

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

## General provisions

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

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## SECTION I - GENERAL TERMS AND CONDITIONS

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

**Price List:** the document published on the page <https://hosting.aruba.it/en/home.aspx> in which all of the economic aspects of the Service are indicated, or, alternatively, if appropriate, the document containing these aspects sent to the Customer by Aruba in the event of a separate, specific and different agreement between the Parties.

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

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

**Parties:** Aruba and the Customer.

**Aruba Services User Policy:** the document drafted by the supplier and published at [https://hosting.aruba.it/documents/tc-files/en/6\\_arubaservicesuserpolicy.pdf](https://hosting.aruba.it/documents/tc-files/en/6_arubaservicesuserpolicy.pdf) which indicates the rules of conduct and usage restrictions for the Service which apply to all of our Customers.

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

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

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

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

### 2. Structure of the contract

The Contract comprises the documents listed below:

- a) The Provision Terms and Conditions
- b) The Order Form
- c) The Technical Specifications
- d) The Usage Policy for Aruba service
- e) The Price List

- f) Clauses for registration of IT domains, in case of orders of a domain name with ccTLD .it

### 3. Purpose of the Agreement

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

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

### 4. Finalising the Contract

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

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

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

**4.4** Notwithstanding the provisions related to Premium Domains, which can be found at link <https://hosting.aruba.it/en/domains/premium-domains.aspx>, and for orders relating to such Premium Domains, after 30 (thirty) days following the date indicated on the Order Form, if Aruba has not received payment for that order, the order will be revoked and cancelled, without notice.

### 5. Activation and delivery of the Service

**5.1** Aruba will register the domain name strictly respecting the chronological order of requests received (according to the principle of first come, first served), provided that they are accompanied by confirmation of payment of the contractual fee for the Service. Without prejudice to the above it is understood that:

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

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

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

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

**5.4** This Service is provided until the expiry of the Contract. As that date approaches, as a courtesy and without assuming any obligation in relation to the Customer, Aruba reserves the right to send impending expiry alerts to the contacts indicated by the Customer at the order or service delivery stage (including the email inboxes associated or created via the Service).

**5.5** The Customer also has the right to buy, by means of a suitable order and payment of the corresponding fee, one or more of the Additional Services listed on the website <https://hosting.aruba.it/en/home.aspx>. It is understood that the Additional Services, regardless of the time of their activation, have the same expiry date as the main Service they are associated with, with the exception of Web Marketing services (hereinafter, Web Marketing Services) and SpazioMailillimitato and the other services listed on <https://hosting.aruba.it/en/home.aspx>, that, on the basis of the type chosen, may also have a different duration. The provisioning of Additional Services is governed and regulated by these General Terms and Conditions. Subject to the provisions of articles 6.2, 6.4 and 7.8, the additional Services of Certified Email (PEC), Web Marketing Services and Managed WordPress Services are governed respectively by the provisions referred to in this section of the Conditions and by those referred to in the subsequent relevant Section.

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

**5.7** The Customer hereby expressly authorises Aruba to link the chosen domain name to a web page containing advertising messages and/or content relating to the Services provided by Aruba (including, but not limited to, Aruba's distinctive marks; links to the aruba.it sites

or related to it; links to the Guidelines drawn up by Aruba; etc.). The Customer declares that it has no request or claim against Aruba regarding its actions, as a result of said authorisation and acknowledges that content relating to Aruba is its exclusive property. In any case, it is recognised that the Customer may insert the desired content in the web space associated with the domain name at any time during the term of the contract.

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

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

## 6. Contractual term and renewal

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

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

In order to ensure the continued supply of the Service(s), Aruba shall ask its Banking Institution, 7 (seven) days prior to the actual expiration date of the Service(s), to make the payment in its favour of the amount established for the renewal of the Service(s); in the event of failure to credit the amount established for one or more of the Services to be renewed, notwithstanding the provisions of paragraph 6.7 below, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, Aruba shall reserve the right to perform once again said operation over the subsequent days preceding the Service expiration date.

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

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

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

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

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

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

**6.6** Subject to the provisions of other documents forming part of this Contract, the Customer hereby acknowledges and accepts that on the expiration date of each Service and, in any case, at the end of the Contract for whatever reason, the Parties shall automatically be discharged from the respective obligations; the Customer hereby acknowledges and accepts that it shall be his or her exclusive burden to obtain and store a copy of data, information and/or contents processed by way of the Service(s), it being understood that once the Contract has ended or the Service has expired, said data, information and/or contents may not be recovered anymore.

Without prejudice to the foregoing, with specific reference to the data entered and/or processed through the Service, the Customer agrees and accepts that if the period of 30 (thirty) days from the date of expiry of the Contract elapses, the content and/or information entered and/or processed by the Customer through the Service will be deleted, any liability on the part of Aruba being hereby explicitly ruled out. In any event, the Customer hereby holds Aruba harmless for any and all liability for any loss or total or partial damage of data, information and/or contents entered and/or processed by said Customer by way of the Service(s).

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

**6.7** In any case in which the domain name, registered and/or maintained by the Registration Authority responsible for the Services provided by Aruba, is transferred to another Provider before the expiry of the Service, the Contract will be deemed ceased at the end of the transfer procedure, where this is concluded prior to the expiry; otherwise, it will cease on the date originally agreed. Any

reimbursement by Aruba with respect to the Customer for the period of time in which he/she has not used the Service is explicitly excluded.

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

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

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

**6.11** Following the expiry date of the Service(s) and within the deadlines set by the individual competent Authorities, as indicated on the website, <https://guide.hosting.aruba.it/home.aspx>, the Customer may recover the registration of the domain name or ask for it to be reassigned to him or her, in accordance with the procedures and the conditions indicated by Aruba, by paying the fee for all the services that he/she wishes to activate and any further amounts necessary for the recovery of the domain name from the competent Authority, as indicated on the website, <https://hosting.aruba.it/en/home.aspx>. Without prejudice to the provisions of the previous art. 6.6.

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

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

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

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

a) the payment of the price of the service must be performed according to the conditions published at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx> and

b) for the purposes of determining the activation times, he/she is expressly and exclusively responsible for choosing a payment method taking into account the average time for processing the payments indicated at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx>; and for the effect,

c) he/she is expressly and exclusively responsible for paying the price for the renewal of the Service in a timely manner in order to be able to ensure its continuity and, anyway, before it is disabled due to the expiry of the Contract, also taking into account for this purpose the processing times of payments specified in section b) of this article.

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

**7.5** The Customer will be able to use any residual credits thereof for any reason not attributed to any Service to purchase or renew any other services provided by Aruba. This option may be exercised by the Customer no later than 12 (twelve) months from the date of payment of these credits using the methods indicated at <https://guide.hosting.aruba.it/pagamenti-e-fatturazione/gestione-pagamenti.aspx>. If the deadline indicated above passes without the Customer having used the afore-mentioned credit, this will be deemed definitively purchased and claimed by Aruba and the Customer will not be able to request a refund or its use.

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

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

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

## 8. Delayed or non-payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 10. Customer's obligations and rights

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

**10.2.1** The Customer also provides a guarantee, in accordance with art. 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that the data and information sent to Suppliers for entering into the Contract are true, correct and allow for their identification, and undertakes to inform Suppliers of any changes therein, including the e-mail address shown in the Order Form. The Suppliers reserve the right to verify such data and/or information by also requesting any additional documentation that the Customer henceforth agrees to submit. If the Customer, on identification, is found to have concealed its true identity or to have falsely stated that it is another party, which may also involve the use of untrue personal documents, or if it has acted in such a way as to compromise the identification process, it acknowledges and accepts that it will be held liable, which includes criminal liability, for the false declarations and/or for the use of false documents or impersonation pursuant to art. 494 of the Italian Code of Civil Procedure, and will also be deemed exclusively liable for all damages that have and shall be suffered by the Suppliers and/or by third parties as a result of the inaccuracy

and/or false nature of the information submitted, hereby assuming the obligation to hold the Suppliers harmless against any claim, action and/or indemnity or compensation for damages that may be brought against them by any party.

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

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

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

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

a) has requested to hide his/her personal data as indicated by the ccTLD ".it" Registry at <https://www.nic.it/en>, for domains with .it extensions;

b) has purchased the "whois privacy statement" Additional Service, according to the conditions described in the Article 5.3 above and under the conditions indicated at <https://hosting.aruba.it/en/home.aspx>, and has planned to hide his/her personal data on the whois registry of the Registration Authority responsible for domains with a different extension from .it and .eu, provided that the extension choice is among those available for the above service and indicated on the website <https://hosting.aruba.it/en/home.aspx>.

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

**10.5** Without prejudice to the provisions in respect to the processing of the data referred to in artt. 5.7 and 5.8 above the Customer guarantees, with reference to the third party data processed when ordering and/or using the Service, having previously provided the information referred to in art. 13 of Legislative Decree 196/2003 and Regulation (EU) 2016/679, and having acquired their consent to processing. However, it is understood that the Customer is, with respect to this data, the independent Owner of the processing and assumes all of the obligations and responsibilities related to it to release Aruba, in accordance with art. 10.17 below from any dispute, claim or request made by a third party, in or out of court in relation to these processing scenarios. In any case, once the Customer has accessed the Service he/she is the sole owner, in accordance with Legislative Decree 196/03 and with Regulation (EU) 2016/679, the processing of any data entered and/or processed by the actual Service.

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

**10.7** The Customer acknowledges and agrees that any operation performed using the Login Details is presumed to be carried out by the Customer and that the knowledge by a third party of the login details or additional codes communicated to the Customer by Aruba, may allow the latter to unduly use the Service and access the information and/or the contents or data processed by it. Therefore, the Customer undertakes to store and use the afore- mentioned login details/codes with the utmost confidentiality and ensure that they are changed periodically – based on the technical specifications also indicated at <https://guide.hosting.aruba.it/home.aspx>, and on the pages accessible from the same –

with a frequency not greater than 3 (three) months, as well as to inform Aruba of any unauthorised use or any other security breach identified.

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

a) acknowledges having the right to use and/or the legal availability of the domain name requested and not to harm, with this registration request and/or with the domain name chosen, the rights and/or interests of third parties;

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

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

a) the provisions found in the Aruba Guides, at <https://assistenza.aruba.it/en>;

b) the provisions of the policy provided by the Registration Authorities responsible for the domain extension chosen, published on the relevant institutional sites such as for domains with the extension .it, Regulations and Guidelines of the ccTLD.it, published on the website

<https://www.nic.it/en>, for domains with the extension .eu, those published on the website <https://eurid.eu/en>, for domains with an extension other than .it and .eu those published at <https://opensrs.com>, such as by way of example only those published at [https://opensrs.com/wp-content/uploads/Tucows\\_ExhibitA.html](https://opensrs.com/wp-content/uploads/Tucows_ExhibitA.html);

c) the UDRP policy and the ICANN Transfer Policy available at <http://www.icann.org/en/dndr/udrp/policy.htm> and <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>, and the ".it" ccTLD Registration Policy, [https://www.nic.it/sites/default/files/documenti/2019/LGRIsoluzionedispute\\_ENG\\_v3.2\\_ING.pdf](https://www.nic.it/sites/default/files/documenti/2019/LGRIsoluzionedispute_ENG_v3.2_ING.pdf);

d) the documents provided by ICANN and published at <https://www.icann.org>, such as by way of example only those published at <https://www.icann.org/resources/pages/benefits-2013-09-16-en>, and <https://www.icann.org/resources/pages/registrars-0d-2012-02-25-en>.

e) in the case of registering domains with the extension .bio, the .bio domain names policy is published on the website <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBoLEAX>.

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

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

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

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

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

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

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

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

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

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

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

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

## 10bis – Service Migration

**10bis.1.** The Customer has the right to activate and use services offered by other providers of the same type as those provided by Aruba. In this regard, Aruba undertakes not to hinder, limit or make it more costly for the Customer to use equivalent services provided by third-party providers.

**10bis.2.** The Customer may migrate the data contained in the Service to another provider or to a local ICT infrastructure of their choice by sending a request to Aruba, with at least 30 (thirty) days' notice, via the website <https://assistenza.aruba.it>. Without prejudice to the foregoing, for technical reasons, the request must, in any case, be received by Aruba at least 30 (thirty) days before the expiry date of the Service.

The Customer shall nevertheless retain the right to transfer the domain name independently at any time, in accordance with Article 6.7 above.

**10bis.3.** During the notice period, the Customer retains access to the Service in order to retrieve and export data and independently migrate to another provider or local ICT infrastructure.

The Customer undertakes to complete the migration without delay and, in any case, within a maximum period of 30 (thirty) days from the expiry of the notice period referred to in the previous paragraph. Upon expiry of this period, Aruba will deactivate the Service and delete the data contained therein, which will no longer be recoverable by the Customer, unless otherwise agreed with Aruba, which provides for a longer data retention period. Aruba shall not be held liable in any way for the deletion of data in accordance with the procedure described above.

