

**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 Bibbiena Stazione (AR), Italy, Loc. Palazzetto 4, P.I. 01573850516 (also "Aruba" or "Supplier") and the Customer for the provision of the Aruba Supersite service as described below.

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**1. Definitions**

Where mentioned in the contract 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.

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

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

**Order confirmation:** the notification which confirms receipt of the order, on which a brief indication of the main characteristics of the Service is given and annexed to these Provision Terms and Conditions.

**Terms and Conditions:** these Provision Terms and Conditions for the Aruba Supersite service. Contract: the set of documents referred to in art. 2.

Login details: login and password assigned to the Customer by Aruba.

**Third level domain:** the third-level domain, of the "nomedominio.mysupersite.it" type, specified by the

Customer during the order stage and granted for use to him/her through the Service itself, if chosen by the same Customer.

**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 at <http://supersite.aruba.it/en/>, 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 available at the link <http://supersite.aruba.it/en/> which, fully completed online by the Customer and sent or submitted by them via other means to Aruba after signing, constituting a contractual proposal, formalises the request to activate the Service.

**Editor:** the area for managing the Service which the Customer can access with their login details from the Customer Area which can be reached from the page <http://supersite.aruba.it/en/>.

**Parties:** Aruba and the Customer.

**Aruba Services User Policy:** the document drafted by the supplier and published at <http://supersite.aruba.it/en/>, in the "Terms and Conditions" section, which indicates the rules of conduct and usage restrictions for the Service which apply to all of our Customers.

**Auto-renewal:** option for the auto-renewal of the Service upon expiration for a period equal to that selected initially by the Customer in the Order form. This option is activated for the Service in the event that the Customer chooses to pay for the Service itself by Credit card that is via Pay Pal as indicated in art. 7.8;

**Service:** the "Aruba Supersite" service provided by Aruba, through which the Customer can create and publish his/her own website, on a domain specified by him/her during the order stage, including a third-level domain (e.g. domainname.mysupersite.it type).

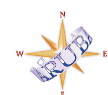
**2. Structure of the contract**

The Contract comprises the documents listed below:

- a) The Provision Terms and Conditions
- b) The Order Form
- c) The Usage Policy for Aruba services
- d) The Price List.

**3. Purpose of the Contract**

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 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 sending of the Order Form, together with the payment of the fee, implies full acceptance by the Customer of these Conditions and constitutes a contract proposal in accordance with Art. 1326 of the Civil Code in respect of Aruba, which is free to accept or reject the proposal. In case of acceptance, the contract is finalised and enters into force with the activation of the Service, followed by the dispatch of the acknowledgement of activation containing the login details. It is understood, in any case, that the use of the Service 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 Failure to accept the proposal sent by the Customer and, in any case, failure to activate the service, will lead to Aruba being exclusively responsible for returning the amount paid in advance by the Customer. It is understood that this sum will not incur interest or charges of any kind. The Customer acknowledges and accepts only having the right to the reimbursement of the price paid and not being able to make any requests for indemnity, compensation for damage or claim of any kind against Aruba for the non-acceptance of the proposal and not therefore for the lack of activation of Service. In the case of the proposal being rejected Aruba will not be obliged to provide any documentary evidence on the matter.

4.4 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.

4.5 After 30 (thirty) days from the date of the Order Form, in the absence of receipt by Aruba of the payment of the fee, the order will be cancelled and deleted, without notice.

#### **5. Activation and delivery of the Service**

5.1 Aruba will activate the Service for the Customer 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. It is understood that third level domains 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 assignment by a third party even if they are not yet included in Aruba's databases.

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.

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

5.3 The Customer may request the conversion of the Service, in the context of the possible solutions indicated on the website <http://supersite.aruba.it/en/>, by paying the corresponding fee, taking care to make a copy of the data and the material processed via the Service, in advance and at their own expense, which is the subject of conversion request. As a result of the conversion the recovery of the content processed by the Customer via the converted Service is not guaranteed.

