

Special Conditions for the provision of the Microsoft 365 Service

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Introduction

Under a separate contract, Aruba is a partner of Microsoft for marketing Microsoft services. These Special Conditions govern Aruba's provision of the Microsoft 365 Service to the Customer.

1. Definitions

In these Special Conditions the terms shown below have the following meanings:

Microsoft Contractual Documents: the document entitled "Microsoft's Microsoft Cloud Contract", which is published on the page <https://microsoft365.aruba.it/termini-condizioni.aspx>, and the documents mentioned therein, published on the page <https://www.microsoft.com/en-us/licensing/product-licensing/products>, or otherwise made available by Microsoft or on a different website. They govern the relationship between Microsoft and the Customer for use of the Service.

Third-level domain: the third-level domain made available for use by the Customer who has specified this during the order phase. For example, "nomedominio.arubamicrosoft.it" or "nomedominio.aruba365.it" or "nomedominio.365.cloud".

Price list: the document containing the financial details of the Service. This is available on the page <https://microsoft365.aruba.it> or is sent to the Customer by Aruba when a separate agreement has been signed for this purpose.

Microsoft: Microsoft Ireland Operations Limited or its subsidiaries and/or affiliates, its suppliers or sub-suppliers.

Order Form: the electronic form available at <https://microsoft365.aruba.it>, used by the Customer to request the activation of the Service.

Monthly payment: the option that allows the Customer to pay the fee due for the Service in equal monthly amounts.

Policy for the use of Aruba services: the document containing the rules of conduct and the limits applying to use of the Aruba services, available at the link https://microsoft365.aruba.it/documents/tc-files/it/04_policyutilizzoserviziaruba.pdf

Automatic renewal: the option that allows the Customer to automatically renew the Service when its term comes to an end, for a period equal to that initially chosen by the Customer in the Order Form, unless otherwise specified. This option will be activated automatically if the Customer chooses to pay for the Service by credit card or PayPal.

Service: the Microsoft 365 service in the version that can be selected in the Order Form and with the characteristics stated in the Technical Specifications.

Website: the website <https://microsoft365.aruba.it>

Technical specifications: the information published on the page <https://microsoft365.aruba.it> and from the page <http://assistenza.aruba.it>

For terms not defined in these Special Conditions, please refer to the General Conditions.

2. The documents making up the Contract

The contractual relationship between the Customer and Aruba for provision of the Microsoft 365 service is governed by these Special Conditions, the General Conditions and the Microsoft Contract Documents.

The Special Conditions supplement the General Conditions. In the event of any contradiction between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions will prevail.

3. Purpose of the Contract

The object of the Contract is provision of the Microsoft 365 Service with the characteristics stated in the Technical Specifications and in accordance with the financial conditions established in the Price List, which is available on the Website.

4. Activation of the Service

The Service is activated under an independent separate contract between Aruba and Microsoft. Accordingly, the Customer agrees that:

- any delays attributable to Microsoft cannot be attributed to Aruba.
- Microsoft may terminate the provision of the Service or terminate the contractual relationship with Aruba at any time, without giving a reason for doing so. In this case, the Service will remain active and can be used by the Customer for the period specified by Aruba. This will not result in Aruba being held liable towards the Customer for termination and non-use of the Service.

5. Duration of the Contract and renewal

5.1 The duration of the Contract is that selected by the Customer in the Order Form. Renewal of the Service implies that the Contract is also renewed.

5.2 Payment using means other than a credit card and PayPal

The Customer must renew the Service at least 15 days before its expiry. Renewal takes place by paying the price provided for in the Price List at the time of renewal. If the amount payable for renewal is not credited to Aruba at least two days before the expiry date, this will be regarded as formal termination of the Service by the Customer which shall cease on the expiry date.

5.3 Payment by credit card or PayPal

The Service is automatically renewed on expiry for a period equal to that specified by the Customer in the Order Form.

If the Customer does not intend to renew the Service, they must send Aruba notice of termination at least 15 days before the expiry date, with a request for assistance, sending such notice by certified email or by registered letter with acknowledgment of receipt.

The current Price List will apply at the time of automatic renewal.

To ensure that the Service is provided without interruption, seven days before the Service expires Aruba will ask its bank to execute the payment that has been scheduled for renewal.

In the event that the amount is not credited, Aruba may perform the transaction again in the following days prior to expiry of the Service, as a courtesy and thus without assuming any obligation towards the Customer.

If the amount payable for renewal is not credited to Aruba at least two days before the expiry date, this will be regarded as formal termination of the Service by the Customer which shall cease on the expiry date.

5.4 The Customer consents to Aruba's bank saving the data relating to the credit card used for payment. This will enable the Customer to use the same card when paying for any other service provided by Aruba.

