

General Terms & Conditions

Electronic Signature

DEFINITIONS

For the purposes of this contract:

1. **"Attachment(s)"**: are the Operational/Technical Attachments, including the Operating Manuals, indicated in the Issuance Request Form and in the General Conditions, which analytically describe the Electronic Signature Certification Service and the conditions for its use.
2. **"Customer"** or **"Applicant"** means the entity, organization or person requesting the Electronic Signature Service.
3. **"Certificate"** means the Certificate described in the Operating Manual.
4. **"Electronic Signature Certification Services Agreement"** or simply **"Contract"**: means all contractual documentation including these General Conditions, the Request Form, the Annex(s), and all the documents and acts referred to therein, which govern the rules and methods of provision of the Service.
5. **"InfoCert" or "Certifier"**: InfoCert S.p.A. *Company subject to the direction and coordination of Tinexta S.p.A. - with registered office in Rome, P.zza Sallustio, 9 - 00187, Tax Code and VAT 07945211006, call center 049.7849350, e-mail address info@infocert.it, fax 06/83669634, Certified Electronic Mail infocert@legalmail.it, subject to the supervision of AgID for the activities provided for by law. InfoCert adheres to the code of ethics available on the institutional website of the Company.*
6. **"Operating Manual"**: Certified Operating Manual "Electronic Signature", code ICERT-INDI-FD.
7. **"Parties"** collectively InfoCert, the Owner, the Applicant.
8. **"Request Form"** is the form with which the Applicant, or his representative, requests the activation of the Electronic Signature Certification Service.
9. **"Electronic Signature Certification Service"** or simply **"Service"** is the service provided by InfoCert and described in the Operating Manual.
10. **"Owner"**: the subject/entity, holder of the Certificate.
11. **"User"** means anyone verifying the Certificate.

SUBJECT-MATTER, CONCLUSION AND DURATION OF THE CONTRACT

Art. 1. Object of the Contract, specifications of the Service and relations between the Parties

The subject of the Contract is the provision of the Service as described in the Operating Manual.

The Service is requested by the Customer. The Customer can also operate through a person in charge, for which he is fully responsible. With the InfoCert Service, it certifies only the public key of the pair of asymmetric keys intended for the Owner by the Applicant. InfoCert indicates in the Certificate attributed to the public key the data and information of the Owner communicated by the Applicant under the sole responsibility of the latter, in the Request Form.

The Service is provided in accordance with the provisions of the Contract. InfoCert does not perform any identification and control activity of the Owner (natural person, legal person, entity, etc.) to whom the pair of asymmetric keys is attributed and whose data are reported in the Certificate as these determinations and information are known and transmitted directly by the Applicant under its own and exclusive responsibility.

The Service does not apply to qualified, advanced or digital electronic signature procedures.

The Applicant is obliged to communicate and have accepted contractually these General Conditions and the Operating Manual to the Owner and Users as applicable to them, as the discipline under which the Service is rendered.

The Certificate issued under the Service may only be used as specifically indicated in the Certificate Policy extension of the Certificate itself and as expressly stated in the Operating Manual. The Certificate may not be used for any purpose, purpose or in any field or manner other than as indicated in the Certificate extension of the Certificate itself and in the Operating Manual.

InfoCert assumes no responsibility, except in the case of wilful misconduct or gross negligence, for uses different from what has just been described.



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In particular, it is absolutely and without exception forbidden to use the Certificate for applications that process computer data:

1. that are in conflict with or in violation of intellectual property rights, trade secrets, trademarks, patents or other proprietary rights of third parties;
2. that has defamatory, libelous or threatening content;
3. that contains pornographic, obscene or otherwise contrary to public morals;
4. which, in any case, are contrary to the applicable laws and/or regulations;
5. that contain *viruses, worms, Trojan horses or, in any case, other contamination or destructive characteristics.*

The Service is provided in accordance with the provisions of the Contract. The Owner, the Applicant and the User are obliged, in particular, to specifically comply with all the provisions of the Operating Manual and these General Conditions relating to the type of Certificate requested and assume all the obligations provided for therein.

All intellectual and industrial property rights and any and all other rights on the Service and on the *software* and any other technological solution present and/or connected to it are and remain the property of InfoCert, unless the ownership of third parties is expressly indicated.

