CONDITIONS FOR THE SUPPLY OF SSL, QWAC, QSEALC, CODE SIGNING ONLINE, S/MIME, AND ACME CERTIFICATES

These Supply Conditions, together with the documents indicated in Art. 3 below, govern the contract for the issue of the Certificate which is hereby executed by Actalis S.p.a., with headquarters at Ponte San Pietro (BG), 24036, Via San Clemente 53, Tax ID and VAT Reg. 03358520967, (also "the Supplier") and the Customer.

1. DEFINITIONS

Subject to the other definitions 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 Titleholder.

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.

S/MIME Certificate: Certificate used by the Titleholder to sign and/or encrypt e-mail messages according to the S/MIME standard (RFC 5751).

Certificate: the SSL Server Certificate and/or the Code Signing Certificate and/or S/MIME Certificate and/or QWAC Certificate and/or QSEALC Certificate issued by Actalis.

ACME Certificate: used to verify the integrity and authenticity of digitally signed executable software.

Private key: part of the pair of asymmetric keys of the Certificate's Titleholder, only available to the Titleholder itself.

Public key: part of the pair of asymmetric keys of the Certificate's Titleholder, made public through the Certificate itself.

Customer: the natural person or legal entity identified in the Form, which, on its own behalf or on behalf of a third-party Titleholder by which it has been specifically authorised, asks the Supplier to issue the Certificate.

Conditions: these Supply Conditions published at https://www.actalis.com/

Contract: all the documents indicated in art. 3.

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

CP (Certificate Policy): the document, available at the Internet address indicated (https://www.actalis.com/it/legal-repository), which describes the procedures and rules applied by Actalis to issue and manage the Certificate.

CPS (Certification Practice Statement): documents available at the link https://www.actalis.com/it/legal-repository describing the procedures and rules applied by Actalis in providing the Certification Service for SSL server certificates, Code signing, QWAC and QsealC.

Supplier: Actalis S.p.A.

Email Address: the email address stated in the Form and used by the Supplier to send communications to the Customer in connection with the Certificate.

Confidential Information: (i) information about the Supplier deemed or classified by the latter as private and/or confidential to which the Customer is privy for any reason related to the implementation of the Contract and/or (ii) information relating to the Supplier which, by its nature, content, or circumstances of disclosure, would normally be regarded as such. In this regard, the Supplier's confidential information shall include, without limitation, all the services, features, configurations and technical information on the Service, quotations, audit or security reports and product development plans.

Form: the Customer's electronic request for the release of the Certificate, which constitutes the contract offer.

Subscription offers: subscription plans for services as described on website https://www.actalis.com/ that grant the customer the right to use the contracted services for a specified period of time against payment of a periodic fee.

Parties: the Supplier 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.

Tacit renewal: the option that allows the tacit renewal of the Service at its expiry for a period equal to the initial one. Unless otherwise stated by the Customer in the manner indicated in the order, this option will be activated automatically if the Customer chooses to pay for the Service by credit card or PayPal.

Service: the Service provided by the Supplier of issuing the Certificate to the Customer in accordance with the provisions of the Contract.

Technical specifications: the information published at https://guide.actalis.com/ (and the pages accessible therefrom, including, among others CPS and CP) detailing 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.

Warranty Policy: the document that forms an integral and substantial part of these Conditions and defines the terms and conditions governing the guarantee attached to the Certificate available at link: https://www.actalis.com/it/legal-repository

2. PURPOSE OF THE CONTRACT

2.1 The purpose of the Contract is the issue to the Customer of the Certificate according to the technical characteristics, type and procedures set forth in the Form and Technical Specifications of the Certificate itself.

2.2 If the Customer, subject to authorisation, uses and/or applies for the Certificate in the name of and on behalf of the Titleholder, he or she shall be required to do everything necessary to ensure that said Titleholder also observes the clauses of the Agreement.

2.3 In the event of the purchase of Services through acceptance of Subscription Offers, the subject matter of the Contract shall be exclusively the Subscription Services provided in accordance with the technical characteristics, type and terms set out in the Form and at website https://www.actalis.com/ .

