

## CONDITIONS FOR THE SUPPLY OF SSL SERVER AND CODE SIGNING CERTIFICATES

These Supply Conditions, together with the documents indicated in Art. 3 below, govern the contract for the issue of the Certificate which is hereby executed by Actalis S.p.a., with headquarters at Ponte San Pietro (BG), 24036, Via San Clemente 53, Tax ID and VAT Reg. 03358520967, Aruba S.p.a., with headquarters at Bibbiena Stazione (AR), 52011, Loc. Palazzetto 4, Tax ID 04552920482 and VAT Reg. 01573850516 (also "Suppliers") and the Customer.

### 1. DEFINITIONS

Subject to the other definitions set forth in the CPS, the terms below shall have the following meaning:

**Actalis:** Actalis S.p.A., tax identification and VAT Reg. 03358520967, with registered offices at Ponte San Pietro (BG), 24036, Via San Clemente 53, a company belonging to the Aruba Group, a certifier accredited by AgID, which issues the Certificate.

**AgID:** Agency for Digital Italy.

**Aruba:** Aruba S.p.A., a holding company of the Aruba Group, which, pursuant to an independent contract, is a Partner of Actalis S.p.A. in the marketing of Certificates.

**Code Signing Certificate:** Certificate used to verify the integrity and authenticity of executable software signed digitally by the Titleholder.

**SSL Server Certificate:** Certificate used to verify the identity of the organisation managing a website and to enable the coding of communications between the browser and the web server, by way of the SSL/TLS protocol.

**Certificate:** the SSL Server Certificate and/or the Code Signing Certificate issued by Actalis.

**Private key:** part of the pair of asymmetric keys of the Certificate's Titleholder, only available to the Titleholder itself.

**Public key:** part of the pair of asymmetric keys of the Certificate's Titleholder, made public through the Certificate itself.

**Customer:** the natural person or legal entity identified in the Form, which, on his/her/its own behalf or that of another Titleholder by which it has been specifically authorised, asks the Suppliers to issue the Certificate.

**Conditions:** these Supply Conditions published on the website <http://hosting.aruba.it/termini-condizioni.aspx>.

**Contract:** all the documents indicated in art. 3.

**CPS (Certification Practice Statement):** document that may be consulted at the link <https://www.actalis.it/documenti-it/cps-certificati-ssl-server-e-code-signing.pdf>, describing the procedures and rules applied by Actalis in the performance of the Certification Service.

**Suppliers:** the companies, Aruba S.p.A. and Actalis S.p.A., which, for the purposes of the Contract, may act separately from each other.

**E-Mail Address:** the e-mail address indicated in the Form and used by the Suppliers to send communications to the Customer relating to the Certificate.

**Confidential Information:** (i) information relating to the Suppliers and deemed or classified by the latter as private and/or confidential, to which the Customer is privy for any reason related to the implementation of the Contract and/or (ii) information relating to the Suppliers which, by its nature, content, or the circumstances in which it is disclosed, would normally be regarded as such. The Suppliers' confidential information includes, but is not limited, to all services, features, configurations and technical information on the Service, quotations, audit or safety reports and product development plans.

**Form:** the Customer's application in electronic format to issue the Certificate, which constitutes the contract offer.

**Parties:** the Suppliers and the Customer.

**Relying Party:** any party relying upon the Certificate, including, but not limited to, for providing information to the Certificate Titleholder and/or using information or resources obtained by the Certificate Titleholder.

**Service:** the Suppliers' Service to issue the Certificate to the Customer according to the provisions of the Contract.

**Technical specifications:** the information published on the page <http://hosting.aruba.it> and/or on the page <http://assistenza.aruba.it/> (and the pages accessible from it, including <http://guide.hosting.aruba.it/>) containing the technical features of the Service.

**Titleholder:** when existing based on the type of Certificate issued, the party identified in the "Subject" field of the Certificate.

### 2. PURPOSE OF THE CONTRACT

**2.1** The purpose of the Contract is the issue to the Customer of the Certificate according to the technical characteristics, type and procedures set forth in the Form and Technical Specifications of the Certificate itself.

