

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

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 domains .it/edu.it/gov.it: 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, edu.it SLD, .gov.it. SLD.

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: username and password used by the Customer to access his or her customer area and kept by the Customer with the utmost care to ensure their secrecy, also ensuring that the password is updated regularly in accordance with the security rules provided for this purpose.

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/documents/tc-files/en/6_arubaservicesuserpolicy.pdf 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 30 (thirty) 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 contacts indicated by the Customer at the order or service delivery stage (including 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 SpazioMailillimitato 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 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 The Customer hereby expressly authorises Aruba to link the chosen domain name to a web page containing advertising messages and/or content relating to the Services provided by Aruba (including, but not limited to, Aruba's distinctive marks; links to the aruba.it sites or related to it; links to the Guidelines drawn up by Aruba; etc.). The Customer declares that it has no request or claim against Aruba regarding its actions, as a result of said authorisation and acknowledges that content relating to Aruba is its exclusive property. In any case, it is recognised that the Customer may insert the desired content in the web space associated with the domain name at any time during the term of the contract.

5.8 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.

5.9 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.

Without prejudice to the foregoing, with specific reference to the data entered and/or processed through the Service, the Customer agrees and accepts that if the period of 30 (thirty) days from the date of expiry of the Contract elapses, the content and/or information entered and/or processed by the Customer through the Service will be deleted, any liability on the part of Aruba being hereby explicitly ruled out. 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>. Without prejudice to the provisions of the previous art. 6.6.

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:

- 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
- 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,
- 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.

It is understood that after the period of 30 (thirty) days from the expiration of the Contract, as referred to in art. 6 above, the content and/or information entered and/or processed by the Customer through the Service will be deleted.

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 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.

9.10 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.

9.11 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 or impersonation pursuant to art. 494 of the Italian Code of Civil Procedure, 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 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. The Customer acknowledges and accepts that in the event of the competent Authority finding any incorrect data, it may take action to withdraw the domain name.

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 artt. 5.7 and 5.8 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 using the Login Details is presumed to be carried out by the Customer and that the knowledge by a third party of the login details or additional codes communicated 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 – based on the technical specifications also indicated at <https://guide.hosting.aruba.it/home.aspx>, and on the pages accessible from the same –

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 Login Details or other codes communicated 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 provisions found in the Aruba Guides, at <https://assistenza.aruba.it/en>;

b) 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;

c) 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/LGRIsoluzionedispute_ENG_v3.2_ING.pdf;

d) 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>.

e) 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=00P610000FPBoLEAX>.

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, except to the extent strictly necessary for the performance of the service activity requested by the Customer, 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 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, 3, 4 and 5 of Section IV, 5 of section V and 6 of the Section VI 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 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 made to the addresses indicated by the Customer at the order stage or during the provision of the Service (and therefore, by way of example and not limited to, by Aruba by hand, by email, certified or not, by registered mail with return receipt, ordinary post, or SMS, all being equally valid) 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 afore-mentioned times on the progress of the case.

20. Discount coupons and Promotions

20.1 For the products/services that are part of the initiatives undertaken by Aruba, the Customer who meets the requirements stated and specified in the descriptive pages of the same 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.

20.4 With regard to Promotions for the products/services that form part of the initiatives promoted by Aruba, the Customer hereby acknowledges and accepts that the promotional services that can be purchased are subject to restrictions published on the website <https://hosting.aruba.it/offerte-domini-hosting-aruba.aspx>, including limitations on the maximum quantity of promotional services available for purchase. Once this limit is exceeded, the current list prices will be applied.

In such cases Aruba reserves the right to suspend or revoke the services and/or the user's account at any time, without any prior notice and/or notification, requesting the payment and/or any supplements to the amounts due for the services purchased beyond the limit set for the promotions.

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.

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 have appropriate legal basis 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 and/or Sub-Processor for the processing of the data of third parties if the Customer acts as Data Processor with respect to such data (in this case the Customer warrants that it has been appointed by the Data Controller as Data Processor pursuant to Article 28 of EU Regulation 2016/679), with the detailed description of the duties and obligations to which it shall be bound by virtue of such role as follows.

This appointment as Data Processor or Sub-Data Processor and the related clauses have a duration equal to that of the Contract signed between the Customer 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 Customer to retrieve personal data as contractually agreed between the parties.

Likewise, in the event of tacit Contract renewal, the appointment as Personal Data Processor or Sub-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 Customer 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 Customer 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 Customer'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 Customer 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 Customer. In the event that the Customer 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 Customer - 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 Aruba;

e) to cancel or return all the personal data to the Customer, 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 Customer 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. These activities may be carried out after a 20 (twenty) days notice, at a maximum of once a year and, in addition, in the event of data breaches on the Customer's personal data, and in any case subject to prior agreement on the times and methods of said checks and provided that said checks do not involve the analysis of third party data and do not conflict with the confidentiality obligations assumed by Aruba and with its policies. Costs of these verifications shall be borne by the Customer. 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 Customer 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 Customer 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 Customer'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 Regulation (EU) 2016/679;
- c) Aruba shall remain responsible before the Customer for all the obligations assumed, including those that relate to the activities entrusted to the sub-processor.

In order to provide the Customer 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 Customer, 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 Customer 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.

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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.