**10bis.4** The Customer has the right to request Aruba to extend the migration period provided for in Article 10bis.3 above. Such request must be communicated in writing to Aruba by opening a support request on the website <https://assistenza.aruba.it> and may be exercised only once.

**10bis.5** If Aruba, due to technical impediments and within its competence, is unable to allow the Customer to complete the migration process within the period referred to in Article 10bis.3, it shall notify the Customer within 14 (fourteen) working days of receiving the migration request, informing the latter of the technical impossibility encountered and indicating the new estimated deadline for completing the migration.

**10bis.6** The terms and operating procedures for data migration and recovery, including formats, categories of exportable data, technical limitations and any costs, are indicated on the website <https://guide.aruba.it/it/home.aspx>.

During the migration process, Aruba undertakes to:

- a) provide, to the extent of its competence, reasonable assistance to the Customer and any third parties authorised by the Customer, in order to facilitate the migration of data contained in the Service to another provider or to a local ICT infrastructure;
- b) ensure, with due professional diligence, continuity of access to the Service affected by the migration process in order to allow the Customer to recover the data;
- c) provide the Customer with clear information on any known risks that may compromise the continuity of access to the Service affected by the migration process;
- d) guarantee the security of the Service for the entire duration of the migration process, allowing the Customer to export their data at any time and independently under their own responsibility.

**10bis.7.** At the end of the migration phase, the Contract shall be deemed to have automatically terminated.

## 11. Support and maintenance

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

**11.2** Aruba may perform any "customized" operations and, in any case, actions designed to provide the necessary technical assistance to ensure smooth running of the Service. In such cases the Customer authorizes Aruba and/or any companies appointed thereby to carry

out the technical assistance requested and/or necessary; the Customer acknowledges and agrees that this assistance occurs on variable schedules depending on the following criteria: a) the type of action requested; b) the arrival time of the action request; c) the nature of the priority of the action request. In order to allow correct and rapid implementation of the action required, the Customer is obliged to provide all the specifications and information requested by Aruba. When the action as per this paragraph is purely of a technical nature, the Customer:

- a) is aware that such support/maintenance work involves a high degree of risk for the Service, or for the integrity of the data and/or information and/or content entered and/or processed via the service; and
- b) acknowledges and agrees that Aruba, in performing the action, assumes no obligation of means nor of ends, and that, under no circumstances, except to the extent strictly necessary for the performance of the service activity requested by the Customer, will it participate in the management or perform operations on data and/or information and/or content processed and/or placed by him/her through the Services and/or at a remote location not participating in and/or in any way determining the same; and
- c) agrees, now for then, to take on all the associated risks; and
- d) undertakes, now for then, to make, prior to the support/maintenance work, a full backup copy of the data and/or information and/or content entered and/or processed via the service.

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

**11.4** Notwithstanding the above, the Customer once and for all in any case relieves Aruba and or the Companies controlled by it as well as the external companies appointed for its operations and their staff from any liability for any direct or indirect damages of any nature or kind sustained and that may be sustained due to or because of the assistance as per this Art. 11.

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

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

## 12. Suspension of the Service

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

- a) the Customer becomes non-compliant or breaches even only one of the provisions contained in the Contract, including those contained in the Aruba Services User Policy;
- b) the Customer fails to respond, in whole or in part, to Aruba's requests or in any event, his/her conduct is such as to induce the founded and reasonable fear that the Customer may be breaching the Contract or be responsible for one or more breaches of its provisions;
- c) there is good reason to believe that the service is being used by unauthorised third parties;
- d) there are cases of force majeure or circumstances which, at the sole discretion of Aruba, impose emergency support/maintenance work to be performed or relating to the resolution of safety problems, danger to the entire network and/or persons or things; in this case, the Service will be restored when Aruba, at its discretion, has determined that the reasons which caused its suspension/termination have actually been removed or deleted;
- e) the Customer is involved, in any way, in any judicial or even non-judicial proceedings of a civil, criminal or administrative nature and in any case in which the said dispute concerns the domain name registered, its contents, email inboxes or acts and behaviours implemented via them. In this case, Aruba reserves the right to renew, at its discretion and by way of a mere courtesy and then without assuming any obligation in relation to the Customer or by Third Parties by doing so, the registration of the domain name with the competent authority for one or more years while, however, maintaining the measures previously adopted. The legitimate assignee of the domain name concerned in the dispute may obtain the availability, after having paid Aruba the price of the renewal or renewals carried out by them according to the terms above.
- f) is required by the Judicial Authority;
- g) there are justifiable reasons of security and/or guarantee of confidentiality;
- h) if the Customer uses faulty or uncertified equipment or it features malfunctions that may cause security issues and/or vulnerabilities for the Service or that may damage the integrity of the network, disrupt the Service and/or generate risks to the physical safety of people and things.

In any case of suspension of the Service due to the Customer any action by Aruba for compensation for damages remains without prejudice.

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

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

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

### 13. Withdrawal

**13.1** Customer qualifying as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw under the conditions set forth in arts. 52 et seq. of the Consumer Code within 14 (fourteen) days from the date on which the Contract is signed without any penalty and without indicating the reasons thereof. Specifically, the Customer must expressly convey their wish to withdraw by using the form at <https://hosting.aruba.it/en/terms-conditions.aspx>, or any other explicit declaration of their wish to withdraw from the contract by sending notification of withdrawal exclusively by registered letter, with confirmation of receipt, to the contact details indicated in art. 19 below or by certified email (PEC) to the address [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it), or by opening a support request on the website <https://assistenza.aruba.it/en>. In the event of withdrawal, Aruba shall reimburse the Customer, without undue delay and in any case within 14 days from the date on which the intent to withdraw from this contract was communicated, all payments received, by way of the same means of payment used by the Customer for payment, or by using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the reimbursement.

**13.2** Subject to the above, whether or not qualifying as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), the Customer shall always have the right to withdraw from the Contract at any time, without any penalty and without stating the reasons for said withdrawal, by written notification and attaching a copy of an identification document, sent by registered letter with confirmation of receipt to the contact details indicated in art. 19 below or by certified email (PEC) to the address [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it), or by opening a support request on the website <https://assistenza.aruba.it/en>. Withdrawal shall be effective within 30 (thirty) days from the date of receipt by the Aruba of said notification, thereby justifying Aruba's deactivation of the Service and any reimbursement of the fee paid corresponding to the number of days not used until the natural expiration date of the Contract, after deducting the costs incurred and/or to be incurred, in compliance with the provisions of art. 1, paragraph 3, of Decree Law 7/2007 converted into Law 40/2007.

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

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

**13.4** Notwithstanding the provisions of the above paragraphs of this Article, Aruba hereby reserves the right to withdraw from the Contract at any time and without being required to state reasons, by notifying the Customer in writing, with at least 15 (fifteen) days' notice, except in the case in which

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

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

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

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

- a) breaches the obligations set out in Articles 10, 17 and 18 of these Terms and Conditions as well as the provisions provided in documents to which he/she shall refer to; or,
- b) violates the obligations provided for in Articles 7 of Section II, 5 of Section III, 3, 4 and 5 of Section IV, 5 of section V and 6 of the Section VI of terms and conditions;
- c) breaches the Usage Policy for Aruba services; or,
- d) performs any illegal activity, by using the Service;
- e) assigns all or part of the contract to third parties, without prior written consent from Aruba;
- f) violates the rules set forth in art. 26 of this Contract, as well as commits one of the predicate offences referred to in Legislative Decree 231/2001.

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

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

## 15. Amendments to the Agreement and/or Aruba Policy

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

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

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

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

## 16. Copyright and licensing

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

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

## 17. Security of information

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

## 18. Final provisions

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

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

**18.3** Unless expressly indicated otherwise in the Contract, all notifications to the Customer will be made to the addresses indicated by the Customer at the order stage or during the provision of the Service (and therefore, by way of example and not limited to, by Aruba by hand, by email, certified or not, by registered mail with return receipt, ordinary post, or SMS, all being equally valid) and, consequently, the notifications shall be considered known by the Customer. Changes to any of the Customer's addresses and contact details including the email address indicated when ordering not communicated to Aruba according to the terms of the Contract will not be able to be invoked.

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

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

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

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

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

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

## 19. Complaints

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

Aruba S.p.A. Loc. Palazzetto 4, 52011 Bibbiena (Arezzo), Italy by means of registered letter with acknowledgement of receipt, or forwarded via a ticket from the Aruba support department, within and no later than 7 (seven) days from the time the occurrence of the subject of complaint. Aruba will investigate the complaint and will provide a written answer within 30 (thirty) days from receipt of the complaint. In the case of complaints with particular complex facts, which do not permit a full reply within the time limits referred to above, Aruba will notify the Customer within the afore-mentioned times on the progress of the case.

## 20. Discount coupons and Promotions

**20.1** For the products/services that are part of the initiatives undertaken by Aruba, the Customer who meets the requirements stated and specified in the descriptive pages of the same page will be eligible for a "discount" granted under the terms of the related promotion.

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

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

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

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

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

## 21. Extended validity

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

1. Definitions
5. Activation and delivery of the Service
9. Aruba's obligations and limitations of liability
10. Customer's obligations and rights
13. Withdrawal
14. Express termination clause - termination for non- fulfilment - termination conditions
16. Copyright and licensing
17. Security of information
23. Applicable law, jurisdiction and competent court

## 22. Processing of personal data

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

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

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

## 23. Appointment of the Data Processor

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

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

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

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

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

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

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

### II. Obligations and rights

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

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

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

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

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

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

f) to make available to the Customer all the information necessary for demonstrating compliance with the obligations relating to the appointment set forth in this document, so as to enable and facilitate the revision and verification activities. These activities may be carried out after a 20 (twenty) days notice, at a maximum of once a year and, in addition, in the event of data breaches on the Customer's personal data, and in any case subject to prior agreement on the times and methods of said checks and provided that said checks do

not involve the analysis of third party data and do not conflict with the confidentiality obligations assumed by Aruba and with its policies. Costs of these verifications shall be borne by the Customer. Accordingly, Aruba shall process the data in compliance with the aforementioned instructions, the guidelines in the Manual governing the Service, any relevant attachments and the provisions of Regulation (EU) 2016/679, and in compliance with the security requirements established for provision of the individual services.

### III. Sub-processors

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

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

- a) the sub-processor shall only access the Customer's data to the extent required for fulfilling the obligations delegated to them in accordance with the Contract;
- b) the sub-processor shall assume the obligations pursuant to article 28 of the Regulation (EU) 2016/679;
- c) Aruba shall remain responsible before the Customer for all the obligations assumed, including those that relate to the activities entrusted to the sub-processor.

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

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

### IV. Breaches

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

## 24. Applicable law, jurisdiction and competent court

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

These terms have been drawn up and arranged in compliance and in accordance with the provisions set out in Legislative Decree 206/2005 (Consumer Code) and in Law 40/2007 (Urgent consumer protection measures, the promotion of competition, the development of economic activities and the setting up of new businesses) and in Legislative Decree 70/2003 (Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market); they are understood as being automatically amended, and/or adjusted to that provided in subsequent legal and/or regulatory provisions.

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

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

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

- a) by the Italian Judicial Authority, the Court where the defendant is domiciled or has their registered office will be exclusively territorially competent except in cases where the Customer has acted and concluded the Contract as a Consumer for purposes not related to his/her business or profession; in this case the Judicial Authority of the Court where the Customer was domiciled when the Contract was concluded will be competent, if located in the territory of the Italian state, failing that the Judicial Authority of the Court where the Supplier has their registered office will have sole jurisdiction;
- b) by the Judicial Authorities of a State other than the Italian state, the Judicial Authority of the Court where the Customer is domiciled will be exclusively territorially competent, if still located in the territory of the State where he/she was domiciled when concluding the Contract, failing that, or if the Customer preferred to contact the Italian Judicial Authority, the Court where the Supplier has its registered office will be exclusively competent.

## 25. Corruption Prevention Management System

Aruba has implemented a Corruption Prevention Management System in accordance with the UNI ISO 37001 industry standard and has adopted the related Corruption Prevention Policy, published on the following web page

<https://www.aruba.it/certificazioni.aspx>. The Customer undertakes to comply with the requirements of this system and the principles expressed in the Policy for the Prevention of Corruption; in the event of violations of the Policy for the Prevention of Corruption and failure to submit the documentation required by the Management System for the Prevention of Corruption, Aruba may terminate the contract in accordance with the provisions of these Terms and Conditions.