**2.2** If the Customer, subject to authorisation, uses and/or applies for the Certificate in the name of and on behalf of the Titleholder, he or she shall be required to do everything necessary to ensure that said Titleholder also observes the clauses of the Contract.

**2.3** Any further service with respect to the purpose of the Contract may be provided, subject to a feasibility study, upon the specific request of the Customer according to the conditions, terms and consideration to be agreed.

### 3. STRUCTURE OF THE CONTRACT

**3.1** The Contract that is executed as indicated in art. 4 below is comprised of the following documents:

- 1) These Supply Conditions
- 2) The Form
- 3) The Technical Specifications
- 4) The CPS

### 4. EXECUTION AND DURATION OF THE CONTRACT

**4.1.1** The Contract is executed on the date of correct and punctual receipt of the Form by the Suppliers, to be completed and accepted by the Customer as to every respective part, together with payment of the consideration for the Service.

**4.1.2** If the Service is provided free of charge, the Contract is executed on the date of correct and punctual receipt of the Form by the Suppliers, to be completed and accepted by the Customer as to every respective part.

**4.1.3** Notwithstanding the foregoing, in any case, the online sending of the Form constitutes full acceptance by the Customer of these Conditions

**4.2** The Contract shall be effective until the expiration date of the Certificate as indicated in the "validity" field thereof; in the event of renewal of the Certificate according to the procedures described in the CPS, the effectiveness of the Contract shall be extended until the expiration date of the renewed Certificate. The Customer hereby acknowledges and accepts that in all cases of discontinuance of the

domain name to which the Certificate refers, the latter shall also be revoked, with the consequent termination of the Contract.

**4.3** In any case, the Contract shall be understood to be terminated as a consequence of revocation of the Certificate regardless of the cause.

**4.4** In the event of any failure to issue the Certificate, the Customer shall be notified immediately, without there being any requirement to provide any justification on the matter. The Customer acknowledges and agrees that he or she shall not bring any request for reimbursement, indemnity and/or compensation for damage or claim of any nature for failure to issue the Certificate.

**4.5** By sending the Form, the Customer acknowledges and agrees that he or she is entering into a Contract whose sole valid and effective version is that in the Italian language, whereas the other versions provided by the Suppliers in any other foreign language are made available only as a courtesy.

## **5. CONSIDERATION**

**5.1** The consideration due for the Certificate is that indicated in the Form.

**5.2** The Customer acknowledges and agrees that the Certificate may be suspended or revoked with immediate effect in the event that the payment of the consideration for any reason is not valid or is revoked or cancelled by the Customer or is not completed, confirmed or credited for the benefit thereof.

**5.3** In any case, the Customer may not raise objections of any type if beforehand he or she has not correctly undertaken the payment of any consideration owed, thereby providing, if requested, the necessary supporting documentation.

## **6. SERVICE ACTIVATION AND PROVISION**

**6.1** The issuing of the Certificate to the Customer is dependent on the correct completion of the respective Form, on acceptance of these Conditions and following successful verification of the activities described in the CPS. In the event of the unsuccessful verification of the activities described in the CPS, art. 4.4 shall be applied.

**6.2** The procedures, terms and conditions for the issue, suspension and revocation of the Certificate are indicated in the CPS, to which this refers.

**6.3** The issue of the Certificate based on the Contract does not make the Suppliers agents, fiduciaries or representatives of the Customer or of the Titleholder of the Certificate.

## **7. REQUIREMENTS**

**7.1** The Customer hereby acknowledges and accepts that to use the Certificate he or she must possess, at his or her own expense and under his or her own responsibility, the hardware and software necessary for the purpose, thereby bearing in this regard full responsibility for their operation, compatibility and correct configuration. The Customer hereby releases the Suppliers from any liability concerning any configuration, operational or compatibility problems affecting the hardware and software with respect to the Certificate.

**7.2** The installation of the Certificate on the Customer's computer system, possibly requested of the Suppliers pursuant to a separate written agreement, is subject to the prior verification by said Suppliers that the intended platform is set up with the standard Operating Systems on the market and to communication by the Customer of the log-in information necessary for installing the certificate itself.

## **8. LEVELS OF SERVICE AND SUPPORT**

The levels and procedures for providing the Service and support are indicated in the CPS, to which this refers.

