

# Conditions for the Provision of Certified Email and Trust Services

## Section I: General Provisions

These Supply Conditions, together with the documents stated in Art. 2 below, govern the contractual relationship between Aruba S.p.A., with registered offices at Ponte San Pietro (BG), Via San Clemente 53, VAT No. 01573850516, Aruba Pec S.p.A., with registered offices at Ponte San Pietro (BG), Via San Clemente 53, VAT No. 01879020517 (also "Suppliers") and the Customer for the supply of PEC services and Trust Services as described below.

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## 1. Definitions

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

**24/7/365:** acronym used in the Contract to indicate that the Services are provided 24 hours a day, 7 days a week, 365 days a year.

**Aruba PEC S.p.A.:** a company belonging to the Aruba Group, registered in the public directories of Certified Email and Digital Identity Operators (SPID), Certifiers, Qualified Trustee Service Providers and Certified Storage Providers accredited, established, kept and updated by Digital Italy Agency ("AgID"), which manages and provides the Certified Email Service, issues legally valid Digital Signature Certificates pursuant to Legislative Decree no. 82/2005 and the Prime Ministerial Decree of 22/02/2013, as subsequently amended and supplemented, issues eIDAS Certificates and eIDAS Seals and provides the qualified Electronic Time Validation Service as a Qualified Trustee Service Provider pursuant to Regulation (EU) No. 910/2014 and the implementing legislation, provides the Electronic Document Storage services and the SPID Digital Identity Service.

**Aruba S.p.A.:** the Aruba Group holding company which, under an independent contract, is a partner of Aruba Pec S.p.A. in the sale of E-Security Services and has the authority to issue invoices to the Customer for the Services ordered.

**Customer:** the natural person or legal entity identified in the Order Form.

**Confirmation of activation/shipping:** the notification confirming activation of the Service or shipment of the ordered Product and/or Reader.

**Order Confirmation:** the notification that confirms receipt of the order, containing a concise description of the main features of the selected Services, any documents the Customer must send to the Suppliers for the Services to be activated and attached to these Supply Conditions.

**Conditions:** these Conditions for the provision of E-Security services.

**Contract:** all the documents stated in article 2.

**Agreement code: the code supplied to** the Customer by the third party (including but not limited to a Professional Association and/or Entity to which it belongs) that has entered into a specific and separate agreement with the Suppliers, by means of which the Customer can access the appropriate area at <https://www.pec.it/Convenzioni.aspx> for purchasing one or more Services according to the prices, options, features and limitations stated therein.

**Credentials:** Service access codes sent by the Suppliers to the Customer after a Contract is executed, any specifications of which are stated in each Section dedicated to them.

**Suppliers:** Aruba S.p.A. and Aruba Pec S.p.A. who, for the purposes of the Contract, may act separately from each other also.

**Confidential Information:** (i) information relating to the Suppliers and deemed to be, 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 Suppliers which, by its nature, content, or the circumstances in which it is disclosed, would normally be regarded as such. In this respect, the Suppliers' confidential information includes, but is not limited to, all services, features, configurations and technical information on the Services, quotations, audit or safety reports and product development plans.

**Reader(s):** the reader(s) for SimCard or SmartCard in the types indicated on [www.pec.it](http://www.pec.it).

**Price list:** the document published on the [www.pec.it](http://www.pec.it) website, in the section dedicated to each Service, which lists all the financial aspects of the Service or alternatively, if applicable, the document containing such details sent by the Suppliers to the Customer in the event of a separate, specific and different agreement between the Parties.

**Manual (s):** the publicly available published document, as required by law, containing a statement of the issuing procedures, operational procedures and instructions for use of the chosen Trust service, available, for each Service, at <http://www.pec.it/termini-condizioni.aspx> (if required in the context of each Service, the relevant service for the Customer in possession of an Agreement Code).

**Order form:** electronic form available at [www.pec.it](http://www.pec.it), which, when fully completed online by the Customer and sent by the Customer to the Suppliers, constitutes a contractual offer and formalises activation of the Service.

**Panel:** the area for managing the Services that the Customer can access using its Credentials from <http://www.pec.it/>.

**Parties:** The Suppliers and the Customer.

**Policy on use of Aruba's services - AUP:** the document drafted by the Providers and published at <http://www.pec.it/termini-condizioni.aspx> in which the behavioural rules and the limits of use of the Services, to which all Customers are subject, are set forth.

**Product(s):** the products, consisting of the smart card only or the SIM card only, or of the "Aruba Key" and "Aruba Token", of the type referred to in [www.pec.it](http://www.pec.it), unless otherwise indicated therein.

**Service or Services:** each of the Certified Email and Trust Services referred to in the individual Special Conditions, including those which can only be used by means of the Product and/or the Reader.

**Technical specifications:** the information published on the [www.pec.it](http://www.pec.it) and <http://guide.pec.it/home.aspx> websites, in the section dedicated to each Service, or in the documents indicated in said section, containing the technical features and any restrictions on use of said service.

Any definitions not specifically referred to herein shall retain the meaning attributed to them in the Special Conditions and in the Manual for each Service.

## 2. Structure of the Contract

2.1 The Contract is comprised of the following documents:

- 1) These Conditions of Supply, consisting of general conditions and special conditions of the individual Service provided;
- 2) The Order Form;
- 3) The Technical Specifications of the Service provided;
- 4) The activation/shipping confirmation;
- 5) The Aruba Services User Policy;
- 6) The Manuals for the Service supplied;
- 7) The Price List of the Service supplied.

