

TERMS AND CONDITIONS FOR THE PROVISION OF THE ARUBA.IT HOSTING SERVICE

General provisions

These Provision Terms and Conditions, together with the documents referred to in art. 2 below govern the contractual relationship which is established between Aruba S.p.A., whose registered office is in Ponte San Pietro (BG), Via San Clemente 53, P.I. 01573850516 (also "Aruba" or "Supplier") and the Customer for the provision of the Hosting services as described below.

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SECTION I - GENERAL TERMS AND CONDITIONS

1. Definitions

Where mentioned in the Agreement the terms below have the following meanings:

24/7/365: acronym used in the Contract to indicate the continuity of Services 24 hours a day, seven days a week, 365 days a year.

Clauses for registering .it domains: the document containing the terms of the contract provided by the ccTLD.it Registry, published at <https://hosting.aruba.it/en/terms-conditions.aspx>, which the Customer must accept and undertake to observe when registering a domain name with .it ccTLD.

Provisions for the registration of edu.it domains: the document containing the terms and conditions of the contract provided by the ccTLD.it Registry, published at <https://hosting.aruba.it/en/terms-conditions.aspx>, which the Customer must accept and agree to comply with when registering a domain name with SLD edu.it.

Customer: the natural or legal person, identified in the order form.

Terms and Conditions: these Terms and Conditions for the supply of the Aruba.it Hosting service.

Activation confirmation: the notification to confirm the activation of the Service ordered.

Contract: the set of documents referred to in art. 2.
Login details: login and password assigned to the Customer by Aruba.

Premium Domain: a domain name with a high commercial value, that the Customer may ask Aruba to transfer and register in its name via the Services, in accordance with the specifications and the limitations outlined at link <https://hosting.aruba.it/en/domains/premium-domains.aspx>.

Confidential information: (i) information about the Supplier and deemed or classified by them as private and/or confidential of which the Customer is privy to for any reason related to the implementation of the Contract and/or (ii) the information related to the Supplier that, by its nature, content, or circumstance in which it is detected, would normally be regarded as such In this regard, but not limited to, Aruba's confidential information is all the services, features, configurations, and technical information on the Service, quotations, audit or safety reports or product development plans.

Price List: the document published on the page <https://hosting.aruba.it/en/home.aspx> in which all of the economic aspects of the Service are indicated, or,

alternatively, if appropriate, the document containing these aspects sent to the Customer by Aruba in the event of a separate, specific and different agreement between the Parties.

Order form: electronic form that, filled out by the Customer with all the required data and then sent by them to Aruba via the website <https://hosting.aruba.it/en/home.aspx>, or by other means after subscription, constituting a contract proposal, formalises the request to activate the Service.

Control Panel: the section from which the Customer can manage the Service through access using his/her login details (login and password).

Parties: Aruba and the Customer.

Aruba Services User Policy: the document drafted by the supplier and published at <https://hosting.aruba.it/en/terms-conditions.aspx> which indicates the rules of conduct and usage restrictions for the Service which apply to all of our Customers.

Registrant: The individual who requests the registration of a domain name or who is its legal owner.

Auto-renewal: option allowing for the automatic renewal of the Service(s) upon respective expiration, for a period identical to the initial one. Unless otherwise intended as expressed by the Customer according to the process indicated in the order phase, this option shall be triggered automatically in the event that the Customer chooses to pay for the Service(s) by Credit card or PayPal.

Service: the Aruba.it Hosting service consists of the implementation of registration practices and maintaining of a domain name with the Italian or foreign Registration Authority which is responsible for the extension chosen by the Customer, and in the provision of additional services from the Customer requested during the ordering phase, in the context of the possible purchasing solutions available on the website <https://hosting.aruba.it/en/home.aspx>, and in the provision of Additional Services (so-called ADD ONS), in the solutions expressly provided for on the website <https://hosting.aruba.it/en/home.aspx>, the activation of which can be requested by the Customer against payment of the corresponding fee and subject to the further Terms and Conditions set out in the following Sections. For domains with the extension .gov.it, which can be assigned to Public Authorities, the service consists of the provision of web space on the Aruba server and any Additional Services, in the context of the possible purchasing solutions indicated on the website <https://hosting.aruba.it/en/home.aspx>.

Technical specifications: the information published on <https://hosting.aruba.it/en/home.aspx> and/or <https://assistenza.aruba.it/en> (and the pages accessible from it, including <https://guide.hosting.aruba.it/home.aspx>) detailing the technical features of the Services.

2. Structure of the contract

The Contract comprises the documents listed below:

- a) The Provision Terms and Conditions
- b) The Order Form
- c) The Technical Specifications
- d) The Usage Policy for Aruba service
- e) The Price List
- f) Clauses for registration of IT domains, in case of orders of a domain name with ccTLD .it

3. Purpose of the Agreement

The purpose of the Contract is the provision to the Customer of the Service with the technical and economic features, according to the type, and with the procedures indicated in Order Form and in the Technical Specifications for the actual Service.

Any further provisions besides those covered by the Contract may be provided, on the basis of an examination of the feasibility, at the specific request of the Customer whose conditions, terms and fees to be agreed.

4. Finalising the Contract

4.1 The Contract is executed on the date of correct and punctual receipt by Aruba of the Order Form, to be completed and accepted by the Customer as to every respective part, together with payment of the amount due for the Service. Submitting the Order Form shall constitute full acceptance by the Customer of the Conditions and all other documents mentioned in art. 2 above. After activation of the Services an email will be sent to the Customer confirming activation and providing the Login Details. It is understood, in any case, that the use of the Services by the Customer confirms acceptance of all the contractual terms and conditions.

4.2 The Customer is responsible for the accuracy of the information provided and recognises Aruba's right to receive any additional information for the purposes of activating the Service, in compliance with the legislation in force.

4.3 By sending the Order Form, the Customer acknowledges and agrees that a contract is concluded, and the only valid and effective version the one in Italian, as other versions provided by Aruba in any other foreign language are only provided as a courtesy.

4.4 Notwithstanding the provisions related to Premium Domains, which can be found at link <https://hosting.aruba.it/en/domains/premium-domains.aspx>, and for orders relating to such Premium Domains, after 90 (ninety) days following the date indicated on the Order Form, if Aruba has not received payment for that order, the order will be revoked and cancelled, without notice.

5. Activation and delivery of the Service

5.1 Aruba will register the domain name strictly respecting the chronological order of requests received (according to

the principle of first come, first served), provided that they are accompanied by confirmation of payment of the contractual fee for the Service. Without prejudice to the above it is understood that:

a) the success of the registration request is subject to its acceptance by the Registration Authority responsible for the extension chosen; and

b) domain names which are available in the order phase, may not actually be, by way of example but not limited to, as they are already in the process of being registered by a third party even if they are not yet included in the databases of the competent Registration Authority.

5.2 The Service is enabled in respect of the times made necessary by the availability of the hardware resources and, in any case, as quickly as possible. It is understood that the terms for the Service activation, possibly planned, must be regarded as indicative only. The Customer is obliged to perform any necessary actions for the purposes of activating the Service; any delays due to failure to act by the Customer will not be attributable to Aruba. In any case, the Customer will be advised of any delay to the activation of the Service.

5.3 In any case where the domain name, registered and/or maintained by the competent Registration Authority via the services performed by another Provider, is transferred from the latter to Aruba, the transfer will take place according to the conditions, timelines and restrictions set out at <https://guide.hosting.aruba.it/domini/trasferimento-e-modifica-domini.aspx>. In that regard, notwithstanding the provisions in subsequent Arts. 9.6 and 9.10, the Customer, once and for all, relieves Aruba from any liability for any direct or indirect damages of any nature or kind sustained and that may be sustained due to or because of the same transfer, including but not limited to, the total or partial loss or damage of data and/or information and/or contents entered and/or processed by the Customer via the Services, total or partial interruption of service, any consequential damages for non-viewability of the content previously present on the domain name itself.

5.4 This Service is provided until the expiry of the Contract. As that date approaches, as a courtesy and without assuming any obligation in relation to the Customer, Aruba reserves the right to send impending expiry alerts to the email inboxes associated or created via the Service.

5.5 The Customer also has the right to buy, by means of a suitable order and payment of the corresponding fee, one or more of the Additional Services listed on the website <https://hosting.aruba.it/en/home.aspx>. It is understood that the Additional Services, regardless of the time of their activation, have the same expiry date as the main Service they are associated with, with the exception of Web Marketing services (hereinafter, Web Marketing Services) and the other services listed on <https://hosting.aruba.it/en/home.aspx>, that, on the basis of the type chosen, may also have a different duration. The provisioning of Additional Services is governed and

regulated by these General Terms and Conditions. Subject to the provisions of articles 6.2, 6.4 and 7.8, the additional Services of Certified Email (PEC), Web Marketing Services, SMS Services and Managed WordPress Services are governed respectively by the provisions referred to in this section of the Conditions and by those referred to in the subsequent relevant Section.

5.6 The Customer may change the Service, according to the solutions indicated at <https://www.aruba.it/en/change-service-price-list.aspx> making sure to make a copy of the data and the material processed via the Service, object of the change request, in advance and at his/her own expense. As a result of this change the recovery of the content processed by the Customer via the converted Service is not guaranteed.

5.7 It is expressly understood that Aruba is not subject to any general obligation to monitor, it therefore does not control or monitor the conduct or acts performed by the Customer via the Service, nor does it control or monitor the information and/or the data and/or content to any way processed by the Customer or his/her appointee and/or collaborators with the Service itself; Aruba is and remains extraneous to the activities that the Customer performs completely independently using the login details for the Service, remotely via the internet. In any case, once the Customer has accessed the Services he/she is the sole owner, in accordance with Legislative Decree 196/03 and with REGULATION (EU) 2016/679, of the processing of any data entered and/or processed as part of the Service for the duration of the Contract and for 30 (thirty) days following its expiry.

5.8 Aruba does not, in any case, assume any liability for any information, data, contents entered or transmitted and, in any case, processed by the Customer via the Service and, in general, for the use made by them of the afore-mentioned Service and reserves the right to take any initiative and actions, to protect its rights and interests, including notifying those concerned of useful data to permit the identification of the Customer.

6. Contractual term and renewal

6.1 The Contract shall govern the supply of Services to the Customer effective from the date of respective signing. The Contract shall have the duration indicated in the Order Form and shall be renewed in accordance with the frequency indicated therein.

6.2 If the Customer has chosen to pay by credit card or PayPal, the Service(s) shall be renewed automatically on expiry for successive periods of one year, unless one party sends the other a notice of termination in such a way that receipt thereof may be confirmed and at least 15 (fifteen) days in advance of the expiry date. Upon renewal, the Price List and other contractual terms and conditions in force shall apply.

In order to ensure the continued supply of the Service(s), Aruba shall ask its Banking Institution, 7 (seven) days prior to

the actual expiration date of the Service(s), to make the payment in its favour of the amount established for the renewal of the Service(s); in the event of failure to credit the amount established for one or more of the Services to be renewed, notwithstanding the provisions of paragraph 6.7 below, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, Aruba shall reserve the right to perform once again said operation over the subsequent days preceding the Service expiration date.

6.2.1 The Customer hereby expressly acknowledges and accepts that, unless he or she is otherwise notified by Aruba, the Contract shall be understood to be automatically terminated in the event of non-payment of the amount due for the renewal of the Service no later than 2 (two) days prior to the expiry date. This deadline shall be considered to be non-extendable and Aruba regards it as an essential provision in its interest, subject to the provisions in Articles 6.7, 6.8 and 6.9 below.

6.3 In the event of payment by a means other than a credit card or PayPal or in other cases expressly stipulated by Aruba, the Customer may renew the Service(s) for further periods of one year before the expiry date thereof - and preferably at least 15 (fifteen) days before said date - by sending the respective request and payment, in accordance with the procedures and time frames referred to in Art. 7, of the amount set out in the Price List in effect at the time of renewal. Subject to the foregoing, in the same way the Customer may renew the Service(s) even after the natural expiry date thereof, by recovering the registration of domain name(s) according to the procedures set out in the following paragraph 6.11.