5.4 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 by accessing the Service, remotely via the internet. In any case, once the Customer has accessed the Service they are the sole owner, in accordance with Legislative Decree 196/03, of the processing of any data entered and/or processed as part of the Service or by using the Service, for the duration of the Contract is for 30 (thirty) days following its expiry.

5.5 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 aforementioned 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 will run for a period equal to the length of time indicated in the Order Form, with effect from the date of its acceptance by Aruba under art. 4 above.

6.2 Prior to its expiration, the Customer can renew the Contract on the basis of the Price List and other contractual terms and conditions in force at the time of renewal.

6.3 The renewal of the Service will preferably be finalised by the Customer at least 15 (fifteen) days prior to the expiry of the Service, by forwarding the relevant request and the payment, according to the procedures and deadlines referred to in art. 7, of the amount provided for in the Price List in force at the time of renewal. Once the renewal procedure has been completed as described above, the Service will be renewed for the period of time contractually agreed with effect from the day following the maturity of the renewed Service.

6.3.1 Notwithstanding the above, if the "Auto-renewal" feature is enabled, upon the expiry date of the Service this will be renewed automatically for a period equal to the period initially selected by the Customer in the Order form. The Customer agrees and accepts that, now for then, in order to ensure the continuity of the Service, Aruba shall instruct its bank to make the payment in its favour 7 (seven) days before the Service expiry date. In case of failed payment, Aruba, as mere courtesy and therefore without assuming any obligation, reserves the right to make a new payment during the following days before the Service expiry date, subject to the following paragraph 4.

6.3.2 The Customer acknowledges and accepts, now for then, that in the case in which: (i) they delete and/or remove the unique identification code of one or more of their credit cards and/or one or more PayPal account, via the Panel; and/or (ii) having chosen the "PayPal" method of payment, autonomously disabled the ability to make automatic payments via this method by means of their own PayPal account; the "Auto-renewal" option for the Service associated with these payments will be automatically switched off, such Service will therefore follow the regulation referred to in paragraph 4 below. The Customer acknowledges and accepts, now for then, that in case (ii) of this paragraph, the operation will take place in an asynchronous mode.

6.4 On the date of expiry of the deadline for the selected Service, and, in any case, at the end of the contractual relationship for whatever reason, the Contract will cease to be effective, the Service will be deactivated and the Parties shall be free from the mutual obligations.

6.5 The Customer acknowledges that after the termination of this Contract it will not be possible to recover any data and/or information and/or content entered by them and/or processed by means of the Service and undertakes, now for then, to make a copy of this data and/or information and/or content in good time before the final termination of the contract. In any case, regardless of the reason for the termination of the Contract, the Customer waives, now for then, Aruba from any and all liability for any total or partial loss or damage to data and/or information and/or content and/or processed by the Customer by means of the Service. The possible recovery of the data and/or information and/or content entered

and/or processed by the Customer remains the exclusive responsibility of the Customer, after the reactivation of the Service, by concluding a new Contract.

## **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, waives Aruba from any and all liability arising from transactions or payments made.

7.3 The Customer acknowledges and agrees that:

a) the payment of the Top-up purchased must be carried out with the procedures published on page <http://ticket-en.aruba.it/KB/c459/01-methods-of-payment.aspx>; and  
b) and constitutes their express and exclusive obligation to purchase the Top-up taking into account the average time for processing the payments indicated on page <http://ticket-en.aruba.it/KB/c459/01-methods-of-payment.aspx> ; and accordingly

c) constitutes your express and exclusive responsibility to arrange payment of the price for the renewal of the Service in a timely manner in order to be able to ensure the continuity and in any case before the same is off to termination of this Agreement for that purpose, taking into account the time processing of payments specified in subparagraphs 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 the link <http://ticket-en.aruba.it/KB/a2666/how-to-use-a-credit.aspx> . If the deadline indicated above passes without the Customer having used the aforementioned 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 during a free promotion, the provisions of these Provision Terms and Conditions relating to the payment of the fee will not apply until its expiry date. The aforementioned 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 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 the contents 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.