In any case, it is understood that if the period of 30 (thirty) days from the date of expiry of the Contract elapses without any action taken, the content and/or information entered and/or processed by the Customer through the Service will be deleted and therefore will not be recoverable, any liability on the part of the Suppliers being hereby explicitly ruled out.

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, within 30 (thirty) days from the death, the amendment of the data of the holder of the Service.

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 Data Processors

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

SECTION III - 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:

- 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
- 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>.

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 IV - SPECIAL CONDITIONS FOR PROVISION OF THE MANAGED WORDPRESS HOSTING SERVICE AND MANAGED WOOCOMMERCE HOSTING SERVICE

This section contains the special terms and conditions governing the provision of the Managed WordPress Hosting and Managed WooCommerce Hosting Services, if purchased by the Customer via the <https://hosting.aruba.it/home.aspx> website, with the technical and pricing characteristics stated in the Technical Specifications for this Service.

It is understood that, for the purposes of this Section V, any reference to the Service shall be understood as a reference to the Managed WordPress Hosting Service and the Managed WooCommerce Hosting Service.

1. Definitions

Updating: the operations of updating the WordPress core and the plugins and themes carried out by Aruba, 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>

<https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/lista-dei-plugin-preinstallati.aspx>

AI Assistant: means the WordPress plugin that through the use of artificial intelligence simplifies the creation of a site.

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.

Managed WooCommerce Hosting: the Service whereby Aruba provides _ some of the hosting management and WordPress hosting activities, including, but not limited to, the installation of WordPress, the WooCommerce plugin, updating operations, the creation of automatic backups and the monitoring service.

Monitoring Service: the automatic monitoring and control service aimed at verifying the specific functions of the Managed WooCommerce Hosting Service specified by the Customer, as defined more fully on the following website: <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-woocommerce/servizio-di-monitoring.aspx>.

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 pre-installed plugins as defined and updated on the page <https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/lista-dei-plugin-preinstallati.aspx> 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:

a) 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, remove and/or replace the WordPress core files, plugins and themes downloaded from the official WordPress repositories;

b) 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;

c) not to modify the DNS records necessary for the provision of the Managed Services, such as: www, staging, ftp, etc.;

d) 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.

e) 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 accepts that provision of the Service is characterised by constantly changing technology and is therefore subject to the restrictions of use defined at the link, <https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/configurazioni-non-compatibili.aspx>. Aruba reserves the right to update these restrictions, in accordance with the provisions of Article 15.2 of the General Conditions.

In the event of failure to comply with the aforementioned restrictions, Aruba reserves the right to apply the provisions found at <https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/configurazioni-non-compatibili.aspx>, and to suspend the Service as defined in art. 12 of the General Conditions.

2.3 The Customer acknowledges and undertakes to ensure that the site and all additional components hosted on the Managed WordPress Hosting platform and Managed WooCommerce 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, visible and/or if the Customer has protected the WordPress site with a username and password, it may not be possible to run updates or verify the outcome and may result in suspension of the Service as specified in Article 4 below.

The Customer acknowledges that through the Service, WordPress will be installed at root.

2bis. Conditions of use "AI Assistant"

2bis.1 The Customer shall use the "AI Assistant" plugin in compliance with the intellectual property rights that any third parties may claim with respect to the data and/or information entered by the same for its use. The Customer, therefore, represents and warrants that he/she has the necessary rights to all data, content and information entered for the use of the AI Assistant plugin and that the activities performed by him/her through the AI Assistant plugin do not violate the intellectual property or other property rights of third parties.

2bis.2 the Customer acknowledges and agrees that all information and content entered, managed and processed by him/her through the AI Assistant plugin may be used by Aruba and its partners for purposes related to the provision of the Service.

2bis.3 The Customer acknowledges and accepts that Aruba is not obliged to control, mediate and/or supervise the content entered, managed and generated through the use of the AI Assistant plugin and that no responsibility is attributable to Aruba regarding the same. The Customer is therefore required to indemnify and hold Aruba harmless from any claim or action made by third parties for any violations committed by the Customer through the Service.

2bis.4 With reference to the provision of the AI Assistant plugin, Aruba assumes an obligation of means and not of result and therefore, under no circumstances, will it participate in the management or carry out interventions on the data and/or information and/or content processed and/or entered by the Customer through the same and will not guarantee that the result will conform to the use desired by the Customer.

3. Updates

3.1. With regard to the 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, and automatically attempts installation for 30 consecutive days. 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 If, within 30 days of the start of the update operations, they cannot be completed successfully, the data and/or content on the WordPress site will be restored automatically before the start of the update operations. To this end, as a partial exception to the provisions of art. 9 of Section I, Aruba will make a backup copy of the content entered into the service, which will be kept for 60 days from the start of the update operations.

3.4 After the 30-day period referred to in the previous paragraph has elapsed, Aruba will in any case perform the update automatically even if it fails and the data will not be restored. The Customer may request to postpone the execution of the automatic update for a maximum period of 60 (sixty) days. After this additional period, Aruba will in any case perform the update, without restoring. The Customer agrees and accepts that the execution of the update could incur a high degree of risk in relation to the functioning of the Service or the integrity of the data, information and/or content entered and/or processed by means of the Service. As such, the Customer expressly releases Aruba from liability pursuant to Article 3.6 below.