Once the renewal procedure has been completed as described above, the Service(s) shall be renewed for the time period requested, commencing from the expiry date even in the event that the renewal procedure is concluded after the normal expiry date.

6.4 The Customer acknowledges that his or her credit card details, if used for making the payment for the Service(s), shall be stored by Aruba's Bank to allow it to perform therewith payment of any other service provided by Aruba.

6.5 The Customer hereby acknowledges and accepts that he or she may disable the automatic renewal at any time from the specific field of the Customer Area, in any case: i) by deleting and/or removing, also from the Customer Area, the unique identification code of one or more Credit Cards and/or one or more PayPal accounts and/or ii) for so-called 'PayPal' payment, by disabling independently in his or her PayPal account the option permitting automatic payments. Once automatic renewal has been disabled, the Service(s) may be renewed only according to the ordinary procedure set out in paragraph 3 above; in addition, the provisions of the subsequent paragraph 4 shall apply.

The Customer hereby acknowledges and accepts that in the event of item (ii) of this paragraph, the operation shall take place in an asynchronous mode.

6.6 Subject to the provisions of other documents forming

part of this Contract, the Customer hereby acknowledges and accepts that on the expiration date of each Service and, in any case, at the end of the Contract for whatever reason, the Parties shall automatically be discharged from the respective obligations; the Customer hereby acknowledges and accepts that it shall be his or her exclusive burden to obtain and store a copy of data, information and/or contents processed by way of the Service(s), it being understood that once the Contract has ended or the Service has expired, said data, information and/or contents may not be recovered anymore. In any event, the Customer hereby holds Aruba harmless for any and all liability for any loss or total or partial damage of data, information and/or contents entered and/or processed by said Customer by way of the Service(s).

The Customer shall remain solely responsible for any recovery of the data, information and/or contents entered and/or processed by the same, following reactivation of the Service as mentioned herein, if necessary by entering into a new Contract.

6.7 In any case in which the domain name, registered and/or maintained by the Registration Authority responsible for the Services provided by Aruba, is transferred to another Provider before the expiry of the Service, the Contract will be deemed ceased at the end of the transfer procedure, where this is concluded prior to the expiry; otherwise, it will cease on the date originally agreed. Any reimbursement by Aruba with respect to the Customer for the period of time in which he/she has not used the Service is explicitly excluded.

6.8 If the Service is not renewed upon expiration and up to the actual cancellation of the domain name from the Register of the Competent Authority, the Customer expressly authorises Aruba, now for then, to link the domain name to a Web page containing advertisements. In this case the registration data in the Whois Register of the Competent Authority will remain unchanged. The Customer declares not requesting or expecting anything from Aruba regarding its actions under said authorisation.

6.9 Notwithstanding the above, the Customer hereby grants Aruba, which accepts, an express mandate without powers of representation, to keep the registration of the domain name and/or Premium Domain active in Aruba's name, but on the Customer's behalf, even after it has expired and until otherwise requested by that Customer, in return for a refund of the money paid by Aruba to keep the registration of the domain name active. In this regard, all the powers necessary for this purpose are conferred on Aruba, including the power to change the data relating to the holder of the domain name and/or to use the Auth Info code associated with said domain. This mandate is assumed to have been fulfilled if the registration of the domain in question is maintained in the name of another company in the Aruba Group. The Customer does not owe anything to Aruba for the fulfilment of the mandate.

6.10 It is to be understood that all the services associated with the domain name will still be disabled (but not limited to: hosting, email and any Additional Services).

6.11 Following the expiry date of the Service(s) and within the deadlines set by the individual competent Authorities, as indicated on the website, <https://guide.hosting.aruba.it/home.aspx>, the Customer may recover the registration of the domain name or ask for it to be reassigned to him or her, in accordance with the procedures and the conditions indicated by Aruba, by paying the fee for all the services that he/she wishes to activate and any further amounts necessary for the recovery of the domain name from the competent Authority, as indicated on the website, <https://hosting.aruba.it/en/home.aspx>.

7. Fees, payment terms and methods and guarantees

7.1 Unless a specific, separate and different agreement exists between the Parties, the payment of the amount of the Service as indicated in the Price List will be made by the Customer at the same time as the sending of the Order Form and in any case prior to its activation.

7.2 Any payment made by the Customer will have its own identification number and Aruba will issue an invoice for it in the month it relates to. The VAT due will be applied to all invoiced amounts which, together with any other tax expenses arising from the execution of the Contract, will be charged to the Customer. In any case, the Customer, now for then, releases Aruba from any and all liability arising from transactions or payments made.

7.3 The Customer acknowledges and agrees that:

a) the payment of the price of the service must be performed according to the conditions published at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx> and
b) for the purposes of determining the activation times, he/she is expressly and exclusively responsible for choosing a payment method taking into account the average time for processing the payments indicated at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx>; and for the effect,
c) he/she is expressly and exclusively responsible for paying the price for the renewal of the Service in a timely manner in order to be able to ensure its continuity and, anyway, before it is disabled due to the expiry of the Contract, also taking into account for this purpose the processing times of payments specified in section b) of this article.

7.4 The Customer acknowledges and expressly agrees that the invoice may be sent and/or made available in electronic format.

7.5 The Customer will be able to use any residual credits thereof for any reason not attributed to any Service to purchase or renew any other services provided by Aruba. This option may be exercised by the Customer no later than 12 (twelve) months from the date of payment of these credits using the methods indicated at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx>. If the deadline

indicated above passes without the Customer having used the afore-mentioned credit, this will be deemed definitively purchased and claimed by Aruba and the Customer will not be able to request a refund or its use.

7.6 In the event of ordering the Service and/or Additional Services during a free promotion, the provisions of these Provision Terms and Conditions relating to the payment of the fee will not apply until the respective expiry date. The afore-mentioned Service can be renewed according to the procedures indicated in art. 6 above.

7.7 By reason of exclusive opportunity assessments carried out by Aruba, the latter reserves the right to ask the Customer, either before or after the Finalisation of the Contract, for the provision of a suitable means of guarantee and/or procedures and/or specific payment terms for the fulfilment of the Customer's obligations arising from it.

7.8 Customers who wish to pay for the Service and/or the Additional Services by Credit card, agree and accept that the bank indicated by Aruba stores their Credit card details, which can be used by Customers to pay for any other service provided by Aruba.

8. Delayed or non-payment

8.1 The Customer may not raise any objections if s/he has not first successfully made the payments provided for by the Contract and provided Aruba with the relevant documentation.

8.2 In the case where, for whatever reason, the payment of the price is invalid or is revoked or cancelled by the Customer, or is not carried out, confirmed or credited to Aruba, the latter reserves the right to suspend and/or interrupt the activation and/or the provision of Service if already activated, with immediate effect. During the suspension of the Service, for any reason, the Customer will not have access to data and/or information and/or content entered, transmitted and/or processed by them by means of the Service.

9. Aruba's obligations and limitations of liability

9.1 Aruba guarantees the Customer the provision and use of the Service 24/7/365 in accordance with that laid down in the Technical Specifications of the Contract.

9.2 Aruba's obligations and responsibilities to the customer are exclusively those defined by the contract therefore in the event of any breach or default attributable to Aruba, it will not be liable for an amount higher than that paid by the Customer for the single Service, ordered or renewed, concerned by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damage of any nature and type is expressly excluded, now for then.

9.3 Aruba does not perform specific backups to the data and/or information and/or content processed by the Customer, through the Service, with the exception of the

backup of all of the content of the storage that Aruba, as its own precaution, periodically performs for the purposes of a possible restoration of the Service; this does not however, release the Customer from making a complete backup of the data and/or information and/or content from entered and/or processed by them by means of the Service and taking all the necessary safety measures to protect them. Aruba in each case offers no guarantees regarding the use of the Service with regard to the protection and storage of these data and/or information and/or content, except for the activation by the Customer of the specific accessory service. Even in cases where the Customer has purchased the backup Service from Aruba, as the above service reduces the risk of data loss and makes it easier for the Customer to have the copy of the data, the possibility that the backup copy, also for reasons of a technical nature, may not be available at the moment when the customer intends to use it is not ruled out.

9.4 Aruba will not in any case be deemed responsible for the use made of the Service in relation to critical situations which involve, for example, specific risks to the safety of people, environmental damage, specific risks in relation to mass transport services, the management of nuclear and chemical power plants and medical devices; in such cases, Aruba is available to assess and negotiate a specific "mission critical" agreement with the Customer with any respective SLAs.

9.5 Aruba does not offer any guarantee regarding the validity and effectiveness, even evidential, of the Service or of any data, information, message, act or document associated therewith or however placed, release, transmitted, stored or in any way processed by the Service:

- a) when the Customer intends to use them or prove their value in states or jurisdictions other than Italy,
- b) for their secrecy and/or integrity (in the sense that any breaches of the latter can, as a rule, be detected by the User or recipient through the verification procedure).

9.6 Aruba does not, in any case, assume any liability for any information, data, contents entered or transmitted and, in any case, processed by the Customer via the Service and, in general, for the use made by them of the afore-mentioned Service and reserves the right to take any initiative and actions, to protect its rights and interests, including notifying those concerned of useful data to permit the identification of the Customer.

9.7 It is to be understood, and the Customer acknowledges and agrees to this, that Aruba is not in any way liable for the damage suffered by the Customer and/or by third parties, either directly or indirectly, as a result of the use of the Service.

9.8 In the case where the Customer is a Public Authority, Aruba assumes all the obligations of traceability of the cash flows referred to in art. 3 of the Law of 13 August 2010 no. 136 and subsequent amendments and additions.

9.9 Aruba reserves the right to periodically change the login details for the Service, which will be promptly

communicated to the customer by sending to the reference email inboxes.

9.10 Aruba assumes obligations of means and not of result. Aruba may not be liable for any direct or indirect damage suffered by the Customer as a result of errors in the information it has provided Aruba with and therefore for the failure to allocate the domain name to the Customer, for any reason. Aruba does not guarantee that the Services ordered by Customer are perfectly adapted for any particular purpose, or the Customer's needs.

9.11 Aruba is committed to ensuring the best functionality of the system, but does not assume any liability in respect of either the Customer or third parties for delays, malfunctions, suspension and/or interruption in the provision of the Service due to causes not attributable to it, such as by way of example but not limited to:

- a) unforeseeable circumstances, catastrophic events of force majeure;
- b) act by a third party, even Aruba's supplier;
- c) malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;
- d) tampering or interventions on services or on the equipment performed by the Customer or by Third parties not authorised by Aruba;
- e) faults and malfunctions of the machines and software, whether owned by Aruba or its suppliers.

9.12 It is agreed, and the Customer accepts, that Aruba shall take no responsibility both for the Customer and Third Parties for any provisions which the competent Authority may implement directly on the domain name and for the consequences which such provisions may have, by way of example only, in terms of use of the Service and/or visibility of the corresponding website on the internet.

10. Customer's obligations and rights

10.1 The Customer has the right to use the Service 24/7/365 according to the Technical Specifications and as indicated in the Contract and acknowledges that, in any case of a breach or default attributable to Aruba, it will not be liable for an amount higher than that paid by the Customer for the single Service, ordered or renewed, concerned by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damage of any nature and type is expressly excluded, now for then.

10.2.1 The Customer also provides a guarantee, in accordance with art. 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that the data and information sent to Suppliers for entering into the Contract are true, correct and allow for their identification, and undertakes to inform Suppliers of any changes therein, including the e-mail address shown in the Order Form. The Suppliers reserve the right to verify such data and/or information by also requesting any additional documentation that the Customer henceforth agrees to submit. If the

Customer, on identification, is found to have concealed its true identity or to have falsely stated that it is another party, which may also involve the use of untrue personal documents, or if it has acted in such a way as to compromise the identification process, it acknowledges and accepts that it will be held liable, which includes criminal liability, for the false declarations and/or for the use of false documents, and will also be deemed exclusively liable for all damages that have and shall be suffered by the Suppliers and/or by third parties as a result of the inaccuracy and/or false nature of the information submitted, hereby assuming the obligation to hold the Suppliers harmless against any claim, action and/or indemnity or compensation claim for damages that may be brought against them by any party.