2.2 Furthermore, when purchased by the Customer, the following documents shall constitute an integral part of the Contract from the moment and as a result of their signing and/or submission to Aruba electronically, even if this takes place after the Contract itself is concluded:

- a) For the services relating to certificates and eIDAS-compliant qualified electronic seals as referred to in Section II of the Conditions:
  - The PKI disclosure statement (PDS).
- b) For the Docfly Digital Preservation and Electronic Invoicing Services, Woocommerce Form and Peppol network referred to in Section V of the Conditions:
  - Storage Record Sheet(s);
  - List of Persons.
- c) For the ArubaID Service referred to in Section VI of the Conditions:
  - Information on measures and precautions to protect the SPID digital identity;
  - ArubaID Service subscription request form;
  - ArubaID Service Card.

## 3. Purpose of the Contract

The purpose of the Contract is to supply Services to the Customer in accordance with the technical and financial characteristics, type, procedures and restrictions stated on the Order Form, in the Technical Specifications and in the Services Manuals themselves and, if the Customer has one, the Agreement Code, at <https://www.pec.it/Convenzioni.aspx>.

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.

## 4. Signing of the Contract

**4.1** The Contract is executed on the date of correct and punctual receipt by the Suppliers of the Order Form, fully completed and accepted by the Customer, together with payment of the fee for the Service, except as provided in the Special Conditions. The sending of the Order Form shall constitute full acceptance by the Customer of these Conditions and all other documents mentioned in art. 2 above. An Activation Confirmation will be sent on activation of the Services. In any event, it is hereby understood that the Customer's use of the Services, Products or Readers shall constitute acceptance of all the contractual conditions.

**4.2** The Customer is responsible for the truthfulness of the information supplied and grants to the Suppliers the right to obtain any further information required for the purpose of activating the Services, in compliance with current legislation.

**4.3** By sending the Order Form, the Customer acknowledges and agrees that he/she is entering into a contract whose only valid and effective version is that in the Italian language. It is understood that any translation is provided solely to facilitate the process and that in the event of any conflict or discrepancy, the Italian version shall have priority and shall be legally binding on the parties, except for the supply of the Services provided as a 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 a contradiction, the Italian-language version shall take precedence over the English-language version.

**4.4** It is understood that non-payment of the fee within three months of the date of receipt of the Order Form will result in cancellation of the order without notice or any other communication, except as provided in the Special Conditions.

## 5. Activation and provision of the Service – shipment of the Product or Reader

**5.1** The Services are activated and/or the Products and/or Readers are shipped in the chronological order of the requests received, provided that they are supported by confirmation of payment of the fee owed, and in accordance with the time frames made necessary by hardware availability and, in any case, as soon as possible. It is understood that any deadlines proposed for activation of the Service or shipment of the Product and/or Reader must be understood as merely indicative. The Customer is required to perform any actions required of him/her under the Contract and each Manual for the purpose of activating each Service or shipping each Product and/or Reader (including, but is not limited to, sending a copy of an identity document) within the terms indicated in the Contract itself, where required for each Service, as provided for in the Technical Specifications; any delays due to inaction on the Customer's part shall not be attributable to the Suppliers. Unless otherwise set forth in the Special Conditions, if the customer fails to perform the services for which it is responsible within 12 months of sending the Order Form, the order will be automatically cancelled. In the event of cancellation of the order due to inertia on the Customer's part, the Customer acknowledges and accepts that it may use any remaining credits it may have, which for whatever reason have not been allocated to any Service, to purchase or renew any other service provided by the Suppliers. In this case will be applied the provisions of art. 7.4. In any case, the Customer will be informed of any delays in the activation of the Service or in the shipment of the Product and/or the Reader. The Customer acknowledges and accepts that no right or claim may be asserted against the Suppliers for the omitted or delayed activation and/or provision of the Service or shipment of the Product and/or the Reader and in any case undertakes to indemnify and/or hold the Suppliers harmless from any claim by any person made.

**5.2** Subject to any limitations on Customers who have purchased the Service using the Agreement Code referred to in article 9.8 below, the Services are provided until their expiry date, as specified in the relevant Special Conditions. As the aforesaid date draws nearer, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, the Suppliers reserve the right to send him/her a notice of the approaching expiry of the Services, according to the contact details informed by the Customer at the time of the order or of provision of the Service.

**5.3.** It is expressly understood that the Suppliers are not subject to any general monitoring obligations. They do not therefore control or monitor the conduct or actions taken by the Customer using the Service, that is, they do not control or monitor the information and/or data and/or contents processed by the Customer or its employees and/or associates with the Services themselves; the Suppliers are and remain extraneous to the activities the Customer performs fully independently by accessing the Service remotely via the Internet.

## 6. Duration of the Contract and renewal

**6.1** The Contract governs the supply of the Services and, when necessary, the delivery of the Product and/or Reader to the Customer, effective from the date on which signed. Subject to any limitations on Customers who have purchased the Service using the Agreement Code referred to in article 9.8 below, and unless otherwise indicated in the Special Conditions or in other documents applicable to the Service, the Contract shall have the same duration as the Service and, in the event of the activation of various Services, the duration shall be that of the last one remaining active, as specified in the individual Special Conditions relating thereto.

**6.2** With reference to the Certified Electronic Mail and/or Docfly Digital Preservation and/or Electronic Invoicing and/or ArubaID Services, if the Customer's chosen method of payment is by credit card or PayPal or other electronic payment instruments, the Service/s is/are tacitly renewed on its/their expiration date, unless notice of cancellation is sent by one party to the other in a suitable manner to certify its/their receipt and with notice of at least 15 (fifteen) days before the expiration date. Upon automatic renewal, the Price List and other valid contractual terms and conditions shall apply. In order to guarantee the continuity of the provision of the Service(s), the Suppliers

shall ask their bank, 7 (seven) days in advance of the actual expiry date of the Service(s), to make payment to them of the amount envisaged for the renewal of the Service(s); in the event of failure to credit the amount envisaged for one or more of the Services to be renewed, the Suppliers, without prejudice to the provisions of the following par. 6.4 below, as a mere courtesy and therefore without thereby assuming any obligation towards the Customer, the Suppliers reserve the right to carry out said operation again in the following days before the expiry of the Service.

