

Terms & Conditions – Warranty Policy

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General Provisions

This document defines the terms and conditions relating to the warranty included in the SSL certificates provided by Actalis S.p.A. for the parties who have relied on the information contained in the certificate.

1. Definitions

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.

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.

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

Maximum warranty certificate: The maximum amount of the Warranty associated with the Certificate, the maximum warranty values are established in Art. 7.

Relying Party: any party relying upon the Certificate. In the case of SSL Server certificates, these are, by way of example, the users of the website concerned. In the case of Code Signing certificates, these are typically the users of the signed software.

Date Controller (Subscriber): A natural person or legal entity to whom a Certificate is issued and who is legally bound by signing the General Terms and Conditions of Supply.

2. Purpose of the cover

2.1 This document establishes the conditions and methods whereby the Data Controller can claim under the warranty associated with this certificate regarding the associated risks, as described more fully in Art. 3.

2.2 The certificates with the associated warranty are described and defined more fully on webpage <https://shop.actalis.com/store/it-it/>. Anything not defined on the said webpage cannot be regarded as included under the warranty.

2.3 The warranty will apply only to Data Controllers who have duly accepted the Terms and Conditions of Supply, published on this page, for certificates sold directly by Actalis S.p.A.

2.4 The warranty shall not be applied to third-party beneficiaries who are not the Data Processor for the service.

3. Scope of the cover

3.1 The warranty offers protection against the risks associated with use of the Certificate, as defined more fully below:

- Failures resulting from incorrect identification:
 - the warranty will cover any damage caused by the finding that the process of identification and issue of the certificate was carried out incorrectly by Actalis in accordance with the provisions of the CPS;
- Failures resulting from the loss of documents necessary for the correct identification process:

Actalis S.p.A.

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

VAT Reg. No. 03358520967 | Tax ID No. 03358520967

The Administrative and Economic Index (REA) 436479 | Share Capital € 6,300,000.00

fully paid up | Certified email: amministrazione@pec.actalis.it | Website actalis.it

- the warranty will cover any damage caused by the loss of documentation in connection with the identification process and issuing of the certificate.
- Failures resulting from non-compliance with the CPS:
 - the warranty will cover any damage resulting from failures caused by error and negligence in accordance with the procedures defined in the CPS for issuing certificates.

4. Exceptions to application of the warranty

4.1 the warranty described in this document will be deemed to be excluded in the following cases:

- the breach by the Data Controller of just one of the contractual obligations defined in the General Terms and Conditions of Supply (link);
- the breach by the Data Controller of just one of the obligations defined in the CPS;
- in cases where the Data Controller's request has not been made in the manner and within the time limits specified in the following section;
- in cases where the private key is lost;
- in cases where Actalis can demonstrate that it has taken all reasonable steps to avoid default;
- in cases where the Data Controller has not applied reasonable and adequate security measures during the creation, transmission or security information phases with respect to the certificate;
- in all cases in which the Data Controller has breached a regulation or performed acts in breach of the applicable regulations;
- in all cases where normal diligence in the use of internet resources has not been shown and in general in all cases of breach of the policies governing the use of Actalis services;
- in all cases of anomalies or malfunctions of equipment, software and systems that are not under the exclusive control of Actalis;

4.2 In such cases, the Data Controller shall not be able to make any request to Actalis and, as a result, the latter cannot be held responsible for any direct or indirect damage or loss of any kind or nature.

5. Claim procedure

5.1 In the event of breach of the provisions of Art. 4 above, the Data Controller may open a claim request, in accordance with the terms and conditions below.

5.2 The Data Controller must open a claim request through the dedicated portal, by attaching the digitally-signed form that can be found at <https://www.actalis.it/area-download.aspx>;

5.3 The Data Controller may open a claim request within a maximum of 15 days from discovery of the error or default, after which period the warranty cannot be exercised;

6. Payment request

6.1 If, following the checks and investigations carried out on the basis of the request submitted in accordance with Art. 5 above, Actalis discovers a breach of the provisions of Art. 3, the Data Controller may make a payment request in accordance with the terms and conditions set out below.

6.2 The warranty will extend only to damages caused directly by the breach. To request a payment, the Data Controller must:

- send a written request, using the form found at <https://www.actalis.it/area-download.aspx> signed digitally, completing all sections;
- assist Actalis in each step of the procedure and provide all the useful information requested;
- declare all damages arising from the breach and declare their value;

In the event of non-compliance with the requirements set out in this Article, as well as with the procedure set out in Art. 5, Actalis will not accept the payment request and will not proceed to exercise the warranty associated with the certificate.

7. Liability limits per Certificate

7.1 The maximum warranty, or the maximum refundable value for each claim that Actalis may pay out in the context of a claim, is defined in this Article and on the basis of the certificate type:

Certificate types		Maximum Warranty value	Maximum amount for each claim
DV	Single domain	€50,000.00	€5,000.00
	SAN		
	Wildcard		
OV	Single domain	€500,000.00	€10,000.00
	SAN		
	Wildcard		
EV	Single domain	€500,000.00	€15,000.00
	SAN		

Certificate types		Maximum Warranty value	Maximum amount for each claim
DV Warranty Plus	Single domain	€500,000.00	€15,000.00
	SAN		
	Wildcard		
OV Warranty Plus	Single domain	€1,750,000.00	€17,500.00
	SAN		
	Wildcard		
EV Warranty Plus	Single domain	€2,000,000.00	€20,000.00
	SAN		

7.2 If the limits with respect to what is stated in the previous paragraph are exceeded, Actalis will not pay more than what is expressly stated, regardless of the number of claims received in connection with the certificate.

7.3 If the maximum amount provided for is exhausted, the warranty will be considered terminated and as a consequence Actalis will no longer proceed with any refund, except as provided by the regulations in force.

8. Final Provisions

8.1 The warranty shall not apply in cases where the Data Controller breaches any of the provisions of this document, of the General Terms and Conditions of Supply, as well as the provisions of CPS, or in cases of force majeure. In such cases, no payment request can be made to Actalis and no refund will be paid.

8.2 No amendment, marginal note or clause howsoever added to this document shall be valid or effective between the Parties, unless specifically and expressly approved by both in writing. Any special agreements with the Data controller must be drawn up in writing and shall constitute an addendum to the Contract.

8.3 For anything not specified in this document, reference is made to the General Supply Conditions, as well as to the applicable law or Italian law.