## 26. Organisation, Management and Control Model pursuant to Legislative Decree 231/01 and Indemnity

The Customer is aware that Aruba has adopted and implemented an Organisation, Management and Control Model pursuant to Legislative Decree 231/01, with the related Code of Ethics and Disciplinary System published on the following web page <https://www.aruba.it/home.aspx>.

The Customer undertakes to comply with the principles of the Organisation, Management and Control Model and all documents referred to therein and, in general, to refrain from any conduct that could constitute the offences indicated in Legislative Decree 231/01 and its subsequent amendments and additions.

The Customer also undertakes to comply with all the principles contained in the aforementioned documentation. Violation of the rules set forth herein constitutes a serious breach of contract, on the basis of which Aruba may terminate the Contract pursuant to Art. 14, Section I - General Conditions.

The Customer hereby indemnifies Aruba for any penalties or damages that may arise as a result of the Customer's violation of the rules set forth herein.

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

### Definitions

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

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

**Aruba account:** the person to whom the account with Aruba S.p.A. is registered, identified as username (e.g. 123456@aruba.it) which allows the purchase of online services on Aruba.it including the PEC boxes.

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

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

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

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

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

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

**PEC Box Holder:** the holder of the PEC mailbox subject to the certified electronic mail service.

### 1. Activation, provision of the PEC service and Optional Services

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

**1.1bis** The Customer also agrees and accepts that Aruba provides the PEC service in compliance with what is expressly stated in the "Particular Clauses - Aruba Account and PEC Box Holder". Therefore, each provision of these Conditions must be interpreted compatibly with the roles attributed to the "Aruba Account" and to the "PEC Box Holder" defined in the "Special Clauses - Aruba Account and PEC Box Holder".

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

**1.3** Without prejudice to what is set forth in the "Particular Clauses - Aruba Account and PEC Box Holder", The Customer acknowledges and accepts that third-party knowledge of the former's login password may allow the latter to misuse the services in the former's name as well as to access the former's email box. The Customer therefore undertakes to keep and use this password with the utmost confidentiality and diligence. The Customer shall be held liable for any damage caused to the Suppliers and/or to third parties as a result of non-compliance with the above requirements.

#### 1bis. PEC box capacity

**1.bis.1** The Customer expressly acknowledges and accepts that

- the PEC boxes have the capacity indicated in the individual offer chosen by the Customer. The Customer acknowledges and accepts that it is the Customer's sole responsibility to delete messages in order to free up space.
- The PEC boxes are and remain enabled to receive messages in the following cases

- in cases in which the content of the PEC boxes has reached the maximum nominal capacity quota indicated in the individual offer chosen by the Customer (so-called PEC boxes in 'over quota');
  - in cases of non-renewal of the PEC boxes, during the 30-day period starting from the expiry date referred to in Article 2.2.
- c) when the PEC boxes are in 'over quota' they continue to be accessible and enabled to receive incoming messages but are not enabled to send outgoing messages.

For this reason, it is expressly the Customer's responsibility to delete the contents present inside the PEC boxes in order not to keep them in a state of 'over quota', re-enabling the function of sending outgoing messages.

**1.bis.2** In any case, the Customer acknowledges and accepts that in the cases expressly indicated in art. 1.4 above, the PEC Boxes shall continue to be enabled to receive incoming messages with all legal consequences regarding their receipt by the Customer. The Customer therefore undertakes to indemnify or hold harmless the Suppliers as of now from any and all liability from any request or claim made by anyone for any damages suffered as a consequence of receiving mail messages during the period in which the box was in the over quota status, or after its expiry, in the latter case for the period following said expiry as determined in the previous art. 1.4.

In the event of improper use by the Customer of the characteristics of the PEC boxes indicated in this article, the Suppliers reserve the right to withdraw from the contract at any time without obligation to give reasons, with a 30-day notice.

**1.bis.3.** It is understood that in the case of PEC boxes in an 'over quota' status, the Suppliers reserve the right to request the Customer to adjust the space of its PEC boxes in order to avoid improper use of the Service by the Customer.

**1.bis.4** Without prejudice to what is set forth in the "Particular Clauses - Aruba Account and PEC Box Holder", The Customer to whom an Aruba PEC certified email box is assigned is entitled to purchase, using the relevant online order form and paying the relevant fee, one or more of the Optional Services indicated on the website <https://www.pec.it>. The Customer acknowledges and accepts that the Optional Services are provided according to the methods, terms and technical and financial conditions indicated on the company website and on the support website, in the relevant sections dedicated thereto, which the Customer declares having viewed and accepted and to which full reference is hereby made. It is understood that, regardless of when they are activated, the Optional Services will have the same expiry date as the PEC box with which they are associated and may not be purchased during the 3 (three) months preceding the aforesaid expiry date. The activation and supply of the Optional Services are governed by these General Conditions and the Operating Manual.

## 2. Duration and Renewal

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

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

**2.2** For the Service relating to PEC email addresses, the term referred to in art. 6.6 of Section I of the General Conditions is 30 (thirty) days starting from the expiry date of the Service; however, it is understood, and the Customer accepts, that once the Service has expired, in the absence of renewal or, having activated the ' Tacit Renewal' option, in the absence of a valid credit in favour of the Suppliers, the PEC Mailboxes will be suspended and the Customer will not be able to access or use the Service.

**2.3** Once the deadline of 30 (thirty) days from the expiry date has passed without the condition for termination having been met, the PEC boxes will be deactivated and the data contained therein will be definitively deleted, with the proviso that the deadline, indicatively not exceeding 7 (seven) days, for the management of administrative activities (by way of example and not limited to, management of collections, technical management of operations), the PEC boxes will be deactivated and the data contained therein will be permanently deleted, and any and all liability on the part of the Suppliers is hereby expressly excluded. Therefore, the Customer is required to back up and/or copy the contents of the PEC mailboxes within the aforementioned term of 30 (thirty) days, as the Suppliers, following non-renewal, do not guarantee the recovery of all messages received in the PEC mailboxes, including those received within the period of 30 (thirty) days starting from the Service expiry date.

**2.4** The Customer acknowledges and accepts that in the event of the expiry of the service without the 30-day period provided for in Article 2.3 above having elapsed, for the purposes of renewal of the service, the PEC boxes will continue to be accessible and enabled to receive incoming messages but will not be enabled to send outgoing messages; once the term of 30 (thirty) days referred to in art. 2.3 has elapsed, the Owner will no longer be able to access the PEC Mailbox but may ask the Suppliers, within 7 days following the aforementioned 30 (thirty) days, exclusively to recover any PEC messages received between the twenty-ninth and thirtieth days following the expiry date of the Service.

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

## 3. The Customer's obligations, prohibitions and responsibilities

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

**3.2.1** For the purposes of ordering and making use of the Service, the Customer is required to equip him/her/itself with the necessary hardware and software to use the PEC Service, assuming all responsibility in this regard for its functionality and compatibility with said

service and for its correct configuration. The Customer henceforth releases the Suppliers from any liability in relation to any configuration, operational or compatibility issues affecting the hardware or software resources with respect to said service.

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

**3.3** Without prejudice to what is set forth in the "ParticularClauses - Aruba Account and PEC Holder", the Customer is entitled to decide, at his/her/its own exclusive risk, whether and in what way to grant access to the Service to others; in such cases, even when the access to others is granted via the services provided by the Suppliers, the Customer declares that: (i) he/she/it accepts sole and exclusive responsibility for such access, being liable for it and for the activities resulting from it, as if they had been performed by the Customer him/her/itself, and (ii) he/she/it henceforth undertakes to indemnify and hold the Suppliers harmless against any request or claim made by anyone for damages caused thereto by or through the use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform the Suppliers if such action is brought against him/her.

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

- a) to abstain from committing any breach of the systems or of network security that may give rise to civil and/or criminal liability;
- b) not to use the Service in such a way as to cause harm to him/her/itself or to third parties;
- c) to hold harmless and in any event to release the Suppliers from any liability in relation to the content of the messages and all information published online, through the service provided thereto;
- d) to use the service only for the purposes permitted by law with a prohibition including, but not limited to, sending, transmitting and/or sharing material:
  - that breaches or infringes intellectual property rights, trade secrets, trademarks, patents or other legal or customary rights;
  - with contents in breach of ethics and public order for the purpose of disturbing public and/or private peace, causing offence or direct or indirect harm to anyone;
  - featuring child pornography, pornography or obscene content or in any event content in breach of public morals;
  - regarded as violating or attempting to violate the confidentiality of private messages, or intended to harm the integrity of the resources of others or cause direct or indirect damage to anyone (counterfeit software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components);
  - relating to spamming or similar activities;
- e) to inform the persons authorized to use the PEC boxes on matters concerning their use, as indicated in the Operating Manual;
- f) to adopt the appropriate measures to prevent harmful executable code (including, but not limited to, viruses) from being included in email messages.

#### 4. Limitations of liability of the Suppliers

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

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

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

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

#### 6. Documentation

The Customer acknowledges that, as required by current legislation on Certified Email, Presidential Decree 68/2005, art. 11, the message logs shall be stored by Aruba PEC for at least 30 months. The Customer may therefore request a copy of said logs within such time period, after which the possibility of obtaining a copy of such documentation shall no longer be guaranteed. As regards any other logs

generated and stored by the Suppliers, they shall be disclosed in accordance with current legal provisions and shall constitute full and incontrovertible evidence of events and actions performed by the Customer in relation to the Suppliers.

## 7. Changes to data

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

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

**7.2** In the event of the death of the holder of the PEC service, the heirs may request, within 30 (thirty) days from the death, the amendment of the data of the holder of the Service.

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

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

## 8. Deactivation of the Service prior to expiry

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

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

### 8bis. Domain name management and consequences for certified email service (PEC)

**8bis. 1** The Certified Email Service on domain is an optional and accessory service to the main Aruba Hosting and Domain registration service. 19

For this reason, the Customer acknowledges and accepts that in cases where:

- A) the Domain Name Owner transfers the domain name to another Provider, or
- B) the domain name is decertified at the request of the Domain Name Owner or for any other reason (e.g. a measure by the competent Authority ordering the decertification of the domain), or
- C) the domain name is immediately cancelled before the expiry date at the request of the Domain Name Owner or for any other reason (e.g. order by the competent authority to cancel the domain);

the PEC mailbox is immediately deactivated, resulting in the immediate cancellation of the PEC mailbox and the data and information contained therein (so-called "hard delete" operation), with Aruba S.p.A. and Aruba PEC S.p.A. being explicitly excluded from any and all liability in this regard.

**8bis.2** Without prejudice to the provisions of Article 8bis.1, the Customer also acknowledges and accepts that any operation carried out on the domain name (e.g. change of the domain name holder) may result in particular limitations to the configuration and use of the PEC mailboxes associated with the domain name. The Customer therefore relieves Aruba of any liability for any direct or indirect damage of any nature or kind suffered or to be suffered for or because of the aforementioned limitations.

## 9. Reference to the Operating Manual

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

## 10. Appointment of the Data Processors

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

## Particular Clauses - Aruba Account and PEC Box Holder

Below are indicated the conditions relating to the Aruba Account and the PEC Box Holder.

Definition of the roles of the Aruba Account and the PEC Box Holder:

Aruba Account	PEC box owner
The Aruba Account holder identified as username (e.g. <a href="mailto:123456@aruba.it">123456@aruba.it</a> ) who purchases and/or renews the PEC Boxes in the name of the respective PEC Box Holders;	The holder of one or more PEC mailboxes purchased and/or renewed through an Aruba Account.

## 2. Activation of the Service, provision, duration, renewal and termination

### Activation of the Service

**2.1** The Suppliers shall proceed with the activation of each Service upon the successful completion by the Aruba Account and the PEC Account Holder of all the activities charged to them by the Contract, also those necessary for the activation of each Service.

**2.2** The Holder of the PEC box agrees not to assert rights or claims against the Suppliers for delays or omissions in the service due to the responsibility of the Aruba Account. Furthermore, he/she agrees to indemnify and hold harmless the Suppliers from claims by third parties.

### Service Delivery

The Aruba Account associated to the PEC box must remain valid for the service. Otherwise, the Suppliers do not guarantee the Holder access to the PEC box and decline any responsibility. They are not liable for any damages deriving from the management of the PEC box.

### Duration and Renewal of Service

Before its expiry date, the Aruba Account may renew each Service on the basis of the Price List and of the other contractual conditions in force at the time of renewal. The Aruba Account relieves the Suppliers from any and all responsibility deriving from the renewals, transactions or payments made after the expiration date of the Service or in such a time as to prejudice its continuity and agrees to indemnify and hold it harmless from any consequent request or claim for compensation for direct or indirect damages, made by the PEC Account Holder.