10.2.2 If any error is highlighted in the electronic invoice issued by Aruba, the Customer has an obligation to provide any missing data or make the necessary corrections, following the process provided by Aruba and as described in full at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione.aspx>. Depending on the software used by the Service, the invoicing data updated by the Customer could also be replicated in the statistical records and/or in the Interested Party's data. Aruba may not therefore be deemed liable for any penalties, losses or damages resulting, directly or indirectly, from delays or errors in the updating of said data, liability for which rests wholly with the Customer.

10.3.1 The Customer is required to check the accuracy of the data in the database of the Authority responsible for the extension selected within 15 (fifteen) days from the date of activation of the Services; in the case where the Customer does not raise an exception over the accuracy of his/her data within this period, they will be deemed to be correct.

10.3.2 The competent Authority shall, without prejudice, in any event and at all times, be entitled to check that the data and contact information stated by the Customer for the registration of the domain name (Registrant Details) are correct, and that the requests for changes within the same context are legitimate (so-called trade process), also by requiring that they be confirmed directly by the Customer and/or the parties in question by email and to suspend the domain name or cancel the change made to it, if the Customer fails to respond by the given deadline.

10.4 The Customer acknowledges and agrees that the registration of a domain name involves entering his/her personal data in a public register kept at the Registration Authority responsible for the extension selected, except in cases where the customer:

- a) has requested to hide his/her personal data as indicated by the ccTLD ".it" Registry at <https://www.nic.it/en>, for domains with .it extensions;
- b) has purchased the "whois privacy statement" Additional Service, according to the conditions described in the Article 5.3 above and under the conditions indicated at <https://hosting.aruba.it/en/home.aspx>, and has planned to hide his/her personal data on the whois registry of the Registration Authority responsible for domains with a

different extension from .it and .eu, provided that the extension choice is among those available for the above service and indicated on the website <https://hosting.aruba.it/en/home.aspx>.

It is understood that Aruba reserves the right to report this information, to protect its rights and interests, and that, in the absence of a renewal of the afore-mentioned Additional Service the Customer's personal information will be visible on the Whois register of the competent Registration Authority.

10.5 Without prejudice to the provisions in respect to the processing of the data referred to in art. 5.5 above the Customer guarantees, with reference to the third party data processed when ordering and/or using the Service, having previously provided the information referred to in art. 13 of Legislative Decree 196/2003 and REGULATION (EU) 2016/679, and having acquired their consent to processing. However, it is understood that the Customer is, with respect to this data, the independent Owner of the processing and assumes all of the obligations and responsibilities related to it to release Aruba, in accordance with art. 10.17 below from any dispute, claim or request made by a third party, in or out of court in relation to these processing scenarios. In any case, once the Customer has accessed the Service he/she is the sole owner, in accordance with Legislative Decree 196/03 and with REGULATION (EU) 2016/679, the processing of any data entered and/or processed by the actual Service.

10.6 The Customer declares having all the technical knowledge required to ensure the correct use, administration and management of the Service and, in any case acknowledges and accepts that the processing of data and/or information and/or content that he/she has implemented by means of the afore-mentioned Service and its subsequent dissemination on the internet via the same Service has been performed solely at the Customer's own risk and under his/her responsibility.

10.7 The Customer acknowledges and agrees that any operation performed by means of the Service is presumed to be carried out by the Customer and that the knowledge by a third party of the login details or additional codes assigned to the Customer by Aruba, may allow the latter to unduly use the Service and access the information and/or the contents or data processed by it. Therefore, the Customer undertakes to store and use the afore-mentioned login details/codes with the utmost confidentiality and ensure that they are changed periodically with a frequency not greater than 3 (three) months, as well as to inform Aruba of any unauthorised use or any other security breach identified.

10.8 The Customer acknowledges and agrees that being granted a domain name does not confer any right to use the name and:

- a) acknowledges having the right to use and/or the legal availability of the domain name requested and not to harm, with this registration request and/or with the domain name chosen, the rights and/or interests of third parties;
- b) undertakes to only use the Service for lawful purposes and permitted by the provisions of law applicable from time to

time, by customs and habits, by diligence rules and in any case, without violating any rights of any third parties, by assuming all responsibility in this respect. The Customer declares, also, being the sole administrator of the Service and as such claims to be solely responsible (i) at his/her own risk, for the management of data and/or information and/or content processed via the Service, its security and its storage and for the fulfilment of every other activity deemed useful or necessary to ensure the integrity, striving for the effect, to apply, at its expense and care, suitable and appropriate security measures; (ii) the content of the information, the sounds, texts, images, elements of form and the data that is accessible and/or made available via the Service and for any reason, transmitted, distributed or made available online by the Customer; (iii) for malfunctions of the Service for any use not conforming to the User Policy for Aruba Services; (iv) for the loss or dissemination of the codes to use the Service or other codes assigned by Aruba; (v) for the management of access to its control panel (any connection, change to the Service or order via the Customer's control panel is deemed to be performed by the Customer).

10.9 The Customer agrees to observe the regulations found in the documents indicated below, without reservations over their content, by declaring that having acknowledged the following:

- a) the rules for the good use of network resources, contained in the document "Netiquette", published on the website of the Italian Naming Authority (<https://www.nic.it/en>) at <https://www.nic.it/en/register-your-it/technical-standards-and-norms>;
- b) the provisions found in the Aruba Guides, at <https://assistenza.aruba.it/en>;
- c) the provisions of the policy provided by the Registration Authorities responsible for the domain extension chosen, published on the relevant institutional sites such as for domains with the extension .it, Regulations and Guidelines of the ccTLD.it, published on the website <https://www.nic.it/en>, for domains with the extension .eu, those published on the website <https://eurid.eu/en>, for domains with an extension other than .it and .eu those published at <https://opensrs.com>, such as by way of example only those published at https://opensrs.com/wp-content/uploads/Tucows_ExhibitA.html;
- d) the UDRP policy and the ICANN Transfer Policy available at <http://www.icann.org/en/dndr/udrp/policy.htm> and <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>, and the ".it" ccTLD Registration Policy, https://www.nic.it/sites/default/files/documenti/2019/LGRI_soluzionedispute_ENG_v3.2_ING.pdf;
- e) the documents provided by ICANN and published at <https://www.icann.org>, such as by way of example only those published at <https://www.icann.org/resources/pages/benefits-2013-09-16-en>, and <https://www.icann.org/resources/pages/registrars-0d->

[2012-02-25-en](#).

f) in the case of registering domains with the extension .bio, the .bio domain names policy is published on the website

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBoLEAX>.

10.10 The Customer undertakes, now for then, to promptly check, and in any case within the terms indicated by Aruba, what is notified by Aruba in relation to the following:

- a) there are good grounds for believing that the Service is being used by unauthorised Third parties; or
- b) the Customer is involved, in any way, in proceedings in or out of court of a civil, criminal or administrative nature in which the said dispute concerns acts and behaviour implemented via the Service; or
- c) the Customer's behaviour warrants the well-founded and reasonable fear that s/he may be in breach of the contract or is responsible for one or more breaches of its provisions; or
- d) the Customer is using equipment and/or software which is faulty or not approved, or with malfunctions which may cause security problems and/or vulnerabilities of the Service, damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and things.

10.11 The Customer declares having valid software licenses that s/he has inserted and used by means of the Service and bears the associated costs.

10.12 The Customer must have, at his/her own expense and under his/her own responsibility, all the equipment (by way of example but not limited to, telephone, data sending, processing and programs) appropriate and necessary to access and use the Service. Aruba does not offer any guarantees regarding the compatibility of the equipment and programs (hardware and software), or the applications used by the Customer with the Service, even if made available by Aruba, as all the relevant checks are at the sole expense of the Customer.

10.13 As regards proof of all the operations carried out by the Control Panel the Customer acknowledges and accepts, for themselves and for the third parties which it has allowed to use the Service, for any reason, for which only authentic Aruba LOGS kept in accordance with the law, as indicated in Aruba Privacy Policy will be deemed valid. The Customer is solely and exclusively responsible for any other operation performed by him/her or by third parties or directly by them, in the use, management and administration of the Service; accordingly with regard to these operations s/he undertakes to:

- a) comply or to make third parties comply with the legislation in force from time to time applicable to them, including the data protection law (REGULATION (EU) 2016/679);
- b) to defend, indemnify and hold Aruba harmless from any direct or indirect request or claim for damages, of any nature and type, from anyone who instigates proceedings in this regard.

10.14 The Customer as of now, in accordance with art. 1407 of the Italian Civil Code, consents to Aruba being able to assign the Contract to Third Parties and/or transfer, in whole or in part, its rights and/or obligations arising from the Contract to Third Parties.

10.15 The Customer acknowledges that the internet cannot be controlled by Aruba and that due to the unusual structure of the network itself is not possible to guarantee its performance and its functionality or check the contents of the information transmitted through it. For this reason no responsibility can be attributed to Aruba for the sending or receiving of illegal information of any nature and type.

10.16 Without prejudice to the provisions in art. 16.2 below, in the case of free and/or purchased services provided by third party suppliers also through Aruba or as part of the Service provided by the latter, the Customer, now for then:

a) accepts the relevant terms and conditions for the provision and undertakes to make use of said services in accordance with the procedures and conditions indicated by said suppliers and made available on Aruba's website and/or on any other website that the latter may refer to.

b) Acknowledges and agrees that Aruba remains uninvolved in the provision of said services and in the relationship between the Customer and the third party service provider, said relationship being governed exclusively by the relevant contractual conditions adopted completely independently of it, with the Customer assuming all obligations and responsibilities associated with them and holding Aruba itself harmless against any dispute, claim or demand, also brought by third parties, judicially or extra judicially, in relation to said services, also with respect to, and including but not limited to, any malfunctions of said services, their failure to meet the Customer's requirements, and/or any consequences for the Customer and/or to the Services that may result from the use and/or installation of said services and/or from updating them.

10.17 The Customer assumes, in an exclusive way, all liability that derives from the ownership, use, management and content of the domain and undertakes, now for then, to indemnify and hold harmless Aruba from any and all requests and/or claims by a third party for damage caused by or through the use of the Service. The Customer shall bear all the costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform Aruba if such action were to be instigated in their respect.

10.18 Notwithstanding the above, any Customer with a ".gTLD" domain now for then authorizes OpenSRS/Tucows, ICANN's accredited Registrar, to validate and approve, in the Customer's interests, the relevant request to change the registrant, appointing OpenSRS/Tucows as "Designated Agent", pursuant to and for the purposes of the ICANN "Transfer Policy", available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> referred to in art. 10.9 letter d) above.

11. Support and maintenance

11.1 Technical support is exclusively offered within the times and in the manner indicated at <https://assistenza.aruba.it/en>. The Customer is required in each case to promptly notify Aruba of any irregularities or malfunctions that he/she detects with the Service. Aruba will make every reasonable effort to deal with the problems reported by the Customer as soon as possible, in line with the times at which the support service is provided and indicated at <https://assistenza.aruba.it/en>.

11.2 Aruba may perform any "customized" operations and, in any case, actions designed to provide the necessary technical assistance to ensure smooth running of the Service. In such cases the Customer authorizes Aruba and/or any companies appointed thereby to carry out the technical assistance requested and/or necessary; the Customer acknowledges and agrees that this assistance occurs on variable schedules depending on the following criteria: a) the type of action requested; b) the arrival time of the action request; c) the nature of the priority of the action request. In order to allow correct and rapid implementation of the action required, the Customer is obliged to provide all the specifications and information requested by Aruba. When the action as per this paragraph is purely of a technical nature, the Customer:

a) is aware that such support/maintenance work involves a high degree of risk for the Service, or for the integrity of the data and/or information and/or content entered and/or processed via the service; and

b) acknowledges and agrees that Aruba, in performing the action, assumes no obligation of means nor of ends, and that, under no circumstances, will it participate in the management or perform operations on data and/or information and/or content processed and/or placed by him/her through the Services and/or at a remote location not participating in and/or in any way determining the same; and

c) agrees, now for then, to take on all the associated risks; and

d) undertakes, now for then, to make, prior to the support/maintenance work, a full backup copy of the data and/or information and/or content entered and/or processed via the service.

