

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

### General provisions

These Provision Terms and Conditions, together with the documents referred to in art. 2 below govern the contractual relationship which is established between Aruba S.p.A., whose registered office is in Bibbiena Stazione (AR), Italy, Loc. Palazzetto 4, P.I. 01573850516 (also "Aruba" or "Supplier") and the Customer for the provision of the Hosting services as described below.

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### 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.

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

**Additional Services:** the additional services to the Hosting Aruba.it Service (i.e. ADD ONS), in the solutions expressly provided on the website <http://admin.aruba.it/login.aspx>, whose activation the Customer may request after payment of the relevant fee.

**Aruba Privacy Policy:** the document published on the page <http://hosting.aruba.it/termini-condizioni.asp?Lang=EN> that

describes how Aruba Customers' personal data is processed and contains information about Art. 13 of Legislative Decree 196/2003.

**Aruba Services User Policy:** the document drafted by the supplier and published on the page <http://hosting.aruba.it/termini-condizioni.asp?Lang=EN>.

which indicates the rules of conduct and usage restrictions for the Service which apply to all of our Customers.

**Clauses for registering .it domains:** the document containing the terms of the contract provided by the Registry of ccTLD.it, published on the page <http://hosting.aruba.it/termini-condizioni.asp?Lang=EN>, which the Customer must accept and undertake to observe in the case of registering a domain name with ccTLD.it.

**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.

**Contract:** the set of documents referred to in art. 2.

**Control Panel:** the section from which the Customer can manage the Service through access using his/her login details (login and password) from the page <http://admin.aruba.it/login.aspx>;

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

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

**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.

**Order form:** form that, filled out by the Customer with all the required data and then sent by them to Aruba via the website <http://hosting.aruba.it/index.asp?Lang=EN>, or by other means after subscription, constituting a contract proposal, formalises the request to activate the Service.

**Parts =** Aruba and the Customer.

**Price List:** the document published on the page <http://hosting.aruba.it/index.asp?Lang=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.

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



**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 <http://hosting.aruba.it/index.asp?Lang=EN>, and in the provision of Additional Services. 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 <http://hosting.aruba.it/index.asp?Lang=EN>.

**Technical characteristics:** The information published on the page <http://admin.aruba.it/login.aspx> containing the technical characteristics of the Service.

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

## 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 services
- e) The Aruba Privacy Policy
- f) The Price List
- g) Clauses for registering .it domains, if you would like to order 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 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 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 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** 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 90 (ninety) 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 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.

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 or created via the Service.

**5.3** 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



<http://hosting.aruba.it/index.asp?Lang=EN>. 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 advertising services (hereinafter, Advertising Services) that, on the basis of the type chosen, may also have a different duration. The provision of Additional Services is governed and regulated by these General Terms and Conditions, with the exception of the Certified Electronic Mail (PEC) services and the Advertising Services which are governed respectively by the General Terms and Conditions of the PEC Contract Service and the Supply Terms and Conditions for the Advertising Services (published on the page <http://hosting.aruba.it/termini-condizioni.asp?Lang=EN>, which should be referred to in its entirety).

**5.4** The Customer may request the conversion of the Service, in the context of the possible solutions indicated on the website <http://ticket-en.aruba.it/Main/Default.aspx> 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.

**5.5** 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 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 for the duration of the Contract and for 30 (thirty) days following its expiry.

**5.6** 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.

## 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 is complete as described above, the Service will be renewed for the period of time contractually agreed with effect from the date of expiry of the renewed Service, even in the case where the renewal is completed after the expiry of the Service.

**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.

**6.6** 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 they have not used the Service is explicitly excluded.

**6.7** On the expiry date, if the Service has not been renewed, Aruba reserves the right to:

- a) put, a web page in place of the homepage of the domain containing advertisements, without changing the registration details found in the WHOIS register of the competent Authority. Such content will remain displayed online until the actual cancellation date of the domain name from the register of the competent Authority; and/or
- b) keep the domain name registration active and consequently change the details of the owner.

**6.8** 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).

**6.9** The Customer, after the expiry of the Service and within the time limits laid down by the individual competent Authorities and indicated on the website <http://ticket-en.aruba.it/Main/Default.aspx>, will attempt to regain the assignment of the domain, according to the terms and conditions specified therein, providing for payment of the fee



for the services that he/she intends to activate and any further amounts required to recover the domain from the competent Authority and indicated on the website <http://ticket-en.aruba.it/Main/Default.aspx>.

#### 7. Fees, payment terms and methods and guarantees

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

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

**7.3** The Customer acknowledges and agrees that:

A) the payment of the price of the service must be performed according to the procedures published on the page <http://ticket-en.aruba.it/Main/Default.aspx>; and

b) for the purposes of determining the activation times, they are expressly and exclusively responsible for choosing a payment method taking into account the average time for processing the payments indicated on the page <http://ticket-en.aruba.it/Main/Default.aspx>; and for the effect,

c) they are 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 (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/Main/Default.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 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.

