

Conditions for the supply of Certification Services – Qualified certificates

Provisions of a general nature

These Supply Conditions, together with the documents indicated in Art. 2 below, govern, in the order of precedence indicated herein, the rights and obligations of Actalis and the Customer within the context of the supply of the Service provided by Actalis.

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1. Definitions

Subject to the other definitions set forth in the Operating Manual, the terms below shall have the following meaning:

CAD: Legislative Decree no. 82 of 7 March 2005 and its amendments and additions;

Authentication certificate: The Certificate consisting of the electronic certification guaranteeing the authenticity of the information required for the online identification of the holder of the CNS issued by Actalis as authorised by the Issuing Body as set forth in Presidential Decree no. 117 of 2 March 2004 and in the CNS Operating Manual, which grants access to the information systems held by the Government Authorities;

Signature certificate: The Certificate that connects the data used to verify the Digital Signature to the holder and to confirm his/her identity, issued by the Certification Authority, Actalis S.p.A., as set forth in the CAD, in the technical regulations referred to therein and in the "Electronic certification service" Operating Manual;

eIDAS certificate: this is the qualified electronic certificate referred to in art. 3, paragraph 1, no. 15 of the Regulation and governed by the CPS Manual;

Certificate(s): the definition used in the Contract to refer without distinction to the Signature Certificate and/or the Authentication Certificate and/or the eIDAS Certificate and/or the eIDAS Seal when it is not necessary to specify the certificate concerned;

Private key: the part of the pair of asymmetric keys known exclusively to its Holder, by means of which the holder attaches his/her Digital Signature to an electronic document or decrypts an electronic document that has been encrypted using the corresponding Public Key.

Public key: the part of the pair of asymmetric keys designed to be made public, which is used to verify the Digital Signature attached to the electronic document of the Holder of the Private Key or to encrypt electronic documents to be sent to the Holder of said key.

CNS: acronym for National Service Card, as defined in the CAD, i.e. the instrument used to gain access to the online services provided by the government authorities for which electronic identification is required;

Digital signature device: the Digital Signature solution described in detail in the Manual applicable to the Certificate requested and distributed by Actalis to the Customer;

ETSI: acronym for "European Telecommunications Standards Institute", the independent, international, non-profit body officially responsible for establishing and disseminating standards in the field of telecommunications in the EU.

"One shot" digital signature: a particular type of remote Digital Signature based on a signature certificate that may only be used for signing documents originating from specific electronic processes, known as "one shot", provided on the website <https://www.actalis.it/area-download.aspx> and according to the terms and limitations set out in the Manual and in the Contract.

CNS digital signature: a type of electronic signature also containing the Authentication Certificate;

Remote electronic signature: a particular type of digital signature, generated on HSM under the full control of Actalis, which guarantees to the Customer exclusive control of the private keys; at the Customer's request, this signature may also be supplied with the "Verified mode" option as set forth in art 19 of the Prime Ministerial Decree of 22 February 2013.

Digital signature: a particular type of advanced electronic signature based on a qualified certificate and on a system of cryptographic keys, one public and one private, related to each other, which enables the Customer via the private key and the recipient via the public key, respectively, to reveal and to verify the source and the



integrity of an electronic document or of a set of electronic documents;

HSM: a set of hardware and software that creates secure devices for the generation of signatures capable of securely operating one or several copies of cryptographic keys.

CPS (Certificate Policy Standard) Manual: the manual that is published and public pursuant to the law, containing the instructions for the processes for issuing the eIDAS Certificate and the eIDAS Seal (when together with the "National Service Card – CNS" Operating Manual, Manual or also "Manuals") available for downloading from the link <https://www.actalis.it/area-download.aspx>, which the Partner, on signing the Order Form, confirms to have seen, to have been made aware of, to accept and to follow in all of its parts;

"National Service Card – CNS" Operating Manual: the manual that is published and public pursuant to the law, containing the instructions for the processes for issuing the Authentication Certificate (when together with the "Certification Services" Operating Manual, Manual or also "Manuals") available for downloading from the link <https://www.actalis.it/area-download.aspx>;

"Certification Services" Operating Manual: the manual that is published and public pursuant to the law, containing the instructions for the processes for issuing the Signature Certificate (when together with the "National Service Card – CNS" Operating Manual, Manual or also "Manuals") available for downloading from the link <https://www.actalis.it/area-download.aspx>;

Manual(s): the definition used in this Contract to refer without distinction to the "Certification Services" Operating Manual, the "National Service Card – CNS" Operating Manual, and/or the CPS Manual when it is not necessary to specify the Manual concerned;

Verified mode: The mode that conditions the use of the Remote Signature on verification of its validity by Actalis, namely that the corresponding certificate has not expired, been suspended or revoked when the signature is generated.

Request Form: the form used by the Customer to request the Signature Device, containing all the information required to identify the Customer, to be completed, signed and sent by the latter to Actalis together with the documents referred to therein.