9.4 Aruba will not be deemed in any case, liable for the use made of the virtual infrastructure in relation to critical

situations involving, for example, specific risks to the safety of people, environmental damage, specific risks in relation to services for mass transportation, the management of nuclear power and chemical plants and medical devices; in these cases, Aruba is available to evaluate and negotiate a specific "mission critical" agreement with the Customer with the respective SLA.

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 aforementioned Service and reserves the right to take any initiative and actions, to protect its rights and interests, including the communication to 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 provided.

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

9.9 Aruba reserves the right to periodically change the login details for the Service, which will be promptly communicated to the customer by sending to the reference email inboxes indicated when ordering.

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

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

- a) Unforeseeable circumstances, catastrophic events of force majeure;
- b) Act by a third party, even Aruba's supplier;
- c) Malfunction or non-compliance of connection devices

the Customer is provided with or in any case of those used by them;

d) Tampering or interventions on services or on the equipment performed by the Customer or by Third parties not authorised by Aruba;

e) Faults and malfunctions of the machines and software, whether owned by Aruba or its suppliers.

9.12 The Customer henceforth acknowledges and agrees that the so-called trial Services are provided with certain restrictions and/or specifications (including but not limited to: restrictions on the configuration of the chosen Services and/or their duration, the option of early termination and/or deactivation of the Services, restrictions on use, restrictions on the renewal option, financial characteristics) described from time to time on the link <http://hosting.aruba.it/>, to which express reference is made. Therefore, the Customer relieves Aruba from any and all liability for any direct or indirect damage or any other damage whatsoever sustained and that may be sustained due to or as a result of the aforesaid restrictions and/or specifications.

## 10. Customer's obligations and rights

10.1 The Customer has the right to use the Service 24/7/365 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 The Customer guarantees, even under, and for the effects of art. 494 of the Italian Penal Code, that the data, contact information and the information provided to Aruba for the purposes of concluding the contract are accurate, truthful, up-to-date, and such as to permit their identification and undertakes to notify Aruba of any changes to them, including the email address indicated in the Order Form, in the knowledge that the failure of this obligation can lead to consequences involving, but not limited to, even the revocation of the domain name. Aruba reserves the right to verify such data and/or information even by requesting additional documents that the customer undertakes, now for then, to submit. In any case, the Customer is and remains solely and exclusively criminally and civilly liable for having concealed or attempted to conceal their identity or declared or tried to declare a false identity, or acted or attempted to act in such a way as to impair or prevent their identification at the time of identification by any means. In such cases the Customer will be considered solely responsible for any damages suffered and to be suffered by Aruba and/or by third parties, and in each case now undertakes to indemnify and/or hold harmless Aruba from any claim, action, and/or request for compensation or damages that might be submitted by anyone in its respect.

10.3 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 either 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.

10.4 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 they have implemented by means of the afore-mentioned Service and their subsequent dissemination on the internet network via the same Service have been performed solely at the Customer's own risk and under their responsibility.

10.5 The Customer agrees to use the Service exclusively for legal purposes and for purposes that are permitted by the laws in force applicable from time to time, by the customs and traditions, by the rules of diligence and in any case, without damaging any rights of third parties, thus accepting full responsibility. The Customer declares being the sole administrator of the Service and as such claims to be solely responsible for (i) the management of the data and/or information and/or content processed by them in the virtual infrastructure, of their safety and their saving and the fulfilment of every other activity deemed useful or necessary to ensure the integrity, committing them, accordingly, to apply, at the Customer's expense and care, appropriate and adequate security measures; (ii) the content of the information, sounds, texts, images, elements of form and data that is accessible and/or made available in the virtual infrastructure, and in any case, transmitted for any reason, or put online by the Customer; and (iii) malfunctions of the Service for any use not conforming with the Aruba Services User Policy; (iv) loss or dissemination of login details; (v) managing access to their Management Panel (any connection, change to the Service or order made by the Customer's Editor deemed to be performed by the Customer).