## **9. CONFIDENTIALITY AND PROPERTY RIGHTS**

**9.1** The Customer hereby agrees not to disclose or make in any way available to third parties the confidential information known or handled in connection with the performance and/or application of the Contract in the absence of the Suppliers' specific written consent.

**9.2** The Customer is required to use the Service in compliance with the Suppliers' intellectual and/or industrial property rights as laid down in the Contract. The software, as with any other copyright or other intellectual property right, is the exclusive property of the Suppliers and/or their assignors; therefore the Customer does not acquire any right or entitlement in this regard and is only entitled to use it while the contract is in force.

**9.3** In the case of licences provided by third-party suppliers through the Suppliers, the Customer acknowledges having examined their terms and agrees to use the software in accordance with the procedures specified on the respective websites exclusively for his or her own personal use. The Customer agrees to accept and abide by the terms of said licences and declares that he or she is aware that the Licences apply between the Customer and the copyright holder of same with the exclusion of any liability on the part of the Suppliers.

**9.4** Notwithstanding the foregoing, the Suppliers and Customer expressly agree that:

- a) the pairs of cryptographic keys are at the disposal of the Customer even when using the Certificate in the name of and on behalf of a third-party Titleholder.
- b) the CPS, Certificates and lists of suspended or revoked certificates (CRL) published by Actalis are and remain the property of Actalis;
- c) with regards to the intellectual property of other data and information, refer to the current applicable legislation.

## **10. CUSTOMER'S OBLIGATIONS, PROHIBITIONS AND RESPONSIBILITIES**

**10.1** The Customer's obligations are those indicated in the Contract. The Customer agrees to use the Certificate in compliance with the provisions of the Conditions and CPS, in accordance with the law, current legislation, ethics and public order. To illustrate, though not exhaustively, the Customer agrees:

- a) to ensure that the data communicated to the Suppliers for the purpose of Certificate issue is correct, up-to-date and accurate and makes it possible to identify his or her true identity. The Customer acknowledges and agrees that, if he or she provides false, non-current or incomplete data, the Suppliers reserve the right to suspend the Service, thereby revoking the Certificate and/or rescinding the Contract, reserving the right to request compensation for further damages; it is hereby understood that the Customer may not submit to the Suppliers any request for reimbursement, indemnity and/or compensation for damage or claim of any nature for the time during which he or she did not make use of the Certificate.
- b) to keep completely confidential the private key corresponding to the certificate, thereby being responsible for the safekeeping thereof;
- c) to use the certificate exclusively for the procedures and purposes set forth in the CPS, based on the type of Certificate registered thereto;
- d) not to use his or her own private key to issue Certificates of any type;
- e) to manage the Certificate provided with utmost care and in particular:
  - (i) to view the CPS before applying for the certificate;

- (ii) to inform the persons qualified to use the Certificates on the matters concerning their use, as indicated in the CPS;
- (iii) to install and use the Certificate only after checking that it contains the correct information;
- (iv) in the event that it is ascertained that his or her own private key has been compromised, to request immediately the revocation of the Certificate and to cease use of the private key itself immediately;
- (v) in the event that the Certification Authority is compromised, to cease use of the Certificate immediately;
- (vi) after registration and until expiration or revocation of the Certificate, to notify the Suppliers promptly of any change in the information provided during registration;
- (vii) to cease any use of the Certificate after the expiration date thereof;
- (viii) to remove permanently the Certificate(s) from his or her own server(s) upon expiration or revocation thereof;
- (ix) to remove permanently the Certificate(s) from his or her own server(s) no longer in his or her possession;
- (x) not to use the Certificate(s) with respect to a website regarding which, by way of automatic systems or following a report by third parties, security problems and/or the presence of material considered to violate or to attempt to violate the confidentiality and/or intended to harm the integrity of the resources of others or cause direct or indirect damage to anyone have been encountered (including, but not limited to, counterfeit software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components);
- f) to abstain from committing any breach of the systems or of network security that may give rise to civil and/or criminal liability;
- g) not to use the Certificate in such a way as to cause harm to him or herself, to third parties and/or to Suppliers;
- h) not to store, send, publish, transmit and/or share applications or IT documents in breach or in violation of the intellectual property rights, trade secrets, trademarks, patents or other property rights of third parties or that damage, violate or attempt to violate the secrecy of the correspondence and confidentiality rights;
- i) to keep harmless and in any case to release the Suppliers from any liability concerning the contents and all information published through the Certificate provided thereto;
- j) to use the Certificate only for the uses permitted by law with the prohibition, to illustrate though not exhaustively, on publishing and/or sharing material:
  - (i) that breaches or infringes intellectual property rights, trade secrets, trademarks, patents or other legal or customary rights;
  - (ii) with contents in breach of ethics and public order for the purpose of disturbing public and/or private peace, causing offence or direct or indirect harm to anyone;
  - (iii) featuring child pornography, pornography or obscene content or in any case content in breach of public morals;
  - (iv) considered to violate or attempt to violate confidentiality or intended to harm the integrity of the resources of others or to cause direct or indirect damage to anyone (including, but not limited to, counterfeit software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components);
- k) to keep harmless and release the Suppliers from any liability in the event of complaints, lawsuits, administrative or judicial actions, losses or damages (including legal costs and fees) brought about by the illegal use of the Services by the Customer him or herself;
- l) to carry out without hesitation the instructions to be received from the Suppliers if his or her private key is compromised or the