Offer: the document prepared by Actalis and delivered to the Customer, describing the characteristics and financial terms and conditions of the Services.

Compliance evaluation body: the accredited body, pursuant to the Regulation, with authority to perform the compliance evaluation on the qualified trust services provider and on the qualified trust services provided by the latter.

Legal entity: the collective which, in the case of a request for eIDAS Seals, is the Holder of the seal issued;

PKI Disclosure Statement (PDS): the document which, together with the Manual/CPS, with this Contract and with the applicable regulations, governs the service of issuing eIDAS certificates and eIDAS seals.

Qualified trust services provider: a natural person or legal entity that provides one or more trust services as a qualified trust services provider to which the compliance evaluation body has assigned said qualification.

Regulation: Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014, on "electronic identification and trust services for electronic transactions in the internal market", the technical regulations referred to therein, the European Commission's enforcement measures thereof and any subsequent amendments and additions.

In-person identification: process whereby the Certification Authority, as set out in the Manual, undertakes the positive identification of the Customer in accordance with art. 32, paragraph 3, letter a, of Legislative Decree 82/2005, as required for the issuing of the Certificates.

Qualified trust service: the electronic service consisting of the elements indicated in the Regulation, which complies with the corresponding requirements.

Service(s): the Certification Services, Qualified Trust Services provided by Actalis, which satisfy the requirements referred to in art. 42 of the Regulation and of Standards ETSI EN 319 401, 421 and 422 with the characteristics referred to in each Manual/CPS.

eIDAS Seal: this is the qualified electronic seal as per art. 3, paragraph 1, no. 15 of the Regulation.

Holder: the Party in whose name the Certificate(s) has/have been issued on the basis of the Request Form sent to Actalis.

2. Structure of the Contract and order of precedence

2.1 The following documents form an integral part of the Contract upon and by virtue of the signing of the Request Form, with the exception of the Activation Confirmation, which forms an integral part of the Contract from the moment in which it is sent to the Customer. These documents are to be interpreted and to be applied in the order of precedence shown below:

- 1) Request Form;
- 2) Each Manual/CPS;
- 3) Terms and Conditions;
- 4) Activation confirmation.
- 5) PKI disclosure statement (PDS)

2.2 The document referred to in art. 2.1. under 1) above must be accepted by the Customer, in hard copy or electronic form, if qualified, and submitted to Actalis.

2.3 The Customer declares and acknowledges that the Manual shall remain the exclusive property of Actalis, which as such is the sole and exclusive owner of every corresponding intellectual right; the Customer declares that he/she has seen, has been made aware of, accepts and follows in all of its parts, the contents of said Manual.

3. Purpose of the Contract, fees

3.1 The Purpose of the Contract is the provision to the Customer by Actalis of the Certification Services – qualified certificates as ordered and indicated in the Request Form, which satisfy the requirements referred to in arts. 25 et seq. of the Regulation and of Standards ETSI EN 319 401, 421 and 422.

3.2 Any further service with respect to the purpose of the Contract may be provided, subject to a feasibility study, upon the specific request of the Customer according to the conditions, terms and consideration to be agreed.

3.3 The fees for the supply of the Service are those indicated in the Offer.

4. Signing of the Agreement

4.1 The sending of the Request Form implies full acceptance by the Customer of these Conditions and constitutes a contractual proposal pursuant to Art. 1326 of the Civil Code, in relation to Actalis, which is free to accept or refuse this proposal. If it is accepted, the Contract shall be executed and take effect with the activation of the Service; the relevant Activation Confirmation email shall follow. In any event, it is understood that the use of the Service by the Customer shall constitute acceptance of all contractual terms and conditions.

4.2 If the proposal sent by the Customer is refused and, in any event, the Service is not activated, the Customer acknowledges and agrees that he/she may not bring any requests for indemnity, compensation for damage or claim of any kind against Actalis. Should the proposal be refused, Actalis shall not be required to provide any justification on the matter.

4.3 The Contract is entered into in the Italian language; any other foreign-language versions are made available to the Customer merely as a courtesy. This restriction does not apply to the supply of the Services provided in the capacity of Qualified Trust Services Provider under the terms of eIDAS, for which an English-language version of the contractual documents is also available, it being understood that, in the event of any discrepancy, the Italian-language version shall take precedence over the English-language version.

5. Customer Request

5.1 The Customer may request from Actalis the Digital Signature Device, from the options given in the Offer.

5.2 For the purposes of the provisions of paragraph 2.1 above, the Customer must communicate to Actalis:

a) details, documents, correct and truthful information, specifying which of the pieces of information provided he/she wishes to exclude from the certificate;

b) the type of Certificate he/she is requesting to be issued, from those made available;

c) the existence of any restrictions on the use of the pair of certification keys (by way of example, powers of representation, restrictions on powers, etc.), substantiated by the relevant documentation;

c) the existence of any prohibitions, even regulatory, in the service request;

d) in a timely manner, any amendment to the information or details provided.