2.4 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. STRUCTURE OF THE CONTRACT

3.1 The Contract that is executed as indicated in art. 4 below is comprised of the following documents:

1) These Supply Conditions
2) The Form
3) The CPS and the CP
4) The Technical Specifications;
5) Warranty Policy

3.2 The Customer declares and acknowledges that the CPS, the CP and the Technical Specifications shall remain the exclusive property of Actalis, which as such is the sole and exclusive owner of any corresponding intellectual right. The Customer declares that he/she has viewed, is familiar with, has accepted and endorses the contents of the CPS, of the CP and the Technical Specifications in full.

4. EXECUTION AND DURATION OF THE CONTRACT

4.1.1 The Contract shall govern the supply of Service to the Customer with effect from the date on which it is signed. The Contract shall be for a fixed term and shall be effective until the expiry date of the Certificate as stated in the "validity" field thereof; should the Certificate be renewed in accordance with the procedures described in the CPS and/or CP the Contract shall be renewed, except as otherwise provided in Section 4.1.3 below with regard to the duration of the Services set forth in the Subscription Offers.

4.1.2 The Contract shall be executed on the date of correct and punctual receipt of the Form by the Supplier, to be completed and accepted in full by the Customer, together with payment of the Service consideration, in accordance with art. 5 below.

4.1.3 In the event of a new request for the Service by a Customer in arrears, Actalis may subordinate the execution of this Contract or the activation of the Service to the payment of the sums outstanding. In the latter case, non-payment of the outstanding sums constitutes grounds for termination of the Contract pursuant to Article 1456 of the Civil Code and Article 13 below.

4.1.4 In the event the Customer purchases the Services by subscribing to a Subscription Offer, the subscription and the services associated with it shall have the duration as defined in the specific Subscription Offer of reference (e.g. monthly, yearly, etc.) and shall be automatically renewed for the same period, unless otherwise agreed upon in writing between the parties or unless the Customer cancels, to be performed in the manner indicated on the website https://guide.actalis.com/it/ within the term of 15 days prior to the expiration date.

4.1.5 Notwithstanding the foregoing, in any case, the online sending of the Form constitutes full acceptance by the Customer of these Conditions.

4.1.6 The Customer acknowledges and accepts that in relation to SSL certificates managed by ACME technology, the latter will be renewed automatically unless withdrawal and/or cancellation and/or termination according to these Conditions. If the Customer has chosen the method of payment by credit card or PayPal, the/i Service/i renews/no tacitly at its/their expiration for subsequent periods of validity of the certificate, unless notice is sent by one party to the other in a manner suitable to certify its receipt and with notice of at least 15 (fifteen) days before expiry. Upon renewal, the Price List and other contractual conditions will apply. The Customer expressly acknowledges and accepts by then that, unless otherwise communicated by Actalis, the Contract shall be automatically terminated in default of payment of the amount due for the renewal of the Service, except as otherwise provided for in Article _4.2 _below with regard to cases of non-payment of subscription services within the contractually agreed terms.

The Customer acknowledges and accepts, now for then, that he can disable the automatic renewal at any time from the specific field of the Customer Area.

4.2 In the event of non-payment or partial payment of the fees due for the provision of the subscription services referred to in the Subscription Offers, Actalis shall notify the Customer of the non-receipt of payment, reserving the right to terminate the contract with the consequent immediate revocation of the Certificates covered by the Service in accordance with Article 13.2.

4.3 Without prejudice to the provisions of Article 4.2 above, also in accordance with Article 1460 of the Italian Civil Code, if the Customer is not up to date with the payments due for the provision of the Services activated or being activated, Actalis reserves the right to limit, in whole or in part, the possibility for the Customer to purchase new certificates and/or activate certificates already purchased that are the subject of the Services affected by the non-payment. In such cases, the Customer shall not be able to assert rights or raise exceptions of any kind in respect of the limitation of the Service suffered as a result of its non-fulfilment.