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Below is the table explaining the roles of the Aruba Account and the PEC Account Holder for the purposes of renewing the Service

Aruba Account	PEC box Holder
The person may renew the service concerning one or more PEC boxes associated to his/her Aruba Account by paying the relevant fee to Aruba.	The holder of one or more PEC boxes who accepts that the renewal must be carried out through the Aruba Account.
<b>Highlights:</b> As the expiry date approaches, the Suppliers, as a mere courtesy and not as an obligation, reserve the right to send to the Aruba Account and/or to the PEC Account Holder e-mail notice of the imminent expiry of the Service.	

### Termination and cancellation of the Service

The Service will be deactivated after the termination of the Contract for whatever reason. The Aruba Account and the PEC Account Holder accept that, in default of renewal of the Service, at the expiration date of the Service and in any case at the termination of the Contract for whatever reason, the Parties shall be automatically released from their respective obligations;

In the event of termination of the Service, therefore, the PEC Box Holder will no longer be able to access and/or use the PEC Box.

Event	Consequences for the PEC Box Holder
Termination for any reason of the provision of the Service (e.g. natural expiration of the Service, failure to renew it within the contractually agreed terms; withdrawal; deactivation of the Aruba Account to which the service is associated, etc.)	<ul style="list-style-type: none"> <li>▪ Inability to access one's PEC box;</li> <li>▪ Disabling one's PEC box to receive and send PEC messages;</li> <li>▪ Deletion of the contents within one's own PEC Box according to the timeframe indicated in the following</li> </ul>

	schedule defined under the heading "Deletion times for contents".
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**Highlights:**

- the Suppliers, following the non-renewal of the Service by the Aruba Account, do not guarantee the recovery of the messages;
- The PEC Box Holder accepts that it remains his sole responsibility to maintain a back-up copy of the contents. In any case of termination of the service, the PEC Box Holder shall have no recourse against the Suppliers in case of deletion of the contents hosted within the Service;
- The holder of the PEC box may ask the Suppliers for the immediate deactivation of one or more PEC boxes in his name:
  - through the Aruba Account if the Holder of the PEC box corresponds to the Aruba Account; or
  - by opening a dedicated support ticket at [www.assistenza.aruba.it](http://www.assistenza.aruba.it)

The deactivation of the PEC box carried out upon request of the owner of the PEC box before the expiry date determines the immediate cancellation of the same PEC box and of the data and information contained therein, being explicitly excluded, as of now, any and all responsibility on the part of Aruba S.p.A. and Aruba PEC S.p.A.

**Deletion times for :** contents declares that he/she accepts the following schedule indicating the deletion times for the contents of the Service; The Customer

Event	Timing of cancellation
In the event of natural expiry of the Service	The renewal may be carried out for a further 30 (thirty) days from the date of termination, in addition to a further period of 7 (seven) days for the handling of administrative activities, after which the PEC Box will be deactivated.
In the event of exercise of the right of withdrawal (reference Article 13)	The PEC box will be immediately deleted as from the date on which the withdrawal takes place.
In the event of contractual termination (reference Article 14)	The PEC box will be deleted immediately in the event of contract termination.

**Highlights:**

- A) Once the term of 30 (thirty) days from the expiration date has expired, to be considered as mandatory and essential, and the termination condition is fulfilled, as well as the term, indicatively not exceeding 7 (seven) days, for the management of the administrative activities (by way of example but not limited to, management of the collections, technical management of the operations), the PEC Boxes will be deactivated and the data contained therein will be permanently deleted, being explicitly excluded, as of now, any and all responsibility by Aruba S.p.A. and Aruba PEC S.p.A. The Owner, therefore, is obliged to make a backup and/or copy of the content of the PEC boxes within the term of the abovementioned 30 (thirty) days, because Aruba S.p.A and Aruba PEC S.p.A, following the non-renewal, do not guarantee the recovery of all the messages received on the PEC boxes, including those received within the term of 30 days from the date of expiration of the Service.
- B) The Customer agrees and accepts that in case of expiration of the service without the above mentioned 30 days having elapsed in full, in order to renew the service, the PEC Boxes continue to be accessible and enabled to receive incoming messages, but they are not enabled to send outgoing messages; once the above mentioned 30 days have elapsed, the Customer may no longer access the PEC Box, but may ask Aruba PEC S.p.A and Aruba S.p.A during the 7 days following the abovementioned 30 days, only the recovery of the PEC messages which may have been received between the 29th and 30th day after the expiry date of the Service.
- C) The deadlines under letters A) and B) above are observed also in the event of a request for deactivation of the PEC box before the expiry date made by the Aruba Account when the intention to request the immediate deletion of the content itself has not also been expressed (so-called "soft delete" operation).
- D) The terms referred to in points A) and B) above shall not apply in the event of immediate deactivation of a certified email account prior to expiry, where the intention to request immediate deletion of the contents has also been expressed (so-called "hard delete" operation):
  - by the Aruba Account independently; or
  - by the PEC mailbox owner via the Aruba Account or support ticket

In the cases referred to in point D), the above-mentioned subjects are entitled to obtain immediate cancellation of the certified email address and its contents without waiting for the expiry of the terms referred to in points A) and B) above.

The Holder may also request the immediate deactivation of a PEC box prior to expiry (so-called "hard delete" operation)::

- through the Aruba Account if the Holder of the PEC box corresponds to the Aruba Account; or
- by opening a dedicated support ticket at [www.assistenza.aruba.it](http://www.assistenza.aruba.it)

The Aruba Account has the right to immediately deactivate one or more PEC boxes associated with its account, without the need to make a specific request to the Suppliers or the owner of the PEC box:

- by not expressing the desire to request the immediate deletion of the content itself (so-called “**soft delete**” operation). In such cases, the content will be deleted after a period of 30 (thirty) days, in addition to the period, which is approximately no more than 7 (seven) days, for the management of administrative activities.
- by expressing the desire to request the immediate deletion of the content itself (so-called “**hard delete**” operation). In such cases, the content will be deleted immediately without observing a specific deadline.

In cases of “**hard delete**” operations, the immediate deactivation of the certified email account before its expiry date will result in the immediate deletion of the account and all data and information contained therein, with Aruba S.p.A. and Aruba PEC S.p.A. expressly excluded from any liability whatsoever in this regard.

#### Creation of a new certified email address and change of certified email address holder

In the event of cancellation of the certified email address for any reason, the same certified email address cannot be recreated and assigned to a person other than the original owner.

However, the Customer retains the right to change the ownership of an active certified email address by following the procedure described on the website <https://guide.pec.it/home.aspx>.

### 3. Rights and Obligations

The obligations incumbent upon the Aruba Account and the Holder of the PEC mailbox are then defined:

#### Aruba account:

- **Purchase and renewal of PEC boxes:** The Aruba Account provides on its own initiative and autonomously to purchase and renew the Service, obtaining the prior consent to the registration of the PEC boxes from the respective PEC Box Owners; The Aruba Account is the only and exclusive subject who can carry out the management operations of the purchase orders and/or renewal of the Service itself (ex. order forwarding, order payment, order cancellation, etc.);
- **Accuracy of the data:** the Aruba Account certifies the accuracy and truthfulness of the data provided for the purposes of the Contract, also undertaking to promptly communicate any variation or update to the Suppliers. He/she is therefore responsible for the management of his/her own data and/or information and/or content and/or that of third parties provided and processed for the activation and/or renewal of the Service.
- **Data processing:** the Aruba Account guarantees that, with reference to the third party data processed during the purchase order and/or renewal of the service, it has preliminarily provided them with the information prescribed by EU Regulation 2016/679 and has established an appropriate legal basis for the processing.
- **Aruba Account Management:** The Aruba Account is the person who is exclusively responsible for the management of his/her own Aruba account identified as username (e.g. [123456@aruba.it](mailto:123456@aruba.it)) and therefore he/she is the sole and only person responsible:
  - the loss and/or disclosure of the access codes to your Aruba Account;
  - of the suspension and/or deactivation of the Aruba Account due to any cause and of the consequences related to it for the PEC Account Holder (ex. impossibility to access the PEC account due to the cancellation of the Aruba Account).

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#### PEC box owner

- **Managing the PEC box:** The PEC Box Owner is solely responsible for the management and security of his PEC Box. This includes the management of content and messages through the Service, access codes, message security, data protection and the decision to grant access to others. The Holder of the PEC box is responsible for any access allowed and undertakes to compensate for any damage caused by the use of the PEC box. The Holder undertakes to notify the Suppliers immediately in the event of loss of access credentials.
- **Processing of personal data:** The Holder of the PEC box declares and accepts that in using the Service he/she will comply with all the requirements defined in EU Regulation 2016/679;
- **Management of the contents of the PEC box:** the holder of the PEC box is solely responsible for the use and contents of the Service. The PEC Service Providers do not monitor the holder's use of the PEC box. The holder has full autonomy in remote access and remains responsible for his own actions.

### Certified Mail service adapted to European standards

## 1. Activation and features of the Service

**1.1** The Service referred to in these conditions consists in the supply to the PEC holder by Aruba PEC, qualified trust service provider, of a Certified Email Service which through an Identification process guarantees to unequivocally ascertain the identity of the holder of the PEC Box/s, in the manner and with the characteristics and under the terms provided by the Operative Manual and the Addendum available at this link <https://www.pec.it/termini-condizioni.aspx> . This Service has the legal value attributed to the CEM pursuant to Legislative Decree no. 82 of 7 March 2005, as amended and supplemented.

**1.2** The Customer acknowledges and accepts that the Holder of the PEC box may activate this Service provided that the are met following requirements :

- successful completion of the Identification process;
- activation and maintenance of a two-factor authentication mechanism to access one's PEC mailbox.

In the event of failure to maintain two-factor authentication, the Service shall have the legal value attributed to certified electronic mail by Legislative Decree No. 82 of 7 March 2005, as amended, and the CEC Box Holder may at any time reactivate the full functionality of the same by reactivating two-factor authentication, without having to repeat the Identification process.

**1.3** The Service, in compliance with the applicable regulations, shall be automatically transformed, subject to the requirements defined in Article 1.2 of these Special Conditions, into a REM "Registered Electronic Mail" qualified certified delivery service, based on electronic mail protocols as defined pursuant to Article 44 of EU Regulation No. 910/2014 - eIDAS as governed by the Operational Manual/CPS of reference.

## 2. Obligations

**2.1** The PEC Box Holder undertakes to provide, guaranteeing the truthfulness and correctness, pursuant to art. 46 DPR 445/2000 and subsequent amendments and supplements, the data and information necessary for its correct Identification, as defined in the Manual/CPS, available at <https://www.pec.it/termini-condizioni.aspx>.

**2.2** Should the PEC Box Holder, at the time of identification, have, also through the use of untrue personal documents, concealed his real identity or falsely declared to be another person, or in any case, acted in such a way as to compromise the identification process, he acknowledges and accepts that he shall be held, also criminally responsible for false declarations and/or the use of false documentation and shall also be held exclusively liable for all damages suffered and to be suffered by Suppliers and/or third parties as a result of the inaccuracy and/or falsity of the information communicated, assuming as of now the obligation to indemnify and hold harmless Suppliers from any claim, action and/or request for indemnity or compensation for damages that may be made by anyone against them.

**2.3** The PEC Box Holder undertakes to inform the Suppliers about the updating of the information provided during the identification phase (first name, surname, tax code, VAT number, company name or business name). The Suppliers shall not be liable for any failure to update this information.

**2.4** The PEC Box Holder shall take all precautions and measures to preserve the security of the Credentials provided by the Suppliers during registration. The PEC Box Holder undertakes to immediately file a report to the competent Authorities in the event of loss or theft of the Credentials and promptly provide the Suppliers, in any case within 30 days, with a copy of said report.

**2.5** Any breach, whether direct or indirect, of the aforesaid obligations shall entitle and authorise the Suppliers to terminate the Contract with immediate effect. In the event of breach of even only one of the aforesaid obligations/commitments, the PEC Box Holder undertakes to indemnify and hold the Suppliers harmless from any damage, liability and/or burden, direct or indirect, including legal expenses, that the Suppliers may suffer or incur as a consequence of the contested breaches, even if deriving from third party claims. In this case, the Suppliers shall have the right to intervene in the form and manner deemed appropriate to eliminate, where possible, the breach and its effects, or to suspend or interrupt the Service, also reserving the right to terminate the Contract pursuant to Article 14 of Section I of the Conditions.

## 3. Obligations and limitations of liability of Suppliers

**3.1** Suppliers may delegate, in whole or in part, to third parties, also external to their own organisation, the execution of stages of the Identification process, in compliance with the provisions of the applicable legislation in force, maintaining full responsibility towards the Customer for the execution and provision of the Service itself, being answerable on their own behalf for all the activities of the delegate as if they had been performed by them. The Suppliers guarantee that such persons, when delegated, are bound to adopt all the security measures indicated by them and to comply with all the prescriptions imposed by the regulations in force.