5.3. In order to request an eIDAS Seal the Customer must present the relevant documentation as set out in the CPS Manual pertaining to the legal entity that is to be the Holder of the seal, as well as documentary proof of the Customer's powers of representation with respect to said legal entity.

5.4 The Digital Signature Device, with or without the Authentication Certificate as requested by the Customer, shall only be issued in the event of a positive outcome of the checks required for this purpose; in the event of the Certificate(s) not being issued, Actalis shall notify the Customer of the reasons for it/them not being issued, and shall reimburse 50% (fifty %) of the amount paid in the way of an annual fee for the Digital Signature; it is understood and the Customer acknowledges and agrees, that the remaining 50% (fifty %) shall be retained by Actalis as compensation for the costs relating to the document review for the Certificate to be issued.

5.5 The Digital Signature Device shall be delivered to the Customer by Actalis:

a) in the manner indicated on the Request Form from those made available to the Customer;

b) once the In-Person Identification has been completed as indicated on the Request Form, selected from those set out in the Manual.

5.6 In order for the Digital Signature Device to be delivered successfully, the Customer must follow the instructions provided from time to time by Actalis as well as any additional instructions provided by third parties entrusted by Actalis to carry out the In-Person Identification and the delivery of the Digital Signature Device. The Customer acknowledges that he/she may not bring any requests for indemnity and/or compensation for damage and/or claim of any kind against Actalis, in the event of any failed or delayed delivery of the Digital Signature Device for reasons not attributable to wilful malice or gross negligence on the part of Actalis.

5.7 It is the Customer's responsibility to generate the pair of keys for secure signing, in accordance with the processes set out in the applicable Manual.

5.8 The Digital Signature Service is considered activated on completion of the corresponding process set out in the Manual applicable to the type of Certificate requested. It is understood that the activation of the Certificates, with the exception of those to be used with the remote Digital Signature Service, must be performed

directly by the Customer, following the relevant process within 12 (twelve) months of their issue; activation constitutes confirmation of the correctness of the data contained in the Certificate and acceptance thereof, and failure to do so within said timescale shall mean that the Certificate may no longer be used. In such an event, the Customer, where applicable, must purchase a new Digital Signature Device without being able to bring any claim against Actalis, even in the way of a refund, for the Certificate that may no longer be used.

5.9 Also notwithstanding the provisions of art. 4.1 of the General Conditions, in the event that the first Service activated for the Customer is the Digital Signature service, the Contract shall be finalised and come into effect upon the issue of the relevant Certificate by Actalis.

5.10 With specific reference to the eIDAS certificate, if the Customer purchases the certificate for third parties authorised by the Customer, as Holders of the Certificate, the latter must inform them of the conditions and obligations that apply to the Service and communicate to them the request for issuing the Certificate and provide them with a hard copy of this Contract, of the applicable Manual and of the issue request.

5.11 Subject to the provisions of art. 21 of Section I of the Conditions, the Customer is aware and accepts that, in order to perform the services governed by this Section III, certain data that he/she provides when requesting the issuing of the Certificate shall be published, as indicated in the applicable Operating Manual. The Customer accepts that said data, in the event of the termination of the certification activity, may be communicated to an alternative Certification Authority or Trust Services Provider or to another identified party in order to comply with the requirements of the applicable legislation.

5.12 The data provided by the Customer in order to activate the service shall be stored for the period of time stipulated by existing legislation, as described in the Manual applicable to the pre-selected service.

5.13 In order to request an eIDAS Seal the Customer must present the relevant documentation as set out in the CPS Manual pertaining to the legal entity that is to be the Holder of the seal, as well as documentary proof of the Customer's powers of representation with respect to said legal entity.

6. Term of the Contract and termination, duration of the certificates and renewal

6.1 The Contract shall come into effect from the moment of its execution as defined in art. 4 above, and shall be valid for the period indicated in the Offer, without prejudice to the cases in which it has been terminated in accordance with the provisions of the Contract itself.

6.2 Unless otherwise stipulated in the Contract, it shall terminate and thus cease to be valid, automatically and immediately, without the need for any communication, on expiry of the last Service supplied.

6.3 It is understood by the Parties that the termination of the Contract, for any reason, constitutes the automatic termination of every Service.

6.4 The term of the Certificate is that indicated in the "validity" section, unless revoked, in compliance with the provisions set out in the applicable Manuals.

6.5 As set out in the Manuals, the Customer may request the renewal of the Certificate prior to its expiry and, if he/she retains the same hardware (Digital Signature Device), provided that it retains the security features set forth in the relevant regulations, on which said Certificate is held, in accordance with the procedures indicated in the Manuals and in those published on the website www.pec.it. The Customer acknowledges and accepts that the renewal of a Certificate nullifies the validity and usability of the previous one. An expired or revoked Certificate cannot be renewed.