3.5 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 hereby acknowledges and accepts that, in carrying out the operations referred to in this article, Aruba accepts an obligation of means and not of ends, hereby holding Aruba and/or the Companies that it controls and their staff harmless against any liability for any direct or indirect damage of any nature or kind that has been sustained and that may be sustained as a result of the activities referred to in this Section VI and in this Article 3, including but not limited to total or partial loss or damage of data, information and/or content entered and/or processed by the Customer himself/herself through the Service, and total or partial interruption of the Service.

3.6 If he/she has activated the Monitoring Service as described fully at <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-woocommerce/servizio-di-monitoring.aspx>, the Customer acknowledges and agrees that Aruba accepts no obligation of means or ends, and that under no circumstances will it be involved in the management or perform operations on data, information and/or content processed and/or entered by the Customer through the Services referred to in this Section, not being involved in and/or in any way determining the same. Likewise, the Customer acknowledges and agrees that Aruba is not responsible for the outcome of the monitoring activities and releases Aruba from liability for any direct or indirect damages of any nature or kind that has been sustained or that may be sustained due to or because of the activities referred to in this paragraph.

4. Advanced Support

4.1 Notwithstanding the provisions of preceding art. 11 of Section I - General Terms and Conditions in line with the provisions of this article, Advanced Support activities are provided to Customers who have the relevant Credits available, which may be included in the 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 at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio->

[configurazione-spazio-web/supporto-avanzato.aspx](https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-configurazione-spazio-web/supporto-avanzato.aspx) and at <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-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> and <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-configurazione-spazio-web/acquistare-nuovi-crediti-per-supporto-avanzato.aspx>

4.3 The activities included in the Advanced Support are specified at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/supporto-avanzato.aspx> and <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-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.

4.4 In the event that this is strictly necessary, Aruba may, at the express request of the Customer, carry out interventions involving the acquisition or storage by Aruba of data and/or information and/or content entered and/or processed by the Customer through the Services referred to in this Section, which shall be processed in compliance with the provisions of preceding art. 23 of Section I - General Terms and Conditions and shall be deleted on completion of said intervention.

5. Suspension of the Service

5.1 Notwithstanding the provisions of Article 12 of Section I, at its discretion and without the exercising of said right being subject to challenge as a default or breach of the Contract, Aruba reserves the right to suspend or interrupt the Service, even without any notice, even in the event that it has not been possible 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 2 above, Aruba shall notify the Customer of their non-compliance, giving the same a period of 30 days to comply. Should the Customer not comply before the expiry of this 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 Service, while still keeping the site active.

6. Appointment of the Data Processor

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

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

This section contains the special terms and conditions governing the provision of the Optional SSL Server and Code Signing Service, provided to Actalis S.p.a. and Aruba S.p.a., if purchased by the Customer, with the technical and pricing characteristics stated in the Technical Specifications for the Optional Service itself and in the CPS.

It is understood that, for the purposes of this Section VI, any reference to the Optional Service shall be understood as a reference to the SSL Server and Code Signing Service.

1. Definitions

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

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

AgID: Agency for Digital Italy.

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

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

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

Private key: part of the pair of asymmetric keys of the Certificate Holder, only available to the Holder itself.

Public key: part of the pair of asymmetric keys of the Certificate Holder, made public through the Certificate itself.

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

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

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

Parties: the Suppliers and the Customer;

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

Optional Service: the Certificate issued by the Suppliers to the Customer, as an Optional Service.

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

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

2. Service activation and provision

2.1 The Customer agrees and accepts that Aruba is the party which, under an independent contract entered into with Actalis, is authorised to perform the resale of the Service and has the authority to issue invoices to the Customer him/herself, for the Service ordered by the latter.

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

2.3 A Certificate 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.

The Customer hereby agrees and accepts that in all cases of discontinuance of the domain name to which the Certificate refers, the latter shall also be revoked, with the consequent termination of the Contract

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

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

3. Requirements

3.1 The Customer hereby agrees and accepts that to use the Certificate, he or she must possess, at his or her own expense and under his or her own responsibility, the hardware and software necessary for the purpose, taking full responsibility for their operation, compatibility and correct configuration. The Customer hereby releases the Suppliers from any liability concerning any configuration, operational or compatibility problems relating to the hardware and software with respect to the Certificate.

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

4. Service and support levels

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

5. Confidentiality and property rights

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

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

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

5.4 Notwithstanding the foregoing, the Suppliers and Customer expressly agree that:

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

6 The Customer's obligations, prohibitions and responsibilities

6.1 The Customer's obligations are those indicated in the Conditions. With particular reference to the Service referred to in this section, the Customer agrees to use the Certificate in accordance with the provisions of the Conditions and CPS, in accordance with the law, current legislation, ethics and public policy. To illustrate, though not exhaustively, the Customer agrees:

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

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

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

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

6.3 The Customer guarantees also pursuant to article 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that the data and information provided to the Suppliers for the execution of the Contract are truthful and accurate such as to allow his/her identification and agrees to inform the Suppliers of any change to them, including the email address stated 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. Should the Customer, on identification, also by the use of false documents, have concealed his/her true identity or falsely declared to be another party, or acted in such a way as to compromise the identification process, the Customer acknowledges and accepts that he/she will be held liable, including criminally, for the false declarations and/or the use of false documentation and shall also be considered solely liable for all damages that have been and may be suffered in future by the Suppliers and/or by third parties due to the inaccuracy and/or falsehood of the information communicated, assuming henceforth the obligation to hold harmless and release the Suppliers from any claim, action and/or request for indemnity or compensation for damage that may be brought against them by anyone.