4.4 The Customer hereby acknowledges 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. The Service must be renewed by the Customer before it expires - at least 15 (fifteen) days before the said time limit - by forwarding the respective request and the payment, according to the procedures and times as per Art. 5, of the price in effect at the time of renewal. Once the renewal procedure has been completed as described above, the Service shall be renewed for the requested time period effective from the expiration date thereof even in the event that the renewal is executed after the expiration date of the Service.

4.5 Subject to the provisions of other documents forming part of this Contract, the Customer hereby acknowledges and agrees that on the expiry date of each Service and, in any case, at the end of the Contract for whatever reason, the Parties shall automatically be released from their respective obligations. In any case, the Contract shall be understood to be terminated as a consequence of revocation of the Certificate regardless of the cause, except where the Customer purchases a package of certificates through Subscription Offers.

4.6 In the event of any failure to issue the Certificate, the Customer shall be notified immediately, without there being any requirement to provide any justification on the matter. The Customer acknowledges and agrees that he or she shall not bring any request for reimbursement, indemnity and/or compensation for damage or claim of any nature for failure to issue the Certificate.

4.7 By sending the Form, the Customer acknowledges and agrees that he or she is entering into a Contract whose sole valid and effective version is that in the Italian language, with any other versions provided by the Supplier in any other foreign language being made available only as a courtesy.

5. CONSIDERATION

5.1 The consideration due for the Certificate is that indicated in the Form.

5.2 In case of purchase of the Services through Subscription Offers:

- The Customer undertakes to pay the periodic fee as defined in the Subscription Offer specifically indicated in the Order Form;
- the fee is charged to the Customer in a fixed amount with periodic billing combined with the fee in accordance with the terms and conditions indicated on the site at the link

https://www.actalis.com/ . The billing terms of the fee run from the date of activation of the subscription, communicated by Actalis to the Customer until the termination of the Contract.

5.3 The Customer acknowledges and agrees that the Certificate may be suspended or revoked with immediate effect in the event that the payment of the consideration for any reason is not valid or is revoked or cancelled by the Customer or is not completed, confirmed or credited for the benefit thereof.

5.4 In any case, the Customer may not raise objections of any type if beforehand he or she has not correctly undertaken the payment of any consideration owed, thereby providing, if requested, the necessary supporting documentation.

5.5 Any payment made by the Customer shall bear a specific identification number and for this Actalis shall issue the respective invoice within the month in question. VAT due will be applied to all invoiced amounts, which, together with any other tax charge resulting from implementation of the agreement, will be borne by the Customer. In any case, the Customer hereby releases Actalis from all and any liability resulting from transactions or payments made.

5.6 The Customer acknowledges and accepts that:

a) payment of the price of the Service must be made by one of the procedures indicated at https://guide.actalis.com/; and

b) for the purpose of determining the activation times, it is his/her express and exclusive responsibility to select the payment method, considering the average processing time for the payments stated at https://guide.actalis.com/ and therefore,

c) Actalis reserves the right to enable the deferred payment method during the purchase phase. If Actalis has made the deferred payment method available, and if the Customer has opted for this option, it is his/her express and exclusive responsibility to proceed with payment of the price of the Service in good time in order to ensure continuity and, in any case, before it is deactivated in the absence of payment on the scheduled date, considering for this purpose also the processing times of the payments stated in letter b) of this article.

5.7 The customer acknowledges and accepts that his/her payment method chosen pursuant to the previous paragraph is saved and set as the preferred payment method, but that it may be changed at any time from his/her Customer Area, as described in the Guides, https://guide.actalis.com/

5.8 The Customer expressly acknowledges and agrees that the invoice may be sent and/or made available to him/her in electronic format.

5.9 A Customer intending to pay for the Service by Credit Card and/or “PayPal” payment, agrees and accepts that the Bank indicated by Actalis shall store his/her Credit card details, which may be used by the Customer to pay for any other service provided by Actalis.