10.6 Without prejudice to the provisions in respect to the processing of the data referred to in art. 5.4 above the Customer guarantees, with reference to the third party data processed by it when ordering and/or use of the Service, having previously provided the information referred to in art. 13 of Legislative Decree 196/2003 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. 10.11 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 they are the sole owner, in accordance with Legislative Decree 196/03, the processing of any data entered and/or

processed by the Service.

10.7 The Customer undertakes to notify Aruba, by opening a ticket from the page <http://ticket-en.aruba.it/>, of any changes to their personal information and their contact information including the email address indicated at the time of ordering.

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

10.9 The Customer undertakes, now for then, to make every reasonable effort to promptly identify and formally notify Aruba of the following circumstances:

- 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 faulty or uncertified equipment, or that there are dysfunctions which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and things.

10.10 The Customer acknowledges that the internet cannot be controlled by Aruba and that, due to the peculiar structure of the network, it is unable to guarantee the service provisions and functionality or control the content of the information that it transmits. For this reason no responsibility can be attributed to Aruba for the sending or receiving of illegal information of any nature and type.

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 undertakes, now for then, to indemnify and waive Aruba from every and any request or claim made by third parties for damage caused to them by or through using 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.

10.13 The Customer must have, at his/her own expense and under their 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.

10.14 The Customer acknowledges and agrees that, with the user license for the third level domain, s/he does not obtain any rights to the same name, and assumes the liability that arises from the use and management of the afore-mentioned third level domain, and declares having the right to use and/or having legal availability of the latter and not to harm, with this request to obtain the user license and/or with the third level domain chosen for it, rights and/or interests of third parties, in an exclusive way, assuming any consequent liability as well as any other liability that derives from ownership, from the use by management and the content of the above third level domain, waiving, now for then, Aruba from any liability that it should be contested by anyone as a result of the provision of the Service that is associated with the afore-mentioned third level domain.

10.15 The Customer undertakes to observe and accept the documents indicated below, without reservation, on their content, by declaring that s/he has noted the following:

- a) The rules for the good use of network resources, contained in the document "netiquette", published on the website of the Italian Naming Authority (<http://www.nic.it/tutto-sul.it/netiquette/>);
- b) The provisions contained in the Aruba Knowledge Base, on the website <http://ticket-en.aruba.it/>;
- c) The provisions of the Regulations and guidelines of ccTLD.it set out in the Register of the ccTLD.it, the Authority responsible for domains with the extension .it, published on the website <http://www.nic.it/>;
- d) The UDRP policy of ICANN, <http://www.icann.org/en/dndr/udrp/policy.htm>.

As regards proof of all the operations carried out by the Editor 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, 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 (Legislative Decree 196/2003);
- 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.

10.16 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.

## **11. Support and maintenance**

11.1 Technical support is exclusively offered within the times and in the manner indicated on the website <http://ticket-en.aruba.it/>. The Customer is required in each case to promptly notify Aruba of any irregularities or dysfunctions that s/he detects with respect to 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 activity is provided and indicated on the website <http://ticket-en.aruba.it/>.

11.2 Any request for "customized" work and/or advise and in any case requests which involve the Customer sending the Service login and passwords details to Aruba must be submitted to Aruba, which in any case reserves the right to assess their feasibility, via support ticket sent from the website <http://ticket-en.aruba.it/>. In this case, merely by submitting a ticket and/or by sending a request for advice, the Customer authorises Aruba and/or companies possibly hired by Aruba entrusted to carry out the hardware/software intervention required and/or necessary; the Customer, acknowledges and agrees that the intervention occurs with variable timing according to the following criteria: a) type of action required; b) order of arrival of the intervention requested; c) priority nature of the intervention requested. In order to enable the correct and rapid completion of the intervention requested the Customer undertakes to provide all the specifications and information requests from Aruba.