**6.2.1** Except as provided in the Special Conditions, the Customer hereby expressly acknowledges and accepts that, unless otherwise notified by the Suppliers or by Aruba alone, the Contract shall be understood to be automatically terminated in the event of non-payment of the amount due for renewal of the Service no later than 2 (two) days prior to its expiry date. This deadline shall be considered non-extendable and essential in the sole interest of Aruba. Notwithstanding the foregoing, in any event, it is hereby understood that the provisions of this paragraph shall not apply in the event that any Service regularly paid for by the Customer is active, including the Digital Signature expiring on the expiry date of the signature certificate.

**6.3** Subject to the provisions of the individual Sections of the Special Conditions, in the event of payment by means other than a credit card, PayPal or other forms of electronic payment, or in the other cases expressly established by the Suppliers, the Customer may renew the Service (s) - preferably at least 15 (fifteen) days before the expiry date, though renewal is also possible after the expiry date – by forwarding the respective request and the payment, in accordance with the procedures and time frame set forth in Article 7, of the amount stipulated in the Price List in force at the time of renewal. Once the renewal procedure has been completed, as described above, the Service (s) shall be renewed, and shall be effective from their expiry date, even if the renewal procedure is completed after the natural expiry date thereof.

**6.3.1** The Customer acknowledges and accepts that, if used to pay for the Service(s), its credit card details will be stored by the Suppliers' Banking Institution so that it can use them to execute payment of any other service provided by the Suppliers.

**6.3.2** The Customer acknowledges and accepts that he/she may disable tacit renewal at any time from the specific field of the Customer Area and in any event: i) by cancelling and/or removing, always from the Customer Area, the unique identification code of one or more of his/her Credit Cards and/or one or more PayPal accounts and/or ii) for the so-called "PayPal" payment, by independently disabling from his/her PayPal account, the option that allows automatic payments. Once automatic renewal has been disabled, the Service(s) may be renewed only in accordance with the ordinary procedure set out in paragraph 6.2 above; in addition, the provisions of the following paragraph shall apply. 6.4. The Customer hereby acknowledges and accepts that in the case under (ii) of this paragraph, the operation will take place in an asynchronous manner.

**6.4** Subject to the provisions of other documents forming part of the Contract and unless otherwise required by the Special Conditions applying to each Service, the Customer hereby acknowledges and accepts that, in the event of non-renewal of at least one Service, on the expiry date of the last Service supplied and, in any case, at the end of the Contract for whatever reason, the Parties will automatically be discharged from their respective obligations; the Customer hereby acknowledges and accepts that it shall be his/her exclusive responsibility to obtain and store a copy of the data, information and/or contents processed through the Service (s), on the understanding that once the Contract has ended or the Service has expired, such data, information and/or contents may no longer be recoverable. In any event, the Customer hereby holds Aruba harmless, once and for all, against any and all liability for any loss or total or partial damage to the data and/or information and/or contents entered and/or processed by said Customer by way of the Service (s). The Customer shall be exclusively responsible for any restoration of the data and/or information and/or contents entered and/or processed by the same, following reactivation of the Service concerned, thereby entering into a new Contract if necessary.

## 7. Fees, payment terms and procedures, warranties

**7.1** Subject to any specific, separate and different agreement between the Parties, and subject to article 9.8 below, payment of the fees due for the Services as stated in the Price List must be made by the Customer at the same time as the Order Form is sent and in any case prior to their activation. This paragraph will not apply if otherwise provided in the Special Conditions.

**7.2** Any payment made by the Customer will bear his/her identification number for which the Suppliers, in the person of Aruba S.p.A., will issue the respective invoice within the relevant month. 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 the Suppliers from all and any liability resulting from transactions or payments made.

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

- a) payment of the price of each Service must be made by one of the methods published at <http://guide.pec.it/pagamento-e-fatturazione/gestione-pagamenti/modalita-di-pagamento-e-tempistiche-di-accredito.aspx> 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 times for the payments set forth at <http://guide.pec.it/pagamento-e-fatturazione/gestione-pagamenti/modalita-di-pagamento-e-tempistiche-di-accredito.aspx>; and therefore,
- c) It is his/her express and exclusive responsibility to renew the Services in good time in order to ensure their continuity and, in any case, before they are deactivated due to expiry, for which the processing times of the payments stated in letter b) of this

article are also taken into account. Notwithstanding the foregoing, the Customer hereby acknowledges and accepts that, in order to avoid the deactivation of each Service, payment must be correctly credited to and registered by the Suppliers by, no later than the deadline granted by the Suppliers for renewal of said Service.

**7.4** The Customer may use any remaining credits he/she may have, which for whatever reason have not been allocated to any Service, to purchase or renew any other service provided by Aruba S.p.A. This power can be exercised by the customer no later than 12 (twelve) months from the date of payment of these credits with the methods indicated at the link: <https://guide.pec.it/pagamenti/utilizzo-credito-residuo.aspx>. If the above period expires before the Customer has used the aforesaid credit, the credit will be understood to have been forfeited to the Suppliers and the Customer will not be entitled to claim its repayment or use.

**7.5** The provisions of these Conditions that relate to payment of the fee will not apply to orders for a Service offered free of charge as a promotion. The aforesaid Service may be renewed by the means stated in article 6 above.

## 8. Late payment or non-payment

**8.1** The Customer may not raise objections of any kind unless he/she has first made the payments required by the Contract correctly and supplied the respective documentation to the Suppliers.

**8.2** In the event that, for whatever reason, the payment of the price is not valid or is revoked or cancelled by the Customer, or is not made, confirmed or credited to the Suppliers, they reserve the right to suspend and/or interrupt the activation and/or supply of the respective Service, with immediate effect, if it has already been activated. During the suspension of the Service, the Customer will not have access to the data and/or information and/or content entered, sent and/or processed by means of the Service in question.