11.3 Aruba S.p.a. is committed to ensuring a level of professionalism appropriate for performing the activities required at the state of the art and with the required diligence and for the time strictly necessary for the provision of the requested service, and at the same time without acquiring and/or storing information in the Customer's archives.

11.4 Notwithstanding the above, the Customer once and for all in any case relieves Aruba and or the Companies controlled by it as well as the external companies appointed for its operations and their staff from any liability for any direct or indirect damages of any nature or kind sustained

and that may be sustained due to or because of the assistance as per this Art. 11.

11.5 Aruba reserves the right to suspend or stop the delivery of Services for technical support/maintenance work. In this case the Customer will be notified by email with 7 (seven) days' notice; the notification will also indicate the time frame for the recovery.

11.6 The Customer hereby acknowledges and accepts that Aruba uses so-called "patching" software systems which automatically remove and fix any vulnerabilities, malware and/or viruses found in the files uploaded by the customer in the web space at his or her disposal. As such, the Customer hereby releases Aruba from liability for any direct or indirect damages of any nature or kind sustained and that may be sustained due to or because of such actions, including, but not limited to, those resulting from the interruption of Service and/or downtime of the website and/or loss of data.

12. Suspension of the Service

12.1 Without prejudice to the application of the Art.14 and 15 below, Aruba, at its discretion and without the exercising this right being contested as a failure or breach of Contract, reserves the right to suspend the Service, even without notice in the event that:

- a) the Customer becomes non-compliant or breaches even only one of the provisions contained in the Contract, including those contained in the Aruba Services User Policy;
- b) the Customer fails to respond, in whole or in part, to Aruba's requests or in any event, his/her conduct is such as to induce the founded and reasonable fear that the Customer may be breaching the Contract or be responsible for one or more breaches of its provisions;
- c) there is good reason to believe that the service is being used by unauthorised third parties;
- d) there are cases of force majeure or circumstances which, at the sole discretion of Aruba, impose emergency support/maintenance work to be performed or relating to the resolution of safety problems, danger to the entire network and/or persons or things; in this case, the Service will be restored when Aruba, at its discretion, has determined that the reasons which caused its suspension/termination have actually been removed or deleted;
- e) the Customer is involved, in any way, in any judicial or even non-judicial proceedings of a civil, criminal or administrative nature and in any case in which the said dispute concerns the domain name registered, its contents, email inboxes or acts and behaviours implemented via them. In this case, Aruba reserves the right to renew, at its discretion and by way of a mere courtesy and then without assuming any obligation in relation to the Customer or by Third Parties by doing so, the registration of the domain name with the competent authority for one or more years while, however, maintaining the measures previously

adopted. The legitimate assignee of the domain name concerned in the dispute may obtain the availability, after having paid Aruba the price of the renewal or renewals carried out by them according to the terms above.

- f) is required by the Judicial Authority;
 - g) there are justifiable reasons of security and/or guarantee of confidentiality;
 - h) if the Customer uses faulty or uncertified equipment or it features malfunctions that may cause security issues and/or vulnerabilities for the Service or that may damage the integrity of the network, disrupt the Service and/or generate risks to the physical safety of people and things.
- In any case of suspension of the Service due to the Customer any action by Aruba for compensation for damages remains without prejudice.

12.2 Aruba is committed to ensuring the best functionality of the system, but does not assume any liability in respect of either its Customers or third parties for delays, malfunctions, suspension and/or interruption in the provision of the Service due to causes not attributable to it, such as by way of example but not limited to:

- a) unforeseeable circumstances, catastrophic events of force majeure;
- b) act by a third party, even Aruba's supplier;
- c) malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;
- d) tampering or support/maintenance work on services or on the equipment performed by the Customer or by Third parties not authorised by Aruba;
- e) faults and malfunctions of the machines and software, whether owned by Aruba or its suppliers.

12.3 In any case of suspension of the Service due to the Customer any action by Aruba for compensation for damages remains without prejudice. During the suspension of the Service, for any reason, the Customer may not have access to data and/or information and/or content entered and/or processed by them by means of the Service. It is understood that in these cases, Aruba will not be liable for any loss, damage or injury suffered and/or to be suffered by the Customer and/or by Third Parties, whether directly or indirectly, foreseeable or unforeseeable events, including by way of example but not limited to, economic/financial, business, revenue and profit and/or goodwill losses; therefore, the Customer acknowledges and accepts that s/he cannot expect anything from Aruba by way of compensation, indemnity, reimbursement or similar.

13. Withdrawal

13.1 Customer qualifying as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw under the conditions set forth in arts. 52 et seq. of the Consumer Code within 14 (fourteen) days from the date on which the Contract is signed without any penalty and without indicating the reasons

thereof. Specifically, the Customer must expressly convey their wish to withdraw by using the form at <https://hosting.aruba.it/en/terms-conditions.aspx>, or any other explicit declaration of their wish to withdraw from the contract by sending notification of withdrawal exclusively by registered letter, with confirmation of receipt, to the contact details indicated in art. 19 below or by certified email (PEC) to the address recessi@aruba.pec.it, or by opening a support request on the website <https://assistenza.aruba.it/en>. In the event of withdrawal, Aruba shall reimburse 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 way of the same means of payment used by the Customer for payment, or by using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the reimbursement.

13.2 Subject to the above, whether or not qualifying as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), the Customer shall always have the right to withdraw from the Contract at any time, without any penalty and without stating the reasons for said withdrawal, by written notification and attaching a copy of an identification document, sent by registered letter with confirmation of receipt to the contact details indicated in art. 19 below or by certified email (PEC) to the address recessi@aruba.pec.it, or by opening a support request on the website <https://assistenza.aruba.it/en>. Withdrawal shall be effective within 30 (thirty) days from the date of receipt by the Aruba of said notification, thereby justifying Aruba's deactivation of the Service and any reimbursement of the fee paid 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 Decree Law 7/2007 converted into Law 40/2007.

13.2.1 With specific reference to the purchase of registration rights for Premium Domain Names, the Customer - qualifiable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code") - hereby grants express consent for transfer to be performed immediately after conclusion of the Contract, and in such case accepts waiving pursuant to art. 59.9 a) Consumer Code, the right to withdraw from the Contract and as a consequence losing the right to reimbursement of that paid.

13.2.2 With specific reference to the purchase of registration rights for Premium Domain Names, a Customer not qualifiable as a "consumer" hereby acknowledges and accepts not being able to exercise - as an exception to the provisions of paragraph 13.2 above - the right to withdraw from the Contract and, consequently, losing any right to reimbursement of that paid for the transfer of the registration to his or her name for said domain name.

13.4 Notwithstanding the provisions of the above

paragraphs of this Article, Aruba hereby reserves 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 the case in which

(i) events are determined by causes of force majeure;
(ii) the Customer is entered in the register of protests, is declared insolvent, and has been declared or undergone bankruptcy;
(iii) is delinquent for any reason in respect of Aruba, also for Contracts other than this one;
by virtue of which Aruba reserves the right to terminate this agreement with immediate effect.

13.4.1 At the end of the period indicated above, the Contract shall be considered ceased and/or terminated and Aruba may deactivate the Service at any time without further notice and refund the Customer the percentage of the amount paid, corresponding to the number of days not used, until the next natural expiration of the Contract, minus any costs incurred and/or to be borne. In any case, any further liability for Aruba for exercising the right of withdrawal and/or for loss of use of the Service by the Customer or the consequent right to expect any other reimbursement or compensation or damages of any type and kind remains explicitly ruled out.

14. Express termination clause - termination for non-fulfilment - termination conditions

14.1 Without prejudice to the provisions of other clauses of the Contract, it will be considered terminated with immediate effect, in accordance with and for the effects of art. 1456 of the Italian Civil Code, where the Customer:

- a) breaches the obligations set out in Articles 10, 17 and 18 of these Terms and Conditions as well as the provisions provided in documents to which he/she shall refer to; or,
- b) violates the obligations provided for in Articles 7 of Section II, 5 of Section III, 10 of Section IV of terms and conditions;
- c) breaches the Usage Policy for Aruba services; or,
- d) performs any illegal activity, by using the Service;
- e) assigns all or part of the contract to third parties, without prior written consent from Aruba.

14.2 In addition, in the event of failure to comply with its obligations under the Agreement, Aruba reserves the right to send to the Customer, at any time, for all purposes and effects referred to in Art. 1454 of the [Italian] Civil Code formal notice within 15 (fifteen) days of receipt of the registered mail letter.

14.3 As of the date of termination of the Contract, which occurred in the cases provided for in this article, the Service will be deactivated without notice. In this case, the Customer acknowledges and agrees that the sums paid will be retained by Aruba by way of penalty and Aruba may charge the Customer any additional costs that it has had to bear, in each case without prejudice its right to compensation for any damage suffered.

15. Amendments to the Agreement and/or Aruba Policy

15.1 The Customer acknowledges and agrees that the Service which is the subject of the Agreement is characterised by changing technology, for these reasons Aruba reserves the right to improve the technical and economic features of the Service and the instruments related to it and vary the terms of the Agreement at any time, even after its signing, without this leading to obligations arising of any kind in respect of the Customer. The software licensing costs paid through Aruba to their respective licensors will be adjusted automatically in case of a price change for the licensee.

15.2 Should Aruba make technical-economic changes which are deemed detrimental or damaging in terms of performance and/or pricing or make changes to any part of the contract conditions, the Customer shall be informed of such changes via e-mail or publication on the site <https://hosting.aruba.it/en/home.aspx>. The above-mentioned changes shall take effect 30 (thirty) days after the date of their communication, except for the changes to the financial terms relating to a Contract already executed as of the date thereof, which shall apply effective from the first subsequent renewal. Should the Customer not wish to accept the aforementioned changes, including those concerning fees, they may exercise their right to withdraw from the Contract with written communication to be sent by registered mail, with confirmation of receipt. to Aruba S.p.A., Loc. Palazzetto 4, 52011 Bibbiena (Arezzo) or by certified email (PEC) to the address recessi@aruba.pec.it, or by opening a support request on the website <https://assistenza.aruba.it/en>. In the absence of exercising the right of withdrawal by the Customer, in the terms and ways indicated above, the variations shall be interpreted as definitively known and accepted by them.

15.3 Notwithstanding the above, Aruba may vary the technical features, systems or resources as a result of normal technological evolutions to the hardware and software components guaranteeing the Customer the same functionality.

15.4 If Aruba makes technical-economic changes that are pejorative or burdensome in performance and/or economic terms or changes the terms of the contract in any part, the Customer will be notified of said changes via email or publication on the website <https://hosting.aruba.it/en/home.aspx>. These changes will take effect after 30 (thirty) days from the date of their notification. Within the same time period the Customer may exercise the right to withdraw from the contract with written communication to be sent by registered mail with confirmation of receipt to Aruba S.p.A., Loc. Palazzetto 4, 52011 Bibbiena (Arezzo) or by certified email (PEC) to the address recessi@aruba.pec.it, or by opening a support request on the website <https://assistenza.aruba.it/en>. In the absence of exercising the right of withdrawal by the Customer, in the terms and ways indicated above, the

variations shall be interpreted as definitively known and accepted by them. Notwithstanding the above, Aruba may vary the technical features, systems or resources as a result of normal technological evolutions to the hardware and software components guaranteeing the Customer the same functionality.

15.5 Aruba reserves the right to change the Usage Policy of Aruba's services and the Aruba Privacy Policy at any time because of requirements referred to in sub-paragraph 1 above or in compliance with legal provisions; in this case, the Customer may also exercise the rights provided for in paragraph 2 above.

16. Copyright and licensing

16.1 The Customer is obliged to use the Service in compliance with Aruba's intellectual and/or industrial property rights as indicated in the Aruba Services User Policy. Software packages, like any other copyright or other intellectual property, are the exclusive property of Aruba and/or its lessors; therefore the Customer does not purchase any right or entitlement in this regard, and is only entitled to use them during the contractual period.