7. Service Activation, provision, revocation and suspension

7.1 Unless otherwise agreed by the Parties, the Service shall be activated and provided in the chronological order of the requests received and the timelines required by the availability of the hardware and software, and in any case within the timelines indicated by Actalis to the Customer. It is also understood that the service may only be activated once the Customer has performed correctly the actions for which he/she is responsible.

7.2 The revocation or suspension of the Certificate may be carried out in accordance with the requirements, processes and time limits indicated in the applicable Manuals to which one refers in full. Under no circumstances may Actalis be held liable for any direct or indirect damage suffered by anyone as a result of revocations and/or suspensions of Certificate(s) carried out in compliance with the provisions of the relevant applicable Manual, whatever the underlying reason thereof.

7.3 As far as the eIDAS Seal is concerned, the Customer hereby acknowledges and accepts that the Certification Authority assumes no obligation to verify, subsequent to the issuing of the eIDAS Seal, the continued compliance with the requirements relating to the legal entity that consented to the issuing.

7.4 If the Service is deactivated on a date that precedes the expiry, the Customer is required to make no further use of it.

8. Requirements

The Customer, for the purposes of ordering and making use of the Service, is required to equip him/herself with the necessary hardware and software to use the Service, assuming all

responsibility for its functionality and compatibility with said service and for its correct configuration. The Customer hereby releases Actalis from any liability in relation to any problems with regard to configuration, functionality or compatibility of hardware or software in connection with said service.

9. Characteristics of the Service

2.1 The Service shall be usable in accordance with the procedures, terms, characteristics and restrictions set out in the Manuals and in the Contract.

2.2 Actalis guarantees the supply and use of the Service 24/7/365, as set out in the Manual; it also guarantees that the policies used for the supply of the Service make it accessible equally to all users without any form of discrimination.

2.3 The revocation or suspension of the certificate shall result in the deactivation or suspension respectively of the relevant Service.

10. Access to the Service

The Customer declares that he/she is the sole administrator of the Service and as such declares that he/she is the only party in possession of its login details. Notwithstanding the above, the Customer has the option of deciding, at his/her own exclusive risk, whether and in what way to grant to third parties access to the Service; in such cases, subject to the art. 13.8 below, even if access is granted to third parties via the Services supplied by Actalis, the Customer declares that: (i) he/she accepts sole and exclusive responsibility for such access, being liable for it and for the activities resulting therefrom as if carried out by the Customer him/herself, and (ii) he/she hereby undertakes to indemnify and hold Actalis harmless against any request or claim made by anyone for damage caused to them by or through the use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which may result from such liability actions and undertakes to inform Actalis if such an action is brought against him/her.

11. Support

The support service is provided to the Customer directly by Actalis as detailed in the Manual. The Customer may contact the Dedicated Call Centre directly using the contact details indicated on the website <https://www.actalis.it/about-us/contact-details-info.aspx>.

12. Actalis' obligations and limits of liability

12.1 Actalis guarantees to provide the Service to the Customer 24/7/365 as set out in the Manuals and the Contract.

12.2 Actalis' obligations and responsibilities vis-à-vis the Customer are exclusively those set forth by the Manuals and the Contract and therefore, in the event of any breach or default imputable to Actalis, it shall not be liable for an amount in excess of the sum paid to it as a fee for the Service, ordered or renewed by the Customer, affected by the harmful event, corresponding to the month in which the event occurred, notwithstanding the provisions set out in the Manual.

12.3 In the event that the Customer is a Government Authority, Actalis assumes all obligations relating to the traceability of financial flows as referred to in art. 3 of Law No. 136 of 13 August 2010 and subsequent amendments and additions.

12.4 With the exception of any cases expressly provided for by law, under no other circumstance, for any reason and/or purpose whatsoever, shall Actalis be held liable vis-à-vis the Customer, or vis-à-vis other individuals, directly or indirectly connected or associated with the Customer, for direct or indirect damage, data loss, alteration of the semantic content of documents, violation of the rights of third parties, delays, malfunctions, interruptions, total or partial, that may occur during the provision of the Service, if connected with, directly or indirectly, or resulting from:

- a) the incorrect use of the Service by the Customer and/or staff and/or persons authorised by the Customer;
- b) any misuse relating to the veracity of the personal details provided with the service activation request and of any other variation that may occur in relation to the details provided with the request;
- c) the malfunctioning of the machines, hardware or software, used by the Customer and/or due to the irregular functioning of the Internet, power lines, national and/or international telephone lines;
- d) failure to activate or access the Service due to the failure to upgrade the Customer's own information systems and applications;
- e) delays, malfunctions and interruptions to the Service caused by the insufficient upgrading of the Customer's information systems and applications, the incorrect, incomplete or untruthful communication by the Customer of the information required to execute the Service;
- f) the failure to observe and/or comply with and/or breaches of the obligations attributable by law to the Customer (including, but not limited to: Privacy Code, employment, health & safety legislation, etc.);
- g) force majeure, accidental events, catastrophic events (including but not limited to: fires, explosions, strikes, riots, etc.);
- h) failure to store messages sent and/or stored and/or processed through the Service, it being understood that such liability is assumed exclusively by the Customer;
- i) the content of the messages sent and/or stored and/or processed by the Service, it being understood that the civil and

criminal liability for the content sent through the Service lies with the Customer;

j) anything of any nature and kind 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 authorised by Actalis;