All rights to use the Service and the *software* and technological solutions present therein are reserved to InfoCert. The Owner and the Applicant are granted the use of the Service exclusively within the limits and under the conditions established in the Contract. It is not possible to use the Service, the software and technological solutions present therein, in any other way, by way of example and not exhaustively, it is forbidden to copy, modify, decompile, disassemble, distribute even online, grant in use to third parties, the Service and the software and technological solutions present therein.

Art. 2. Conclusion of the Contract with the Owner and its effectiveness

The relations between InfoCert and the Customer are governed by the agreements concluded between them relating to the provision of various IT services. In addition to this, specifically for the Service, they are also governed by the provisions of the Contract.

The Contract is concluded when the issue Request Form, legitimately signed, correctly and adequately completed in its entirety, is received by InfoCert. If the Request Form comes from an unauthorized person, is not intact or lacks the required information, the Contract is not concluded and proceeds as provided in the Operating Manual.

Art. 3. Duration of the Contract and Certificate

The effects of the Contract are produced from its conclusion and continue for the entire duration of the Certificate.

The duration of the Certificate is specifically indicated under "VALIDITY" of the Certificate.

PROVISION OF THE SERVICE AND FEES

Art. 4. Hardware and software resources

The Owner and the Applicant declare to be aware of and accept the *hardware* and *software* prerequisites indicated in the reference Annex. In particular, the Owner and the Applicant must independently equip themselves with Personal Computers with Internet connection, e-mail box, mobile phone capable of receiving SMS, all equipped with *antivirus systems* suitable to prevent intrusions.

The Owner and the Applicant will also personally equip their IT tools (*personal computers, tablets, smartphones, etc.*) with *the basic software* necessary for the use of the Service.

The Owner and the Applicant are responsible for the correct configuration of their *hardware* and the installation *of software* preparatory to the use of the Service.

Art. 5. Connectivity and data transmission

It is essential that the Owner and the Applicant are equipped with an Internet connection.

The Internet connection is not the subject of this Contract and the Owner and the Applicant are obliged to have an Internet connection through a separate subscription with a telecommunications operator.



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InfoCert is not responsible for the Internet connection and the correspondence of this to the technical characteristics indicated in the Annexes and necessary for the proper functioning of the Service. InfoCert is also not responsible for any malfunctions or for the non-use of the Service due to the Internet connection.

Art. 6. Fees

The fees for the provision of the Service are established within the framework of the agreements between InfoCert and the Customer who assumes all the obligations provided for in the agreements with InfoCert, in these General Conditions, in the annexes referred to therein, in the Operating Manual. In particular, the Customer assumes the obligation to pay the fees due to InfoCert for the Service.

SAFETY

Art. 7. Identifiers and accesses to the system

Access to the Service will be allowed through the IT tools indicated in the Operating Manual.

The Owner uses the Certificate following the procedure and using the credentials made available by InfoCert in the manner described in the Operating Manual.

InfoCert is in no case responsible for any direct and / or indirect damage deriving alternatively i) from the loss, ii) from improper storage, iii) from improper use, credentials and / or failure to comply with the above, by the Owner as causes not attributable to InfoCert.

Art. 8 1. Information pursuant to art. 13 of EU Regulation no. 679/2016

InfoCert S.p.A., as Data Controller of the data provided by the Data Subject, informs the same, pursuant to and for the purposes of art. 13 of EU Regulation no. 679/2016, that the aforementioned personal data will be processed, with the aid of paper archives and IT tools suitable to guarantee maximum security and confidentiality, for the purposes and in the manner illustrated in the "Privacy Policy – Activation of InfoCert Services", on the "Documentation" page on the www.infocert.it website, of which the Data Subject declares to have read.

SPECIFIC PROVISIONS OF THE SERVICE

Art. 9. Certificates.

The format of the Certificates rendered with the Service and their temporal validity are indicated in the Operating Manual.

Art. 10. How to request, validate and revoke Certificates.

The Applicant must request the Service from InfoCert, in the manner established in the Operating Manual using the appropriate Request Form.

The conditions, procedures and timing for the revocation of the Certificate are set out in the Operating Manual.

OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

Art. 11. Obligations and responsibilities of InfoCert

11.1. Obligations

InfoCert's obligations are those indicated in the Operating Manual and in these General Conditions. InfoCert does not assume obligations other than those provided for in these General Conditions, the Operating Manual and possibly by the laws in force. InfoCert does not carry out any activity of identification and control of the Owner transmitted by the Applicant and included in the Certificate. InfoCert does not guarantee in any way the physical or legal identity of the person using the pair of asymmetric keys related to the public key certified with the Service as such identification and control is not the subject of the Service.

InfoCert does not provide any guarantee on the correct functioning and safety of the *hardware* machinery and *software* used by the Owner, on uses other than those provided for in the Operating Manual, on the regular and continuous operation of national and / or international electricity and telephone lines, on the validity and relevance, including probative, of the Certificate or any message, act or document associated with it or packaged through the keys to which the Certificate refers for acts and documents subject to legislation other than the Italian one, on their secrecy and / or integrity.

11.2. Liability. Without prejudice to the provisions of these General Conditions, InfoCert is liable only in the event of non-fulfilment, the cause of which is attributable to it, which derives from its intentional or grossly negligent act. Except in the case where



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InfoCert's default depends on intent, the compensation for the consequent damage is in any case limited to foreseeable damages and this in consideration of the fact that the Certificates can be used in an indefinite and unpredictable number of relationships and this at the free choice of the Applicant and the Owner. Therefore, as unforeseeable, damages deriving, by way of example and not exhaustively, from loss of business opportunities or savings, loss of interest, loss of administrative efficiency, damage to the image or loss of commercial reputation are excluded. Without prejudice to the provisions of art. 1229 of the Italian Civil Code, any damage that can be compensated by InfoCert, of whatever nature, cannot exceed the cost of the Certificate attributed to the Owner. The reimbursement of any greater damage is excluded and without prejudice to the right of InfoCert to prove less damage suffered by the injured party.

Furthermore, InfoCert, from the request phase of the Service and during the performance, is not liable for any damage and / or delays due to malfunction or blockage of the computer system of the Internet network as it is not attributable to it.

Art. 12. Obligations and responsibilities of the Owner and the Applicant

12.1. Obligations of the Applicant and the Owner

The Applicant is obliged to make known and accept these General Conditions and the Operating Manual to the Owner and to all subjects who use the Service as the Service is rendered according to the provisions of the Contract.

The Owner, the Applicant are obliged, in particular, to specifically comply with all the provisions of the Operating Manual and these General Conditions relating to the type of Certificate requested and assume all the obligations provided for therein.

The Applicant and the Owner are also obliged to:

1. - provide InfoCert with all the necessary information indicated in the Service Request Form, guaranteeing the correctness and completeness of the same;
 - protect and store private keys with the utmost diligence in order to guarantee their integrity and confidentiality;
 - promptly request the revocation or suspension of the Certificates in the cases provided for in the Operating Manual;
 - use the Certificate issued by InfoCert according to the Operating Manual;

- take all appropriate organizational and technical measures to avoid harm to others;
- without prejudice to the cases of revocation provided for in the Operating Manual, inform InfoCert of changes in its contact details and other data necessary for the provision of the Service.

The Owner, in consideration of the fact that the use of an electronic signature for which a Certificate has been issued is attributable solely to his person and that the knowledge of the credentials by third parties would allow the latter to use, directly attributable to the Certificate Owner, is obliged to observe the utmost diligence in the indication, use, storage and protection of credentials for the use of the Certificate made available by InfoCert. The credentials are strictly personal, therefore, the Owner is obliged to protect their secrecy by not communicating or disclosing them to third parties, even in part, preventing their use by third parties and keeping them in a safe place. The Owner is also obliged to adapt its hardware and software systems to the security measures required by current legislation.

It is the obligation and responsibility of the Owner to carefully check the content of the documents and processes on which it intends to use the Service, obliging itself to refrain from activating the IT procedure if such content does not comply with the will it intends to express.

12.2. Responsibility of the Applicant and the Owner.

The Applicant is responsible for the work of any persons in charge acting on his behalf.

The Applicant and the Owner are responsible for the truthfulness and correctness of the data communicated in the Emission Request Form.