respective Certificate is used improperly, before the deadlines indicated in the CPS.

The Customer acknowledges and accepts that the Suppliers reserve the right to revoke the Certificate *without any notice* if it is used for unlawful purposes (e.g., "phishing", man-in-the-middle, distribution of malware, etc.) or in the event of breach of the provisions of letters d) and/or e) of this paragraph 10.1.

The Customer acknowledges and accepts that the Suppliers are not required to monitor, mediate and/or oversee the contents handled through use of the Certificate and that the Suppliers shall not be held liable in any way with regard thereto. As such, the Customer is required to hold harmless and release the Suppliers from liability arising from any claim or action brought by third parties due to any breaches committed by the Customer through the Service.

**10.2** In the event of breach of even just one of the aforementioned obligations/commitments, the Suppliers shall have the right to intervene in the manner and form considered appropriate to eliminate, if possible, the breach and its effects, and to suspend immediately and without any notice the Service, thereby also reserving the right to rescind the Contract pursuant to Art. 15 below. The Customer acknowledges and agrees that he or she shall not bring any request for reimbursement, indemnity and/or compensation for damage or claim of any nature against the Suppliers for measures they have considered appropriate to adopt. In any case, the Customer hereby takes on full responsibility regarding the above violations and agrees to hold harmless and release the Suppliers from any harmful consequence arising therefrom.

## 11. LIABILITY OF THE SUPPLIERS

**11.1** Without prejudice to the binding legal constraints and cases of wilful malice or serious negligence, the Suppliers shall not be liable for non-fulfilment of the obligations undertaken by way of the Contract if said non-fulfilment is due to causes not attributable thereto, such as - including, but not limited to - act of God, completely unforeseeable and uncontrollable malfunctions of a technical nature, interventions by the Authorities, force majeure, natural disasters, strikes (including those involving parties on which the Suppliers rely in the performance of the activities connected to the Contract) and other causes attributable to third parties. In particular, the Suppliers shall not be liable for any disruptions arising from the Customer's failure to comply with the operational specifications contained in the CPS and with the provisions of this Contract or for any malfunctioning of the systems not attributable directly to the activities performed by the Suppliers themselves.

## 12. WITHDRAWAL

**12.1** The Customer, qualifiable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw in the manners and forms set forth in arts. 52 et seq. of the Consumer Code within 14 (fourteen) days from the date on which the Contract is signed. Specifically, the Customer must expressly disclose his or her intent to withdraw, also by using the form existing at the link <http://hosting.aruba.it/termini-condizioni.aspx>, by sending withdrawal notice exclusively by registered letter with confirmation of receipt or certified e-mail (PEC) to the contact details indicated in art. 15.4 below. In the event of exercising the right to withdraw, the Suppliers shall reimburse to the Customer, without undue delay and in any case within 14 days from the date on which the intent to withdraw from this contract was communicated, all payments received, by using the same means of payment used by the Customer for payment, or using the procedures

agreed with the Customer without any cost being incurred by the latter as a consequence of the reimbursement.