6.4 In the event of breach of even just one of the aforementioned obligations/commitments, the Suppliers shall have the right to intervene in the manner and form considered appropriate to eliminate, if possible, the breach and its effects, and to suspend the Service immediately and without any notice, thereby also reserving the right to rescind the Contract pursuant to Article 14 of Section I of the Conditions. The Customer accepts and agrees that he or she shall not bring any request for reimbursement, indemnity and/or compensation for damages or a claim of any nature against the Suppliers for measures they have considered appropriate to adopt. In any case, the Customer hereby takes on full responsibility regarding the above violations and agrees to hold harmless and release the Suppliers from any harmful consequence arising therefrom.

7. Liability of the Suppliers

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

8. Reference to the CPS

For anything not specifically indicated in the above articles, reference shall be made to the provisions of the CPS relating to the service provided by Actalis, available at <https://www.actalis.it/area-download.aspx>, which forms an essential part of the Contract.

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

This section contains the special terms and conditions governing provision of the Optional Ranking Coach Service, which the Customer may purchase in accordance with the technical and pricing terms stated in the Technical Specifications for the Service.

It is understood that, for the purposes of this Section VII, any reference to the Optional Service shall be understood as a reference to the Ranking Coach Service.

1. Definitions:

Confidential information: (i) information about the other Party, classified as private or confidential, that comes into the Parties' possession for any reason connected with application of the Contract and/or (ii) information which, by its nature, content or the circumstances in which it is disclosed, would normally be regarded as such. In this respect, the Customer's confidential information includes, but is not limited to, all information transmitted from or to the Services or stored through the latter; Aruba's confidential information includes all services, features, configurations and technical information on the Services, quotations, audit or security reports and product development plans.

Ranking Coach Service: the Optional Service to the Hosting Service in accordance with the type and with the features chosen by the Customer from those made available by Aruba and displayed at the link <https://hosting.aruba.it/rankingcoach.aspx> through which the Customer can optimise the visibility of its website on search engines.

2. Activation of the Ranking Coach Service

2.1 The activities required to provide the additional Service defined on page <https://hosting.aruba.it/rankingcoach.aspx> will only be started once it is confirmed that the Customer has paid the fee. It is understood that for each domain the Customer may request the activation of only one Optional Service.

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 and Confidential Information for the duration of the tasks assigned to it relating to each of the services covered by this Section.

2.3 The Customer hereby acknowledges and accepts that Aruba may delegate the actual execution of the activities needed to provide the services covered by this section to selected third-party companies.

2.4 The Customer hereby acknowledges and accepts that in its provision of the Services referred to in this Section VI, Aruba assumes an obligation of means and not results, hereby holding harmless Aruba and/or the Companies that it controls and their staff against 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, the total or partial loss of or damage to data and/or information and/or content entered and/or processed by the Customer through the Aruba.it Hosting Services, total or partial interruption of the Aruba.it Hosting Services, and failure to achieve the visibility expected by the Customer.

3. Duration and Renewal

3.1 the Optional Coach Ranking Service has 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 Optional Service shall be deactivated, any liability on the part of Aruba being hereby explicitly excluded.

The Customer is required to make a backup and/or copy of the content before the transfer and/or expiry date, as the Suppliers do not guarantee recovery of the service data subsequent to non-renewal and/or transfer. It is in any case understood that if the period of 40 (forty) days from the date of expiry of the Contract elapses without any action being taken, the content and/or information entered and/or processed by the Customer through the Service will be deleted and will not therefore be recoverable, any liability on the part of the Suppliers being hereby explicitly ruled out.

4. Aruba's obligations and limits of liability

4.1 Aruba undertakes to provide and allow the Customer to use the Service 24/7/365 in accordance with the Specifications provided on page <https://hosting.aruba.it/rankingcoach.aspx>.

4.2. Under the Contract, Aruba assumes an obligation of means and not ends. Accordingly, Aruba may not be held in any way liable if:
- the site is not actually included in the indexes of the main search engines, as Aruba will only guarantee the provision of the Optional Service;

- a previous already activated Ranking Coach account is deactivated, following a new request from the Customer;
 - the Customer's site fails to meet specific requirements or fails to comply with certain guidelines stated on page <https://hosting.aruba.it/rankingcoach.aspx>.
- in the event of renewal, the Optional Service is updated in accordance with any changes in operating algorithms made by the reference search engines.

- the Optional Service is deactivated due to non-fulfilment of the Customer's obligations, including those referred to in Art. 5 below.

4.3 Excluded from the provision of the Optional Service are all those sites that deal with products, services and content related to tobacco and cigarettes, weapons, alcohol, drugs and related accessories, products that help evade drug testing, counterfeit branded products, medications that require a medical prescription, false documents, fireworks and pyrotechnic devices, gambling and betting, hacking sites, mod chips and decoding systems, miracle cures, dialers, requests for funds, racist and violent content, prostitution, and erotic content.