## 9. Duties and limitations of liability of the suppliers

**9.1** The Suppliers guarantee the Customer the supply and use of each Service on a 24/7/365 basis, in accordance with and without prejudice to the Technical Specifications, the Contract and each of the Manuals. The Suppliers assume obligations of means rather than results and do not guarantee that the Service ordered by the Customer will be perfectly suited to particular purposes or in any case to his/her requirements.

**9.2** Subject to the provisions of the individual special conditions contained in the section relating to the Service supplied, the Suppliers' obligations and responsibilities to the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable to the Suppliers, they will not be liable for an amount in excess of the fee paid by the Customer for the individual ordered or renewed Service affected by the harmful event for the month in which the event occurred, notwithstanding the provisions set out in each Manual. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is hereby expressly excluded. Subject to the above, with the exception of any cases expressly provided for by law, under no other circumstances, for any reason whatsoever, will the Suppliers 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, violation of the rights of third parties, delays, malfunctions, interruptions, whether total or partial, that may occur on the basis of the provision of the Service, if connected with, directly or indirectly, or resulting from:

- a) force majeure, fortuitous events, catastrophic events (for example: fires, explosions, strikes, riots, etc.); and/or
- b) tampering or interference with the Service or equipment by the Customer and/or by third parties not authorised by the Suppliers.

**9.3** The Suppliers do not create any specific backup of the data and/or information and/or content processed by the Customer by means of the Services. The Customer is therefore required to create, at his/her own expense, a complete backup of the data and/or information and/or content entered and/or processed by means of the Service and to take all the necessary security measures for their safekeeping. In any event, the Suppliers do not offer any guarantees regarding the use of the Service with regard to the protection and storage of the aforesaid data and/or information and/or content.

**9.4** The Suppliers will not be deemed in any way responsible for the use made of the Services in relation to critical situations which involve, for example, specific risks of personal injury, environmental damage, specific risks in relation to mass transport services, the management of nuclear and chemical plants and medical devices; in such cases, the Suppliers declare their willingness to evaluate and negotiate with the Customer a specific "mission critical" agreement with the respective SLAs.

**9.5** The Suppliers do not provide any guarantee as to the validity and effectiveness, probative or otherwise, of the Service or of any data, information, message or document associated with it or otherwise entered, communicated, transmitted, stored or in any way processed by means of the Service:

- a) when the Customer intends to use or enforce them in States or jurisdictions other than Italy, with the exception, as regards the Member States of the European Union, of eIDAS Certificates, eIDAS Seals and Qualified Electronic Time Validation referred to in Section III of the Conditions.

- b) for their confidentiality and/or integrity (in the sense that any violations of the latter can normally be identified by the User or the recipient via the appropriate verification procedure).

**9.6** The Suppliers shall not, in any case, assume any responsibility for any information, data, content entered or transmitted and, in any case, processed by the Customer by means of the Service, and in general for the use made of the aforesaid Service and reserve the right to take any initiative and action to protect their rights and interests, including providing the parties concerned with useful data to allow the identification of the Customer.

**9.7** If the Customer is a Government Authority, the Suppliers assume all the obligations relating to the traceability of financial flows pursuant to article 3 of Law No. 136 of 13 August 2010, as subsequently amended and supplemented.

**9.8** Notwithstanding the foregoing, the provision of the Services purchased by the Customer using the Agreement Code (s) and accessing <https://www.pec.it/Convenzioni.aspx> occurs by virtue of specific and separate agreements between the third party that provides said Code to the Customer (including but not limited to the Professional Order and/or the Body to which it belongs) and the Suppliers; therefore, the Customer hereby acknowledges and accepts that the Services purchased using said Code may be provided with particular restrictions and/or specifications (including but not limited to restrictions on the configuration of the chosen Service and/or its duration, the option of early termination and/or deactivation of the Service, restrictions on use, restrictions on the renewal option, economic characteristics) governed by the aforementioned agreements, to which express reference is made, and holds the Suppliers harmless against any liability for any direct or indirect damage of any nature and kind sustained due to or as a result of the aforesaid restrictions and/or specifications and due to or as a result of all operations performed by the Suppliers in respect of the aforesaid agreements.

## 10. Customer's obligations and rights

**10.1** The Customer is entitled to use the Service on a 24/7/365 basis in accordance with the Technical Specifications and except as indicated in the Contract, Manuals, annexes and documents referred to therein and acknowledges that, in the event of any violation or non-fulfilment attributable to the Suppliers or, in any case, due to partial, defective and/or non-operation of the Service, they will not be liable for any amount above the amount paid by the Customer for the individual service, ordered or renewed, affected by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is hereby expressly excluded.

**10.2.1** The Customer guarantees also pursuant to Article 46 of Presidential Decree 445/2000 as amended and supplemented that the data and information transmitted to the Suppliers for the purposes of the conclusion of the Contract are true, correct and such as to allow its identification, and undertakes to notify the Suppliers of any variation thereof, including the e-mail address indicated in the Order Form. The Suppliers reserve the right to verify such data and/or information by also requesting any additional documentation that the Customer hereby agrees to submit. Should the Customer, on identification, also by the use of false documents, have concealed his/her true identity or falsely declared to be another party, or acted in such a way as to compromise the identification process, the Customer acknowledges and accepts that he/she will be held liable, including criminally, for the false declarations and/or the use of false documentation and shall also be considered solely liable for all damages that have been and may be suffered in future by the Suppliers and/or by third parties due to the inaccuracy and/or falsehood of the information communicated, hereby assuming the obligation to hold harmless and release the Suppliers from any claim, action and/or request for indemnity or compensation for damage that may be brought against them by anyone.