5.10 If Actalis has made available the deferred payment method as provided for in Article 5.4 above, and in the event that the Customer chose to defer payment at the time of purchase, payment may be made automatically, but the Customer shall be able to disable automatic crediting to the Supplier from his/her customer area, as described in the relevant Guide.

5.11 If Actalis has made available the deferred payment method as provided for in Article 5.4 above, and in the event that the Customer chose to defer payment at the time of purchase, in order to ensure the continued provision of the Service, Actalis shall ask its Bank, 7 (seven) days prior to the deadline established for the expiry date, to make the payment in its favour of the established amount; in the event of failure to credit the established amount, notwithstanding the provisions of paragraph 6, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, it shall reserve the right to repeat the above transaction over the subsequent days preceding the Service expiration date.

5.12 If Actalis has made available the deferred payment method as provided for in Article 5.4 above, and in the event that the Customer chose to defer payment at the time of purchase, the Customer hereby expressly acknowledges and accepts that, unless otherwise notified by Actalis, the Contract shall be understood to be automatically terminated in the event of non-payment of the amount due by way of consideration for the Service at the time of the expiry date. This deadline shall be considered non-extendable and essential in favour and in the interest of Actalis.

5.13 If Actalis has made available the deferred payment method as provided for in Article 5.4 above, the Customer hereby acknowledges and accepts that he or she may disable automatic payment at any time from the specific field of the Customer Area and in any case: 1) by deleting and/or removing, also from the Customer Area, the unique identification code of one or more Credit Cards ii) for so-called `PayPal' payment,

by independently disabling the option to make automatic payments from his/her PayPal account.

Once automatic payment is disabled, the Service(s) may be renewed only by way of the ordinary procedure set forth in paragraph 5 above.

6. SERVICE ACTIVATION AND PROVISION

6.1 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 and/or in the CP. In the event of the unsuccessful verification of the activities described in the CPS and/or in the CP, art. 4.4 shall be applied.

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

6.3 The issuance of the Certificate based on the Contract does not make the Supplier an agent, trustee or representative of the Customer or of the Certificate Titleholder.

6.4 The Customer acknowledges and expressly accepts, as of now, that, unless otherwise communicated by Actalis, the order will be cancelled and the contract shall be deemed automatically terminated if he does not perform the services placed upon him, as described in the CPS, in the CP and in Technical Specifications, for the purpose of activating the Certificate within and no later than the term of 12 months from the sending of the Order Form.

6.5 In the event of cancellation of the order due to Customer's inaction, Customer acknowledges and accepts that, if Customer has paid any consideration, it shall be deemed to be definitively acquired and forfeited by Actalis and Customer shall not be entitled to claim its return.

6.6 The Customer also acknowledges and accepts that, in the case of subscription Offers, failure to activate a single Certificate and/or a package of Certificates or their deactivation for reasons attributable to the Customer:

- shall in no way entitle the Customer to obtain the issue of a new Certificate and/or package of Certificates to replace those originally not activated or deactivated. In such cases, therefore, the single non-activated or deactivated Certificate shall be counted for the purposes of calculating the total number of Certificates contained within the package of services referred to in the Subscription Offer, without the Customer being entitled to make any objection and/or exception in respect of such calculation method.

- do not in any way entitle the Customer to obtain a refund for the unused Certificate and/or package of Certificates, in whole or in part, without prejudice to the cases of refund under Article 12.1.

6BIS. SUBSCRIPTION PLAN VARIATIONS

6bis.1 In the case of purchase of subscription services under the Subscription Offers, the Customer acknowledges and accepts that he/she may obtain a change in the subscription plan subscribed to towards a higher profile (upgrade) or a lower profile (downgrade) under the following terms:

- for changes to the subscription plan involving the payment of a lower fee (so-called 'downgrade') or a higher fee (so-called 'upgrade') than that currently paid by the Customer, the change shall be effective immediately, subject to the payment of the fee in accordance with the terms and conditions defined on the Actalis website at this link https://guide.actalis.com/it/ .
- in the event of changes to the subscription plan that entail the payment of a lower (so-called 'downgrade') or higher (so-called 'upgrade') fee, the Customer shall not be entitled to any reimbursement in respect of the fees paid for the use of the subscription plan originally subscribed to, with the exception of the cases referred to in Article 12.1 in which the Customer shall be fully reimbursed for the sums paid by way of consideration for the subscription originally subscribed to.