**3.2** Suppliers warrant that:

- a. the exchanges of communications shall continue to have full legal value on the basis of the legislation applicable to the Service;

- b. The identity of the PEC box owner, if it is the sender or receiver of a PEC message, is not shared with the sender/receiver of the message, this information being shared only with Suppliers.

**3.3** The PEC Box Holder acknowledges and accepts that the requirements set forth regarding the identification of the same and the use of a two-factor authentication mechanism are essential for the provision of the Service, the activation of which may be performed by the Suppliers only after such requirements have been met and therefore relieving the Suppliers themselves of any burden and/or liability should they, even after the purchase or assignment of the box or the transformation of the PEC Service into a qualified certified electronic delivery service, not have proceeded, in accordance with the provisions of the Operating Manual/CPS, to perform the activities necessary to meet such requirements.

**3.4** The PEC Box Holder acknowledges that the Internet network is not controlled by the Suppliers and that due to the peculiar structure of the network itself, its performance and functionality cannot be guaranteed nor can the contents of the information that is transmitted through it be controlled. For this reason, no responsibility can be ascribed to the Suppliers for any offences committed by third parties to the detriment of the Customer while using the Service through the Internet connection.

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

### 1. Definitions

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

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

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

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

**Namecase Contractual Documents:** the document "Terms and Conditions of Service" published on the page <https://nidoma.com/it/service/cgs> and the other documents mentioned therein, published on <https://nidoma.com/it/service/cgs> or made available in another way or on a different Namecase GmbH website <https://nidoma.com/it>, which govern the relationship between Namecase GmbH and the Customer for the use of the "Backorder" Service.

**Namecase:** the company Namecase GmbH with registered office in Bonn (Germany), Wilhelmstr. 27, VAT ID No. DE275644630.

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

### 2. Common provisions

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

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

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

**2.4** The Customer acknowledges and accepts, once and for all, that in the provision of the Services covered by this Section III, Aruba assumes an obligation of means and not ends, holding harmless, once and for all, Aruba and/or the Companies that they control and their staff from any liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or as a result of the operations referred to in this Section III, including but not limited to, total or partial loss or damage of data and/or information and/or content entered and/or handled by the same Customer through the Aruba.it Hosting services, and total or partial interruption of the Aruba.it Hosting services.

### 3. Additional "Backorder" service

**3.1** In addition to the documents listed in Article 2 of SECTION I of the General Terms and Conditions, the Contract also consists of the Namecase Contractual Documents. The Customer therefore confirms that they have read and accept the Namecase Contractual Documents, undertaking to comply with the contractual obligations contained therein imposed on them by Namecase, which constitute an integral part of this Contract for all purposes.

**3.2** For the purposes of the proper provision of the service, Aruba will use its supplier Namecase to perform the activities necessary to enable the registration of a domain name in the interest of the Customer.

Therefore, by sending the Order Form for the Backorder service, the Customer:

- grants irrevocable mandate to Aruba and Namecase, which accept, without assuming any obligation of result, to perform on behalf of and for the Customer the registration/recovery of domain names that are "expiring" (by way of example but not limited to, in the "redemption period" or similar) indicated in the Order Form when they become available again, at the minimum reservation price or at the price indicated in the Order Form. The Backorder service may refer to the purchase of one of the domain names listed at the link <https://hosting.aruba.it/domini/soluzioni-business/domain-backorder-registrazione-domini-in-scadenza.aspx> or even to other domain names indicated by the Customer. The mandate shall be deemed to have been correctly executed even if the domain name(s) covered by it is/are registered and/or recovered by another company of the Aruba Group. In this regard, Aruba and Namecase are granted all the powers necessary for this purpose, including those to modify the details of the domain name holder and/or to use the Auth Info code associated with that domain.

- acknowledges and accepts that:

- a) the provision of the "Backorder" service is subject to acceptance of the Namecase Contractual Documents and payment of the service fee to Namecase, to be made directly on the Namecase website <https://nidoma.com/it> in accordance with the terms and conditions indicated therein. To this end, when submitting the order form, the Customer will be automatically redirected to the website [https://nidoma.com/it/service/expiring\\_domain](https://nidoma.com/it/service/expiring_domain) to complete these operations.
- b) The purchase of the "Backorder" service is therefore subject to payment of the fee to Namecase consisting of the amounts detailed in the price list available at the link <https://hosting.aruba.it/domini/soluzioni-business/domain-backorder-registrazione-domini-in-scadenza.aspx>, which is to be understood as including the cost of the domain name for which the mandate is granted. Upon payment of the fee for the "Backorder" service to Namecase, no further fee shall be due by the Customer to Aruba for the provision of the "Backorder" service.
- c) Namecase is the entity that, under an independent contract entered into with Aruba S.p.A., is authorised to carry out the registration/recovery of so-called "expiring" domain names in the interest of the customer and is therefore competent to issue an invoice to the Customer for the Service ordered by the latter;

**3.3** The Customer acknowledges and accepts, now and for the future, that the mandate will in any case terminate when the domain name in question is registered in favour of the Customer with the competent Authority and will in any case be conferred on Aruba and Namecase for a period not exceeding 60 (sixty) days from the date of submission of the Order Form relating to the Backorder service.

**3.4** Upon correct payment of the fee referred to in Article 3.3 above to Namecase, Namecase and Aruba shall, in the Customer's interest, carry out the registration/recovery of the so-called "expiring" domain name(s) indicated in the said Order Form when they become available again.

**3.5** Without prejudice to the provisions of Article 4 of the Terms and Conditions, if the registration of the domain name that is "expiring" has also been requested by other parties, the Customer agrees, now and for the future, to participate in a bidding process that will result in the domain name in question being awarded to the highest bidder. This process will last for the period indicated by Aruba and Namecase, which shall not be less than 48 hours, and will in any case end at 18:00 (CET) following the expiry of the deadline, except for an automatic extension of three (3) minutes for each bid received within the last three (3) minutes prior to the deadline for the process, as indicated by Aruba.

**3.6** Without prejudice to the provisions of Article 3.1 above, the Customer acknowledges and accepts that, even after or during the course of the sale process through bids, and in any case before the formal transfer of the domain name, Aruba and Namecase may, at their sole discretion, decide not to assign the domain name to the Customer and/or assign it, following the signing of a specific contract, to the previous owner, without the Customer being able to contest or assert any right or claim against Aruba and/or Namecase for such behaviour. In this case, no charges or interest will be levied on Aruba or Namecase.

## Section I Processing of personal data

**1.1** The processing of the Customer's personal data and the communication of such data to Suppliers for the purposes of executing this Contract and subsequently providing the Service shall be carried out in accordance with EU Regulation 2016/679 and the privacy policy available at:

- for Aruba S.p.A.: [https://www.aruba.it/informativa\\_arubaspa.pdf](https://www.aruba.it/informativa_arubaspa.pdf)
- for Namecase: <https://nidoma.com/pdf/it/privacy.pdf>

**1.2** During the collection, processing and management of data necessary for the provision of the Services, the Suppliers act as independent Data Controllers in accordance with EU Regulation 2016/679.

1.3 With regard to third-party data entered and/or processed by the Customer when ordering and/or using the Services, including the various features made available with them, the Customer declares that they have provided them with adequate information in advance, as required by Article

13 of EU Regulation 2016/679 and to have an appropriate legal basis for the processing. It is understood, however, that the Customer acts as an independent Data Controller with regard to such data, assuming all obligations and responsibilities related thereto and indemnifying the Suppliers against any dispute, claim or other matter that may arise from third parties in relation to such processing.

#### 4. Additional "Brokering" service

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

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

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

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

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

#### 5. Additional "Domain Valuation" service

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

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#### 6. Additional "Managing domain portfolios" service

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

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

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

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

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

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

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

#### 1. Definitions

**Updating:** the operations of updating the WordPress core and the plugins and themes carried out by Aruba, in the manner and within the limits indicated at: <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestione/gestione-servizio-configurazione-spazio-web/aggiornamenti-automatici-e-plugin.aspx>  
<https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/lista-dei-plugin-preinstallati.aspx>

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

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

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

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

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

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

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

## 2. Conditions of use

**2.1** Each WordPress installation will have one or more pre-installed plugins as defined and updated on the page <https://guide.hosting.aruba.it/hosting/strumenti-servizi-gestiti/lista-dei-plugin-preinstallati.aspx> which will be necessary for the provision of managed services and which the Customer undertakes not to remove.

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

a) to keep the WordPress core installation fully intact and functioning until the termination of the Contract, for whatever reason; not to make changes to the code, remove and/or replace the WordPress core files, plugins and themes downloaded from the official WordPress repositories;

b) not to use a database other than the one associated with the purchased package and not to install Software other than the plugins and themes for WordPress that can be installed through the WordPress management interface;

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

d) to use plugins and themes that are maintained and updated by their manufacturer to ensure that such plugins and themes are always compatible with the latest version of WordPress; not to install the plugins that appear on the Blacklist published by Aruba at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/lista-plugin-in-blacklist.aspx>. This list may be subject to change by Aruba as technology evolves. Whenever a change is made to the Blacklist, Aruba shall notify the Customer by email and the changes shall be considered effective and binding as soon as Aruba sends the notification to the Customer.

e) to run updates, assuming the relevant costs, where there is a cost involved in updating the plugins or themes used.

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

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

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

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

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

### 2bis. Conditions of use "AI Assistant"

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

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

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

**2bis.4** With reference to the provision of the AI Assistant plugin, Aruba assumes an obligation of means and not of result and therefore, under no circumstances, will it participate in the management or carry out interventions on the data and/or information and/or content

processed and/or entered by the Customer through the same and will not guarantee that the result will conform to the use desired by the Customer.

### 3. Updates

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

**3.2** Merely as a courtesy, Aruba will inform the Customer of the release of new updates, and automatically attempts installation for 30 consecutive days. The Customer is entitled, through the appropriate functions in the Technical Panel, to postpone the update operations provided by Aruba for a period of 24 hours and on a maximum of two consecutive occasions.

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

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

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

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

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

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

### 4. Advanced Support

**4.1** Notwithstanding the provisions of preceding art. 11 of Section I - General Terms and Conditions in line with the provisions of this article, Advanced Support activities are provided to Customers who have the relevant Credits available, which may be included in the Service and/or purchased separately. For each Advanced Support operation, a Customer Credit will be deducted, on a "pay per use" basis, all as provided for and described at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/supporto-avanzato.aspx> and at <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-configurazione-spazio-web/supporto-avanzato.aspx> in the relevant section.

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

**4.3** The activities included in the Advanced Support are specified at <https://guide.hosting.aruba.it/hosting/hosting-wordpress-gestito/gestione-servizio-configurazione-spazio-web/supporto-avanzato.aspx> and <https://guide.hosting.aruba.it/hosting/hosting-woocommerce-gestito/gestione-servizio-e-configurazione-spazio-web/supporto-avanzato.aspx> and may be requested by the Customer as indicated therein. With specific reference to the Advanced Support services, Aruba assumes an obligation of means and not of ends. Accordingly, the Customer hereby releases Aruba from any liability regarding the outcome of the support activities provided by Aruba.

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

### 5. Suspension of the Service

#### Aruba S.p.A.

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

Partita I.V.A. 01573850516 | Codice Fiscale 04552920482

REA BG 434483 | C.S. € 4.000.000 i.v | PEC aruba@aruba.pec.it | Sito aruba.it

5.1 Notwithstanding the provisions of Article 12 of Section I, at its discretion and without the exercising of said right being subject to challenge as a default or breach of the Contract, Aruba reserves the right to suspend or interrupt the Service, even without any notice, even in the event that it has not been possible to update the WordPress site due to its incorrect use by the Customer as indicated in this section and, in any event, should the Customer violate one of the conditions provided for in article 2 above, Aruba shall notify the Customer of their non-compliance, giving the same a period of 30 days to comply. Should the Customer not comply before the expiry of this term, in order to prevent the Customer's non-compliance from causing security issues and/or danger to the entire system and/or to people, Aruba shall suspend all the features of the Service, while still keeping the site active.

## 6. Appointment of the Data Processor

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

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

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

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

### 1. Definitions

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

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

**AgID:** Agency for Digital Italy.

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

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

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

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

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

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

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

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

**Parties:** the Suppliers and the Customer;

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

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

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

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

### 2. Service activation and provision

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

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

2.3 A Certificate purchased as an Optional Service of the domain registered by the Customer shall have the same duration as the contract for the supply of the Aruba.it Hosting service, regardless of its activation date.