**10.2.2.** The Customer, in the event of an error being reported by the Suppliers when issuing the electronic invoice, is required to adjust the data reported as missing or incorrect by following the procedure made available by Aruba itself and as described in greater detail at <https://guide.pec.it/pagamento-e-fatturazione.aspx>. Depending on the software used by the Service, the invoicing data updated by the Customer could also be replicated in the statistical records and/or in the Interested Party's data. Suppliers may not therefore be deemed liable for any penalties, losses or damages resulting, directly or indirectly, from delays or errors in the updating of said data, liability for which rests wholly with the Customer.

**10.3.1** The Customer acknowledges that the Suppliers have 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, the Suppliers shall not be held liable for the transmission or receipt of illegal information of whatsoever nature and type.

**10.3.2** The Customer is required to equip him/herself with the necessary hardware and software to use each of the Services, assuming all responsibility for its functionality and compatibility with said service and for its correct configuration. The Customer hereby releases the Suppliers from any liability concerning any configuration, operational or compatibility problems affecting the hardware and software with respect to the Services.

**10.4 Accepting all** risks and responsibilities in this respect, the Customer declares that he/she has all the technical knowledge necessary for the proper administration, management and use of the Service, including the processing and/or security of data, information and/or content he/she may enter through the Services or in any case supplied to the Suppliers, and in any case acknowledges and accepts that the processing of data, information and/or content he/she has put in place through the Services and their subsequent dissemination on the Internet through the Service itself are performed solely at his/her own risk and under his/her responsibility. The Customer is in any

case obliged to familiarise him/herself with the provisions of the current legislation and to check the accuracy of the results obtained by using the Service.

**10.5** The Customer also declares that he/she is the only and exclusive administrator of the Service and, as such, declares that he/she is the only person responsible (i) at his/her own risk, for the management of the data and/or information and/or content processed by him/her by means of the Service, their security and their storage and for the performance of any other activity deemed useful or necessary to ensure the integrity thereof, and to this end undertaking to apply appropriate and adequate security measures, at his/her expense and care; (ii) for the content of the information, the sounds, texts, images, elements of form and the data that is accessible and/or made available by means of each Service and, for any reason, transmitted, distributed or made available online by the Customer; (iii) for the malfunctions of each Service due to any use that does not conform with the Aruba Services User Policy; (iv) for the loss or disclosure of the Service use codes or the additional codes assigned to him/her by the Suppliers.

**10.6** With reference to third-party data handled by him/her at the order stage and/or upon use of the Service, the Customer guarantees that he/she previously provided them with the information referred to in article 13 et seq. of Regulation (EU) 2016/679 and that he/she has an appropriate legal basis for processing as required by article 6 of Regulation (EU) 2016/679. In any event, it remains understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated with it and holding the Suppliers harmless, under the terms of article 10.9 below, against any dispute, claim or other demand that may come from third parties with reference to said processing scenarios.

**10.7** The Customer agrees to notify the Suppliers, by opening a special ticket at <http://assistenza.aruba.it/>, of any changes in his/her personal and contact details, including the e-mail address specified at the order stage.

**10.8.1** The Customer acknowledges and accepts that any operation carried out through the Customer's Service is presumed to have been carried out by the Customer and that third parties' knowledge of the codes for the use of the Service or of the additional codes assigned to them by the Providers (hereinafter "Credentials") could enable them to make undue use of the Service as well as to access the information, content and data processed through it; therefore, in consideration of the circumstance that the use of the Services allows, where required, for an electronic authentication uniquely attributable to the person holding the Credentials and provides the possibility of performing acts relevant to all effects of Italian law and solely attributable to the person concerned, the Customer is obliged to observe the utmost care in the use, storage and protection of the Credentials and undertakes to store and use the Credentials with the utmost care and not to allow them to be used by third parties not expressly authorised to do so and for whose conduct the Customer assumes all liability in all circumstances.

**10.8.2** The customer acknowledges and accepts that he/she is required to perform the activities for which he/she is responsible in order to activate the service, as set forth in art. 5.1 of these Terms and Conditions. The Customer is required to follow the procedures for the generation, issue, suspension and regeneration of the Login Details, and/or of any other authentication credentials required for accessing the Service. The Customer, after receiving the password, is obliged to change it and keep it secret and undertakes not to pass it on to third parties and holds the Suppliers harmless against any liability for any unlawful act performed with said password. The Customer also undertakes to renew the login password periodically in accordance with the security standards and data protection legislation set forth by Legislative Decree 196/2003 and EU Regulation 2016/679 180 days after its creation or after the last amendment thereof and in accordance with the provisions of each Manual.

**10.8.3** In the event of the activation and login credentials being mislaid, stolen or lost, the Customer is required to notify the Suppliers promptly of the situation and to trigger promptly the process for issuing new authentication and login credentials.

**10.9** The Customer agrees to indemnify and hold the Suppliers harmless from any and all requests or claims by a third parties for damage caused to them by or through use of the Services. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform the Suppliers if such action is brought against him/her.

**10.10** 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 the Suppliers' LOGS kept in accordance with the law will be deemed valid.

**10.11** The Customer hereby agrees to make every reasonable effort to respond promptly to anything that the Suppliers may have formally communicated to him/her in relation to the occurrence of the following circumstances:

- a) There are valid grounds for believing that the Service is being used by unauthorised Third Parties;
- b) the Customer is involved, for whatever reason, in court or out-of-court proceedings of a civil, criminal or administrative nature, in the event that said dispute concerns actions and conduct carried out through the Service;
- c) the Customer's conduct is such as to raise the founded and reasonable fear that the Customer may be 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 entail risks to the physical safety of people and property.

**10.12** The Customer is required to comply with the further obligations stated in the Special Conditions of each Service and all the procedures stated in the relevant Manuals for each Service published at <http://www.pec.it/termini-condizioni.aspx>.