12.5 It is expressly understood that Actalis is not subject to any general monitoring obligations. It does not therefore control or monitor the conduct or actions taken by the Customer using the Service and it does not control or monitor the information and/or data and/or content processed in any way by the Customer or their employees and/or associates with the Services themselves; Actalis is and remains extraneous to the activities that the Customer performs fully independently by accessing the Service remotely via the Internet. In any event, having accessed the Service, the Customer is the only data controller, pursuant to Legislative Decree 196/03, for any data entered and/or processed while ordering the Service or in any case via the Service itself, for the duration of the Contract.

12.6 Unless otherwise expressly stipulated in the Contract, Actalis assumes exclusively the obligations and consequent liabilities set forth in the Contract and the Manual, vis à vis the Customer.

12.7 Actalis may delegate, in whole or in part, to third parties, even if outside of its own organization, individual functions or phases of the Service, retaining full responsibility vis à vis the Customer for the performance and supply of the Service itself, being responsible for all activities undertaken by the delegated party as if they were being undertaken by Actalis itself. Actalis guarantees that such parties, when delegated, shall be required to adopt all security measures stipulated by Actalis and all provisions established by existing legislation.

13. Customer's obligations and rights

13.1 The Customer has the right to use the Service 24/7/365 as indicated in the Contract and the Manual.

13.2 The Customer guarantees and, if required, undertakes to guarantee - also pursuant to art. 46 of Presidential Decree 445/2000 and subsequent amendments and additions - that the data and information provided to Actalis for execution of the Contract are truthful and accurate and such as to permit his/her identification and traceability and undertakes to communicate to Actalis any alteration thereto, including the email address. Actalis reserves the right to obtain any further information in compliance with existing legislation and to verify such data and/or information by also requesting any additional documentation, the Customer hereby agrees to submit thereto. 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 in any case acted

in such a way as to compromise the identification process, the He/She acknowledges and accepts that he/she shall be held criminally liable for the false declarations and/or the use of false documentation and shall also be considered solely liable for all damage suffered and to be suffered by Actalis and/or by third parties due to the inaccuracy and/or falsehood of the information communicated, hereby assuming the obligation to hold harmless and release Actalis from any claim, action and/or request for indemnity or compensation for damage that may be brought against them by anyone.

13.3 The Customer, in the knowledge that:

a) the Signature Certificate allows for relevant acts and documents to be signed for all purposes under Italian law and solely attributable to him/herself;

b) the Authentication Certificate is an online identification tool that allows for the use of government services;

c) the eIDAS Certificate and the eIDAS Seal allow for relevant acts and documents to be signed for all legal purposes within the context of the European Union and attributable to the Holder;

d) the eIDAS Certificate and the eIDAS Seal must be used in conjunction with the data held on a device for the creation of a qualified electronic signature, as defined in art. 3, paragraph 1, no. 23 of the Regulation;

e) the certificates or seals issued on the basis of the provisions of this Section III must be used in compliance with the use described in the "KeyUsage" field therein, and any other use may result in the electronically signed acts and documents being invalid and/or the services provided by third parties being inaccessible. Comprehensive information on the use of each certificate/seal can be found in the relevant Manual;

undertakes to take the utmost care in the use, storage and protection of the private key, the Digital Signature Device with or without CNS and the activation code (PIN) associated therewith, as well as any additional codes provided by Actalis for the use of the Service.

13.4 In particular, the Customer is required to adopt all appropriate measures and to prevent the services referred to in this Section III from harming third parties.

13.5 The Customer is also liable for any damage caused to Actalis and/or to third parties in the event of a delay on the Customer's part in activating the processes set out in the applicable Manual for the revocation and/or suspension of the Certificate.

13.6 In the event of breach of even just one of the aforementioned obligations/commitments, Actalis shall have the right to intervene in the manner and form deemed appropriate to eliminate, if possible, the breach and its effects, and to suspend/revoke the Certificates immediately and without any notice, thereby also reserving the right to rescind the contract.

13.7 The Customer acknowledges that Actalis has no control over the Internet and that, due to the distinctive structure of the network itself, it is not possible to guarantee its performance and functionality or to check the content of the information transmitted through it. For this reason, Actalis shall not be held liable for the transmission or receipt of illegal information of whatsoever nature and type.

13.8 The Customer declares that he/she has 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 put in place through said Service and its subsequent dissemination on the Internet through the Service itself are performed solely at the Customer's own risk and under his/her responsibility.