5. The Customer's obligations and rights.

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

5.2 The Customer acknowledges that with reference to a domain, a single Optional Service may be activated, as also described in the Guides available at the link, <https://hosting.aruba.it/rankingcoach.aspx>. Therefore, in the event that the Customer requests activation of the Optional Service with regard to a domain with the Optional Service already active, Aruba reserves the right, at its own discretion, not to follow up on the new activation request or to activate a new Optional Service, disabling the one already in place.

5.3 With specific reference to the "listingcoach" function, if any, the Customer acknowledges and accepts that publication of the requested content may take up to one month from activation of the Optional Service; it is the Customer's responsibility to verify that the documents for which publication is requested comply with the restrictions specified in the Service Guides available at <https://hosting.aruba.it/rankingcoach.aspx>.

5.4 The Customer acknowledges and accepts that the functioning of the Optional Service "ads" is not available if the Customer has an active GoogleAds account in the 90 days prior to the day on which it started using the Coachads function, as described in the Guides available at the link, <https://hosting.aruba.it/rankingcoach.aspx>.

With specific reference to the Optional Service "ads", the Customer acknowledges and accepts that in the event of deactivation and credit not yet exhausted, the same cannot be refunded.

5.4 The Customer declares that it has all the technical knowledge required for ensuring the correct and diligent administration and management of the Optional Service.

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6. Appointment of the Data Processor

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

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

This Section contains the special terms and conditions governing provision of the Swite Service, which the Customer may purchase in accordance with the terms and conditions stated in the Technical Specifications for the Service.

It is understood that, for the purposes of this Section VIII, any reference to the Service shall be understood as a reference to the Swite Service.

1. Definitions

Confidential Information: (i) information relating to Aruba and deemed or classified by the latter as private and/or confidential, to which the Customer is for any reason privy in connection with implementation of the Contract and/or (ii) information relating to the Supplier which, by its nature, content, or the circumstances in which it is disclosed, would normally be regarded as such. In this regard, but not limited to this, Aruba's confidential information shall be understood to mean all the services, features, configurations, and technical information on the Service, quotes, audit or security reports or product development plans.

Service: the "Swite" service through which the Customer may create and publish a website on the second-level Domain, importing the content from an active profile owned by the Customer himself/herself, in a so-called "social network".

2. Activation of the Swite Service

2.1 The Swite service is included among the Services stated in the Technical Specifications and can be activated by the Customer in accordance with the procedures described on webpage <https://guide.hosting.aruba.it/swite/accesso/modalita.aspx>.

2.2 Aruba shall not, in any case, assume any responsibility for any information, data, content entered or transmitted and, in any case, processed by the Customer by means of the Service and in general for the use made of the aforesaid Service, reserving the right to take any initiative and action to protect its rights and interests, including providing the parties concerned with useful data to allow them to identify the Customer.

3. Duration and Renewal

3.1 the Swite Service has the same duration as the associated Main Service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or does not renew it on expiry, the Swite Service shall be deactivated, any liability on the part of Aruba being hereby explicitly excluded.

3.2 Subject to the provisions of the other documents forming part of the Contract, the Customer hereby acknowledges and accepts that on the expiry date of the Service and, in any case, when the Contract comes to an end for whatever reason, the Parties shall automatically be released from their respective obligations; the Customer hereby acknowledges and accepts that it shall be his or her exclusive responsibility to obtain and store a copy of the data, information and/or contents processed by means 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 no longer be recoverable. In any event, the Customer hereby holds Aruba harmless against any, and all liability for any loss or total or partial damage of data, information and/or contents entered and/or processed by the said Customer by means of the Service(s).

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

3.4 In any case in which the domain name, registered and/or kept at the competent Registration Authority through the Services provided by Aruba, is transferred to another Provider before the Service expires, the Contract shall be deemed to have been terminated at the conclusion of the transfer procedure if this is before the expiry date; otherwise, it shall cease on the originally agreed date. Any refund to the Customer from Aruba for the period in which the Customer did not make use of the Service shall remain expressly excluded.

4. Aruba's obligations and limits of liability

4.1 Aruba guarantees the Customer the supply and use of the Service on a 24/7/365 basis, in accordance with the Specifications stated on webpage <https://hosting.aruba.it/en/swite-social-website.aspx>

4.2 Aruba's obligations and responsibilities in respect of the Customer are exclusively those defined by the Contract. Therefore, in the event of any breach or default attributable to Aruba, the latter shall not be liable for any amount in excess of that paid by the Customer for the individual ordered or renewed Service that is affected by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is hereby expressly excluded.

4.3 Aruba does not create any specific backup of the data, information and/or content processed by the Customer by means of the Service. In any case, Aruba does not offer any guarantee regarding use of the Service with regard to protection and storage of the aforesaid data, information and/or content.

4.4 Aruba undertakes to ensure the best functioning of the system, but shall not bear any liability with respect to the Customer or Third Parties for delays, poor operation, suspension and/or interruption to the provision of the Service brought about by causes not attributable thereto, including, but not limited to:

- a) accidental events, catastrophic events or force majeure;
- b) third-party events, also including measures by the so-called "social networks" used by the user, or even an Aruba supplier;
- c) the malfunctioning or non-compliance of connection equipment owned by the Customer or in any case that used by the latter;
- d) tampering or interference with the services or equipment by the Customer or by Third Parties not authorised by Aruba;
- e) failures and malfunctioning of equipment and software, whether owned by Aruba or the respective suppliers.