#### 8. Delayed or non-payment

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

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

#### 9. Aruba's obligations and limitations of liability

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

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

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

**9.4** Aruba will not in any case be deemed responsible for the use made of the Service in relation to critical situations which involve, for example, specific risks to the safety of people, environmental damage, specific risks in relation to mass



transport services, the management of nuclear and chemical power plants and medical devices; in such cases, Aruba is available to assess and negotiate a specific "mission critical" agreement with the Customer with any respective SLAs.

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

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

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

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

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

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

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

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

- a) unforeseeable circumstances, catastrophic events of force majeure;
- b) act by a third party, even Aruba's supplier;
- c) malfunction or non-compliance of connection devices the Customer is provided with or in any case of those used by them;

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

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

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

## 10. Customer's obligations and rights

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

**10.2** 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 sufficient to permit their identification and undertakes to notify Aruba, by the procedures listed at the link <http://ticket-en.aruba.it/Main/Default.aspx>, 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, by way of example only, even the revocation and/or suspension 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 responsible in criminal and civil terms by having by any means, acted or attempted to act in such a way as to impair or prevent their identification. 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 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 correctness of their data within this period, they will be deemed to be correct.

The competent Authority has in any case and time, the right to check that the data and contact information indicated by the Customer for the registration of the domain name



(Registrant Details) is correct also by requiring that they be confirmed directly by the latter via email and to suspend the domain name, in case of failed confirmation within the given deadline.

**10.4** The Customer acknowledges and agrees that the registration of a domain name involves the insertion of their personal data in a publicly accessible register kept at the Registration Authority responsible for the extension selected, except in cases where the customer:

- a) has requested the obscuring of their personal data in the manner indicated by the ccTLD ".it" Register at the link [www.nic.it](http://www.nic.it), for domains with .it extensions;
- b) has purchased the additional service "whois privacy statement", according to the methods described in the Article. 5.3 above and under the conditions indicated on the website <http://hosting.aruba.it/index.asp?Lang=EN>, and has planned to obscure their 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 <http://hosting.aruba.it/index.asp?Lang=EN>.

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

**10.5** Without prejudice to the provisions in respect to the processing of the data referred to in art. 5.5 above the Customer guarantees, with reference to the third party data processed 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. 10.16 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 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 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.

**10.7** The Customer acknowledges and agrees that any operation performed by means of the Service is presumed to be carried out by the Customer and that the knowledge by a third party of the login details or additional codes assigned to

the Customer by Aruba, may allow the latter to unduly use the Service and access the information and/or the contents or data processed by it. Therefore, the Customer undertakes to store and use the afore-mentioned login details/codes with the utmost confidentiality and ensure that they are changed periodically with a frequency not greater than 3 (three) months, as well as to inform Aruba of any unauthorised use or any other security breach identified.

**10.8** The Customer acknowledges and agrees that their assignment of 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 their own risk, for the management of data and/or information and/or content processed by them via the Service, their security and their saving and for the fulfilment of every other activity deemed useful or necessary to ensure the integrity, striving for the effect, to apply, at its expense and care, suitable and appropriate security measures; (ii) the content of the information, the sounds, texts, images, elements of form and the data that is accessible and/or made available via the Service and for any reason, transmitted, distributed or made available online by the Customer; (iii) for malfunctions of the Service for any use not conforming to the User Policy for Aruba Services; (iv) for the loss or dissemination of the codes to use the Service or other codes assigned by Aruba; (v) for the management of access to its control panel (any connection, change to the Service or order via the the Customer's control panel is deemed to be performed by the Customer).

**10.9** The Customer agrees and undertakes to observe the documents indicated below, without reservations over their content, by declaring that having acknowledged the following:

- a) the rules for the good use of network resources, contained in the document "Netiquette", published on the website of the Italian Naming Authority (<http://www.nic.it/tutto-sul.it/netiquette/?searchterm=netiquette>);
- b) the provisions contained in the Aruba Knowledge Base, on the website <http://ticket-en.aruba.it/Main/Default.aspx>;
- c) the provisions of the policy provided by the Registration Authorities responsible for the domain extension chosen, published on the relevant institutional sites such as for domains with the extension .it, Regulations and Guidelines of the ccTLD.it, published on the website <http://www.nic.it/>, for domains with the extension .eu, those published on the website <http://www.eurid.eu>, for domains with an extension



other than .it and .eu those published at <http://www.opensrs.com>, such as by way of example only those published at

<http://www.opensrs.com/docs/contracts/exhibita.htm>;

d) the ICANN UDRP policy, <http://www.icann.org/en/dndr/udrp/policy.htm>, and the policy of the ccTLD “.it” Registry, <http://www.nic.it/legale/regolamento-dispute-e-linee-guida-legali>;

e) the documents provided by ICANN and published at <http://www.icann.org/>, such as by way of example only those published at

<http://www.icann.org/en/resources/registrars/registrar-rights-responsibilities>,

<http://www.icann.org/en/resources/registrars/registrar-rights/benefits>

and <http://www.icann.org/it/resources/registrars/registrar-rights/educational>

**10.10** 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 behavior 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.