13.9 The Customer acknowledges and accepts that any operation performed through the Customer's Service is deemed to have been performed by said Customer and that third parties' knowledge of the codes to use the Service or of additional codes assigned to the Customer by Actalis (hereinafter referred to as "Credentials"), may enable said third parties to make inappropriate use of the Service and to access information, content, data processed thereby; the Customer, therefore, in consideration of the circumstance that the use of the Services allows, where required, for electronic authentication, uniquely attributable to the holder of the Credentials and for the possibility for actions to be performed for all purposes under Italian law and solely attributable to said Customer, is required to take the utmost care when using, storing and protecting the Credentials and undertakes to store and use the Credentials with the utmost care and not to grant use to third parties unless expressly authorised and for whose conduct in any event the Customer assumes all liability.

13.9.1 The Customer is required to follow the processes for the generation, issue, suspension and regeneration of the Login Credentials, and/or of any other authentication credentials required to access the Service. The Customer, on receipt of the password, is required to change it and to keep it secret and undertakes not to disclose it to third parties, in any event holding Actalis harmless against any liability for any unlawful act performed with said password. The Customer also assumes the obligation of changing the login password on a regular basis in accordance with the security standards and personal data protection legislation referred to in Legislative Decree 196/2003 and subsequent amendments and additions 180 days after its creation or after the last change thereof and in accordance with the provisions of each Manual.

13.9.2 In the event that the activation and login credentials are mislaid, stolen or lost, the Customer is required to notify Actalis promptly of the situation and to activate promptly the process for issuing new authentication and login credentials.

13.10 Notwithstanding the provisions set out in the Manual, the Customer hereby undertakes to indemnify and hold Actalis harmless against any and all requests or claims by third parties for damage caused to them by or through the use of the Services. The Customer shall bear all costs, damages and charges, including any legal costs, which may result from such liability actions and undertakes to inform Actalis if such an action is brought against him/her.

13.11 As regards proof of all the operations carried out (including, but not limited to, assignments, activations, deactivations, operations log), the Customer acknowledges and accepts that only Actalis' LOGS kept in accordance with the law shall be deemed valid.

13.12 The Customer hereby undertakes to make every reasonable effort to respond promptly to anything that Actalis may have formally communicated in relation to the occurrence of the following circumstances:

- a) there are valid grounds for believing that the Service is used by unauthorised third parties;
- b) the Customer is involved, for whatever reason, in a court or out-of-court proceedings of a civil, criminal or administrative nature, in the event that said dispute concerns actions and conduct put in effect through the Service;
- c) the Customer's conduct is such as to raise the founded and reasonable fear that the Customer may become in breach of the Contract or liable for one or more breaches of its provisions; or
- d) the Customer is using faulty or uncertified equipment, or there are malfunctions which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and things.

13.13 The Customer also acknowledges and accepts that:

- a) Actalis does not control or monitor how the Customer uses the Service or the content that the latter processes through it; in any event Actalis is and remains extraneous to any activities that the Customer performs completely independently by accessing the service remotely via the Internet using the Login Credentials; and
- b) for the entire duration of the Contract, the Customer shall be the only data controller, pursuant to Legislative Decree 196/03, for the processing of any data entered and/or processed through the Service.

13.14 Any breach, whether direct or indirect, also through other parties, of the aforementioned obligations, shall entitle and authorise Actalis to rescind the Contract with immediate effect.

13.15 Notwithstanding the provisions of the above paragraph and without prejudice to the other obligations stipulated in the Contract, the Manual and by the relevant existing legislation, the Customer is required:

- a) to communicate, prior to activating the Service, the identity of the natural persons in charge of maintaining relations with Actalis, authorised to operate in the name and on behalf of the Customer, thereby specifying the function and role; the procedures for identifying and authenticating said appointees are established

exclusively by Actalis;

b) not to transmit, send or disclose through the Service electronic documents or data containing material and/or information that is defamatory, illegal or which in any event infringes the rights of third parties, the Customer being required to ensure that the Service is used correctly by parties authorised to access it, Actalis being held completely harmless against any liability and against any obligation to monitor in this regard;

c) to use the Service in compliance with the provisions of the Contract, including the Manual, in accordance with current legislation, ethics and public order.

13.16 In the event of breach of even just one of the aforementioned obligations/commitments, the Customer is required to hold Actalis harmless against any damage, liability and/or responsibility, whether direct or indirect, including legal costs, that Actalis may suffer or incur as a result of the notified breaches, even if resulting from requests for compensation by third parties. In such an event, Actalis shall be entitled to act in the form and manner deemed appropriate to eliminate, if possible, the breach and its effects, or to suspend or interrupt the Service, also reserving the right to rescind the Contract pursuant to art. 17 below.

13.17 The Customer declares to be in compliance as to licenses for the software that he/she uses and to bear the associated costs.