Terms, procedures and conditions applicable in the event of changes to the subscription plans are described on the Actalis website at this link https://guide.actalis.com/it/ .

6TER. PROHIBITION OF THE TRANSFER OF SUBSCRIPTION PLANS

6ter.1 The Customer may not assign or transfer, in whole or in part, the subscription and the services covered by the Subscription Offers or the related rights or obligations to third parties without the prior written consent of Actalis.
Failure to comply with this prohibition entitles Actalis to suspend the service, without the need to provide prior notice to the Customer, with the express right to terminate the Contract pursuant to Article 13 below.

7. REQUIREMENTS

7.1 The Customer hereby acknowledges 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, thereby bearing in this regard full responsibility for their operation, compatibility and correct configuration. The Customer hereby holds the Supplier harmless concerning any configuration-related, operational or compatibility-related problems affecting the hardware and software with respect to the Certificate.
7.2 The installation of the Certificate on the Customer's computer system, if requested of the Supplier pursuant to a separate written agreement, is subject to prior verification by the Supplier that the intended platform is set up with the standard Operating Systems on the market and to communication by the Customer of the log-in details necessary for installing the certificate itself.

8. LEVELS OF SERVICE AND SUPPORT

The levels and procedures for providing the Service and support are stated in the Technical Specifications to which this refers.

9. CONFIDENTIALITY AND PROPERTY RIGHTS

9.1 The Customer hereby agrees not to disclose or in any way make available to third parties the confidential information known or handled in connection with the performance and/or application of the Contract in the absence of the Supplier's specific written consent.
9.2 The Customer is required to use the Service in accordance with the Supplier's 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 Supplier and/or its assignors; therefore the Customer does not acquire any right or title in this regard and is only entitled to use them while the contract is in force.
9.3 In the case of licences provided by third-party suppliers through Actalis, 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 their copyright holder to the exclusion of any liability on the part of the Supplier.
9.4 Notwithstanding the foregoing, the Supplier and Customer hereby 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, the CP, 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.