## 11. Support and Maintenance

**11.1** Technical support is provided exclusively at the times and in the manner indicated at <http://assistenza.aruba.it/>. In any event, the Customer is required to promptly notify the Suppliers of any irregularities or malfunctions that he/she may find with the Service. The Suppliers will make every reasonable effort to deal with the issues reported by the Customer as soon as possible.

**11.2** Any requests for "customised" work and, in any case, work that requires the Suppliers to be informed of the codes for use of the Service or of the other codes assigned thereto by the Customer, or for accessing documents, must be sent to them by means of a ticket from <http://assistenza.aruba.it/>. In such cases, merely by opening the ticket, the Customer authorises the Suppliers and/or any companies appointed by them to carry out the hardware/software operations requested and/or necessary; the Customer acknowledges and agrees that this work shall take place with variable timing due to the following criteria:

- a) type of action required;
- b) order of arrival of the action request;
- c) priority level of the action request. In order to allow correct and rapid implementation of the work requested, the Customer undertakes to provide all the specifications and information requested by the Suppliers. By sending the request for work referred to in this paragraph, the Customer:
  - a) declares that he/she is aware that such work may involve a high degree of risk for the operation of the Service, or for the integrity of the data and/or information and/or content entered and/or processed via the Service; and
  - b) hereby agrees to bear all the associated risks; and
  - c) undertakes, as of now, to obtain a complete backup copy of the data and/or information and/or content entered and/or processed by him/her through the Service, prior to the execution of the intervention.

Notwithstanding the above, the Customer hereby holds harmless the Suppliers and/or the Companies belonging to the Aruba Group and their staff, as well as the external Companies appointed to carry out the work and their staff, from any liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or as a result of the operations referred to in this paragraph, including but not limited to, total or partial loss or damage of data and/or information and/or content entered and/or processed by the same Customer through the Service, and total or partial interruption of the Service itself.

**11.3** The Suppliers reserve the right to suspend the provision of the Services in order to carry out technical maintenance work. Under such circumstances, the Customer shall be notified via e-mail with an advance notice of 7 (seven) days; said notification will also specify the time period within which the service will be restored.

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## 12. Suspension of the services

**12.1** Without prejudice to the application of article 14 hereunder, at their discretion and without the exercise of that right being subject to challenge as non-fulfilment or breach of Contract, the Suppliers reserve the right to suspend each Service, without notice, in the event that:

- a) the Customer fails to comply with or finds him/her/itself in breach of even one of the provisions contained in the Agreement, including those set forth in the Aruba Services User Policy;
- b) the Customer fails to respond, in full or in part, to the Supplier's requests or in any event, his/her conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Contract or liable for one or more breaches of its provisions;
- c) there are valid grounds for believing that the Service is being used by unauthorised third parties;
- d) there are cases of force majeure or circumstances which, at the sole discretion of the Suppliers, require emergency action to be taken or action relating to the resolution of security issues, danger to the entire network and/or persons or property; in this case, the Service will be restored when the Suppliers, at their discretion, have determined that the reasons which caused its suspension/termination have actually been removed or eliminated;
- e) the Customer is involved, for whatever reason, in any court or out-of-court proceedings of a civil, criminal or administrative nature and in any case in which said dispute concerns actions and conduct put in place through the Service or relating thereto;
- f) the suspension is required by the Court Authorities.
- g) that there are justified security and/or confidentiality guarantee reasons;
- h) 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 entail risks to the physical safety of people and property.

**12.2** In any case of suspension of the Service attributable to the Customer, the Suppliers retain any entitlement to compensation for damages.

**12.3** During suspension of the Service, the Customer may not have access to data, information and/or content entered and/or processed by him/her through the Service.

## 13. Withdrawal

**13.1** The Customer, definable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw in accordance with the methods and procedures set forth in Article 52 et seq. of the Consumer Code within 14 (fourteen) days of the date of signing of the Contract, for Services, and 14 (fourteen) days of the date of delivery of the Readers, without any penalty and without providing the reasons thereof. Specifically, the Customer must expressly state their intention to withdraw, using the form at <http://www.pec.it>, or another explicit declaration of his/her intention to withdraw from the Contract, by sending notification of withdrawal exclusively by registered letter with confirmation of receipt or certified e-mail (PEC) to the addresses given in article 19 below, or by opening a request for assistance at [www.assistenza.aruba.it](http://www.assistenza.aruba.it)

In the event that the right to withdraw from the provision of Services and the sale of Readers is exercised, the Suppliers shall refund to the Customer, without undue delay and in any case within 14 days from the date on which the intent to withdraw from this contract is communicated, all payments received, including, for the Readers, the delivery costs (except for the additional costs arising from any selection by the Customer of a delivery type other than the cheapest standard delivery type offered by the Suppliers), by using the same means of payment used by the Customer for payment, or by using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the refund.

It is hereby understood that the Suppliers may suspend reimbursement until receipt of the Readers or until the Customer demonstrates that it has shipped them correctly, depending on which situation occurs first. The Readers must be returned to the Suppliers intact, in their original packaging, together with the supporting documentation shipped therewith, in the condition of new Products that have never been used. The Customer shall be liable for the reduction in the value of the Products if handled in a way other than that necessary for determining the nature, features and operation thereof. In this case, the costs of the Products affected by said reduction in value will be charged to the Customer. The Customer also acknowledges and accepts that all the Products are customised products. As such, their sale falls under the terms of art. 59.1, letter c), of Legislative Decree 206/2005 and the provisions on withdrawal in this article shall not apply. The Customer may request the deactivation of said Signature Device on a date prior to the expiry date, but shall not be entitled to obtain a total or partial reimbursement of the consideration paid. An order may be halted and possibly cancelled if the production relating thereto has not yet been commenced in any way; in such case, the Customer shall be entitled to obtain exclusively the return of the consideration paid, with the exclusion of costs already borne by the Suppliers.