13.18 As regards proof of all the operations carried out, the Customer acknowledges and accepts that only Actalis' LOGS kept in accordance with the law shall be deemed valid.

14. Handling of disputes and claims

Any disputes and/or claims concerning the supply of the Service may be sent to the registered offices of Actalis:

Actalis S.p.A.

Via San Clemente 53

24036 Ponte San Pietro (BG)

by means of registered letter with confirmation of receipt, within and no later than 7 (seven) days from when the subject of the dispute and/or claim occurred. Actalis shall investigate the communication and shall provide a written response within 30 (thirty) days from its receipt. In the event of disputes and/or claims which, due to particularly complex circumstances, do not permit a comprehensive reply within the above time period, Actalis shall notify the Customer within the aforementioned time period on the progress of the case.

15. Processing of personal data

15.1 The processing of personal data shall be carried out in fulfilment of the Contract, in accordance with existing legislation (Legislative Decree 196/2003 and subsequent amendments and

additions), and in the manner and under the terms stipulated in Actalis' document "Information note on the processing of personal data".

15.2 By accepting these Conditions, the Customer, pursuant to Legislative Decree 196/03 grants his/her express and informed consent and authorises Actalis to process his/her personal data for all operations provided for in the aforementioned decree. In particular, the Customer acknowledges and accepts that:

a) the data provided is necessary for the fulfilment of the Contract and to comply with civil and tax legislation;

b) refusal to provide said data shall prevent the Contract from being executed;

c) at any time, the rights mentioned in art. 7 of Legislative Decree 196/03 may be exercised.

By signing these Conditions, the Customer declares that he/she has examined and fully accepted the information note contained in the document "Information note on the processing of personal data" published on the website <http://www.actalis.it>.

15.3 Notwithstanding the specific operations and activities assigned to Actalis in the Contract, in the provision of the Service the Customer is required to fulfil all obligations set forth in Legislative Decree 196/2003 and subsequent amendments and additions, including the security measures in his/her capacity as data controller of the personal data.

15.4 For the provision of the Service, Actalis makes available the security measures described in the contract, including the Manual; the Customer, for his/her part, undertakes to verify the suitability of such measures in relation to the personal data for which he/she is the data controller, and to adopt all the measures relating to authorization, appointment and storage and of another nature to implement the security system set forth therein in the processing of personal data.

15.5 The Customer guarantees, with reference to third-party data handled by him/her at the order stage and/or during the use of the Service, that said parties have been provided, in advance, with the information referred to in article 13 of Legislative Decree No. 196/2003 and that said parties' consent has been obtained for the processing of such data. In any event, it is understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated with this role and holding Actalis harmless against any dispute, claim or other demand that may come from third parties with reference to such processing circumstances.

16. Extended validity

This clause, the other clauses of these Conditions set out below as well as the provisions laid down in documents to which reference is made in these clauses shall continue to be valid and effective between the Parties even after the termination or the resolution for whatever reason due to or attributable to any party:

1. Definitions
2. Structure of the Contract and order of precedence
6. Service activation, provision, term, renewal and termination
11. Actalis' obligations and limits of liability
12. Customer's obligations and rights
17. Express termination clause - termination due to non-fulfilment - termination conditions
19. Copyright and licensing
20. Information security
22. Applicable law and jurisdiction

17. Changes to details

17.1 Any changes to the Customer's contact details must be made using the form provided by Actalis for this purpose.

17.2 During the course of the contractual relationship, Actalis reserves the right to request additional documentation, which the Customer is required to send, under penalty otherwise of non-acceptance of the request sent.

18. Express termination clause – termination due to non-fulfilment – termination conditions

18.1 Without prejudice to the terms of other clauses of the Contract, it shall be deemed to have been terminated with immediate effect, pursuant to and in accordance with Art. 1456 of the Italian Civil Code, if the Customer:

- a) breaches the obligations provided for in Articles 5, 12, 2 and 21 of the Conditions as well as the provisions in the documents to which they refer;
- b) breaches the provisions of the Manual;
- c) undertakes any unlawful activity by using the Services; or
- d) wholly or partially assigns the Contract to third parties, without the prior written consent of Actalis.

18.2 In addition, in the event of failure to comply with the obligations stipulated in the Contract, Actalis reserves the right to send to the Customer, at any time, for all intents and purposes referred to in Art. 1454 of the Italian Civil Code, formal notice within 15 (fifteen) days of receipt of the registered letter with confirmation of receipt.

18.3 From the date of termination of the Contract, in the event of the cases provided for under this article, each Service shall be deactivated without advance notice.

18.4 In any event, any liability on the part of Actalis for the termination of the Contract and/or for non-use of the Service by the Customer or the ensuing right of the latter to demand any reimbursement and/or compensation or damages of any type and kind shall remain expressly ruled out.