10. CUSTOMER'S OBLIGATIONS, PROHIBITIONS AND RESPONSIBILITIES

10.1 The Customer's obligations are those indicated in the Contract. The Customer undertakes to use the Certificate in accordance with the provisions of the Conditions, CPS and/or CP and Technical Specifications, in accordance with the law, current legislation, ethics and public order. To illustrate, though not exhaustively, the Customer agrees:
a) to ensure that the data communicated to the Supplier for the purpose of issuing the Certificate is correct, up-to-date and accurate and makes it possible to identify his or her true identity. The Customer acknowledges and agrees that, if he or she provides false, non-current or incomplete data, the Supplier reserves the right to suspend the Service, thereby revoking the Certificate and/or rescinding the Contract, reserving the right to demand compensation for further damages; it is hereby understood that the Customer may not submit to the Supplier any request for reimbursement, indemnity and/or compensation for damage or 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 and/or in the CP, 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 utmost care and in particular:
(i) to view the CPS and/or the CP 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 and/or in the CP;
(iii) to install and use the Certificate only after checking that it contains the correct information;
(iv) in the event that it is ascertained that his or her own private key has been compromised, to request immediately the revocation of the Certificate and to cease use of 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 Supplier 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 the Supplier;
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 hold harmless and in any case to release the Supplier from any liability concerning the contents and all information published through the Certificate provided;
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 hold harmless and release the Supplier 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 received from the Supplier if his or her private key is compromised or the respective Certificate is used improperly, within the deadlines stated in the CPS and/or in the CP.
m) collaborate with the Supplier in the performance of the activities of revocation of the Certificate that may be necessary in compliance with the methods and terms provided by the CPS and/or CP according to the type of Certificate affected by the revocation.
n) If the Certificate is obtained as part of an offer expressly described as free or at no cost for its issuance in the terms of the offer itself, the Customer shall not resell the Certificate or charge third parties a specific and separate fee for the Certificate as such, unless the Supplier has given prior written consent or unless the Customer is acting pursuant to a specific partnership agreement, resale or other commercial agreement with the Supplier that expressly authorizes such activity. Violation of this prohibition entitles the Supplier to suspend the Service and/or terminate the Contract, without prejudice to the right to compensation for damages. Subject to the provisions of Section 2.2 and notwithstanding the prohibition set forth in Section 6-ter, the Customer is permitted to use the Certificate as an ancillary component—not independently priced or separately invoiced—of hosting, cloud, or managed services provided by the Customer to third parties.
The Customer acknowledges and accepts that the Supplier reserves 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 10.1.
The Customer acknowledges and accepts that the Supplier is not required to monitor, mediate and/or oversee the contents handled through use of the Certificate and that the Supplier shall not be held liable in any way with regard to those contents. As such, the Customer is required to release and hold the Supplier harmless from liability arising from any claim or action brought by third parties due to any breaches committed by the Customer through the Service.
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 Supplier for entering into the Contract are true, correct and allow for his or her identification, and undertakes to inform the Supplier of any changes thereto, including the email address stated in the Order Form. The Supplier reserves the right to verify such data and/or information and may also request additional documentation, which the Customer hereby agrees to submit. If the Customer, on identification, is found to have concealed his or her true identity or falsely declared to be another party, including through the use of untrue personal documents, or in any case acted in such a way as to compromise the identification process, he or she acknowledges and accepts that he or she will be held liable, including criminally, for the false declarations and/or the use of false documentation and will also be considered exclusively liable for all damages suffered and to be suffered by the Supplier and/or by third parties due to the inaccuracy and/or falsehood of the information communicated, hereby accepting the obligation to hold harmless and release the Supplier from liability against any claim, action and/or request for indemnity or compensation for damages that may be brought against them by anyone.
10.2.2 If any error is reported by Actalis when issuing an electronic invoice, the Customer is required to provide any missing data or make

the necessary corrections, by following the procedure made available by Actalis and as described in full at https://guide.actalis.com/. 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. Actalis may not therefore be held 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 In the event of breach of even just one of the aforementioned obligations/commitments, the Supplier 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 without any notice, thereby also reserving the right to rescind the Contract pursuant to Art. 15 below. The Customer acknowledges 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 Supplier for measures it has considered appropriate to adopt. In any case, the Customer hereby accepts full responsibility regarding the above breaches and agrees to hold harmless and release the Supplier from any harmful consequence arising therefrom.

11. SUPPLIER RESPONSIBILITIES

11.1 Without prejudice to binding legal constraints and cases of willful malice or serious negligence, the Supplier shall not be liable for non-fulfilment of the obligations accepted under the Contract if said non-fulfilment is due to causes not attributable to the Supplier, including, without limitation, acts of God, completely unforeseeable and uncontrollable malfunctions of a technical nature, interventions by the Authorities, force majeure, natural disasters, strikes (including those involving parties that the Supplier uses in the performance of activities related to the Contract) and other causes attributable to third parties. In particular, the Supplier 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 Supplier itself.