**13.2** The Customer, definable as a "consumer" in accordance with article 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), shall always have the right to withdraw from the Contract or from each Service, unless otherwise provided for by the relevant Special Conditions of the Service itself, without prejudice to the validity and effectiveness of the Contract, at any time, without any penalty and without indicating the reasons for doing so, by written notification sent by registered mail with confirmation of receipt to the contact details indicated in art. 19 below or by certified e-mail (PEC) to [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it), or by opening a support request at [www.assistenza.aruba.it](http://www.assistenza.aruba.it). The withdrawal will be effective within 30 (thirty) days of the date of receipt by Aruba S.p.A. of the aforementioned communication, authorising the Suppliers, unless otherwise provided by the relevant Special Conditions, to deactivate each Service in the event of withdrawal from the Contract, or just the Service for which the right of withdrawal has been exercised and to make any reimbursement of the portion of the fee paid for the Services affected by the withdrawal, corresponding to the number of days not used until the next natural expiry date of the Contract or of the Service for which the withdrawal has been exercised, after deducting the costs incurred and/or to be incurred, in accordance with the provisions of art. 1, paragraph 3, of Law 40/2007.

**13.3** The Suppliers reserve the right to withdraw from the Contract or from each Service 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 Suppliers reserve the right to withdraw from the Contract or from each Service with immediate effect.

**13.4** It is hereby understood by the Parties that from the effective date of withdrawal, at any time and without further notice, each Service or the Service for which the right of withdrawal has been exercised, unless otherwise stated in the Special Conditions applicable to the Service, will be deactivated and the Suppliers will reimburse the Customer for the unused portion of the fee paid, corresponding to the number of days not used, until the next natural expiry date of the Contract or of the Service in question, after having deducted the costs incurred and/or to be incurred. In any event, any further liability on the part of the Suppliers due to the exercising of the right of withdrawal and/or loss of use of each Service by the Customer or the ensuing right of the latter to demand any other reimbursement or compensation or damages of any type and kind will remain expressly ruled out.

**13.5** The above provisions will be subject to the Special Conditions that apply to each Service.

## 14. Express termination clause – cancellation due to non-fulfilment - cancellation conditions

**14.1** Without prejudice to the terms of other clauses of the Contract, it will 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) breaching the obligations provided for in Articles 10, 16 and 17 of the Conditions as well as the provisions in the documents to which they refer;
- b) violating the Aruba Services User Policy,

- c) uses the Services for any unlawful activity; or
- d) wholly or partially assigning the contract to third parties without the prior written consent of the Suppliers.
- e) in the event of cancellation of the Order in the cases provided for in the Contract;

**14.2** Furthermore, in the event of failure to comply with the obligations under the Contract, the Suppliers reserve the right to send to the Customer, at any time, for all intents and purposes referred to in article 1454 of the Italian Civil Code, formal notice to be complied with within 15 (fifteen) days of receipt of the registered letter with confirmation of receipt.

**14.3** As of the date of termination of the Contract, in the event of the cases provided for under this article, each Service will be deactivated without advance notice in accordance with the relevant Special Conditions. In this event, the Customer acknowledges and accepts that the amounts he/she has paid will be withheld as a penalty by the Suppliers, which will be entitled to charge the Customer for any additional cost they may incur, without prejudice, in all cases, to their right to seek compensation for any further damage suffered.

## 15. Amendments to the Contract, to the Aruba Policies and/or the Manuals

**15.1** The Customer acknowledges and agrees that each Service covered under the Contract is characterised by constantly evolving technology; for these reasons, the Suppliers reserve 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, without this giving rise to any obligations of any kind with respect to the Customer. The software licensing costs paid through the Suppliers to their respective licensees will be adjusted automatically in the event of a price change by the licensee.

**15.2** Should the Suppliers make technical or financial changes which are deemed to be damaging or harmful in terms of performance and/or cost or make changes to the contractual conditions in any part, said changes shall be communicated, on a durable medium, to the Customer by email or publication at <http://www.pec.it>. The above-mentioned changes shall take effect 30 (thirty) days after the date of their communication, except for the changes to the financial terms of a Service governed by a Contract already executed as of the date thereof, which shall apply from the first renewal of the Service itself immediately following the changes. Except as provided in the Special Conditions relating to each Service, if the Customer does not intend to accept the abovementioned changes including those relating to the fees, he/she may, within the abovementioned term, exercise the right to withdraw from the Contract or from the single Service with written communication to be sent by registered letter with return receipt to Aruba S.p.A., Loc. Palazzetto n. 4, 52011 Bibbiena Stazione (Arezzo) or by certified email (PEC) [at the address recessi@aruba.pec.it](mailto:recessi@aruba.pec.it), or by opening a support request at [www.assistenza.aruba.it](http://www.assistenza.aruba.it). Should the Customer fail to exercise the right of withdrawal, as per the terms and manner described above, the variations shall be considered definitively known and accepted by the latter.

**15.3** Notwithstanding the foregoing, the Suppliers may change the technical features, systems or resources as a result of the normal technological evolution of hardware and software components or to adapt the services to regulatory and statutory provisions, thereby guaranteeing the Customer the same functionalities.

**15.4** The Suppliers also reserve the right to amend the Aruba Services User Policy at any time because of the requirements referred to in paragraph 2 above or in compliance with provisions of law; again in this case the Customer may exercise the rights provided for in paragraph 2 above.

**15.5** Aruba Pec S.p.A. reserves the right to make changes to the provisions of the Manuals/CPS relating to each Service for supervening technical, legislative and management requirements that will be effective in respect of the Customer 30 (thirty) days after the notice is published on the corporate website; again in such cases the Customer may exercise the rights provided for in paragraph 2 above.

## 16. Copyright and licences

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

**16.2** In the case of licences provided by third-party suppliers through the Suppliers, the Customer acknowledges having examined their terms and agrees to use the software in accordance with the procedures specified on the respective websites exclusively for his/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 owner of the copyright thereon with the exclusion of any liability on the part of the Suppliers.