If they have, also through the use of untrue documentation, acted in such a way as to compromise the data and results of the Issuance Request Form as well as the data indicated in the Certificate, they will be held responsible for all damages deriving from InfoCert and / or third parties from the inaccuracy of the information contained in the Certificate, with the obligation to guarantee and indemnify InfoCert for any claims for damages.

The Owner and the Applicant are also responsible for damages deriving from InfoCert and/or third parties in the event of delay in their activation of the procedures provided for in the Operating Manual for the revocation and/or suspension of the Certificate.

The Owner is solely responsible for the IT security of the Client and/or Server and/or signature device



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system on which the key pair for which the Certificate was issued resides. InfoCert is not responsible for any damage resulting from the failure by the Owner to adopt the security measures that can be adopted based on the state of scientific and technological knowledge at the time of the violation. The Owner indemnifies InfoCert from any damage and consequence deriving from this.

TERMINATION AND WITHDRAWAL

Art. 13 Breach of the Parties, Termination, Withdrawal and Dissolution of the Contract

Pursuant to art. 1456 of the Italian Civil Code, the Contract will terminate by right with simultaneous interruption of the Service and revocation of the Certificate, in the event that the Applicant and / or the Owner are in default of the provisions contained in the clauses referred to in art. 1 (Object of the Contract, specifications of the Service and relations between the Parties), art. 6 (Fees), art. 7 (Identifiers and access to the system); art. 12.1 (Obligations of the Applicant and the Owner), art. 12.2 (Responsibility of the Applicant and the Owner), as well as the provisions of the Operating Manual, art. 4.1.2 or in the event that the declarations made by the Applicant and / or the Owner for the stipulation of the Contract or the issuance of the Certificate do not correspond to the truth. The termination will occur by right when the interested party declares to the other by registered letter with return receipt and / or by Certified Electronic Mail, that it intends to make use of this clause.

In all cases where the Owner or the Applicant is in default of the obligations assumed, InfoCert may suspend the provision of the Service, through the suspension of the Certificate.

In the event of subjection of one of the Parties to bankruptcy or other insolvency proceedings, the other party shall have the right to terminate without notice and charge from this Agreement and any other existing relationship.

In any case of dissolution, termination, withdrawal or termination for any reason of the Contract, the amount referred to in art. 6 above is still due and if already paid will not be returned. In any case, the possible reimbursement of any further damage suffered by

InfoCert in the event of non-fulfillment by the Applicant or the Owner is reserved.

Art. 14. Termination of Service

The Owner acknowledges that in the event of termination of the Contract, for any reason it occurs, it will no longer be possible to use the Service.

GENERAL PROVISIONS AND JURISDICTION

Art. 15. General Provisions

15.1. Communications. All communications concerning the Service must be made by certified e-mail.

15.2. Changes to contractual conditions. The provision of the Service is in particular regulated and governed by these General Conditions, the Request Form, the Instructions for Use, the Attachments, the further agreements between the Applicant and InfoCert and the applicable legislation. Except as provided in the following paragraph, InfoCert has the right to make changes to the contractual discipline of the Service. In this case, at least 30 (thirty) days before the application of such changes, the new contractual conditions applicable to the Service will be communicated by Certified Electronic Mail or other tool chosen by InfoCert, to the Customer who will communicate them to the Owner and Users. In case of non-acceptance of the new conditions, the Applicant must communicate a specific cancellation by registered letter with return receipt before the date on which these changes will come into force. The cancellation of the Applicant also produces effects for the Owner. In the absence of cancellation, the Service will be provided in accordance with the new conditions communicated.

Art. 16. Jurisdiction

Any dispute that may arise between the Parties regarding the Contract and / or the Service, including those relating to its validity, interpretation, execution and termination, will be exclusively devolved to the Court of Rome, with the exclusion of any other competent court.

Art. 17. Applicable law

This Agreement and the relations between the Parties are governed by Italian law. For anything not expressly



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provided, please refer to the provisions of the Civil Code and other applicable regulations on the subject.

Art. 18. Preservation of the Contract and agreements between the Parties

Each provision of the Contract and of the further agreements between the Parties is considered approved in the sense that it i) constitutes an autonomous part of the Contract ii) produces in any case its effects regardless of the effectiveness or nullity of other provisions of the Contract and iii) its possible invalidity does not in any case affect the validity and effectiveness of the latter.