12. WITHDRAWAL

12.1 The Customer, who can be described as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw in the manners and forms 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 express his/her wish to withdraw in one of the following ways:

- by using the online withdrawal function available in the Customer Area. To do so, the Customer must access the "Dashboard" section, select "Your Certificates" and, next to the certificate or plan purchased for which they wish to withdraw from the contract, click on the "Withdraw from contract" button.
This function is available at all times throughout the period during which the right of withdrawal may be exercised. Once the online notice of withdrawal has been completed – which allows the Customer to confirm their name, the contract details and the electronic means by which to receive confirmation – a Customer classified as a "consumer" may submit it via the dedicated confirmation function, labelled "Confirm withdrawal". Following activation of the confirmation function, Actalis will send, without undue delay, to the email address associated with the account, an acknowledgement of receipt of the withdrawal on a durable medium, including the content of the declaration, and the date and time of its transmission;

- by using the form available at the link https://www.actalis.com/it/, or any other explicit declaration of his/her wish to withdraw from the contract, sending the notice of withdrawal by registered letter with return receipt to Aruba S.p.A. via San Clemente 53 - 24036 Ponte San Pietro (BG), or by certified email (PEC) to the address recessi@aruba.pec.it.
If the right to withdraw is exercised, Actalis shall refund to the Customer, without undue delay and in any case within 14 days of the date on which the intent to withdraw from this contract is communicated, all payments received, using the same means of payment used by the Customer for payment, or using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the refund.

12.2 Notwithstanding the foregoing, the Customer, whether or not he or she can be described as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), shall always be entitled to withdraw from the Contract at any time, without any penalty and without giving the reasons for such withdrawal, by written notice sent by registered mail with confirmation of receipt to Actalis S.p.A. c/o Aruba S.p.A., Loc. Palazzetto 4 – 52011 Bibbiena, or by certified email (PEC) to recessi@aruba.pec.it , or by accessing the customer area in the "Dashboard" section in accordance with the procedures set out in Article 12.1 above . The withdrawal shall be effective within 30 (thirty) days of the date of receipt by the Supplier of said notice; upon termination of the Contract, the Supplier shall deactivate the Services.

12.3 The Supplier 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 cases in which

(i) force majeure events arise;

(ii) the Customer is registered in the list of protests, is declared insolvent or has been admitted to or placed under bankruptcy proceedings;

In such cases, the Supplier reserves the right to withdraw from the Contract with immediate effect.

It is hereby understood by the Parties that from the effective date of withdrawal each Service shall be deactivated, at any moment and without further notice. In any event, any liability on the part of the Supplier for exercising the right of withdrawal and/or for loss of use of the Service by the Customer or the ensuing right of the latter to demand any other reimbursement, compensation, damages and/or claim of any type shall is expressly excluded.

13. EXPRESS TERMINATION CLAUSE

13.1 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 Civil Code, if the Customer:

a) breaches the obligations set forth in Articles 5, 9 and 10 of the Conditions as well as the provisions in the documents to which they refer, including therein non-payment of the Service according to the deadlines agreed and stated in the Form;

b) undertakes any unlawful activity by using the Services; or

c) wholly or partially assigns the Contract to third parties without the prior written consent of the Supplier.
d) fails to perform the services placed upon it, as described in the CPS, in the CP and Technical Specifications, for the purpose of activating the Certificate no later than the 12-month period after the Order Form is submitted.

13.2 In addition, in the event of failure to comply with the obligations under the Contract, the Supplier reserves the right to send to the Customer, at any time, according to and for the purposes of art. 1454 of the Civil Code, formal notice to be fulfilled within 15 (fifteen) days of receipt of the registered letter with confirmation of receipt or certified email communication.

13.3 From the date of termination of the Contract, in the event of the cases provided for hereunder, the Service shall be deactivated without any advance notice and the Certificates issued to the Customer shall be revoked.

13.4 In such cases, the Customer acknowledges and agrees that the Supplier shall not be required to reimburse, indemnify and/or compensate for damages. In addition, the Supplier shall be entitled to charge the Customer for any additional cost and/or expense incurred for or due to the termination and/or breach, in each case without prejudice to the right of the former to seek compensation for any further damages.

14. AMENDMENTS TO THE CONTRACT

14.1 The Customer acknowledges and agrees that the Service covered under the Contract is characterised by constantly changing technology; for these reasons, the Supplier reserves the right to change, at any time and for the better, the technical and financial features of the Service and of the instruments related thereto, as well as the Conditions, even after they have been accepted, without this giving rise to any obligations of any kind with respect to the Customer. Any software licensing costs paid through the Suppliers to their respective licensors will be adjusted automatically in the event of a price change by the licensor.