4.5 The Customer hereby acknowledges and accepts that any Trial Services (so-called "trials"), are provided with particular restrictions and/or specifications (including but not limited to: restrictions on the configuration of the chosen Services and/or their duration, the possibility of early termination and/or deactivation of the Services, restrictions on use, restrictions on the possibility of renewal, financial characteristics) described from time to time on the link <https://hosting.aruba.it/en/swite-social-website.aspx>, to which express reference is made; accordingly, the Customer holds Aruba harmless against liability for any direct or indirect damage of any nature and any kind whatsoever sustained and yet to be sustained due to or as a result of the aforementioned restrictions and/or specifications.

5. The Customer's obligations and rights

5.1 The Customer undertakes to use the Service solely for lawful purposes as permitted by the provisions of law applicable from time to time, by customs and normal practice, by the rules of diligence and in any case without violating any rights of third parties, thereby assuming all responsibility in this regard. The Customer also declares that he/she is the sole and exclusive administrator of the Service and as such declares that he/she is solely responsible (i) at his/her own risk, for the management of data and/or information and/or contents processed by him/her through the Service, for their security and storage and for the fulfilment of any other activity deemed useful or necessary for ensuring their integrity, undertaking, for this purpose, to apply appropriate and adequate security measures at his/her expense and under his/her own responsibility; (ii) for the content of the information, audio, texts, images, formatting and of the data accessible and/or made available through the Service and in any case, for any reason, transmitted, disseminated or made available online by the Customer; (iii) for the malfunctioning of the Service for any use that does not comply with the Aruba Services Use Policy; (iv) for the loss or disclosure of the codes for use of the Service or the additional codes assigned to it by Aruba; (v) for the management of access to its Panel (any connection, modification of the Service or order made through the Customer's Panel is presumed to have been made by the Customer); (vi) for compliance with the Policies, regulations and contractual conditions directly imposed on it by the various Social Networks through which, independently, he/she manages and/or imports content through use of the Service, also including, by way of example, YouTube: (<https://www.youtube.com/t/terms>), Facebook: (<https://www.facebook.com/legal/terms>), Instagram: (<https://help.instagram.com/581066165581870>), Twitter: (<https://www.twitter.com/tos>).

5.2 The Customer acknowledges and accepts that, by granting use of the third-level domain, he or she does not acquire any right to that name and assumes the responsibilities deriving from the use and management of said third-level domain, declares that he/she is entitled to use and/or has the legal availability of the latter and that, by such request to obtain a concession for use and/or with the chosen third-level domain, he/she is not harming the rights and/or interests of third parties, exclusively assuming any resulting liability as well as any

other liability deriving from the title, use, management and contents of said third-level domain, hereby holding Aruba harmless against any liability that may be claimed against it by anyone as a result of providing the service associated with said third-level domain.

6. Processing of personal data

In addition to what is stated in Article 22 of the general section of these Supply Conditions, it should be noted that as part of any process of interaction with the so-called "social network(s)" previously chosen by the Customer for importing of content via the Service(s), Aruba, on the basis of the settings and authorisations given independently by the Customer to the social network chosen by him/her, will import various types of content present within the Customer's account onto the aforementioned social network.

With regard to such data, the Customer shall act as an independent Data Controller; the processing of such data shall take place in accordance with the provisions of the appointment as Data Processor conferred on Aruba pursuant to art. 28 of Regulation (EU) 2016/679 and present in article 7 below as well as in the additional documents possibly referred to in these Conditions for the provision of the Service, to which full reference is made. For information purposes only, the following is the main information about the "Social Network" services used for these features:

Service Name	Reference information	Instructions on how to disable features
YouTube API Services	http://www.google.com/policies/privacy	https://security.google.com/settings/security/permissions
Facebook Platform Graph API	https://www.facebook.com/policy.php	https://www.facebook.com/settings?tab=applications
Instagram Platform Graph API	https://help.instagram.com/519522125107875	https://www.instagram.com/accounts/manage_access/
Twitter Developer Platform API	https://twitter.com/privacy	https://twitter.com/settings/applications

When registering or linking a social media site, the Customer accepts permissions that authorise the importing of certain types of content. Depending on the social networks, the permissions provided, and the presence or absence of the data, Aruba imports the following categories of data:

Data Category	Examples of types of data
Data linked to the account (Profile, Page, Channel)	Account Name, Account Description, Avatar Photo, Cover Photo, Contact Information (Address, Telephone, Email), Hours
Data on individual content	Photos, posts, tweets, videos, events, and/or reviews that the Customer has uploaded to social media or shared on their feed (if the original author of the content allows the importing of data)
Metadata linked to individual content	Title, description, link, thumbnail photo, upload date, rental tag, playlist or gallery to which it belongs

These data are used exclusively for creating and updating the Customer's website. Permission can be directly withdrawn via the social media platform by following the links in the table above. Revoking permissions blocks the importing of new content, but does not guarantee deletion of all the data already imported. To delete data on Aruba (and permission):

- For a single social media network, unlink that network from the "Social Media Connected" page
- For all social networks linked to a site, delete the site from the "Site Setup" page
- For all social media sites linked to an account, delete the account from the "Account Settings" page.