16.2 In the case of licenses supplied by third party suppliers through Aruba, the Customer acknowledges having reviewed the terms and undertakes to use the software according to the conditions indicated on the respective websites exclusively for his/her own personal use. The Customer undertakes to accept and comply with the terms of these licenses. The Customer declares being aware of the fact that Licenses apply between the Customer and the owner of the copyright with the exclusion of any liability for Aruba.

17. Security of information

The Customer, acknowledging that the company Aruba has been awarded the ISO 27001:2013 certification and has other means and/or instruments deemed suitable to protect information security (physical, logical, computer science and organisational) in the most effective way, undertakes, now and in the future, not to disclose confidential information known or handled in connection with the execution and/or application of the Contract or make it in any way available to third parties in the absence of the specific written consent of Aruba.

18. Final provisions

18.1 This Contract supersedes any previous Contract that may have been concluded between Aruba and the Customer that can be traced back for any reason under the same login details (login and password) regarding the Service and constitutes the ultimate and integral manifestation of agreements concluded between the Parties on this subject. No modification, footnote or clause still be added to this

Contract will be valid and effective between the Parties unless specifically and expressly approved in writing by both parties. In the case of special agreements with the Customer these must be formulated in writing and will constitute an addendum to this agreement.

18.2 In no case may any breaches and/or Customer conduct that differs with respect to the Contract be considered as exceptions to it or tacit acceptance of them, even if not contested by Aruba. Any inertia by Aruba in exercising or enforcing any right or provision of this Contract shall not constitute a waiver of those rights or clauses.

18.3 Unless expressly indicated otherwise in the Contract, all notifications to the Customer will be carried out by Aruba indiscriminately by hand, via email, certified or not, by means of registered mail with return receipt, ordinary post, or by fax to the addresses indicated by the Customer in the ordering stage and, consequently, the notifications shall be considered known by the Customer. Changes to any of the Customer's addresses and contact details including the email address indicated when ordering not communicated to Aruba according to the terms of the Contract will not be able to be invoked.

18.4 With the exception of the cases specifically provided for in the Contract any notifications that the Customer intends to send to Aruba relating to the Contract, including support requests, should be sent by means of a ticket as shown on page <https://assistenza.aruba.it/en>.

18.5 The Customer acknowledges and accepts that the copy of the contract stipulated with Aruba shall be sent by e-mail.

18.6 Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not lead to the invalidity of the others, which should be considered fully valid and effective.

18.7 The Customer acknowledges and accepts that Aruba may disclose to third parties and / or disclose the information in any form relating to the Contract (including, but not limited to: the object, the duration, the name of the Customer) as a reference for the commercial promotion of their products or services.

18.8 The relationship between Aruba and the Customer established in the Contract cannot be understood as relations of mandate, companies, representation, collaboration or association or other similar or equivalent contractual forms.

18.9 The Customer agrees not to assign this Agreement to any third party without the prior written consent of Aruba.

19. Complaints

Any complaints about the provision of the Service should be forwarded to:

Aruba S.p.A. Loc. Palazzetto 4, 52011 Bibbiena (Arezzo), Italy by means of registered letter with acknowledgement of receipt, or forwarded via a ticket from the Aruba support department, within and no later than 7 (seven) days from

the time the occurrence of the subject of complaint. Aruba will investigate the complaint and will provide a written answer within 30 (thirty) days from receipt of the complaint. In the case of complaints with particular complex facts, which do not permit a full reply within the time limits referred to above, Aruba will notify the Customer within the aforementioned times on the progress of the case.

20. Discount coupons

20.1 For the products/services that are part of the initiatives indicated from time to time on the website <https://hosting.aruba.it/en/home.aspx>, the Customer who meets the requirements stated and specified on that page will be eligible for a "discount" granted under the terms of the related promotion.

20.2 Furthermore, the Customer henceforth acknowledges and accepts that the "discount coupon" referred to in paragraph 1 above, unless otherwise specified by Aruba for that particular promotion:

- a) can only be used once within its validity period and cannot be combined with other promotions in progress, unless otherwise specified by Aruba; and
- b) is transferable to third parties; and
- c) unless otherwise specified by Aruba, it cannot be used again in case of cancellation, voiding or failure to fulfil the order for any reason and/or cause; and
- d) its value cannot be refunded to the Customer by Aruba in case of the termination of the agreement for any reason and/or cause; and
- e) of any type, is not refundable or redeemable for cash; and
- f) is not retroactive, therefore it cannot be used with reference to orders already recorded; and
- g) unless otherwise indicated by Aruba, it cannot be used with reference to orders for the renewal of services.

20.3 Notwithstanding the above, Aruba reserves the right, at its sole discretion, to modify, suspend or revoke at any time the possibility of using a "discount coupon", without any prior notice and/or notification.

21. Extended validity

This clause, the other clauses of these Conditions set out below as well as the provisions provided in documents that these clauses refer to will continue to be valid and effective between the Parties even after the termination or the resolution to any cause due or attributable to any party:

1. Definitions
5. Activation and delivery of the Service
9. Aruba's obligations and limitations of liability
10. Customer's obligations and rights
13. Withdrawal
14. Express termination clause - termination for non-fulfilment - termination conditions
16. Copyright and licensing

17. Security of information
23. Applicable law, jurisdiction and competent court

22. Processing of personal data

22.1 The processing of the personal information communicated by the Customer to Aruba for the purposes of implementing this Contract and the subsequent provision of the Service, will comply with Legislative Decree 196/2003, REGULATION (EU) 2016/679, the privacy policy issued by Aruba when registering personal information and with the consent to the processing of the information expressed at the time by the Customer.

22.2 Aruba shall act as autonomous Data Controller, only for the data collection, processing and management phases that are necessary for providing the Services, in accordance with the definitions of roles described in Legislative Decree 196/2003 and Regulation (EU) 2016/679.

22.3 With reference to third-party data entered and/or processed by the Customer at the order phase and/or during use of the Services, the Customer affirms that said parties have been provided, in advance, with the information referred to in article 13 of Regulation (EU) 2016/679 and that said parties' consent has been obtained for such processing. In any event, it is understood that the Customer shall act as autonomous Data Controller for such data, assuming all the obligations and responsibilities associated therewith and holding Aruba harmless against any dispute, claim or other demand that may come from third parties with reference to said data processing.

23. Appointment of the Data Processor

The Customer, for the Services covered by this Contract, hereby appoints Aruba as Data Processor, with the detailed description of the tasks and duties assigned in accordance with this role for the entire duration of the Contract and including any further terms if applicable.

This appointment as Data Processor and the related clauses have a duration equal to that of the Contract signed between the Data Controller and Aruba in relation to the chosen Service.

The appointment and this document shall automatically cease to have effect in the event of termination, withdrawal or loss of effectiveness of the Contract, except when time is needed for the Data Controller to retrieve personal data as contractually agreed between the parties.

Likewise, in the event of tacit Contract renewal, the appointment as Personal Data Processor shall be deemed automatically renewed for a term equal to the contract duration.

I. Data processed by Aruba in the provision of the services covered by the Contract

The Services provided by Aruba, in accordance with their Technical Specifications, allow the Data Controller to process the data in accordance with the timescales and procedures set forth and independently managed by them, without prejudice to the applicable regulations. The scope of Aruba's appointment relates solely to the processing of personal data entered and/or transmitted independently by the Data Controller through the chosen Service and/or within the scope thereof, and in any event in compliance with the purposes aimed at its correct delivery by Aruba and in accordance with the provisions of the applicable regulations in force at any particular time.

It is understood that, in the provision of the Services, pursuant to Legislative Decree 70/2003, Aruba is neither responsible for the information stored at the Data Controller's request, nor obligated to monitor the information it transmits or stores, nor does it have an obligation to actively seek facts or circumstances that indicate the presence of illicit activities.

II. Obligations and rights

As a result of this appointment, Aruba is authorized solely to process the personal data to the extent necessary for performing the activities assigned to it. Aruba is entitled to undertake all activities necessary for ensuring fulfilment of the current relevant provisions as well as the task of organizing, managing and supervising all processing operations concerning personal data communicated to it by the Data Controllers for the purposes of performing the activities covered under the chosen Service. In compliance with the provisions of Regulation (EU) 2016/679 and the regulations concerning the processing of personal data, it is hereby specified that Aruba has the following obligations:

a) to process the personal data entered and/or transmitted within the scope of execution of the Service covered by the Contract, with the technical and security characteristics established pursuant to the provisions thereof, and in accordance with the Manuals, the Technical Specifications governing them and the Codes of Conduct to which Aruba has adhered in relation to the chosen Service, which for the purposes hereof must be regarded as documentation containing the instructions for the processing of data accepted by the Data Controller. In the event that the Data Controller expresses particular needs that require different instructions from the ones described in the aforementioned documentation, they must demonstrate such need to Aruba and describe the measures that need to be guaranteed, which will be evaluated and, providing their implementation is feasible, quoted under a specific offer;

b) to ensure that the persons authorized to process the personal data have pledged confidentiality or have an adequate duty of confidentiality; these parties authorized for data processing, in relation to the performance of the aforementioned activities, shall be specifically assigned such data processing by Aruba, which shall provide them with the necessary instructions and acquaint them with the agreed and prescribed methods as well as with Regulation (EU) 2016/679;

c) to adopt all the measures required pursuant to Article 32 of Regulation (EU) 2016/679; in particular, with regard to the provision of the chosen Service, Aruba shall implement the measures indicated in the Contract, in the Technical Specifications, in the Manuals related to the Service itself and in the Codes of Conduct to which it has adhered in relation to the chosen Service, as well as the procedures it has adopted according to the ISO 27001 standard;

d) to assist the Data Controller - taking into account the nature of the processing - (i) with appropriate technical and organizational measures, as far as possible, in order to respond to requests received for the exercising of the Data Subjects' rights; (ii) so as to ensure compliance with the obligations set out in Articles 32 to 36 of Regulation (EU) 2016/679, also taking into account the information available to the data processor;

e) to cancel or return all the personal data to the Data Controller, at their request, once provision of the services relating to their processing has come to an end, and to delete the existing copies;

f) to make available to the Data Controller all the information necessary for demonstrating compliance with the obligations relating to the appointment set forth in this document, so as to enable and facilitate the revision and verification activities, upon prior agreement in regard to timing and methods, and provided these do not conflict with confidentiality obligations assumed by Aruba and/or with its policies. Costs of these verifications shall be borne by the Data Controller. Accordingly, Aruba shall process the data in compliance with the aforementioned instructions, the guidelines in the Manual governing the Service, any relevant attachments and the provisions of Regulation (EU) 2016/679, and in compliance with the security requirements established for provision of the individual services.

III. Sub-processors

By signing this document, the Data Controller authorizes Aruba to use its own sub-processors, as well as third-party suppliers and companies belonging to the Aruba Group for provision of services (support, maintenance, provision of additional services, providers of networks and electronic communication services) related to the requested service; the Data Controller acknowledges and accepts that this may entail the processing of data by said third parties.

In order to appoint a sub-processor, Aruba guarantees, by means of a separate written contract with said sub-processor, that:

a) the sub-processor shall only access the Data Controller's data to the extent required for fulfilling the obligations delegated to them in accordance with the Contract;

b) the sub-processor shall assume the obligations pursuant to article 28 of the GDPR;

c) Aruba shall remain responsible before the Data Controller for all the obligations assumed, including those that relate to the activities entrusted to the sub-processor.

In order to provide the Data Controller with precise control over the aforementioned third parties, in addition to

complying with the requirements of the entire category of such third parties, Aruba undertakes to constantly update the list of said third parties as well as the appropriate documentation comprising the obligations assumed by said third parties in relation to the costs arising from the processing of the personal data specified herein, where they process data within the scope of the chosen Service.

Aruba undertakes to inform the Data Controller, where required, in the event of any changes made to these third parties.

IV. Breaches

In the case of any events that involve a breach of the data processed by Aruba in relation to the provision of the Services, it shall notify the Data Controller in the manner and within the timescale pursuant to current applicable legislation.