19. Amendments to the Contract and/or to the Manual

19.1 The Customer acknowledges and agrees that the Service covered by the Contract is characterised by constantly changing technology; for these reasons Actalis reserves the right to improve the technical features thereof and the tools related thereto at any time and to amend the conditions of the Contract at any time, even after it has been signed, without this giving rise to any obligations of any kind for the Customer.

19.2 Actalis also reserves the right to amend the Manual at any time in compliance with provisions of law.

19.3 Should Actalis make any technical or financial changes worsening or increasing performance and/or pricing or altering any part of the contractual conditions, the Customer shall be informed of said changes by email or publication on the website <http://www.actalis.it>. The aforementioned changes shall enter into effect 30 (thirty) days after the date of their communication. If the Customer does not wish to accept such changes, including those concerning fees, he/she may exercise, within the aforementioned time period, the right to withdraw from the Contract with written communication to be sent by registered mail with confirmation of receipt to Actalis S.p.A., Via San Clemente 53, 24036 Ponte San Pietro (BG). If the Customer fails to exercise the right of withdrawal within the time period and manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the Customer.

20. Copyright and licensing

20.1 The Customer is required to use the Service in compliance with Actalis' intellectual and/or industrial property rights as laid down in the Manual. Software, as with any other copyright or other intellectual property right, is the exclusive property of Actalis and/or its assignors; therefore the Customer shall not acquire any right or entitlement in this regard, and shall only be entitled to use them during the contract term.

20.2 In the case of licences provided by third-party suppliers through Actalis, the Customer acknowledges that he/she has examined the terms and undertakes to use the software in accordance with the terms and conditions specified on the respective websites exclusively for his/her own personal use. The Customer undertakes to accept and comply with the terms of these licences. The Customer declares that he/she is aware that the Licences apply between the Customer and the holder of the copyright thereon with the exclusion of any liability on the part of Actalis.

21. Information security

The Customer, acknowledging that the company Actalis is equipped with other means and/or instruments deemed suitable for

protecting information security (physical, logical, IT and organisational) in the most effective way, hereby undertakes not to disclose or make howsoever available to third parties any confidential information known or handled in connection with the performance and/or application of the Contract in the absence of Actalis' specific written consent.

22. Miscellaneous

22.1 The Contract shall annul and supersede any previous agreement that may have been entered into between Actalis and the Customer concerning the same subject, and shall constitute the final and full expression of the agreements entered into between the Parties on this subject. No amendment, marginal note or clause howsoever added to this Contract shall be valid or effective between the Parties, unless specifically and expressly approved in writing by both. In the event of special agreements with the Customer, these must be formulated in writing and shall constitute an addendum to the Contract.

22.2 Under no circumstances may any breaches and/or Customer conduct that differs with respect to the Contract be considered as exceptions thereto or tacit acceptance thereof, even if not contested by Actalis. Any failure by Actalis to exercise or assert any right or clause of this Contract shall not constitute a waiver of those rights or clauses.

22.3 Unless expressly indicated otherwise in the Contract, all notifications to the Customer relating to this contractual relationship may be carried out by Actalis indiscriminately by hand, via email, whether certified or not, by means of registered mail with confirmation of receipt, ordinary post or by fax to the addresses and/or contact details indicated by the Customer on the Request Form and, consequently, such notifications shall be considered known by the latter. Any changes to the Customer's addresses and contact details including the email address stated on the Request Form, which are not communicated to Actalis in accordance with the procedures set forth in the Contract, shall not be the subject of a complaint to the latter.

22.4 With the exception of the cases specifically provided for in the Contract, all notifications that the Customer intends to send in relation to the Contract, including support requests, must be sent to Actalis exclusively to the contact details indicated on the link <https://www.actalis.it/about-us/contact-details-info.aspx>.

22.5 Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not result in the invalidity of the others, which shall be deemed to be fully valid and effective.

22.6 The Customer acknowledges and accepts that Actalis may communicate to third parties and/or disclose in any way the details relating to the Contract (including but not limited to: the purpose, the term, the name of the Customer) as commercial information for the promotion of its own products or services.

22.7 The Customer is prohibited from transferring the Contract to third parties.

23. Applicable law and jurisdiction

23.1 The Contract shall be governed solely by Italian law. These Conditions were drafted and prepared in observance and in compliance with the provisions contained in Legislative Decree 206/2005 (Consumer Code), in Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the creation 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 shall be understood to be automatically modified and/or adjusted in line with the provisions on the matter in subsequent provisions of the law and/or regulations.

23.2 For any and every dispute relating to the interpretation, performance and rescission of this Contract, the Court of Arezzo shall have exclusive jurisdiction, except in the event that the Customer has acted and entered into this Contract in the capacity of Consumer for purposes other than business or professional activities; in this case, the Court of the location where the Customer resides or is domiciled, if located in Italy, shall have exclusive jurisdiction.

24. Reference to the Manuals

For anything not specifically indicated in these Conditions, refer to the provisions in the Manual.