With the sending of the intervention request referred to in this paragraph, the Customer:

- a) Declares being aware that such an intervention may involve a high degree of risk for the operation of the Service or for the integrity of data and/or information and/or content which the Customer input and/or processed in the Service; and
- b) Accepts, now and in the future, to assume all the associated risks, and
- c) Undertakes, now and in the future, to obtain, prior to the execution of the intervention, a full backup copy of the data and/or information and/or content entered and/or processed in the Service.

Notwithstanding the above, the Customer henceforth shall hold harmless Aruba and/or the Companies belonging to the Aruba Group and their staff, as well as the external Companies appointed for its operations 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 paragraph, 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 Service, and total or partial interruption of the Service itself.

11.3 Aruba reserves the right to interrupt the delivery of the Service to proceed with technical interventions aimed at improving their operation. In this case the Customer will receive 7 (seven) days' notice by email; the communication will also indicate the timing of the restoration.

## **12. Suspension of the service**

12.1 Without prejudice to the application of the Art.13 and 14 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, their 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 interventions 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 acts and behaviour implemented through the Service or related thereto, the domain assigned to him/her, its contents or acts and behaviour implemented through the same. 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 for one or more years while, however, maintaining the measures previously adopted. The legitimate assignee of the domain 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) suspension is requested by the Judicial Authority;
- g) there are justifiable reasons of safety and / or protection of confidentiality;
- h) the Customer uses defective equipment or unapproved, or that present a malfunction that could damage the integrity of the network and / or disrupt the Service and / or risk to the physical safety of people and property.

12.2 In any case of suspension of the Service due to the

Customer any action by Aruba for compensation for damages remains without prejudice.

12.3 During the suspension, 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.

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. Termination**

13.1 The Customer whether qualified as a "consumer", identified, in accordance with Art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code" ), with the natural person who acts for purposes not related to his/her business or professional activities, or not qualified as a "consumer" will always have the right to terminate the contract at any time, without penalty and without giving any reason, with written notice by registered mail with acknowledgement of receipt to Aruba S.p.A. , Loc. Palazzetto n° 4, 52011 Bibbiena Stazione (Arezzo), Italy or by means of certified email (PEC) to the address [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it). This notification may also be sent by telegram, telex or fax, as long as it is confirmed by registered letter with acknowledgement of receipt or PEC within 48 hours. The withdrawal will become effective within 30 (thirty) days from the date of receipt by Aruba of the notice, legally permitting Aruba to deactivate the Service and to make any refund of the amount paid corresponding to the number of days not used until the next natural expiration of the contract, after having deducted the costs incurred and/or borne, in accordance with art. 1, Paragraph 3 of Law 40/2007.

13.3 Aruba reserves the right to withdraw from the contract at any time and without stating its reasons, after providing written notice to the Customer, with of at least 15 (fifteen) days' notice, except in the case where

- (i) events are determined by causes of force majeure;
- (ii) the Customer is entered in the register of protests, is declared insolvent, 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.

It is understood between the Parties that from the date of effectiveness of the withdrawal the Service will be deactivated at any time and without further notice, and Aruba will reimburse the Customer for the rate of the amount paid corresponding to the number of days not

used, until the next natural expiration of the contract, after having deducted the costs incurred and/or borne. In any case, any further liability for Aruba for exercising the right of withdrawal and/or for loss of use of each 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 default - termination terms**

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, 16 and 17 of these Provision Terms and Conditions as well as the provisions provided in documents to which they refer; or,
- b) Breaches the Usage Policy for Aruba services; or,
- c) Performs any illegal activity, by using the Service;
- d) Assigns all or part of the contract to third parties, without prior written consent from Aruba.

14.2. Moreover, in the event of failure to fulfil its obligations

under the contract, Aruba reserves the right to send the Customer, at any time, for all the purposes and effects referred to in Art. 1454 of the Civil Code, formal notice within 15 (fifteen) days of receipt of the registered letter with return receipt.