5.5 The Customer may at any time disable automatic renewal in the following ways:

- via the specific field in the customer area;
- by deleting the unique identification code of the credit card or PayPal account, again from the customer area;
- for payment using PayPal: by disabling the option to make automatic payments from your PayPal account.

Once automatic renewal has been disabled, the Service may only be renewed by means of the ordinary procedure provided for in Article 5.2.

6. Fees, methods and terms of payment

6.1 The Customer must pay the fee stated in the Price List at the same time as sending the Order Form and in any case before the Service is activated or renewed.

6.2 Each payment made by the Customer will have its own identification number and Aruba will issue the relevant invoice within the relevant month. VAT will be applied to all invoiced amounts. The invoice may be sent or made available to the Customer in electronic format.

6.3 The fee must be paid in the manner indicated in the Order Form.

It is the Customer's responsibility:

- to choose the payment method taking into account the average payment processing times stated on page <https://guide.hosting.aruba.it/pagamenti/modalita-e-tempistiche-accredito.aspx>.
- to pay the fee for renewal of the Service in time to ensure its continuity and, in any case, before the Service is deactivated as a result of the Contract expiring.

6.4 The Customer may use any remaining credit to purchase or renew the Microsoft 365 Service. The Customer may only use it within 12 months from the date on which it was paid, in the manner stated at <http://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx>. Once this period has elapsed to no effect, without the Customer having used the credit, Aruba will be deemed to have acquired it outright and the Customer will not be able to use it or request its return.

6.5 The Customer may "upgrade" the Service in the manner stated at <http://guide.hosting.aruba.it/> and in accordance with the conditions set out in the Price List.

7. Aruba's obligations and limits of liability

7.1 The Customer is aware that Microsoft:

- owns all rights relating to the Service. Accordingly, it may revoke the Customer's status as a user of the Service or disable the latter's account or otherwise prevent the Customer from using the Service;
- it may implement new versions of the Service, delete the Service, or modify how the Service functions, in accordance with the Microsoft Contract Documents.

Aruba incurs no liability with respect to all the cases listed above and the Customer therefore waives the right to ask Aruba for any form of compensation or indemnity in relation to those cases.

8. The Customer's obligations and rights

8.1 The Third-Level Domain is provided for the Customer's use.

The Customer declares that they are entitled to use the domain name stated on the order form, or in any case that the domain name and the Third-Level Domain Name are legally available for use and that they do not therefore adversely affect any third-party rights or interests. The Customer assumes any liability resulting from use and management of the domain, including a third-level domain name.

8.2 It is the Customer's responsibility to make a copy of the data and content processed through the Service, since:

- Aruba does not make any copies or backups of the data;
- once the Contract is terminated or the Service has expired, the data can no longer be recovered.

Accordingly, the Customer releases Aruba from liability for any interruption of the Service, and loss of or damage to the data and content processed through the Service.

It is the Customer's responsibility to make provision for the possible recovery of the data and contents processed, following reactivation of the Service, if necessary, entering into a new Contract.

9. Support and Maintenance

9.1 Aruba provides assistance only for solving problems with the installation or configuration of the Service and not for problems related to its use.

9.2 Microsoft may carry out technical or maintenance operations, even without prior notice. The Customer therefore releases Aruba from any liability that may arise from the damage caused by these operations (for example, loss of data, interruption of the Service).

10. Withdrawal

10.1 The form for giving notice of the wish to withdraw is available on the page <https://microsoft365.aruba.it/termini-condizioni.aspx>

10.2 Without prejudice to the provisions of the General Conditions regarding withdrawal, once withdrawal has taken effect, Aruba will deactivate the Service and reimburse the amount paid by the Customer corresponding to the number of days not used until the next natural expiry of the Service or, in the case of Monthly Payments, until expiry of the monthly payment paid. In any case from this amount are less the costs which Aruba has incurred and/or to be incurred (including, but not limited to, the costs already incurred for activation of the licenses used for the provision of additional services, etc.), in accordance with the provisions of Article 1, paragraph 3 of Law 40/2007.

11. Express termination clause

11.1 The Contract will be considered terminated with immediate effect, in accordance with Article 1456 of the Italian Civil Code, in addition to the cases provided for in the General Conditions, if the Customer:

- a) breaches the obligations provided for in Article 8 (The Customer's obligations and rights);
- b) is in breach of the obligations imposed on it by the Microsoft Contract Documents;
- c) fails to pay the fee due or even just one of the related instalments.

12. Intellectual Property Rights

12.1. Notwithstanding the provisions of the General Conditions, the Customer must use the Service in compliance with Microsoft's intellectual property rights.

13. Processing of personal data

The Customer is aware that the data transmitted to Microsoft by Aruba for provision of the Service will be processed independently by Microsoft in compliance with the provisions of the Microsoft Contract Documents, as accepted by the Customer at the time of ordering.