24. Applicable law, jurisdiction and competent court

24.1 The contract shall be governed by Italian law only excluding any application of the United Nations Convention on Contracts for the international sale of goods.

These terms have been drawn up and arranged in compliance and in accordance with the provisions set out in Legislative Decree 206/2005 (Consumer Code) and in Law 40/2007 (Urgent consumer protection measures, the promotion of competition, the development of economic activities and the setting up 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 are understood as being automatically amended, and/or adjusted to that provided in subsequent legal and/or regulatory provisions.

24.2 For matters not expressly provided for in the Contract, the Parties shall refer to, insofar as possible, the laws in force.

24.3 The Italian Judicial Authority will have sole jurisdiction to resolve and decide on any dispute concerning the interpretation and/or execution and/or application of the Contract, except in cases where the Customer has acted and concluded the Contract as a Consumer for purposes unrelated to his/her business or profession; in this case, the Judicial Authority of the State where the Consumer was domiciled when the Contract was concluded will have jurisdiction, except in the case where the Consumer prefers to contact the Italian Judicial Authority.

24.4 When, on the basis of previous clause 2, the jurisdiction of the courts to resolve and decide on any dispute concerning the interpretation and/or execution and/or application of the Contract is identified:

a) by the Italian Judicial Authority, the Court where the defendant is domiciled or has their registered office will be exclusively territorially competent except in cases where the

Customer has acted and concluded the Contract as a Consumer for purposes not related to his/her business or profession; in this case the Judicial Authority of the Court where the Customer was domiciled when the Contract was concluded will be competent, if located in the territory of the Italian state, failing that the Judicial Authority of the Court where the Supplier has their registered office will have sole jurisdiction;

b) by the Judicial Authorities of a State other than the Italian state, the Judicial Authority of the Court where the Customer is domiciled will be exclusively territorially competent, if still located in the territory of the State where he/she was domiciled when concluding the Contract, failing that, or if the Customer preferred to contact the Italian Judicial Authority, the Court where the Supplier has its registered office will be exclusively competent.

SECTION II - SPECIAL CONDITIONS FOR PROVISION OF THE CERTIFIED EMAIL SERVICE (PEC)

1. Definitions

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

Aruba PEC S.p.A.: (also "Aruba PEC" or "Manager") the party registered on the public list of Certified Email Managers, kept and updated by the Digital Italy Agency (also "AgID"), which manages and provides the Certified Email (PEC) Service and the corresponding optional services, with registered offices at Via Sergio Ramelli no. 8, 52100 Arezzo, REA 145843, VAT No. 01879020517;

PEC Box: the Certified Email box defined within a PEC domain with which an electronic document "transport" system is associated, closely resembling the "conventional" email service, but to which features have been added to give users the certainty, with legal value, that the email messages have been delivered (or not) to the intended recipient;

PEC Domain: the domain name dedicated to the PEC box(es) certified by the Manager that is transmitted by the latter in order for it to be registered in the appropriate list kept by AgID that contains only certified email boxes;

Suppliers: Aruba and Aruba PEC S.p.A., which, for the purposes of the Contract, may also act separately from one other;

Operating Manual: The document describing the methods of use and operation of the Aruba PEC Services, drawn up by Aruba PEC and available to download from: <https://www.pec.it/termini-condizioni.aspx>;

PEC Service: the Certified Email (PEC) box and/or other Optional Services granted by the Supplier to the Customer;

User: the natural person to whom the Customer grants use of the individual email box activated with the PEC Service, to whom however no rights and/or obligations arising from this Contract are assigned.

2. Activation, provision of the PEC service and Optional

Services

2.1 The Customer acknowledges and accepts that Aruba is the party which, under an independent contract entered into with the Manager, is authorized to perform PEC Service resale activities and has the authority to issue invoices to the Customer him/her/itself, for the Service ordered by the latter;

2.2 The Suppliers, strictly respecting the chronological order of the requests received, provided that they are supported by the receipt of the confirmation of payment of the service fee, issued by the Body identified as authorized to perform the operation, and by the remaining documentation indicated in these Conditions, shall create and certify the box(es) and any domains requested and purchased and communicate to the Customer, by email to the email address indicated during the order phase or by ordinary mail, if the Customer has opted for this means of communication and has paid the corresponding costs indicated online, the activation of the service and the corresponding login password. It is understood that, if payment is not made, the Suppliers will not certify the boxes and/or domains indicated in the order phase.

2.3 The Customer acknowledges and accepts that third-party knowledge of the former's login password may allow the latter to misuse the services in the former's name as well as to access the former's email box. The Customer therefore undertakes to keep and use this password with the utmost confidentiality and diligence. The Customer shall be held liable for any damage caused to the Suppliers and/or to third parties as a result of non-compliance with the above requirements.

2.4 The Customer acknowledges and accepts that the email box(es) has(have) the capacity stated in the individual offer chosen by the Customer and that, therefore, if the maximum limit stated therein is reached it will no longer be possible to receive messages. The Customer acknowledges and accepts that it is his/her exclusive responsibility to delete messages in order to free up space. The Customer hereby relieves the Suppliers from any responsibility for the failure to receive email messages.

2.5 The Customer to whom an Aruba PEC certified email box is assigned is entitled to purchase, using the relevant online order form and paying the relevant fee, one or more of the Optional Services indicated on the website <https://www.pec.it>. The Customer acknowledges and accepts that the Optional Services are provided according to the methods, terms and technical and financial conditions indicated on the company website and on the support website, in the relevant sections dedicated thereto, which the Customer declares having viewed and accepted and to which full reference is hereby made. It is understood that, regardless of when they are activated, the Optional Services will have the same expiry date as the PEC box with which they are associated and may not be purchased during the 3 (three) months preceding the aforesaid expiry date. The

activation and supply of the Optional Services are governed by these General Conditions and the Operating Manual.

3. Duration and Renewal

3.1 The PEC box purchased as an Optional Service of the domain registered by the Customer shall have the same duration as the contract for the supply of the Aruba.it, Hosting service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or does not renew it on expiry, the PEC boxes associated with it shall be deactivated, with any liability on the part of the Suppliers being henceforth explicitly excluded. The Customer is therefore required to make a backup and/or copy of the content of the PEC boxes before the transfer and/or expiry date, as the Suppliers do not guarantee recovery of the messages subsequent to the non-renewal and/or transfer.

3.2 As the expiry date draws near, as a mere courtesy and therefore without thereby assuming any obligation vis-à-vis the Customer, Aruba shall have the right to send notice of the imminent expiry of said services to the email boxes associated with the Service and also to the PEC boxes activated by the Customer with the Service.

4. The Customer's obligations, prohibitions and responsibilities

4.1 The Customer's obligations are as indicated in the Operating Manual, in the Contract and in this Section.

4.2.1 For the purposes of ordering and making use of the Service, the Customer is required to equip him/her/itself with the necessary hardware and software to use the PEC Service, assuming all responsibility in this regard for its functionality and compatibility with said service and for its correct configuration. The Customer henceforth releases the Suppliers from any liability in relation to any configuration, operational or compatibility issues affecting the hardware or software resources with respect to said service.

4.2.2 In particular, in the case of PEC domains, Aruba shall inform any Customer that has independently made changes to the Service that wholly or partly prevent the PEC Service from functioning correctly and/or which do not comply with the technical rules and/or the requirements of AgID in this regard, that, should the relevant rectifications not be made within the timescale set by the Suppliers, the PEC Service will be suspended and may only be reactivated once the Customer has restored the correct configurations, at the sole discretion of the Suppliers themselves.

4.3 Subject to the provisions of article 2.3 above, the Customer is entitled to decide, at his/her/its own exclusive risk, whether and in what way to grant access to the Service to others; in such cases, even when the access to others is granted via the services provided by the Suppliers, the Customer declares that: (i) he/she/it accepts sole and

exclusive responsibility for such access, being liable for it and for the activities resulting from it, as if they had been performed by the Customer him/her/itself, and (ii) he/she/it henceforth undertakes to indemnify and hold the Suppliers harmless against any request or claim made by anyone for damages caused thereto by or through the use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform the Suppliers if such action is brought against him/her.

4.4 The Customer undertakes to use the Service as indicated in the Contract and on the company website, in accordance with the law, current legislation, ethics and public order. To illustrate, though not exhaustively, the Customer agrees:

a) to abstain from committing any breach of the systems or of network security that may give rise to civil and/or criminal liability;

b) not to use the Service in such a way as to cause harm to him/her/itself or to third parties;

c) to hold harmless and in any event to release the Suppliers from any liability in relation to the content of the messages and all information published online, through the service provided thereto;

d) to use the service only for the purposes permitted by law with a prohibition including, but not limited to, sending, transmitting and/or sharing material:

- that breaches or infringes intellectual property rights, trade secrets, trademarks, patents or other legal or customary rights;

- 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;

- featuring child pornography, pornography or obscene content or in any event content in breach of public morals;

- regarded as violating or attempting to violate the confidentiality of private messages, or intended to harm the integrity of the resources of others or cause direct or indirect damage to anyone (counterfeit software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components);
- relating to spamming or similar activities;

h) to inform the persons authorized to use the PEC boxes on matters concerning their use, as indicated in the Operating Manual;

i) to adopt the appropriate measures to prevent harmful executable code (including, but not limited to, viruses) from being included in email messages.

5. Limitations of liability of the Suppliers

5.1 The Manager's obligations are as indicated in the Operating Manual, to which full reference is made. The Suppliers assume no obligations other than those provided for in these Conditions, in the Operating Manual and in the current laws on certification activities.

5.2 Under no circumstances may the Suppliers be held liable for any direct or indirect damage:

- a) caused to the Customers or to third parties by improper use of the system or by failure to comply with the rules and obligations described in these contractual conditions, in the Aruba PEC operating manual and on the website <https://www.pec.it>;
- b) resulting from force majeure, accidental events, catastrophic events (including but not limited to: fires, explosions, etc.);
- c) caused by failure to store the messages sent and transmitted through the PEC Service, it being understood that such liability is assumed exclusively by the Customer;
- d) resulting from the content of the messages sent and received by means of the PEC Service, it being understood that the civil and criminal liability for the content sent by Certified Email lies with the Customer;
- e) of any kind, suffered by anyone as a result of incorrect use of the login password; the Customer is therefore required to safeguard, and where transmitted to its employees and/or associates, to ensure that they safeguard the login password with the utmost care and confidentiality, being obliged not to assign it or grant its use to third parties;
- f) of any nature and extent suffered by the Customer and/or by third parties due to any tampering or interference with the service or the devices by the Customer and/or by third parties not authorized by the Suppliers;
- g) of any nature, by whoever suffered, resulting from the failure to send or deliver the messages and/or from activities undertaken by the Suppliers in accordance with the provisions of article 4.2.2 above.

In any event, the Customer henceforth undertakes to hold the Suppliers harmless against any and all claims made against them by third parties for any damages as indicated above and acknowledges and expressly accepts that for any type of damage resulting from the use of the PEC Service, except in cases of willful malice or serious negligence, any liability on the part of the Suppliers shall be limited to twice the amount paid and/or owed by the Customer for the individual box as contractually agreed. Any dispute by the Customer must be communicated to the Suppliers, under penalty of forfeiture, within 15 (fifteen) days from the date of the event, by registered mail with confirmation of receipt.

6. Documentation

The Customer acknowledges that, as required by current legislation on Certified Email, Presidential Decree 68/2005, art. 11, the message logs shall be stored by Aruba PEC for at least 30 months. The Customer may therefore request a copy of said logs within such time period, after which the possibility of obtaining a copy of such documentation shall no longer be guaranteed. As regards any other logs generated and stored by the Suppliers, they shall be disclosed in accordance with current legal provisions and shall constitute full and incontrovertible evidence of events

and actions performed by the Customer in relation to the Suppliers.

7. Changes to data

7.1 The Customer must inform the Suppliers promptly of any change to the data indicated during the order phase. The relevant written request for a data change must be sent with the following documentation attached:

- a) A copy of a currently valid identification document (in the case of a natural person);
- b) A copy of a currently valid identification document of the pro tempore legal representative and substitute declaration, issued pursuant to Presidential Decree 445/2000, certifying the status of legal representative (in the case of a legal entity). The Suppliers reserve the right to require the Customer to produce additional documentation, which the latter is required to send, failing which the request made will not be accepted.