**12.2** Notwithstanding the foregoing, the Customer, whether or not qualifiable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), will always have the right to withdraw from the Contract at any time, without any penalty and without providing the reasons, by written notification sent by registered mail with confirmation of receipt to Actalis S.p.A., via San Clemente 53, 24036, Ponte San Pietro (BG) or by certified e-mail (PEC) to the address [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it). Withdrawal shall be effective within 30 (thirty) days from the date of receipt by the Suppliers of said notification; upon the discontinuance of the Contract, the Suppliers shall undertake to deactivate the Services and reimburse the paid amount corresponding to the number of days not used until the natural expiration date of the Contract, after deducting the costs incurred and/or to be incurred, in compliance with the provisions of art. 1, paragraph 3, of Law 40/2007.

**12.3** The Suppliers reserve the right to withdraw from the Contract at any time and without being required to state reasons, by notifying the Customer in writing, with at least 15 (fifteen) days' notice, except in cases in which

- (i) force majeure events arise;
- (ii) the Customer is registered in the list of protests, is declared insolvent or has been admitted to or placed under bankruptcy proceedings;

In such cases, the Suppliers reserve the right to withdraw from the Contract with immediate effect.

It is hereby understood by the Parties that from the effective date of withdrawal each Service shall be deactivated, at any moment and without further notice. In any event, any liability on the part of the Suppliers for exercising the right of withdrawal and/or for loss of use of the Service by the Customer or the ensuing right of the latter to demand any other reimbursement, compensation and/or damages of any type shall remain expressly ruled out.

### **13. EXPRESS TERMINATION CLAUSE**

**13.1** Without prejudice to the terms of other clauses of the Contract, it shall be deemed to have been terminated with immediate effect, pursuant to and in accordance with Art. 1456 of the Italian Civil Code, if the Customer:

- a) breaches the obligations provided for in Articles 9 and 10 of the Conditions as well as the provisions in the documents to which they refer;
- b) undertakes any unlawful activity by using the Services; or
- c) wholly or partially assigns the Contract to third parties without the prior written consent of the Suppliers.

**13.2** In addition, in the event of failure to comply with the obligations under the Contract, the Suppliers reserve the right to send to the Customer, at any time, for all intents and purposes referred to in art. 1454 of the Italian Civil Code, formal notice to be complied with within 15 (fifteen) days of receipt of the registered letter with confirmation of receipt or PEC communication.

**13.3** From the date of termination of the Contract, in the event of the cases provided for hereunder, the Service shall be deactivated without any advance notice and the Certificates issued to the Customer shall be revoked.

**13.4** In such cases, the Customer acknowledges and agrees that the Suppliers shall not be required to reimburse, indemnify and/or compensate for damage. In addition, the Suppliers shall be entitled to charge the Customer for any additional cost and/or expense required to be incurred by the former due to the termination and/or breach

caused thereto by the latter, in each case without prejudice to the right of the former to seek compensation for any further damage suffered.

### **14. AMENDMENTS TO THE CONTRACT**

**14.1** The Customer acknowledges and agrees that the Service covered under the Contract is characterised by constantly changing technology; for these reasons, the Suppliers reserve the right to change, at any time and for the better, the technical and financial features of the Service and of the instruments related thereto, as well as the Conditions, even after their signing, without this giving rise to any obligations of any kind with respect to the Customer. Any software licensing costs paid through the Suppliers to their respective licensors will be adjusted automatically in the event of a price change by the licensor.

**14.2** If, even due to circumstances independent of the Suppliers (including, but not limited to, changes to current legislation or measures and/or regulations of the Authority of reference involving greater costs to be borne by Actalis, etc.), the premises adopted for drafting the Conditions and/or documents to which they refer change, said Suppliers reserve the right to change unilaterally said documents, including, but not limited to, the consideration, collection fees, billing frequency or payment terms and procedures, thereby informing the Customer by e-mail or publication on the websites [www.actalis.it](http://www.actalis.it) and <http://hosting.aruba.it/termini-condizioni.aspx> with 30 (thirty) days' notice. If the Customer does not wish to accept said changes, including those concerning consideration, he or she may exercise within the aforementioned deadline the right to withdraw from the Contract without advance notice and any penalty. In the event of the Customer's failure to exercise the right to withdraw, the changes shall be understood to be known and accepted definitively by the latter.

