

## Particular Terms and Conditions of Provision of SMS Service Aruba.it

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### Foreword

These Particular Conditions are intended to regulate the provision of the SMS Service to the Customer by Aruba S.p.A., headquartered in Ponte San Pietro (BG), Via San Clemente 53, P.IVA 01573850516.

The Service is provided by Aruba to the Customer by virtue of a separate and autonomous agreement between Aruba itself and Mobyt S.p.A. and/or its subsidiaries and/or affiliates.

### 1. Definitions

In these Particular Conditions, the terms indicated have the following meanings:

**Alias:** a string of alphanumeric characters transmitted in the field provided for sending the CLI (Calling Line Identification, defined in the Aruba Code of Conduct) in SMS communications and data transmission.

**Aruba Code of Conduct:** the document available on the [site](#) page. This describes the criteria for the registration and use of Aliases in the provision of the Service, for the protection of the Customer.

**Price List:** the document which lists the economic characteristics of the Service. This is available on the [site](#) page.

**Order Form:** the electronic form available at the [site](#) page with which the Customer requests the activation of the Service.

**SMS Package:** the package chosen by the Customer, which includes a certain number of messages and has the characteristics indicated on the dedicated [site](#) page.

**Panel:** the portal reachable at the dedicated [page](#) through which the Customer (or third parties authorized by the Customer) can use or manage the Service.

**Aruba Service Use Policy:** the document outlining the behavioral norms and limits of use of Aruba services, available on the [site](#).

**Service:** the SMS service provided by Aruba, which consists of the use of the Panel to send SMS to mobile devices, based on the SMS package chosen by the Customer.

**Website:** the website <http://sms.aruba.it>.

**SMS:** an acronym for "Short Message Service".

**SMS technical specifications:** the information published on the website page.

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

### 2. What documents does the Contract consist of

2.1 The contractual relationship between the Customer and Aruba regarding the provision of SMS service is governed by:

- The Conditions of Provision of the Service, consisting of the General Conditions and the Particular Conditions
- The Order Form
- The Technical Specifications
- Aruba's Code of Conduct;
- The Aruba Service Usage Policy;
- The Price List.

2.2. The Particular Conditions supplement the General Conditions. In the event of any conflict between the provisions of the Particular Conditions and those of the General Conditions, the Particular Conditions shall prevail.

### 3. Subject of the Contract

3.1 The subject of the Contract is the provision of the SMS Service with the characteristics indicated in the Technical Specifications and under the economic conditions set out in the Price List available on the Site.

### 4. Activation of the Service

4.1 Aruba will activate the Service once:

- They receive confirmation that the Customer has paid and
- The Customer has performed all the services, if any, required of them by the Special Conditions.

4.2 If the Customer does not perform the above within 90 days after sending the Order Form, Aruba may cancel the Order.

4.3 In order to activate the Service, Aruba may require additional information to that already provided by the Customer.

### 5. Alias registration

5.1 Aliases are registered subject to compliance with the Aruba Code of Conduct, by Aruba in accordance with Resolution 12/23/CIR. The Customer must provide the data requested by Aruba for the registration and activation of the Aliases. If this is not provided or if the Customer fails to comply with the required procedures, the Aliases cannot be registered/activated.

Any delays caused by the Customer will not be the responsibility of Aruba.

The availability of the SMS Service to international numbers may vary depending on the technical and commercial accessibility of the destination networks. Therefore, Aruba does not guarantee the availability of the SMS service to all foreign countries and reserves the right to modify the list of supported destinations at any time, expressly excluding any liability, including compensation, on the part of Aruba.

### 6. Duration of the Contract

6.1 The Contract lasts until the expiration date of the last SMS Package purchased.

6.2 The SMS Package expires and is no longer available if the Customer does not use the Service within 13 months after activation or last use. Accordingly, in the event of expiration, the remaining number of messages of an SMS Package cannot be combined with the number of messages of a subsequently purchased SMS Package.

If the SMS Package expires and in any case upon termination of the contractual relationship for any reason, the Contract will cease to be effective and the Service will be deactivated.

6.3 In the event of termination by the Customer or expiration of the SMS Package due to non-use of the same within 13 months after activation or last use, the Customer may request the return of any amount corresponding to the unused messages within 180 days from the date of expiration of the relevant SMS Package. Otherwise, the amount will be permanently retained by Aruba.

6.4 It is the Customer's responsibility to obtain and maintain a copy of their data processed or entered into the Service, which may not be recoverable after the expiration of the Contract. The Customer releases Aruba from any liability for any damages in case of loss of such data.