7.2 In the event of the death of the holder of the PEC service, the heirs may request the login password for the service within 60 (sixty) days from the death.

7.3 In any case of change of ownership, the transferee or assignee shall take over the transferor's rights and obligations.

7.4 The Customer acknowledges and accepts that, during the contract term, the Suppliers reserve the right, at any time, to request that the Customer provide suitable documentary evidence of his/her/its identity, his/her/its address or residence and, where appropriate, of his/her/its status as legal representative of the legal entity requesting the service. The Customer is required to send the documentation to the requesting Supplier without delay, failing which Art. 4.3 above will be applied.

8. Deactivation of the Service prior to expiry

8.1 The Customer acknowledges and accepts that he/she/it may ask for the deactivation of one or more certified email boxes activated with the Service on a date prior to their expiry, in accordance with the procedures stated in article 14 of the General Conditions - Section I. If the certified email boxes are deactivated on a date that precedes the expiry, the Customer is required to make no further use of them.

8.2 In the event of the right to withdraw from the Contract or the Service being exercised by the Customer or the Suppliers, once the notice period indicated therein has lapsed, the certified email box(es) shall be deactivated and disabled at any time and shall no longer be accessible.

9. Reference to the Operating Manual

For anything not expressly indicated in the above articles, reference should be made to the provisions of the operating manual prepared by Aruba PEC and available on the website www.pec.it, which forms an essential and integral part of

this contract.

10. Appointment of the Suppliers as External Data Processors

As a result of the signing of this Contract, the Suppliers are appointed by the Customer as External Data Processors of the personal data communicated by the Data Controller, as described in article 23 of the general section, for the purposes of provision of the Service.

SECTION III - SPECIAL CONDITIONS FOR THE PROVISION OF ARUBA.IT SMS SERVICES

1. Definitions

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

API - Application Programming Interface: the set of software instructions used by programmers to access the functions of the operating system and of the individual hardware components;

Automatic top-up: this option is available when paying by credit card or PayPal and may be freely activated by the Customer. It allows the Customer to automatically purchase an SMS Package in a preselected format, when an established minimum SMS threshold has been reached.

SMS Package: the option including a quantity of messages and with different features, customizations and limitations as set out at <https://hosting.aruba.it/servizio-sms.aspx>, available via the Panel.

SMS Service: the service provided by Aruba whereby the Customer uses the Technical Panel (him/her/itself or via authorized third parties) to send messaging via the Internet to mobile terminals from one of more SMS Profiles activated by the Customer through the same, including a particular quantity of messages included in an SMS Package, from time to time selected by the Customer, and as otherwise governed by the Technical Specifications.

SMS: acronym of "Short Message Service".

SMS Profile(s): each profile activated by the Customer through the Technical Panel and which can be used through it, with the different features and customizations as set out at <https://hosting.aruba.it/servizio-sms.aspx>.

2. SMS Service activation and provision

2.1 By activating the SMS Service the Customer can start using the Technical Panel or enable authorized third parties to use it directly, it being understood that, for said use, the Customer will always be solely and exclusively liable with respect to Aruba.

2.2 The Customer acknowledges and accepts that the SMS Service is provided in compliance with the limits and in accordance with the requirements and obligations provided for by the relevant legislation currently in force and by the regulatory provisions of the Authorities relating to the sector and which are provided to the Customer by Aruba

under a separate and independent agreement between the same and the company Moby S.p.a. and/or the companies controlled by the latter and/or associated with it.

2.3 It is expressly understood that Aruba does not control or monitor the conduct or actions taken by the Customer through the SMS Service and does not control or monitor the information and/or data and/or content entered into the Technical Panel by the Customer or its employees and/or associates and/or disseminated through the SMS Service; in any event, Aruba remains extraneous to the activities that the Customer performs completely independently by accessing the Technical Panel remotely via the Internet, using its login credentials. In any event, having gained access to the SMS Service, the Customer shall be the only data controller, pursuant to Legislative Decree 196/03 and Regulation (EU) 2016/679, of the processing of any data entered and/or processed for the entire duration of the Contract.

2.4 The provisions pertaining to Automatic Renewal referred to in Section I of the Contract do not apply to the SMS Service.

3. Duration of the SMS Service

3.1 The SMS Service starts from the execution of the Contract and lasts until the expiry date of the last SMS Package activated. The number of messages included in the SMS Package, if not used by its deadline, shall not be cumulative with the one subsequently purchased.

3.2 The Customer hereby acknowledges and accepts that the SMS Package will no longer be usable if it has not been used for a continuous period of twelve months. Any amount remaining unused will be withheld by Aruba and permanently seized by it, in the absence of an express refund request from the Customer, which must be submitted to Aruba within the time limit of 180 days from the day on which said condition occurred.

3.3 On the expiry date of the last SMS Package, and in any event on termination of the contractual relationship for whatever reason, the Contract shall cease to be effective, the SMS Service shall be deactivated and the Parties shall be free of reciprocal obligations. Aruba is henceforth explicitly released from any liability with regard to cessation of the Service itself.

4. Aruba's obligations and limits of liability

Aruba does not carry out any checks, verification and/or identification of the content of the messages and/or data and/or information and/or content processed by the Customer, on its own account or on account of third parties or by the latter if authorized by the Customer, through the SMS Services. In any event, Aruba offers no guarantee regarding the use of the Services with regard to the protection and storage of the aforesaid data, information and/or content.

5. Customer's obligations and rights

5.1 The Customer undertakes, on its own account and on behalf of any third parties whom he/she/it may have authorized to use the SMS Services for any reason, to use the Services solely for lawful and permitted purposes and in full compliance with the provisions of law and/or regulations from time to time in force, with customs and habits, with diligence rules and in any event, without violating any rights of third parties, assuming all responsibility in this respect. The Customer declares that he/she/it is the sole and exclusive administrator of the SMS Service and, as such, declares that he/she/it is solely responsible (i) for the management of data, information and/or content processed in the use of the SMS Service, for their security and storage and for the performance of any other activity deemed useful or necessary for ensuring its integrity, and to this end undertakes to adopt appropriate and adequate security measures, at his/her/its expense and care; (ii) for the content of the information, sounds, texts, images, elements of form and the data that is accessible and/or made available through the SMS Service and in any event, for any reason, transmitted or made available online by the Customer; (iii) for malfunctions of the SMS Service due to any use that does not conform to the Aruba Services User Policy; (iv) for the loss or disclosure of login credentials; (v) for the management of access to the Technical Panel (any connection, change to the Service or order placed through the Customer's Control Panel shall be presumed to be undertaken by the Customer him/her/itself); to this end, the Customer is responsible for changing the login password for the Technical Panel on a regular basis, with an expiry of no more than 3 (three) months.

5.2 The Customer declares that he/she/it is aware of the existing legislation on the processing of data relating to electronic traffic and of the existing legal obligations on his/her/its sole responsibility regarding the storage operations for such data and the presentation of the same to the competent Authorities.

5.3 The Customer hereby undertakes, acting also in the name and on behalf of any third parties that the former may have authorized, for any reason, to use the SMS Service, to indemnify and hold Aruba harmless against any and all requests or claims by third parties for damage caused to them by or through the use of the SMS Service. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform Aruba if such action were to be instigated against him/her.

5.4 The Customer is prohibited from using the SMS Service to request calls to so-called "value-added" or "premium-rate" numbers, including but not limited to, 899xxxxxx, 892xxx, 894xxx and 895xxx. **5.5** Once the number of SMS messages included in the SMS Package has been exhausted on the basis of the delivery method chosen, it will be terminated. The continuity of the Service is guaranteed by the prompt purchase of an additional Package before the SMS Package has run out and, in the case of Automatic

Top-Up, by the availability of the amount required to make use of the option through the method of payment indicated by the Customer when Aruba asks the Customer's Bank to complete the payment of said amount. The remaining Top-Up amount can be viewed in the Panel at all times.

5.5.1 Customers who have enabled Automatic Top-Up by choosing to use a Credit Card to make the payment acknowledge and accept that the Bank indicated by Aruba will store their details, which may therefore be used to make a payment for any other service provided by Aruba.

5.5.2 The Customer hereby acknowledges and accepts that he/she/it may disable Automatic Top-Up at any time from the specific field of the Customer Area and in any event: i) by deleting and/or removing, again from the Customer Area, the unique identification code of one or more Credit Cards and/or one or more PayPal accounts and/or ii) for so-called 'PayPal' payment, by disabling independently in their PayPal account the option allowing automatic payments to be made. Once Automatic Top-Up is disabled, the purchase may only be made by following the ordinary procedure set forth in Article 7 of Section I above.

The Customer hereby acknowledges and accepts, once and for all, that in the event of item ii) of this paragraph, the operation shall take place in an asynchronous mode.

5.6 With reference to the APIs referred to in the Technical Specifications, Aruba declares, and the Customer acknowledges and accepts, that: a) such APIs are made available without any minimum guarantee of continuity; b) notwithstanding the provisions set forth in this article, Aruba reserves the right to intervene in such APIs, at any time and without notice, in order to change them, delete them or suspend them and in any event to perform any other action on them that may be deemed necessary/useful/appropriate, at Aruba's sole discretion, in order to improve the functioning of the Service. Notwithstanding the provisions laid down in the previous lett. a) and b), the Customer:

- acknowledges and accepts that, also notwithstanding Art. 11 of Section I, Aruba shall not provide any specific technical support in relation to any operations that the Customer may deem necessary for performing on his/her/its hardware and/or software, as a result of the interventions made by Aruba on the APIs; and

- shall hold Aruba harmless against any liability, in which connection it declares, for this purpose, that there are no claims whatsoever against it for the effects and consequences, of any nature or kind, whether direct or indirect, that the interventions made by it on the APIs may have on the Service. This is without prejudice to the Customer's right to withdraw from the Contract pursuant to Article 13 of Section I above.

6. Appointment of the Suppliers as Data Processors

As a result of the signing of this Contract, the Suppliers are appointed by the Customer as External Data Processors of the personal data communicated by the Data Controller, as described in article 23 of the general section, for the purposes of provision of the Service.

SECTION IV - SPECIAL TERMS AND CONDITIONS FOR "BACKORDER", "BROKERING" "DOMAIN VALUATION" and "DOMAIN PORTFOLIO MANAGEMENT" SERVICES

1. Definitions

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

Backorder: the additional Service whereby the Customer asks Aruba, via the Order Form, to arrange the processes involved in registering/recovering so-called "expired" domain names, without any obligation to succeed.

Domain portfolio management: the additional Service whereby, subject to the Client's specific request via the Order Form, the latter can make use of the specialist professional expertise offered by Aruba and/or a member of the Aruba Group appointed by them to provide the solutions defined at <https://hosting.aruba.it/en/domains/business-solutions/manage-domain-portfolio.aspx>.

Brokering: the additional Service whereby, subject to the Client's specific request via the Order Form, Aruba and/or a member of the Aruba Group appointed by them acts as an intermediary in the buying and selling of one or more domain names.

Domain valuations: the additional Service whereby, subject to the Client's specific request via the Order Form, Aruba provides a quotation for one or more domain names specified by the Customer.

2. Common provisions

2.1 The activities required to provide the additional Services covered by this Section will only be started after the corresponding payment from the Customer has been confirmed. In any case, if due to the particular features of a certain service, it is provided without payment being confirmed, excepting and without prejudice to their rights in relation to the Customer, Aruba is entitled to maintain the registration of the domain name active in its own name or, if deemed more convenient, in the name of another company in the Aruba Group, until the Customer has arranged the payment in question.

2.2 Unless there is a specific separate agreement between the Parties, Aruba, and any companies appointed by the latter, undertake to uphold the confidentiality of the Customer's data for the duration of any tasks assigned to it relating to any of the services covered by this Section.

2.3 The Customer acknowledges and accepts, once and for all, that Aruba may delegate to a third party company that it has faith in the actual execution of the activities needed to provide the services covered by this section.