**10.11** 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 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.

**10.13** 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 (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.

**10.14** 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** 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.

## 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/Main/Default.aspx>. 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/Main/Default.aspx>.

**11.2** Any requests for "customised" interventions and, in any case, interventions that require reporting to Aruba of the login details for the Service by the Customer or involving, however, access by Aruba to the Customer's Service will be forwarded to the same Aruba by ticket from the website <http://ticket-en.aruba.it/Main/Default.aspx>. With these assumptions, with the mere opening of the ticket the Customer authorises Aruba and/or companies possibly entrusted by Aruba to carry out the hardware/software intervention required and/or necessary; the Customer, acknowledges and agrees that this intervention, will take place with variable timing according to the following criteria:

a) type of action required; (b) order of arrival of the request



for intervention; c) priority nature of the request for intervention. In order to enable the correct and rapid completion of the intervention required, the Customer undertakes to provide all of the specifications and information requested by Aruba.

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

- a) declares being aware that such an intervention can have a high degree of risk to the operation of the Service, or to the integrity of the data and/or information and/or content which they have input and/or processed via the service; and
- b) agrees, now for then, to take on all the associated risks, and
- c) undertakes, now for then, to obtain, prior to the execution of the intervention, a full backup copy of the data and/or information and/or content which they have input and/or processed via the service.

Notwithstanding the above in any case, the Customer, now for then, waives Aruba and/or companies controlled by it and their staff, as well as external companies responsible for the intervention and their staff from responsibility for any direct or indirect damages, of any nature and type suffered and endured by or due to the intervention referred to in this section, such as, merely by way of example, total or partial loss or damage to data and/or information and/or content input and/or processed by the Customer via the Service, or total or partial interruption of the Service.

**11.3** Aruba reserves the right to suspend or stop the delivery of Services for technical maintenance interventions. 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.

## 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 and in the Aruba Privacy 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 the domain name registered, its contents, email inboxes or acts and behavior 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) where they satisfy security and/or guarantee of confidentiality reasons;

h) 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..

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 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.

**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** 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 with a copy of their identity document enclosed 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) . 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 Legislative Decree 7/2007 converted into Law 40/2007.

**13.2** 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, 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.

**13.3** 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, 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** 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.

**15.2** If, even for circumstances beyond Aruba's control (by way of example but not limited to, increase in electricity costs, changes in legislation or measures and/or regulations of the reference Authority involving more charges for Aruba, etc.) changes to the assumptions used in the formulation of economic and/or contractual conditions for the provision of the Service, Aruba reserves the right to amend these conditions including, but not limited to, charges, fees collection, the billing frequency or the terms and conditions of payment, after providing the Customer with 30 (thirty) days' written notice.. 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://hosting.aruba.it/index.asp?Lang=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 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 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. Security of information

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/Main/Default.aspx>, except for the form provided for notifications referred to in paragraph 7 below.

**18.5** The Contract concluded with the Customer will be 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 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. The Customer undertakes not to sell the Contract to third parties without prior written permission from Aruba.

**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 n. 4

52011 Bibbiena Stazione (Arezzo), Italy

by means of registered letter with acknowledgement of receipt, or forwarded via a ticket from the Aruba support department, within and no later than 7 (seven) days from the time the occurrence of the subject of complaint. Aruba will investigate the complaint and will provide a written answer within 30 (thirty) days from receipt of the complaint. In the case of complaints with particular complex facts, which do not permit a full reply within the time limits referred to above, Aruba will notify the Customer within the aforementioned times on the progress of the case.

### 20. 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
22. Applicable law, jurisdiction and competent court

### 21. Processing of personal data

**21.1** 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, 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. The data subjected to processing, for the purposes of implementing this Contract, may be communicated to Aruba's third party suppliers, with headquarters abroad within the European

Union, in accordance with and within the limits of Article 42 of Legislative Decree no. 196/2003 and abroad in countries outside the EU in the context and within the limits specified in Article 43 of Legislative Decree no. 196/2003.

### 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) 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.

**22.2** As not expressly provided Contract Parties they expressed referral insofar possible, rules laws.

**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 par. 22.2 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.