14.2 If, also due to circumstances independent of the Suppliers (including, but not limited to, changes to current legislation or measures and/or regulations of the relevant Authorities involving greater costs to be borne by Actalis, etc.), the premises applying for drafting the Conditions and/or documents to which they refer change, said Supplier reserves the right to change said documents unilaterally, including, but not limited to, these Conditions, consideration, collection fees, billing frequency or payment terms and procedures, thereby informing the Customer by email or publication on the website https://www.actalis.com/it/ with 30 (thirty) days' notice. If the Customer does not wish to accept said changes, including those concerning consideration, he or she may exercise within the aforementioned deadline the right to withdraw from the Contract without advance notice and any penalty. In the event of the Customer's failure to exercise the right to withdraw, the changes shall be understood to be known and accepted definitively by the latter.

15. FINAL PROVISIONS

15.1. The Contract shall annul and supersede any previous agreement that may have been entered into between the Parties concerning the same subject, and shall constitute the final and integral expression of the agreements entered into between the same 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.

15.2. Under no circumstances may any breaches and/or conduct by the Customer in violation of the Contract be considered as exceptions to the Contract or tacit acceptance thereof, even if they are not contested by the Supplier. Any failure by the Supplier to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such rights or provisions.

15.3. Unless expressly indicated otherwise in the Contract, all notifications to the Customer relating to this contract shall be equally valid whether performed the Supplier by hand, via email, whether certified or not, by means of registered mail with return receipt, ordinary post or by fax to the addresses and/or details indicated by the Customer in the Form and, consequently, such notifications shall be considered known by the Customer. Any changes to the Customer's addresses and contact details including the email address stated in the Form, which are not communicated to the Supplier in accordance with the procedures set forth in the Contract, shall not be enforceable against the latter.

15.4. With the exception of the cases specifically set forth in the Contract, all notifications that the Customer intends to send to the Supplier relating to the Contract, including support requests, shall be sent to the contact details indicated on the website, www.actalis.it

15.5. 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.

15.6. The Customer agrees not to assign the Contract to third parties without the Supplier's prior written permission.

16. EXTENDED VALIDITY

This clause, the other clauses of the 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 rescission for whatever reason due to or attributable to any party;

1. Definitions
2. Purpose of the Contract
3. Structure of the Contract
6. Service activation and provision
9. Confidentiality and property rights
10. Customer's obligations, prohibitions and responsibilities
11. Supplier Responsibilities
15. Final provisions
17. Applicable law and jurisdiction

17. APPLICABLE LAW AND JURISDICTION

17.1 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.

17.2 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 for business or professional purposes; in this case, the Court of the location where the Customer resides or is domiciled, if located in Italy, shall have exclusive jurisdiction.

18. PROCESSING OF PERSONAL DATA

18.1 The processing of the Customer's personal data disclosed by him or her to the Supplier for the purposes of fulfilling this Contract and the subsequent provision of the Service, shall comply with Legislative Decree 196/2003, Regulation (EU) 2016/679, with the privacy policy posted at https://www.actalis.com/it/privacy-policy issued by the Supplier during the registration process and in accordance with the data processing consent provided by the Customer at that time.

18.2 Actalis shall act as independent Data Controller only during data collection, processing and management in accordance with the definitions of roles described in Legislative Decree 196/2003 and in EU Regulation 2016/679.

18.3 With reference to third-party data entered by him/her and/or processed at the order stage and/or during use of the Services, the Customer affirms that he or she has provided said parties, in advance, with the information referred to in article 13 of European Regulation no. 679/2016 and that he or she has obtained said parties' consent for such processing. In any event, it is understood that, in relation to such data, the Customer shall act as independent Data Controller, accepting all the obligations and responsibilities associated with this role and shall hold Actalis harmless from any third party dispute, claim or other demand with reference to such processing circumstances.