7. Appointment of the Data Processor

As a result of signing this Contract, the Customer appoints Aruba as the Data Processor of the personal data provided by the Data Controller, as described in article 23 of the general section, for the purposes of providing the Service.

As part of the process of interaction with the so-called "social network(s)" chosen in advance by the Customer for importing content into the Service, based on the settings and authorisations given independently by the Customer to his/her chosen social network, Aruba will import various types of content present within the Customer's account on the aforementioned social network, including, but not limited to:

Account Name, Account Description, Avatar Photo, Cover Photo, Contact Information (Address, Telephone, Email), Hours
Photos, posts, tweets, videos, events, and/or reviews that the Customer has posted on the social network or shared on their feed (if the original author of the content allows the importing of data)

It is understood that the Customer will remain free to revoke and/or modify the aforementioned authorisations and/or settings provided through the platform of the chosen social network(s) at any time, following the instructions provided by the social networks themselves and also reported on webpage <https://guide.hosting.aruba.it/swite/introduction.aspx>.

The Customer hereby acknowledges and accepts that such revocation and/or modification regarding the permissions and/or settings provided would prevent the importing of new content, but not the elimination of those already imported into the Service, which remains the exclusive responsibility of the Customer in its capacity as Data Controller through the procedures made available by Aruba and described on webpage <https://guide.hosting.aruba.it/swite/introduction.aspx>.

SECTION VIII – SPECIAL CONDITIONS FOR PROVISION OF THE “ARUBA DRIVE” SERVICE

This Section contains the special terms and conditions governing provision of the Aruba Drive Service, if purchased by the Customer, with the technical and economic characteristics stated in the Technical Specifications for the Service.

It is understood that, for the purposes of this Section IX, any reference to the Service shall be understood as a reference to the Aruba Drive Service.

1. Definitions

Updating: the operations of updating the Nextcloud core and the plugins carried out by Aruba, in the manner and within the limits indicated at: <https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx>

NextCloud contractual documents: the contractual document published at the webpage <https://nextcloud.com/blog/why-the-agpl-is-great-for-business-users/> and the documents referred to therein as well as the other documents published at <https://nextcloud.com/it/> or made available in some other way or on a different website by NextCloud GmbH, governing the terms and conditions of use of the NextCloud open source cloud storage service;

Nextcloud: Nextcloud GmbH's open-source cloud platform whose features are described at the website <https://nextcloud.com/it/>

Nextcloud GmbH: Nextcloud GmbH or its subsidiary and/or affiliate companies

Service: the “Aruba Drive” Service consisting in the provision on the part of Aruba of some management activities of the hosting and of Nextcloud, such as, by way of example but not limited to, the installation of NextCloud, the updating operations.

Panel: the section from which the Customer can manage the Service through access using his/her login Details.

2. Aruba Drive Service activation and provision

2.1 The Aruba Drive service is included among the Services stated in the Technical Specifications, and can be activated by the Customer in accordance with the procedures described at <https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx>

2.2 With the activation of the Service the Customer may start creating and allocating his/her own virtual infrastructure for which he/she shall be solely responsible and to which he/she alone shall have exclusive access through any Panel or through a specific software for the Aruba Drive Service.

2.3 It is expressly understood that Aruba, in relation to each Service, is not subject to any general obligation to monitor, it therefore does not control or monitor the conduct or acts performed by the Customer and/or by any third party he/she may have authorised through the Service, nor does it control or monitor the information and/or the data and/or the content they may have entered in the Service itself; Aruba is and remains extraneous to the activities that the Customer and/or any third party he/she may have authorised performs completely independently using the login details for the Service, remotely via the internet. 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, of the processing of any data entered and/or processed as part of the Service.

2.4 Aruba does not perform specific backups to the 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 Service; the Customer shall perform a complete backup of the data and/or information and/or content entered and/or processed by them by means of the Service and take 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.

2.5 The Customer hereby acknowledges and accepts that on the expiry date of the Service and, in any case, when the Contract comes to an end for whatever reason, the Parties shall automatically be released from their respective obligations; the Customer hereby acknowledges and accepts that it shall be his or her exclusive responsibility to obtain and store a copy of the data, information and/or contents processed by means 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 no longer be recoverable.

2.6 In any event, the Customer hereby holds Aruba harmless for any and all liability for any total or partial loss or 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.

2.7 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, on its own account or on account of third parties or by the latter if authorized 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 action to protect its rights and interests, including notifying those concerned of useful data to permit the identification of the Customer. Aruba shall in no event be held liable for any direct or indirect damage, of any type or kind, caused by the Customer to third parties who, in any manner or form and for whatever reason, have used the Service.

3. Conditions of use

3.1 Each Nextcloud installation will have one or more pre-installed Plugins as defined and updated on the page <https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx> which will be necessary for the provision of managed services and which the Customer undertakes not to remove.

3.2 The Customer acknowledges and accepts that provision of the Service is characterised by constantly changing technology and is therefore subject to the restrictions of use defined at the link <https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx>. Aruba reserves the right to update these restrictions, in accordance with the provisions of Article 15.2 of the General Conditions. In the event of failure to comply with the aforementioned restrictions, Aruba reserves the right to apply the provisions found at <https://guide.hosting.aruba.it/aruba-drive/introduzione.aspx> and to suspend the Service as defined in art. 12 of the General Conditions.

