the primary Service and the technical resources affected by the intervention, or that they have the necessary powers and authorizations to request its execution;
b) that they are authorized to grant Aruba access to the systems, devices, applications, data, and content affected by the intervention;
c) that the instructions provided and the activities requested are not unlawful and do not infringe upon the rights of third parties;
d) that it is responsible for the data, information, and content present in its systems or made accessible to Aruba, as well as for their accuracy, lawfulness, security, and retention;
e) to implement adequate security measures and, prior to the intervention, to make a complete and up-to-date backup copy of the data, files, software, and configurations that may be affected, when required by the nature of the activity or as indicated by Aruba;
f) not to request interventions regarding systems, resources, or content over which the Customer does not have legitimate control.
The Customer remains liable for any consequences arising from inaccurate, incomplete, or outdated information or instructions; the absence of necessary authorizations; failure to perform a backup; failure to comply with Aruba's instructions; or use of the Service that does not comply with the Agreement.
7.6 The Customer remains solely responsible:
a) for organizational, design, application, and operational decisions regarding their systems, devices, configurations, data, and content;
b) for the prior assessment of the suitability of the Service and the requested interventions with respect to the Customer's needs, purposes, and technical characteristics;
c) verifying the compatibility of the interventions requested through the Service with its systems and applications;
d) for compliance with the regulatory obligations applicable to its business, as well as to the data, content, and systems affected by the service;
e) obtaining and maintaining the licenses, rights, consents, and authorizations necessary for the performance of the service requested through the Service.
Aruba's provision of the Service does not entail the transfer of the aforementioned responsibilities to Aruba, nor does it constitute approval, validation, or certification of the Customer's choices or their compliance with applicable regulations.

8. Aruba's Obligations and Limitations of Liability

8.1 Aruba performs the activities included in the Service with the professional diligence required by the nature of the intervention, within the limits of the service level selected by the Customer, and in accordance with the provisions of the Contract and the related Technical Specifications.
8.2 The Customer acknowledges and agrees that Aruba assumes an obligation of means and not of result. Aruba therefore does not guarantee the resolution of the reported issue nor the achievement of specific economic, commercial, organizational, performance, or functional results beyond the diligent performance of the requested technical activity.
8.3 Unless otherwise expressly agreed in writing, the provision of the Service does not entail Aruba assuming responsibility for:
a) the design, administration, or overall and ongoing management of the Customer's systems, applications, or infrastructure;
b) organizational, design, application, or operational decisions that fall within the Customer's purview;
c) any obligations to verify, validate, test, or certify the Customer's configurations, systems, applications, or content;
d) any obligations to verify or guarantee the compliance of the Customer's infrastructure, applications, content, or activities with applicable regulations, technical standards, or the Customer's specific requirements.
It is understood that Aruba is responsible for the proper performance of the specific technical activities entrusted to it within the limits established by the Contract.
8.4 Aruba shall not be liable for delays, interruptions, malfunctions, inability to perform, or failure to achieve the expected result when such events result, in whole or in part, from:
a) inaccurate, incomplete, outdated, or belatedly provided information, instructions, or documentation by the Customer;
b) the Customer's failure to cooperate or delayed cooperation, or failure to comply with the technical instructions provided by Aruba;
c) unavailability, incorrect configuration, incompatibility, or malfunction of the Customer's or third parties' systems, applications, software, infrastructure, networks, or devices;
d) technical limitations or constraints inherent in products or services not managed by Aruba;
e) interventions, modifications, alterations, or deletions made by the Customer or third parties before, during, or after Aruba's intervention;
f) the Customer's failure to perform backups, or the incompleteness, corruption, failure to update, or unusability of the relevant copies;
g) unforeseeable events, force majeure, or other circumstances not attributable to Aruba.
8.5 Aruba does not create backup copies of the data, files, software, or configurations affected by the intervention performed through the Service and does not guarantee their preservation or recovery. The Customer remains responsible for creating and verifying a complete, up-to-date, and usable backup copy prior to the start of the intervention, when required by the nature of the activity or as indicated by Aruba.
Even if the intervention includes a restoration activity, Aruba does not guarantee that the available copies are complete, up-to-date, intact, or suitable for the requested recovery, unless their preparation and retention are subject to a specific contractual obligation assumed by Aruba.
8.6 Aruba may refuse, interrupt, suspend, or postpone, in whole or in part, the performance of the service when:
a) the technical requirements or conditions necessary for its execution are lacking;
b) the requested service is not included in the purchased Service Level Agreement;
c) the service request could compromise the security or integrity of systems, networks, devices, data, or content;
d) the Customer fails to provide the necessary information or cooperation, or it is not possible to complete the authentication procedure required for the channel used;

e) the requested activity is unlawful, contrary to the Contract, or infringes on the rights of third parties;
f) there are maintenance, security, or abuse prevention requirements, or other objective technical reasons.
The right to suspend the Service pursuant to Article 12 of the General Terms and Conditions remains in effect where the conditions are met.
8.7 Unless otherwise expressly provided in the Order Form, the Technical Specifications, or the commercial offer, no specific Service Level Agreements (SLAs) apply to the Service. Any priority granted to the Customer pertains exclusively to the order in which requests are handled and does not constitute a guarantee of acceptance, execution, or resolution within a specified timeframe.
8.8 Subject to mandatory legal limitations, Aruba's obligations and liabilities toward the Customer are exclusively those defined in the Contract; therefore, in any case of breach or non-performance attributable to Aruba, Aruba shall not be liable for an amount exceeding that paid by the Customer for the individual Service—whether ordered or renewed—affected by the harmful event. Any other indemnification or compensation to the Customer for direct or indirect damages of any nature or kind is hereby expressly excluded, both now and in the future.

9. Appointment as Data Processor

By virtue of the execution of this Agreement, Aruba is appointed by the Customer as Data Processor and/or Sub-Processor for the processing of personal data provided by the Customer, as described in Article 23 of the General Section, for the purpose of providing the Service.

Aruba S.p.A.
Via San Clemente No. 53, Ponte San Pietro 24036 (BG)
VAT No. 01573850516 | **Tax ID No.** 04552920482
REA BG 434483 | Authorized Capital €4,000,000 fully paid-in | **Certified Email (PEC)** aruba@aruba.pec.it | **Website** aruba.it