2.4 The Customer acknowledges and accepts, once and for all, that in the provision of the Services covered by this Section III, Aruba assumes an obligation of means and not ends, holding harmless, once and for all, Aruba and/or the

Companies that they control and their staff from any liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or as a result of the operations referred to in this Section III, including but not limited to, total or partial loss or damage of data and/or information and/or content entered and/or handled by the same Customer through the Aruba.it Hosting services, and total or partial interruption of the Aruba.it Hosting services.

3. Additional "Backorder" service

3.1 By submitting the Order Form for the Backorder service, the Customer grants Aruba, who accepts, the irrevocable mandate, without any obligation to succeed, to carry out the processes of registering/recovering so-called "expired" domain names in the name and on behalf of the Client (for example but not limited to, during the "redemption period" or similar), specified in that Order Form when they become available, at the minimum reservation price or the price shown in the Order Form. The Backorder service may also involve the purchase of one of the domain names listed at <https://hosting.aruba.it/en/domains/business-solutions/domain-backorder.aspx> or other domain names specified by the Customer. This mandate is deemed to have been fulfilled correctly if the domain/s in question is/are registered and/or recovered by other companies in the Aruba Group.

3.2 The Customer acknowledges and accepts, once and for all, that the mandate will have come to an end when the domain name in question has been registered with the relevant Authority, either in favour of the Customer or third parties, and in any case, will be granted to Aruba for no more than 60 (sixty) days from the moment the relevant Order Form for the Backorder service has been sent.

3.3 The purchase of the additional Backorder service is subject to payment of the fees described in detail in the price list, available at <https://hosting.aruba.it/en/domains/business-solutions/domain-backorder.aspx>, understood to include the cost of the domain name for which the mandate has been granted.

3.4 Notwithstanding the provisions of article 4 of the Terms and Conditions, if other parties have also requested the registration of so-called "expired" domain names, the Customer agrees, once and for all, to take part in a bidding process involving offers that will conclude with the allocation of the domain name in question to the highest bidder. This process will take the time indicated from time to time by Aruba, and in any case no less than 48 hours. It will in any case end at 6pm (CET) after the end of the period, subject to an automatic extension of (3) three minutes for each additional offer within the last (3) three minutes before the latest deadline for the process as defined by Aruba.

3.5 Notwithstanding the provisions of art. 3.1 above, the Customer acknowledges and accepts that, even after or pending the bidding process, and in any case before the official transfer of the domain name, Aruba may, at its sole discretion, decide not to assign the domain name to the Customer and/or, once the relevant contract has been

signed, assign it to the previous owner, without the Customer being about to challenge the decision or enforce any rights or claim vis-à-vis Aruba. In that event, no fees or interest will be charged to Aruba.

4. Additional "Brokering" service

4.1 The additional "Brokering" service may be requested by the Customer either as the purchaser or the vendor of a domain name, depending on the option selected on the Order Form. The costs, fees and process are described at <https://hosting.aruba.it/en/domains/business-solutions/domain-name-recovery.aspx>. In either case, notwithstanding the provisions of art. 4.1 of Section I, the Customer entrusts Aruba with the specific task of acting exclusively as an intermediary for the purchase and/or sale of the domain name chosen by it and/or specified, where it can stipulate the relevant contract within the limits of the mandate granted to it.

4.2 The duration of the additional "Brokerage" Service shall be open-ended, unless the Contract is terminated for whatever reason. Aruba is hereby explicitly released of any liability with regard to termination of the Service itself. This shall be without prejudice to the Customer's right to withdraw giving 15 (fifteen) days' notice.

4.3 The Customer acknowledges and accepts, once and for all, that if the exclusivity mentioned in paragraph 1 is breached, Aruba will be entitled to charge the Customer, as an alternative and at its sole discretion, a fee equal to the money owed as compensation in the event of the positive outcome of the process described by this article, calculated on the basis of the actual sale price of the domain name, or a fixed amount of € 2,000.00 (two thousand Euro), without prejudice to the right to claim for additional losses.

The Customer acknowledges and accepts, once and for all, that it can:

a) if they are the vendor, reduce the minimum price limit specified on the Order Form by writing to Aruba (by email, fax etc.); this limit cannot be increased at any time during Aruba's mandate. Or

b) if it is the purchaser, increase the maximum price limit specified on the Order Form by writing to Aruba (by email, fax etc.); this limit cannot be reduced at any time during Aruba's mandate.

5. Additional "Domain Valuation" service

5.1 The additional "Domain Valuation" service may be purchased by the Customer, depending on the option selected on the Order Form. The costs, fees and process are described at <https://hosting.aruba.it/en/domains/business-solutions/domain-valuation.aspx>.

6. Additional "Managing domain portfolios" service

6.1 If the Customer has chosen the additional "Domain Portfolio Management" service, it will be able to receive the services specifically indicated and described at <https://hosting.aruba.it/en/domains/business-solutions/manage-domain-portfolio.aspx>.

<https://hosting.aruba.it/en/domains/business-solutions/manage-domain-portfolio.aspx>.

6.2 Any further services relating to those specifically indicated <https://hosting.aruba.it/en/domains/business-solutions/manage-domain-portfolio.aspx> may only be provided by Aruba if requested in writing by the Customer, in accordance with the process and consideration to be agreed by the parties.

6.3 The Customer acknowledges and accepts, once and for all, that in relation to the additional "Domain Portfolio Management" service, Aruba and/or the company in the Aruba Group appointed by it, will only carry out the tasks required to guarantee what is specified at <https://hosting.aruba.it/en/domains/business-solutions/manage-domain-portfolio.aspx>; however, under no circumstances will they take part in the management in any way or put in place operations involving that Customer's data and/or information and/or content entered and/or processed via Aruba.it Hosting Services.

6.4 The duration of the additional "Domain Name Portfolio Management" Service shall be open-ended, unless the Contract is terminated for whatever reason. Aruba is hereby explicitly released of any liability with regard to termination of the Service itself.

SECTION V - SPECIAL CONDITIONS FOR PROVISION OF THE MANAGED WORDPRESS HOSTING SERVICE

1. Definitions

Updating: Aruba carries out the operations of updating the WordPress core and the plugins and themes in the manner and within the limits indicated at: <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestione/gestione-servizio-configurazione-spazio-web/aggiornamenti-automatici-e-plugin.aspx>

Aruba-wpchecker: A plugin created by Aruba and necessary for providing the Managed WordPress Hosting service.

Blacklist: the list of plugins published at: <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/lista-plugin-in-blacklist.aspx> and listing the plugins and/or categories of plugin that cannot be installed by the Customer on their WordPress site.

Credit/s: credit allows the Customer to access the Advanced Support service; in particular, a credit entitles the Customer to receive an Advanced Support intervention.

Managed WordPress Hosting: the Service whereby Aruba provides some of the hosting management and WordPress hosting activities, such as, but not limited to, the installation of WordPress, updating operations and the execution of automatic backups.

Advanced Support: the specialist consulting activities expressly indicated at web page <https://hosting.aruba.it/en/advanced-support.aspx>.

2. Conditions of use

2.1 Each WordPress installation will have one or more plugins pre-installed, including Aruba-wpchecker, which will be

necessary for the provision of managed services and which the Customer undertakes not to remove.

The Customer undertakes to use the Managed WordPress Hosting Service in compliance with the contractual commitments; in particular, the Customer is required:

- to keep the WordPress core installation fully intact and functioning until the termination of the Contract, for whatever reason; not to make changes to the code and/or remove and/or replace the WordPress core files;
- not to use a database other than the one associated with the purchased package and not to install Software other than the plugins and themes for WordPress that can be installed through the WordPress management interface;
- not to modify the DNS records necessary for the provision of the Managed Services, such as: www, staging, ftp, etc.;
- to use plugins and themes that are maintained and updated by their manufacturer to ensure that such plugins and themes are always compatible with the latest version of WordPress;
- not to install the plugins that appear on the Blacklist published by Aruba at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/lista-plugin-in-blacklist.aspx>. This list may be subject to change by Aruba as technology evolves. Whenever a change is made to the Blacklist, Aruba shall notify the Customer by email and the changes shall be considered effective and binding as soon as Aruba sends the notification to the Customer;
- to run updates, assuming the relevant costs, where there is a cost involved in updating the plugins or themes used.

2.2 The Customer acknowledges and undertakes to ensure that the site and all additional components hosted on the Managed WordPress Hosting platform are at all times functional and updatable and compatible with the latest version of WordPress.

It is understood that, if the site or its administration interface (wp-admin) is not functioning and/or visible, it may not be possible to run updates or verify the outcome. Furthermore, if the Customer has protected the WordPress site with a username and password, it will not be possible to run updates and may result in suspension of the Managed WordPress Hosting Service as specified in Article 4 below. The Customer acknowledges that through the Managed WordPress Service, WordPress will be installed at root.

3. Updates

3.1. With regard to the Managed WordPress Hosting service, Aruba performs the update operations based on the versions released by the WordPress provider from the moment they are available. It is understood that these

update operations concern only the plugins, themes and core of WordPress featured in the official WordPress Directories.

3.2 Merely as a courtesy, Aruba will inform the Customer of the release of new updates. The Customer is entitled, through the appropriate functions in the Technical Panel, to postpone the update operations provided by Aruba for a period of 24 hours and on a maximum of two consecutive occasions.

3.3 During update operations the Customer will not be allowed to access the WordPress management interface. Furthermore, during these update operations, the Customer will not be allowed to access the site, which will be in maintenance status unless the Customer him/her/itself, through the appropriate option in the Technical Panel, independently deactivates the functions set automatically by Aruba. In this case, Aruba is not responsible for the loss or total or partial damage of the data, information and/or content entered on the site and/or processed by the Customer during the update operations.

3.4. Subject to the provisions of art. 3.3 above, if the update operations cannot be completed successfully, a restore of the data and/or content on the WordPress site will be performed automatically before the start of the update operations.

3.5 The Customer henceforth acknowledges and accepts that in the provision of the Services covered by this article, Aruba assumes an obligation of means and not ends, henceforth holding harmless Aruba and/or the Companies that it controls and their staff against any liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or as a result of the activities referred to in this Section VI, including but not limited to, total or partial loss or damage of data and/or information and/or content entered and/or processed by the Customer him/her/itself through the Managed WordPress Hosting services, and total or partial interruption of the Managed WordPress Hosting Services.

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4. Advanced Support

4.1 Advanced Support activities are provided to Customers who have the relevant Credits available, which may be included in the Managed WordPress Hosting Service and/or purchased separately. For each Advanced Support operation, a Customer Credit will be deducted, on a "pay per use" basis, all as provided for and described on <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/supporto-avanzato.aspx> in the relevant section.

4.2 The Customer acknowledges and accepts that the purchase of Credits must be made in the form published at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/acquistare-nuovi-crediti-per-supporto-avanzato.aspx>.

4.3 The activities included in the Advanced Support are specified on <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio->

web/supporto-avanzato.aspx and may be requested by the Customer as indicated therein. With specific reference to the Advanced Support services, Aruba assumes an obligation of means and not of ends. Accordingly, the Customer hereby releases Aruba from any liability regarding the outcome of the support activities provided by Aruba.

5. Termination conditions

5.1 In the event that Aruba has not been able to update the WordPress site due to its incorrect use by the Customer as indicated in this section and, in any event, should the Customer violate one of the conditions provided for in article 3 above, Aruba shall notify the Customer of their non-compliance, giving the same a period of 30 days to comply. If the Customer fails to do so within this period, Aruba shall grant the Customer an additional 15-day period to comply. Should the Customer not comply before the expiry of this further term, in order to prevent the Customer's non-compliance from causing security issues and/or danger to the entire system and/or to people, Aruba shall suspend all the features of the Managed WordPress Hosting Service, while still keeping the site active.

6. Appointment of the Supplier as External Data Processor

As a result of the signing of this Contract, for the purposes of supplying the service, Aruba is appointed by the Customer as External Data Processor of the personal data communicated by the Data Controller, as described in article 23 of the general section and in this article.