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

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

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

### 3. Requirements

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

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

### 4. Service and support levels

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

### 5. Confidentiality and property rights

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

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

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

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

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

### 6 The Customer's obligations, prohibitions and responsibilities

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

- a) to ensure that the data communicated to the Suppliers for the purpose of Certificate issue is correct, up-to-date and accurate and makes it possible to identify his or her true identity. The Customer agrees and accepts that, if he or she provides false, non-current or incomplete data, the Suppliers reserve the right to suspend the Service, thereby revoking the Certificate and/or rescinding the Contract, reserving the right to request compensation for further damages; it is hereby understood that the Customer may not submit to the Suppliers any request for reimbursement, indemnity and/or compensation for damages or a claim of any nature for the time during which he or she did not make use of the Service;
- b) to keep completely confidential the private key corresponding to the certificate, thereby being responsible for its safekeeping;
- c) to use the certificate exclusively for the procedures and purposes set forth in the CPS, based on the type of Certificate registered thereto;
- d) not to use his or her own private key to issue Certificates of any type;
- e) to manage the Certificate provided with the utmost care and in particular:
  - (i) to view the CPS before applying for the certificate;
  - (ii) to inform the persons qualified to use the Certificates on the matters concerning their use, as indicated in the CPS;
  - (iii) to install and use the Certificate only after checking that it contains the correct information;
  - (iv) if it is found that his or her own private key has been compromised, to request immediately the revocation of the Certificate and to cease using the private key itself immediately;
  - (v) in the event that the Certification Authority is compromised, to cease use of the Certificate immediately;
  - (vi) after registration and until expiration or revocation of the Certificate, to notify the Suppliers promptly of any change in the information provided during registration;
  - (vii) to cease any use of the Certificate after the expiration date thereof;
  - (viii) to remove permanently the Certificate(s) from his or her own server(s) upon expiration or revocation thereof;
  - (ix) to remove permanently the Certificate(s) from his or her own server(s) no longer in his or her possession;
  - (x) not to use the Certificate(s) with respect to a website regarding which, by way of automatic systems or following a report by third parties, security problems and/or the presence of material considered to violate or to attempt to violate the confidentiality and/or intended to harm the integrity of the resources of others or cause direct or indirect damage to anyone have been encountered (including, but not limited to, counterfeit software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components);
  - f) to abstain from committing any breach of the systems or of network security that may give rise to civil and/or criminal liability;

- g) not to use the Certificate in such a way as to cause harm to him or herself, to third parties and/or to Suppliers;
  - h) not to store, send, publish, transmit and/or share applications or IT documents in breach or in violation of the intellectual property rights, trade secrets, trademarks, patents or other property rights of third parties or that damage, violate or attempt to violate the secrecy of the correspondence and confidentiality rights;
  - i) to keep harmless and in any case to release the Suppliers from any liability concerning the contents and all information published through the Certificate provided thereto;
  - j) to use the Certificate only for the uses permitted by law with the prohibition, to illustrate though not exhaustively, on publishing and/or sharing material:
- (i) that breaches or infringes intellectual property rights, trade secrets, trademarks, patents or other legal or customary rights;
  - (ii) with contents in breach of ethics and public order for the purpose of disturbing public and/or private peace, causing offence or direct or indirect harm to anyone;
  - (iii) featuring child pornography, pornography or obscene content or in any case content in breach of public morals;
  - (iv) considered to violate or attempt to violate confidentiality or intended to harm the integrity of the resources of others or to cause direct or indirect damage to anyone (including, but not limited to, counterfeit software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components);
  - k) to keep harmless and release the Suppliers from any liability in the event of complaints, lawsuits, administrative or judicial actions, losses or damages (including legal costs and fees) brought about by the illegal use of the Services by the Customer him or herself;
  - l) to carry out without hesitation the instructions to be received from the Suppliers if his or her private key is compromised or the respective Certificate is used improperly, before the deadlines indicated in the CPS.

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

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

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

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

## 7. Liability of the Suppliers

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

## 8. Reference to the CPS

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

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

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

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

## 1. Definitions:

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

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

## 2. Activation of the Ranking Coach Service

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

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

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

**2.4** The Customer hereby acknowledges and accepts that in its provision of the Services referred to in this Section VI, Aruba assumes an obligation of means and not results, hereby holding harmless Aruba and/or the Companies that it controls and their staff against liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or as a result of the activities referred to in this Section VI, including, but not limited to, the total or partial loss of or damage to data and/or information and/or content entered and/or processed by the Customer through the Aruba.it Hosting Services, total or partial interruption of the Aruba.it Hosting Services, and failure to achieve the visibility expected by the Customer.

## 3. Duration and Renewal

**3.1** the Optional Coach Ranking Service has the same duration as the contract for the supply of the Aruba.it Hosting service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or does not renew it on expiry, the Optional Service shall be deactivated, any liability on the part of Aruba being hereby explicitly excluded.

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

## 4. Aruba's obligations and limits of liability

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

**4.2.** Under the Contract, Aruba assumes an obligation of means and not ends. Accordingly, Aruba may not be held in any way liable if:

- the site is not actually included in the indexes of the main search engines, as Aruba will only guarantee the provision of the Optional Service;

- a previous already activated Ranking Coach account is deactivated, following a new request from the Customer;

- the Customer's site fails to meet specific requirements or fails to comply with certain guidelines stated on page <https://hosting.aruba.it/rankingcoach.aspx>.

- in the event of renewal, the Optional Service is updated in accordance with any changes in operating algorithms made by the reference search engines.

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

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

## 5. The Customer's obligations and rights.

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

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

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

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

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

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

## 6. Appointment of the Data Processor

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

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

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

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

### 1. Definitions

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

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

### 2. Activation of the Swite Service

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

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

### 3. Duration and Renewal

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

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

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

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

**4. Aruba's obligations and limits of liability**

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

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

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

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

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

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

**5. The Customer's obligations and rights**

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

**5.2** The Customer acknowledges and accepts that, by granting use of the third-level domain, he or she does not acquire any right to that name and assumes the responsibilities deriving from the use and management of said third-level domain, declares that he/she is entitled to use and/or has the legal availability of the latter and that, by such request to obtain a concession for use and/or with the chosen third-level domain, he/she is not harming the rights and/or interests of third parties, exclusively assuming any resulting liability as well as any other liability deriving from the title, use, management and contents of said third-level domain, hereby holding Aruba harmless against any liability that may be claimed against it by anyone as a result of providing the service associated with said third-level domain.

**6. Processing of personal data**

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

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

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

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

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

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

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

**7. Appointment of the Data Processor**

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

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

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

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

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

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

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

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

**1. Definitions**

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

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

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

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

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

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

## 2. Aruba Drive Service activation and provision

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

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

**2.3** It is expressly understood that Aruba, in relation to each Service, is not subject to any general obligation to monitor, it therefore does not control or monitor the conduct or acts performed by the Customer and/or by any third party he/she may have authorised through the Service, nor does it control or monitor the information and/or the data and/or the content they may have entered in the Service itself; Aruba is and remains extraneous to the activities that the Customer and/or any third party he/she may have authorised performs completely independently using the login details for the Service, remotely via the internet. In any case, once the Customer has accessed the Service, he/she is the sole owner, in accordance with Legislative Decree 196/03 and with Regulation (EU) 2016/679, of the processing of any data entered and/or processed as part of the Service.

**2.4** Aruba does not perform specific backups to the data and/or information and/or content processed by the Customer, on its own account or on account of third parties or by the latter if authorized by the Customer, through the Service; the Customer shall perform a complete backup of the data and/or information and/or content entered and/or processed by them by means of the Service and take all the necessary safety measures to protect them. Aruba in each case offers no guarantees regarding the use of the Service with regard to the protection and storage of these data and/or information and/or content, except for the activation by the Customer of the specific accessory service.

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

**2.6** In any event, the Customer hereby holds Aruba harmless for any and all liability for any total or partial loss or damage of data, information and/or contents entered and/or processed by said Customer by way of the Service(s). The Customer shall remain solely responsible for any recovery of the data, information and/or contents entered and/or processed by the same, following reactivation of the Service as mentioned herein, if necessary by entering into a new Contract.

**2.7** Aruba does not, in any case, assume any liability for any information, data, contents entered or transmitted and, in any case, processed by the Customer, on its own account or on account of third parties or by the latter if authorized by the Customer, via the Service and, in general, for the use made by them of the afore-mentioned Service and reserves the right to take any initiative and action to protect its rights and interests, including notifying those concerned of useful data to permit the identification of the Customer. Aruba shall in no event be held liable for any direct or indirect damage, of any type or kind, caused by the Customer to third parties who, in any manner or form and for whatever reason, have used the Service.

## 3. Conditions of use

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Updates

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

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

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

**4.4** The Customer acknowledges and accepts, once and for all, that in performing the operations referred to in this article Aruba assumes an obligation of means and not ends, holding harmless, once and for all, Aruba and/or the Companies that they control and their staff from any liability for any direct or indirect damage, of any nature or kind, sustained and that may be sustained due to or as a result of the activities referred to in this Section IX and in this art. 4 such as, including but not limited to, total or partial loss or damage of data and/or information and/or content entered and/or processed by the same Customer through the Service, total or partial interruption of the Service.

#### 5. Copyright and licensing

**5.1** The Customer is obliged to use the Services in compliance with Aruba and Nextcloud GmbH's intellectual and/or industrial property rights as indicated in the Aruba Services User Policy and in the other documents referred to in the Conditions, including these Special Conditions and the Nextcloud Contractual Documentation. Software packages, like any other copyright or other intellectual property right, are the exclusive property of Aruba and/or its lessors; therefore the Customer does not purchase any right or entitlement in this regard, and is only entitled to use them during the contractual period.

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

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

#### 6. Suspension of the Service

Notwithstanding the provisions of Article 12 of Section I, at its discretion and without the exercising of said right being subject to challenge as a default or breach of the Contract, Aruba reserves the right to suspend or interrupt the Service, even without any notice, even in the event that it has not been possible to update the Service due to its incorrect use by the Customer as indicated in this section and, in any event, should the Customer violate one of the conditions provided for in article 3 above. Aruba shall notify the Customer of their non-compliance, giving the same a period of 30 days to comply. Should the Customer not comply before the expiry of this term, in order to

prevent the Customer's non-compliance from causing security issues and/or danger to the entire system and/or to people, Aruba shall suspend all the features of the Service, while still keeping the site active.

#### 7. Appointment of the Data Processor

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

## SECTION IX - SPECIAL CONDITIONS FOR PROVISION OF THE "SUPERSITE" SERVICE

This section contains the particular conditions governing the provision of the Supersite service, if purchased by the Customer through the site <https://hosting.aruba.it>, with the technical and economic characteristics set out in the Technical Specifications of the Service itself.

It is understood that, for the purposes of this Section IX, any reference to the Service is to the Supersite Service

### 1. Definitions:

**24/7/365:** acronym used in the Contract to indicate 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 communication confirming that the ordered Service has been activated.

**Conditions:** these Terms and Conditions of provision of the Aruba Supersite service.

**Access credentials:** login and password assigned by Aruba to the Customer.

**Third-level domain:** the third-level domain, such as "nomedominio.mysupersite.it", indicated by the Customer when placing the order and granted to him/her for use through the Service if he/she so chooses.

**Confidential information:** (i) the information relating to the Supplier and considered or classified by the same as confidential and/or reserved, of which the Customer may have become aware for any reason connected to the application of the contract and/or (ii) the information relating to the Supplier which, due to its nature, content or circumstances in which it is disclosed, would normally be considered as such. In this regard, by way of example but not limited to, confidential information of Aruba are all the performances, the features, the configurations and technical information of the Service, the estimates, the audit or security reports, the product development plans.

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**Price List:** the document published on the page <http://supersite.aruba.it/>, in which all the economic characteristics of the Service are indicated, or, alternatively if applicable, the document containing such characteristics sent by Aruba to the Customer 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/> which, entirely filled in online by the Customer and sent by the same or delivered by another means to Aruba after his/her signature, constitutes a contractual proposal, formalising the request for activation of the Service.

**Editor:** the area for managing the Service which the Customer accesses with his credentials from the Customer Area accessible from <http://supersite.aruba.it/>.

**Parties:** Aruba and the Customer

### 2. Activation and Delivery of the Service

**2.1** The Supersite Service is included within the Services as set out in the Technical Specifications and may be activated by the Customer in the manner described at <http://supersite.aruba.it/>.

**2.2** The Customer may request the conversion of the Service, within the context of the possible solutions indicated on the website <http://supersite.aruba.it/>, providing for the payment of the relative fee, taking care to make, in advance and at his or her own expense, a special copy of the data and material processed through the Service subject to the conversion request. Following the conversion, the recovery of the contents processed by the Customer through the converted Service is not guaranteed.