3.3 The Customer acknowledges and undertakes to ensure that the site and all additional components hosted on the Aruba Drive platform are at all times functional and updatable and compatible with the latest stable version of Nextcloud.

The Customer acknowledges and accepts that through the Service, Nextcloud will be installed at root. The Customer therefore declares, on its own account or on account of third parties to whom it may, for any reason whatsoever, have consented to use the Service that it is in compliance with the licences of the software inserted and used in the Service in accordance with the provisions of art. 5 below.

3.4 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 and their subsequent dissemination on the internet by means of Service have been performed solely at the Customer's own risk and under his/her responsibility.

3.5 The Customer, also in the name and on behalf of third parties to whom it may, for any reason whatsoever, have consented to use the Service, undertakes to use the Service solely for lawful purposes as permitted by the provisions of law applicable from time to time, by customs and normal practice, by the rules of diligence and in any case without violating any rights of third parties, thereby assuming all responsibility in this regard. The Customer also declares that he/she is the sole and exclusive administrator of the Service and as such declares that he/she is solely responsible

(i) for the management of data and/or information and/or contents processed by him/her through the Service, for their security and storage and for the fulfilment of any other activity deemed useful or necessary for ensuring their integrity, undertaking, for this purpose, to apply appropriate and adequate security measures at his/her expense;

(ii) for the content of the information, audio, texts, images, formatting and of the data accessible and/or made available through the Service and in any case, for any reason, transmitted or made available online by the Customer;

(iii) for the malfunctioning of the Service for any use that does not comply with the Aruba Services User Policy;

(iv) for the loss or disclosure of the login details;

(v) for the management of access to its Panel (any connection, modification of the Service or order made through the Customer's Panel is presumed to have been made by the Customer); to this end, the Customer is responsible for changing the login password for the Panel on a regular basis, with an expiry of no more than 3 (three) months.

3.6 The Customer undertakes also to promptly inform Aruba of any unauthorised use of his/her account or of any other security breach identified.

3.7 The Customer undertakes to communicate and enforce to any third party to whom he/she has consented, for any reason whatsoever, to use the Service, all the provisions of the contract without exception, also agreeing to indemnify and hold Aruba harmless from any possible request and/or claim for damages made by anyone which may be due to the violation of the abovementioned provisions and/or to those contained in the Nextcloud contractual Documentation and in any case to the behaviour of the Customer or of the abovementioned third parties.

It is expressly forbidden for the Customer to market the Service as an agent or reseller or dealer or distributor or licensee of Aruba and/or Nextcloud GmbH and, in any case, to market or use it as an Aruba and/or Nextcloud GmbH service or by making use of the trademarks and/or images and/or promotional and advertising material of Aruba and/or Nextcloud GmbH or more in general of any intellectual and/or industrial property right used by Aruba and/or Nextcloud GmbH or of which Aruba or Nextcloud GmbH is the owner.

4. Updates

4.1. With regard to the Service, Aruba performs the update operations based on the versions released by the Nextcloud GmbH provider from the moment they are available. It is understood that these update operations concern only the Plugins and core of Nextcloud featured in the official Nextcloud Directories.

4.2 Merely as a courtesy, Aruba will inform the Customer of the release of new updates, and automatically attempts their installation. The Customer acknowledges and accepts that the installation of the new updates will be performed automatically and periodically by Aruba at its sole discretion and without the need to obtain prior consent from the Customer.

4.3 The Customer acknowledges and accepts that the execution of the update could incur a high degree of risk in relation to the functioning of the Service or the integrity of the data and/or information and/or content entered and/or processed by means of the Service. As such, the Customer expressly releases Aruba from liability pursuant to article 4.4 below.

4.4 The Customer acknowledges and accepts, once and for all, that in performing the operations referred to in this article 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 activities referred to in this Section IX and in this art. 4 such as, 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 same Customer through the Service, total or partial interruption of the Service.

5. Copyright and licensing

5.1 The Customer is obliged to use the Services in compliance with Aruba and Nextcloud GmbH's intellectual and/or industrial property rights as indicated in the Aruba Services User Policy and in the other documents referred to in the Conditions, including these Special Conditions and the Nextcloud Contractual Documentation. Software packages, like any other copyright or other intellectual property right, 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.

5.2 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.

5.3 The Customer is not allowed to make use, in any way and by any means, of the company name, names of technologies and trademarks, such as logos, distinctive signs, designs and word marks in stylised form, of Aruba or Nextcloud GmbH, without the prior written consent of Aruba or Nextcloud GmbH. The Customer represents and warrants that he/she has the necessary rights to all data, software programs or services used in connection with the access or use of the Services and that the activities performed do not violate the intellectual property or other proprietary rights of third parties. The user agrees to access and use the Services (a) without infringing the rights of any third party, and (b) only in a manner that complies with all applicable laws and regulations.

6. Suspension of the Service

Notwithstanding the provisions of Article 12 of Section I, at its discretion and without the exercising of said right being subject to challenge as a default or breach of the Contract, Aruba reserves the right to suspend or interrupt the Service, even without any notice, even in the event that it has not been possible to update the Service 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. Should the Customer not comply before the expiry of this 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 Service, while still keeping the site active.

7. Appointment of the Data Processor

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