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 Contract and/or Aruba Policy**

15.1 The Customer acknowledges and agrees that the Service which is the subject of the Contract 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 at any time, even after its signing, without this leading to obligations arising of any kind in respect of the Customer. Any software licensing costs paid, through Aruba to the respective licensees will be adjusted automatically in the case of a change in prices by 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 <http://supersite.aruba.it>. The abovementioned changes shall take effect 30 (thirty) days after the date of relevant communication. If the Customer does not intend to accept the above changes including those relating to the fee, they



may exercise the right to withdraw from the Contract within the afore-mentioned period with written notification to be sent by registered mail with acknowledgement of receipt to Aruba S.p.A., Loc. Palazzetto n. 4, 52011 Bibbiena Stazione (Arezzo), Italy or by means of certified email (PEC) to the address [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it). In the absence of exercising the right of withdrawal by the Customer, in the terms and ways indicated above, the variations shall be interpreted as definitively known and accepted by them.

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

15.4 If Aruba makes technical-economic changes that are pejorative or burdensome in performance and/or economic terms or changes the terms of the contract in any part, the Customer will be notified of said changes via email or publication on the website <http://supersite.aruba.it/en/>. These changes will take effect after 30 (thirty) days from the date of their notification. In the same period the Customer will be able to exercise the right to withdraw from the contract with written notification to be sent by means of registered letter with acknowledgement of receipt to Aruba S.p.A., Loc. Palazzetto n° 4, 52011 Bibbiena Stazione (Arezzo), Italy or by means of certified email (PEC) to the address [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it).

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

15.5 Aruba reserves the right to change the Usage Policy of Aruba's services 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 licenses

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 methods indicated on the respective websites exclusively for their 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. Information security

The Customer, acknowledging that the company Aruba has been awarded ISO 27001:2005 certification and has other means and/or instruments deemed suitable to protect information security (physical, logical, computer science and organisational) in the most effective way, undertakes, now and in the future, not to disclose confidential information known or handled in connection with the execution and/or application of the Contract or make it in any way available to third parties in the absence of the specific written consent of Aruba.

## 18. Final provisions

18.1. This Contract supersedes any previous Contract that may have been concluded between Aruba and the Customer that can be traced back for any reason under the same login details (login and password) regarding the Service and constitutes the ultimate and integral manifestation of agreements concluded between the Parties on this subject. No modification, footnote or clause still be added to this Contract will be valid and effective between the Parties unless specifically and expressly approved in writing by both parties. In the case of special agreements with the Customer these must be formulated in writing and will constitute an addendum to this agreement.

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

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

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

18.5 The Contract concluded with the Customer will be

sent by mail, kept in the Supplier's computer systems and will be sent to the Customer upon request in the manner indicated in Art. 18.4 above.

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 agrees that Aruba may communicate to third parties and/or disclose the data relating to the Contract in any form (but not limited to: the purpose, duration, name of the Customer) as a commercial reference to promote 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 undertakes not to sell the Contract to third parties without prior written permission from Aruba.

## 19. Complaints

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

Aruba S.p.A.

Loc. Palazzetto n. 4

52011 Bibbiena Stazione (Arezzo), Italy

by means of registered letter with acknowledgement of receipt, or forwarded via a ticket to the 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. Survival

This clause, the other clauses in these Terms 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 for any cause or due to any responsible 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. Termination
14. Express termination clause - termination for default – termination terms
16. Copyright and licenses
17. Information security
22. Applicable law, jurisdiction and competent court

## 21. Processing of personal data

The processing of the Customer's personal information and

provided by them to Aruba for the purposes of implementing this Contract and the subsequent provision of the Service, will comply with Legislative Decree 196/2003, the privacy policy issued by Aruba when registering personal information and with the consent to the processing of the information expressed at the time by the Customer.

## 22. Applicable law, jurisdiction and competent court

22.1. 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); they are understood as being automatically amended, and/or adjusted to that provided in subsequent legal and/or regulatory provisions.

22.2. For anything not expressly provided for in the Contract, the Parties make express reference, as far as possible, to the legal provisions currently in force.

22.3. 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 their 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.

22.4. When, on the basis of para. 19.2 above, 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 their 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 they were 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.