**2.3** It is expressly agreed that Aruba is not subject to any general obligation of surveillance, therefore it does not control or monitor the behaviour or the acts carried out by the Customer through the Service, that is it does not control or monitor the information and/or the

data and/or the content in any way processed by the Customer or by his/her representatives and/or collaborators with the Service itself; Aruba is and remains extraneous to the activities which the Customer carries out independently by accessing the Service, remotely via internet. In any case, once the Customer has accessed the Service, he/she is the only owner, according to the Legislative Decree 196/03 and the European Regulation n. 679/2016, of the processing of any data entered and/or processed when ordering the Service or in any case through the Service itself.

**2.4** Aruba does not assume, under any circumstances, any responsibility for the information, data, content entered or transmitted and, however, processed by the Customer through the Service and, in general, for the use made by the same Customer of the aforementioned Service and reserves the right to take any initiative and action, in order to protect his/her rights and interests, including the communication to the subjects involved of the data useful to identify the Customer.

## 2bis Conditions of Use of the "AI" Functionality

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

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

**2bis.3** The Customer agrees and accepts that Aruba is not obliged to control, mediate and/or supervise the contents entered, managed and generated through the use of the "AI" Functionality and that no responsibility is attributable to Aruba with regard to the same. The Customer is therefore obliged to indemnify and hold harmless Aruba from any claim or action made by third parties for any violation committed by the Customer through the Service.

**2bis.4** With reference to the provision of the function "AI", Aruba assumes an obligation of means and not of result and therefore, in no case, shall participate in the management or carry out interventions on the data and/or information and/or content processed and/or entered by the Customer through the same and shall not guarantee that the result will be in accordance with the use desired by the Customer.

## 3. Duration and Renewal

**3.1** The Supersite Service shall have the same duration as that indicated in the Order Form and shall be renewed at the frequency indicated therein.

If the Supersite Service is purchased by the Customer as an Optional Service, the same will have a duration equal to the duration of the contract for the supply of the main Hosting Aruba.it service, regardless of its activation date. If for any reason the Customer transfers the domain to another provider or does not renew it upon expiration, the Optional Service will be deactivated, being explicitly excluded, as of now, any responsibility of Aruba.

**3.2** Without prejudice to what is provided by the other documents which constitute the Contract, the Customer agrees and accepts that at the expiration date of the Service and in any case, at the termination of the Contract for any reason, the Parties will be automatically relieved from their respective obligations; the Customer agrees and accepts that it is his/her exclusive responsibility to obtain and keep a copy of the data and/or information and/or contents processed through the Service/s. After 10 days from the termination of the contract for any reason whatsoever, Aruba will proceed to the cancellation of the data entered through the Service which, therefore, will no longer be recoverable. In any case the Customer relieves, as of now, Aruba from any and all responsibility for any loss or total or partial damage of data and/or information and/or content entered and/or processed by the Customer himself/herself through the Service/s.

**3.3** It remains the sole responsibility of the Customer to restore the data and/or information and/or content entered and/or processed by him/her, after reactivation of the Service in question, if necessary by concluding a new Contract.

**3.4** In any case in which the domain name, registered and/or maintained by the competent Registration Authority through the Services provided by Aruba, is transferred to another Provider before the expiration date of the Service, the Contract shall be considered terminated at the end of the transfer procedure, if this concludes before the expiration date; otherwise, it shall terminate on the originally agreed date. Any refund by Aruba to the Customer for the period of time during which he/she has not used the Service is expressly excluded.

**3.5** The Customer is obliged to make a backup and/or copy of the content before the transfer and/or expiry date, as the Suppliers do not guarantee the recovery of the data on the service as a result of non-renewal and/or transfer.

## 4. Obligations and limitations of liability of Aruba

**4.1** The Customer has the right to use the 24/7/365 Service according to what is indicated in the Contract and agrees that, in any case of breach or default attributable to Aruba, the same shall not be liable for an amount higher than the amount paid by the Customer for the single Service, ordered or renewed, affected by the damaging event. It is expressly excluded, as of now, any other indemnity or

compensation to the Customer for direct or indirect damages of any kind and nature.

**4.2** Aruba does not carry out any specific backup of the data and/or information and/or content processed by the Customer, through the Service, with the exception of the backup of all the content of the storage, which Aruba, for her own caution, carries out periodically in order to restore the Service; this does not relieve the Customer from carrying out a full backup of the data and/or information and/or content he/she has entered and/or processed through the Service and from taking all the necessary safety measures to safeguard them. Aruba in any case does not offer any guarantee in relation to the use of the Service as regards the protection and preservation of the above mentioned data and/or information and/or content, except for the activation by the Customer of a specific accessory service.

**4.3** Aruba does not assume, under any circumstances, any responsibility for the information, data, content entered or transmitted and, however, processed by the Customer through the Service and, in general, for the use made by the same of the aforementioned Service and reserves the right to take any initiative and action, in order to protect their rights and interests, including the communication to the subjects involved of the data useful to identify the Customer.

**4.4** Aruba assumes obligations of means and not of result. Aruba cannot be held responsible for any damage, direct or indirect, suffered by the Customer as a result of errors in the data communicated by him/her to Aruba and in any case for the failed use of the third level domain in favour of the Customer, for whatever reason. Aruba does not guarantee that the Services ordered by the Customer are perfectly suitable for particular purposes or in any case for the Customer's needs.

**4.5** The Customer agrees and accepts, as of now, that the Services in trial version (so called "trial"), are provided with particular limitations and/or specifications (by way of example and not limited to: limitations to the configuration of the chosen Services and/or to their duration, possibility of early termination and/or deactivation of the Services, usage limitations, limitations to the possibility of renewal, economic characteristics) described from time to time in the Technical Specifications published on this link <https://guide.hosting.aruba.it/home.aspx>, to which reference is expressly made; the Customer, therefore, relieves Aruba from any responsibility for possible damages, direct or indirect, of any nature or kind, suffered or to be suffered due to or because of the above mentioned limitations and/or specifications.

## 5. Obligations and Rights of the Customer

**5.1** The Customer is entitled to use the Service according to the relevant Technical Specifications, in the manner and with the functionalities chosen among those made available by Aruba.

**5.2** The Customer declares that it possesses the technical knowledge necessary to ensure the proper and diligent administration and management of the Supersite Service.

**5.3** The Customer agrees that the internet network is not controlled by Aruba and that due to the peculiar structure of the network itself it is not possible to guarantee its performance and functionality nor to control the contents of the information transmitted through it. For this reason, no responsibility can be attributed to Aruba for the transmission or reception of illegal information of any nature or kind.

**5.4** The Customer agrees and accepts that any operation carried out through the Service is presumed to have been carried out by the Customer himself/herself and that the knowledge by third parties of the access credentials to the Service or of the further codes assigned by Aruba to the Customer, may allow the latter to unduly use the Service as well as to access the information and/or the contents or data processed through it. The Customer, therefore, undertakes to keep and use such credentials/codes with the utmost confidentiality and diligence, to periodically change them at intervals not exceeding 3 (three) months, as well as to promptly inform Aruba of any unauthorised use of them or of any other security violation.

**5.5** The Customer may create additional users to which it allows, under its sole and exclusive responsibility, access to and management of the contents of the Service in accordance with the terms and conditions defined in the Technical Specifications at the following link <https://guide.hosting.aruba.it/home.aspx>.

The Customer relieves Aruba from any responsibility regarding the creation and use of additional users connected to the Service. In this sense the Customer assumes civil, criminal and administrative responsibility for the operations connected to the creation and use of the additional users and agrees to indemnify Aruba from any third party request and from any damaging consequence.

**5.6** The Customer undertakes to use the Service exclusively for lawful purposes and permitted by the provisions of the law applicable from time to time, by usages and customs, by the rules of diligence and, in any case, without infringing any rights of third parties, assuming all liability in this respect. The Customer also declares that he/she is the sole and exclusive administrator of the Service and as such declares that he/she is solely responsible (i) at his/her own risk, for the management of data and/or information and/or content processed by him/her through the Service, for their security and backup and for the performance of any other activity deemed useful or necessary to guarantee their integrity, undertaking, for this purpose, to apply, at his/her own care and expense, suitable and adequate security measures (ii) of the content of the information, sounds, texts, images, form elements and data accessible and/or made available through the Service and in any case, for any reason, transmitted, diffused or put online by the Customer; (iii) of the malfunctioning of the Service for any use which does not comply with the Policy of use of the Aruba Services (iv) of the loss or divulgation of the Service use codes or of the further codes assigned to him/her by Aruba; (v) of the management of the accesses to his/her Editor (any connection, modification of the Service or order made through the Editor of the Customer is presumed to be made by the Customer himself/herself).

5.7 The Customer hereby agrees, pursuant to article 1407 of the Italian Civil Code, that Aruba may assign the Contract to Third Parties and/or transfer to Third Parties, in whole or in part, its rights and/or obligations deriving from the Contract.

## 6. Confidentiality and property rights

6.1 The Customer undertakes, as of now, not to disclose or in any way make available to third parties the confidential information known or handled in relation to the execution and/or application of the Contract without the specific written consent of Aruba.

6.2 The Customer is obliged to use the Service in accordance with the intellectual and/or industrial property rights of Aruba as indicated in the Contract. The software as well as any other copyright or other intellectual property right are the exclusive property of Aruba and/or of their assignors, therefore the Customer does not acquire any right or title to them and is obliged to use them only during the contractual term.

6.3 In the case of licences provided by third party suppliers through Aruba the Customer agrees to have read their conditions and undertakes to use the software according to the methods indicated on the respective websites exclusively for his/her own use. The Customer undertakes to accept and respect the terms of the abovementioned licences and declares to be aware that the Licences are between the Customer and the owner of the copyright on the same with the exclusion of any responsibility of the Suppliers.

## 7. Appointment as Data Processor

As a result of the signing of this Contract, Aruba is appointed by the Customer as the Data Processor and/or Sub-Processor for the processing of the personal data communicated by the Customer, as described in article 23 of the general section, for the purposes of providing the Service.

## SECTION X – SPECIAL FOR PROVISION OF "LEGALBLINK" SERVICE

This section contains the special conditions governing the provision of the LegalBlink Service, if purchased by the Customer through the website <https://hosting.aruba.it>, with the technical and economic characteristics set out in the Technical Specifications of the Service itself.

It is understood that, for the purposes of this Section X, any reference to the Service shall be understood to refer to the LegalBlink Service.

### 1. Definitions:

**24/7/365:** acronym used in the Contract to indicate the continuity of the 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 communication confirming that the ordered Service has been activated.

**Terms and Conditions:** these Terms and Conditions for the provision of the LegalBlink service

**Contract:** the set of documents indicated in Article 2;

**Access credentials:** login and password assigned by Aruba to the Customer.

**Law-Tech Contractual Documents:** The document "General Terms and Conditions of Sale and Terms of Use" published on the page <https://legalblink.it/page/page-conditions> and the documents mentioned therein, published on <https://legalblink.it/> or made available in another way or on a different Law-Tech website, which govern the relationship between Law-Tech and the Customer for the use of the Services.

**Confidential Information:** (i) information relating to the Supplier and considered or classified by the Supplier as confidential and/or confidential, which the Customer has become aware of for any reason related to the application of the contract and/or (ii) information relating to the Supplier which, by its nature, content or the circumstances in which it is disclosed, would normally be considered as such. In this regard, by way of example and without limitation, Aruba's confidential information includes all the performance, characteristics, configurations and technical information of the Service, estimates, audit or security reports, and product development plans.

**Law-Tech:** the company Law-Tech s.r.l. with registered office in Corso Lodi, 47 (20139) Milan, registered with the Milan Chamber of Commerce under number REA MI-2512820 with VAT number 10197780967, which manages and provides the LegalBlink Service.

**Suppliers:** Aruba S.p.A. and Law-Tech S.r.l., which, for the purposes of the Contract, may also act separately from each other.

**Price list:** the document published on the page <https://www.aruba.it/listino-terzi-livelli.aspx>, which lists all the economic characteristics of the Service, or, alternatively, if applicable, the document containing these characteristics sent by Aruba to the Customer in the event of a separate, specific and different agreement between the Parties.

**Order form:** the electronic form available at the link <https://hosting.aruba.it/legalblink.aspx> which, once completed online by the Customer and sent or delivered by other means to Aruba after being signed, constitutes a contractual proposal and formalises the request for activation of the Service.

**Control Panel:** the area for managing each of the Services, which the Customer accesses with their login credentials at the following link <https://admin.aruba.it/PannelloAdmin/Login.aspx>.

**LegalBlink Platform:** the application available online for the use and management of the Service, which the Customer accesses with their credentials via the Control Panel using their Aruba account at the following link <https://admin.aruba.it/PannelloAdmin/Login.aspx>.

**Parties:** Aruba and the Customer.

**Service(s):** LegalBlink service(s) provided by Law-Tech and supplied by Aruba to the Customer exclusively in the versions selectable in the Order Form and with the characteristics indicated in the Technical Specifications.