### 7. Fee, method and terms of payment

7.1 The Customer shall pay the fee indicated in the Price List at the same time that they submit the Order Form and in any event before the Service is activated or renewed.

7.2 Each payment made by the Customer will be issued a unique identification number and Aruba will issue an associated invoice within the relevant month. VAT due will be applied to all amounts invoiced. The invoice shall be transmitted or made available to the Customer in electronic format.

7.3 The consideration shall be paid in the manner set forth in the Order Form. It is the Customer's responsibility to select a method of payment taking into account the average payment processing time shown at the dedicated page of the [site](#).

7.4 When paying by credit card or PayPal, the Customer can activate the Auto-Recharge option. This option allows the Customer to set up an automatic recharge for the SMS Package when a minimum threshold of messages is reached.

7.5 By activating the Auto-Recharge function when they opt to pay by credit card, the Customer agrees that the banking institution indicated by Aruba will store their data, which may be used to pay for any other service provided by Aruba.

7.6 The Customer can disable the Auto-Recharge function at any time in the following ways:

- By removing the Auto-Recharge option from the specific field in the customer area;
- By deleting, again from the customer area, the unique identification code of the credit card or PayPal account;
- By disabling from your PayPal account the option that allows you to make automatic payments, when paying with PayPal.

Once Auto-Recharge is disabled, payment of the fee can only be made using the ordinary procedure set forth in Section 7.3.

7.7 The Customer may use any of their remaining credit to purchase or renew the Service. The Customer may use this within 12 months from the date on which it was paid, in the manner indicated on the dedicated page of the [site](#).

After this period of time has elapsed unnecessarily without the Customer having used the credit, it shall be deemed to have been permanently acquired by Aruba and the Customer may not claim to use it or demand its return.

### 8. Aruba's Obligations and Limitations of Liability

#### Aruba S.p.A.

Via San Clemente n.53, Ponte San Pietro 24036 (BG)

V.A.T. Number 01573850516 | Tax Code 04552920482

REA BG 434483 | C.S. € 4,000,000 i.v | PEC aruba@aruba.pec.it | Site aruba.it

8.1 The provisions of the General Conditions remain unaffected.

In addition, Aruba:

- Will provide the Service in accordance with the Technical Specifications;
- Shall not be responsible for the content of the text messages entered by the Customer, including any links;
- Reserves the right to prevent the Customer from inserting links within the SMS.

## 9. Customer's rights and obligations

9.1 The provisions of the General Conditions remain unaffected.

In addition, the Customer:

- Declares that they are aware of the regulations regarding the processing of data related to telematic traffic, including Legislative Decree No. 196/2003, and of the existing legal obligations incumbent on them regarding the operations of storing such data and presenting them to the competent authorities;
- Guarantees that they have acquired consent for processing from the third parties whose personal data they have processed using the Service, also pursuant to Article 130 paragraph 2 of Legislative Decree No. 196/2003;
- Agrees to change the password for access to the Panel at least once every 3 months;
- Are prohibited from using the Service to request calls to so-called "value-added" or "surcharged" numbers such as, but not limited to, 899xxxx, 892xxx, 894xxx, 895xxx.

## 10. Suspension of Service

10.1 Without prejudice to the provisions of the General Conditions, Aruba may suspend the Service in any case in which the Customer makes use of it in a manner contrary to the legal and regulatory rules applicable to the same (including AgID regulations).

## 11. Withdrawal

11.1 The form for communicating a desire to withdraw is available [on the website](#) page.

11.2 Without prejudice to the provisions of the General Conditions, once the termination has taken effect Aruba will deactivate the Service and reimburse the Customer an amount corresponding to the number of unused SMS messages, minus the costs that Aruba has incurred or must incur, in accordance with the provisions of Article 1, paragraph 3 of Law No. 40/2007.

## 12. Express termination clause

12.1 The Contract shall also be deemed to be terminated with immediate effect, pursuant to Article 1456 of the Civil Code, in addition to the cases provided for in the General Conditions, if the Customer violates the obligations provided for in Articles 5 (Registration of Aliases) and 9 (Customer's Rights and Obligations) of these Particular Conditions.

## 13. Processing of personal data and appointment as data controller

13.1 By entering into this Agreement, the Customer appoints Aruba Controller and/or Sub-Controller for the processing of personal data communicated by the Customer, as described in Article 21 of the General Conditions, for the purpose of providing the Service.