### **15. FINAL PROVISIONS**

**15.1.** The Contract shall annul and supersede any previous agreement that may have been entered into between the Parties concerning the same subject, and shall constitute the final and integral expression of the agreements entered into between the same on this subject. No amendment, marginal note or clause howsoever added to this Contract shall be valid or effective between the Parties, unless specifically and expressly approved in writing by both. In the event of special agreements with the Customer, these must be formulated in writing and shall constitute an addendum to the Contract.

**15.2.** Under no circumstances shall any breaches and/or conduct by the Customer in violation of the Contract be considered as exceptions thereto or tacit acceptance thereof, even if these are not contested by the Suppliers. Any failure on the part of the Suppliers to exercise or enforce any right or provision of the Contract shall not constitute a waiver of said rights or clauses.

**15.3.** Unless expressly indicated otherwise in the Contract, all notifications to the Customer relating to this contract may be carried out by the Suppliers indiscriminately by hand, via e-mail, whether certified or not, by means of registered mail with return receipt, ordinary post or by fax to the addresses and/or details indicated by the Customer in the Form and, consequently, such notifications shall be considered known by the former. Any changes to the Customer's addresses and contact details including the email address stated in the Form, which are not communicated to the Suppliers in accordance with the procedures set forth in the Contract, may not be the subject of a complaint thereto.

**15.4.** With the exception of the cases specifically provided for in the

Contract, all notifications that the Customer intends to send to the Suppliers relating to the Contract, including support requests, shall be sent to the contact details indicated on the website [www.aruba.it](http://www.aruba.it).

**15.5.** Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not result in the invalidity of the others, which shall be deemed to be fully valid and effective.

**15.6.** The Customer agrees not to transfer the Contract to third parties without the Suppliers' prior written permission.

## **16. EXTENDED VALIDITY**

This clause, the other clauses of the Conditions set out below as well as the provisions laid down in documents to which reference is made in these clauses shall continue to be valid and effective between the Parties even after the termination or the rescission for whatever reason due to or attributable to any party;

1. Definitions
2. Purpose of the Contract
3. Structure of the Contract
6. Service activation and provision
9. Confidentiality and property rights
10. Customer's obligations, prohibitions and responsibilities
11. Liability of the Suppliers
15. Final provisions
17. Applicable law and jurisdiction

## **17. APPLICABLE LAW AND JURISDICTION**

**17.1** The Contract shall be governed solely by Italian law. These Conditions were drafted and prepared in observance and in compliance with the provisions contained in Legislative Decree 206/2005 (Consumer Code), in Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the creation of new businesses) and in Legislative Decree 70/2003 (Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market); they shall be understood to be automatically modified and/or adjusted in line with the provisions on the matter in subsequent provisions of the law and/or regulations.

**17.2** For any and every dispute relating to the interpretation, performance and rescission of this Contract, the Court of Arezzo shall have exclusive jurisdiction, except in the event that the Customer has acted and entered into this Contract in the capacity of Consumer for purposes other than for business or professional purposes; in this case, the Court of the location where the Customer resides or is domiciled, if located in Italy, shall have exclusive jurisdiction.

## **18. PROCESSING OF PERSONAL DATA**

**18.1** The processing of the personal data disclosed by the Customer to the Suppliers for the purposes of the fulfilment of this Contract and the subsequent provision of the Service, shall comply with Legislative Decree 196/2003, the privacy disclosure issued by the Suppliers when sending the Form and pursuant to the consent to the processing of the information provided at the time by the Customer. The data subject to processing, for the purposes of the fulfilment of the Contract, may be disclosed to third-party suppliers based abroad within the European Union, in accordance with and within the limits laid down by art. 42 of Legislative Decree No. 196/2003 and abroad in non-EU countries in the context and within the limits specified in art. 43 of Legislative Decree No. 196/2003.