**Technical Specifications:** the information published on the page <https://hosting.aruba.it/legalblink.aspx> (and on the pages accessible from it, such as, among others, <http://guide.hosting.aruba.it/>) containing the technical characteristics of the Services.

## 2 Structure of the Contract

**2.1** In addition to the documents listed in Article 2 of SECTION I of the General Terms and Conditions, the Contract also consists of the Law-Tech Contractual Documents.

**2.2** Upon finalisation of the Contract, the Customer therefore confirms that they have read and accept the Law-Tech Contractual Documents, undertaking to comply with the contractual obligations contained therein imposed on them by Law-Tech, which constitute an integral part of this Contract for all purposes. In any case, it is understood that the Service will be provided by Aruba exclusively in the versions selectable in the Order Form and with the characteristics indicated in the Technical Specifications.

### 2bis Activation and provision of the Service

**2bis.1** The LegalBlink service is included in the Services as indicated in the Technical Specifications and can be activated by the Customer in the manner described at <https://guide.hosting.aruba.it/>.

**2bis.2** The Contract is finalised on the date of submission of the Order Form, completed and accepted by the Customer, together with payment of the fee for the Service. Activation of the Service will be followed by the sending of an Activation Confirmation. The Customer may access the LegalBlink Platform via the Control Panel.

**2bis.3** The Customer is responsible for the accuracy of the information provided and acknowledges the Suppliers' right to obtain any additional information for the purpose of activating the Services, in compliance with current legislation.

**2bis.4** The Services are activated in accordance with the time required by the availability of resources. Aruba shall make every effort to ensure that activation takes place within a reasonable period of time from the date of completion of the Contract. The Service is activated on the basis of an independent and separate contract between Aruba and Law-Tech and therefore the Customer accepts that any delays attributable to Law-Tech or to the Customer's inaction cannot be attributed to Aruba.

**2bis.5** It is expressly understood that Aruba is not subject to any general obligation of supervision and therefore does not control or monitor the behaviour or actions of the Customer through the Service, nor does it control or monitor the information and/or data and/or content processed in any way by the Customer or its agents and/or collaborators with the Service itself. Aruba is and remains unrelated to the activities that the Customer carries out independently by accessing the Service remotely via the internet. In any case, once the Customer has accessed the Service, they are the sole owner, pursuant to Legislative Decree 196/03 and European Regulation no. 679/2016, of the processing of any data entered and/or processed when ordering the Service or in any case through the Service itself.

**2bis.6** Aruba shall not, under any circumstances, be liable for the information, data or content entered or transmitted and, in any case, processed by the Customer through the Service and, in general, for the use made by the Customer of the aforementioned Service, and reserves the right to take any initiative and action to protect its rights and interests, including communicating to the parties involved any data useful for identifying the Customer.

## 2ter. Limitations on use of the Service

**2ter.1** The Customer acknowledges and accepts that the provision of the Service is characterised by constantly evolving technology and is therefore subject to the limitations of use defined at the link <https://guide.hosting.aruba.it/legalblink/risorse/policy-di-utilizzo.aspx>. Aruba reserves the right to update these limitations, in accordance with the provisions of Article 15.2 of the General Terms and Conditions. In the event of failure to comply with the aforementioned limitations, Aruba reserves the right to apply the provisions of the link <https://guide.hosting.aruba.it/legalblink/risorse/policy-di-utilizzo.aspx>, as well as to suspend the Service in accordance with Article 12 of the General Terms and Conditions.

## 3. Duration and Renewal

**3.1** The LegalBlink Service has a duration equal to that indicated in the Order Form and is renewed at the frequency indicated therein. The LegalBlink Service is purchased by the Customer exclusively as an Optional Service and therefore shall have the same duration as the contract for the provision of the main Aruba.it Hosting service, regardless of its activation date. If, for any reason, the Customer transfers the domain to another provider or does not renew it upon expiry, the Optional Service shall be deactivated, with Aruba expressly excluded from any liability in this regard.

**3.2** Without prejudice to the provisions of the other documents constituting the Contract, the Customer acknowledges and accepts that on the expiry date of the Service and, in any case, at the end of the Contract for any reason whatsoever, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and accepts that it is their sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Service(s), as Aruba does not perform any specific backup of the data and/or information and/or content uploaded to the LegalBlink Platform and, in any case, does not offer any guarantee regarding the protection and storage of such data and/or information and/or content, as provided for in the General Terms and Conditions.

In any case, the Customer hereby releases Aruba from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s).

**3.3** The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the Service in question, if necessary by entering into a new Contract.

**3.4** The Customer accepts that the Services are provided by Aruba under a specific contract concluded with Law-Tech, therefore if Law-Tech, for any reason or cause, notifies Aruba of its intention to terminate or cancel said contract, the Contract between Aruba and the Customer shall also be deemed terminated, cancelled and in any case ended. In this case, the Services will remain active and usable for the period of time communicated by Aruba. In any case, the Customer hereby declares, now and for the future, that any contrary exception is waived and removed, and that it will hold Aruba harmless from any and all liability, waiving the right to request or claim from Aruba any indemnity or compensation for direct or indirect damages of any nature or kind.

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

**4.1** Through the LegalBlink Platform, the Services are available 24/7/365 in accordance with the provisions of the Contract.

**4.2** Aruba's obligations and responsibilities towards the Customer are those defined in the Contract and therefore, in any case of breach or non-compliance attributable to Aruba, the latter shall not be liable for an amount greater than that paid by the Customer for the individual Service, ordered or renewed, affected by the harmful event. Any other compensation or indemnity to the Customer for direct or indirect damages of any nature and kind is expressly excluded, now and in the future.

**4.3** Aruba does not perform any specific backup of data and/or information and/or content processed by the Customer through the Services. In any case, Aruba offers no guarantee regarding the use of the Services with regard to the protection and storage of the aforementioned data and/or information and/or content.

**4.4** Aruba shall in no case be held liable for the use that the Customer has made or may make of the Services.

**4.5** Aruba is not responsible for the accuracy and correctness of the data and information processed through the Service. The Customer therefore remains the only party obliged to comply with the regulatory obligations imposed on them by the applicable legislation and also

declares that they are aware that the Service is merely a tool to help achieve the purposes for which the Customer intends to acquire the data, information and/or content uploaded through the LegalBlink Platform without any guarantee by Aruba that what is obtained through the Service complies with the Customer's intended use.

**4.6** Aruba assumes obligations of means and not of results and does not guarantee that the Services ordered by the Customer are perfectly suited to particular purposes or in any case to the Customer's needs. In any case, the Customer accepts that the use of the Services is at their own risk and that said services are provided "as is and as available" and "with all defects", and therefore Aruba, and its affiliated and/or controlled companies and/or employees and/or collaborators do not recognise any legal guarantee, implicit or explicit, in this regard. The exclusion of warranty referred to in this paragraph shall be applied and enforced by Aruba to the fullest extent permitted by law and shall remain valid even after the termination of the Contract for any reason and/or after the use of the Services by the Customer. Aruba and its affiliates and/or subsidiaries shall in no event be liable to the Customer or any third party for any direct or indirect damage suffered as a result of and/or in consequence of the use of the Services.

**4.7** The Customer acknowledges and accepts that Law-Tech may eliminate or modify certain features of the Services, in accordance with the Law-Tech Contractual Documents; the Customer acknowledges and accepts that Aruba shall in no case be held liable for any direct or indirect damages of any nature or kind suffered or to be suffered as a result of the aforementioned modifications or eliminations. In particular, the Customer accepts, in relation to the provisions of the Law-Tech Contractual Documents, that Law-Tech itself, now and in the future, with all exceptions waived and/or removed, is the sole and exclusive owner of all rights relating to the Services, without exception, and therefore, as such, is entitled to enforce them at any time, notwithstanding the conclusion of the Contract with Aruba.

## 5. Customer's obligations and rights

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

**5.2** The Customer declares that they possess all the technical knowledge necessary to ensure the correct and diligent administration and management of the Service.

**5.3** The Customer acknowledges that the Internet is not controlled by Aruba and that, due to the particular structure of the network, it is not possible to guarantee its performance and functionality or to control the content of the information transmitted through it. For this reason, Aruba cannot be held liable for the transmission or reception of illegal information of any kind or nature.

**5.4** The Customer acknowledges and accepts that any operation carried out through the Service is presumed to have been carried out by the Customer and that knowledge by third parties of the access credentials to the Service or of the additional codes assigned by Aruba to the Customer could allow the latter to make unauthorised use of the Service and access the information and/or content or data processed through it. The Customer therefore undertakes to store and use such credentials/codes with the utmost confidentiality and diligence, to change them periodically at intervals of no more than 3 (three) months, and to promptly inform Aruba of any unauthorised use or any other security breach detected.

**5.5** The Customer undertakes to use the Service exclusively for lawful purposes and in accordance with the provisions of law applicable from time to time, with usage and customs, with rules of diligence and, in any case, without infringing any rights of third parties, assuming all responsibility in this regard. The Customer also declares that they are the sole and exclusive administrator of the Service and, as such, declares that they are solely responsible (i) at their own risk, for the management of data and/or information and/or content processed by him/her through the Service, for their security and storage and for the performance of any other activity deemed useful or necessary to ensure their integrity, undertaking, for this purpose, to apply, at his/her own expense, appropriate and adequate security measures; (ii) the content of the information, sounds, texts, images, design elements and data accessible and/or made available through the Service and in any case, for any reason, transmitted, disseminated or posted online by the Customer; (iii) malfunctions of the Service for any use that does not comply with the Aruba Services Use Policy and/or the Law-Tech Contractual Documents; (iv) the loss or disclosure of the codes for using the Service or any additional codes assigned to the Customer by Aruba; (v) the management of access to the LegalBlink Platform (any connection, modification of the Service or order made through the LegalBlink Platform is presumed to have been made by the Customer).

**5.6** The Customer acknowledges and accepts that Law-Tech, as the sole and exclusive owner of the rights to the Services, as governed by the Law-Tech Contractual Documents, may, at any time, revoke the Customer's status as a user of the Services or disable and/or cancel the rights to use the Services as activated by the completion and/or execution of the Contract. In this case, the Customer hereby declares, now and for the future, that any contrary exception is waived and removed, and that it will hold Aruba harmless from any and all liability, waiving the right to request or claim from Aruba any indemnity or compensation for direct or indirect damages of any nature or kind.

5.7 Without prejudice to the above, the Customer acknowledges and accepts that:

- a) Law-Tech may modify the Services or implement new versions at any time and for any reason;
- b) Aruba does not issue any warranties on the Services other than those provided for in the Contract.

5.8 The Customer also accepts that Law-Tech may carry out technical or maintenance work on the Services without prior notice, and therefore expressly releases Aruba from any liability for any direct or indirect damages of any nature or kind suffered or to be suffered as a result of the work referred to in this paragraph.

5.9 The Customer hereby grants, pursuant to Article 1407 of the Italian Civil Code, its consent for Aruba to assign the Contract to third parties and/or transfer to third parties, in whole or in part, its rights and/or obligations arising from the Contract.

## 6. Copyright and licences

6.1 The Customer is required to use the Services in compliance with the intellectual and/or industrial property rights of Aruba and Law-Tech as indicated in the Aruba Services Use Policy and in the other documents indicated in Article 2 of these Special Conditions. The software, like any other copyright or other intellectual property right, is the exclusive property of Aruba and/or Law-Tech and their predecessors in title. Therefore, the Customer does not acquire any rights or title in this regard and is required to use them only during the term of the contract.

6.2 In the case of licences provided by third-party suppliers through Aruba, the Customer acknowledges that they have read the terms and agrees to use the software in accordance with the methods indicated on the respective websites exclusively for their own personal use. The Customer agrees to accept and comply with the terms of the aforementioned licences. The Customer declares that they are aware that the Licences are between the Customer and the owner of the copyright on them, with the exclusion of any liability on the part of Aruba.

6.3 The Customer is not permitted to use, in any way and by any means, the company name, technology names and trademarks, such as logos, distinctive signs, designs and stylised word marks, of Aruba or Law-Tech without the prior written consent of Aruba or Law-Tech. The Customer declares and guarantees that they have the necessary rights for all data, software programmes or services used in connection with access to or use of the Services and that the activities carried out do not infringe the intellectual property or other property rights of third parties. The user agrees to access and use the Services (a) without infringing the rights of third parties, and (b) exclusively in a manner that complies with all applicable laws and regulations.

## 7. Appointment as Data Processor

By entering into this Agreement, Aruba is appointed by the Customer as Data Processor and/or Sub-Processor for the processing of personal data communicated by the Customer, as described in Article 23 of the general section, for the purposes of providing the Service.