## 17. Information security and confidentiality

Recognising that the Suppliers have been awarded ISO 27001 certification and are in possession of other means and/or instruments deemed suitable for protecting information security (physical, logical, IT and organisational) in the most effective way, the Customer agrees not to disclose or make confidential information, known or handled in connection with performance and/or application of the Contract in the absence of the Suppliers' specific written consent, in any way available to third parties.

## 18. Final provisions

**18.1.** The Contract will cancel and replace any previous agreement that may have been entered into between the Suppliers and the Customer concerning the same subject, and will constitute the final and integral expression of the agreements entered into between the Parties on this subject. No amendment, marginal note or clause added in any way to the Contract will be valid and effective between the Parties unless it has been specifically and expressly approved in writing by them both. If there are any specific agreements with the Customer, they must be in writing and will constitute an addendum to the Contract.

**18.2.** Under no circumstances shall any breaches and/or conduct by the Customer in violation of the Contract be considered as exceptions thereto or tacit acceptance thereof, even if these are not contested by the Suppliers. Any failure on the part of the Suppliers to exercise or enforce any right or provision of the Contract shall not constitute a waiver of said rights or clauses.

**18.3.** Unless otherwise expressly stated in the Contract, all communications to the Customer relating to this contractual relationship may be made by the Suppliers to the addresses provided by the Customer at the order stage or during the provision of the Service (and therefore, for example, without distinction, by hand, by e-mail, certified and uncertified, by publication on the corporate website <http://www.pec.it>, by means of registered letter with return receipt, ordinary mail by fax or SMS) and, consequently, the communications will be considered to be known by them. Any changes to the Customer's addresses and contact details, including the e-mail address stated in the Request Form, which the Suppliers are not made aware of in accordance with the procedures set forth in the Contract, may not be the subject of a complaint against him/her.

**18.4.** With the exception of the cases specifically provided for in the Contract, all notifications that the Customer intends to send to the Suppliers relating to the Contract, including support requests, must be sent to the contact details posted on the website, <http://www.pec.it/Contacts.aspx>.

**18.5.** 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, the latter remaining fully valid and effective.

**18.6.** The Customer acknowledges and accepts that the Suppliers 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 a commercial reference for the promotion of its own products or services.

**18.7** Relations between the Suppliers and the Customer established in the Contract may not be understood as agency, corporate, representation, collaboration or association contracts or other similar or equivalent contractual forms.

**18.8** The Customer undertakes not to transfer the Contract to third parties without the Suppliers' prior written permission

## 19. Handling of disputes and complaints

Any disputes and/or claims concerning the supply of the Service may be sent:

Aruba S.p.A.  
Loc. Palazzetto 4  
52011 Bibbiena Stazione (Arezzo)

By registered letter with notice of receipt, or forwarded by ticket by the service department, no later than 7 (seven) days after the event subject to dispute and/or complaint occurs. The Suppliers will investigate the communication and provide a written response within 30 (thirty) days of receipt. In the event of disputes and/or claims which, due to particularly complex circumstances, do not permit a comprehensive reply within the above timescale, the Suppliers will notify the Customer within the aforementioned timescale on the progress of the case.

## 20. Extended validity

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

- 1) Definitions
- 2) Service activation and provision

- 3) Duties and limitations of responsibility of the Suppliers
- 4) Customer's obligations and rights
- 5) Withdrawal
- 6) Express termination clause - termination due to non-fulfilment - termination conditions
- 7) Copyright and licensing
- 8) Security and confidentiality of information
- 9) Applicable law and jurisdiction
- 10) Reference to the Manuals

## 21. Processing of personal data

**21.1** Notwithstanding any relevant provisions in each Section of the Terms and Conditions, the Customer's personal data communicated by the latter to the Suppliers for the purpose of fulfilling this Contract and the subsequent provision of the Service, will be processed in accordance with Legislative Decree 196/2003, Regulation (EU) 2016/679 and the information on the processing of personal data, which can be found at [https://www.aruba.it/informativa\\_arubaspa.pdf](https://www.aruba.it/informativa_arubaspa.pdf), issued by the Suppliers during the registration process.

**21.2** During the collection, processing and management of data, needed for the provision of the Services, the Suppliers shall act as Joint Data Controllers in accordance with Regulation (EU) 2016/679.

**21.3 With reference to third-party data entered and/or processed by the Customer** in the order phase and/or during use of the Services, including the various functions made available with them, the Customer confirms that he/she has been adequately provided, in advance, with the information referred to in Article 13 of Regulation (EU) 2016/679 and that he/she has an appropriate legal basis for such processing. In any event, it is understood that, in relation to such data, the Customer shall act as Data Controller, accepting all the obligations and responsibilities associated with this role and holding the suppliers harmless from any dispute, claim or other demand originating from third parties with reference to such processing circumstances.

## 22. Appointment of the Data Controller

For Services under this Contract that specifically require it and as stipulated from time to time in the relevant special sections of this Contract, the Customer shall appoint Aruba PEC S.p.A. ("Supplier") as Data Processors pursuant to art. 28 of Regulation (EU) 2016/679, with the detailed description of the tasks and duties assigned to them in connection with this role in accordance with the following provisions.

This appointment as Data Processor and the related provisions have a term equal to that of the Contract signed between the Data Controller and the Supplier for the chosen Service.

The appointment and this document shall automatically cease to have effect if the Contract is terminated, withdrawn from or becomes ineffective, subject to the time needed for the Data Controller to retrieve personal data as contractually agreed between the parties.

Likewise, in the event of automatic Contract renewal, the appointment as Data Processor shall be deemed automatically renewed for a term equal to that of the contract.

### I. Data processed by the Supplier for provision of the services pursuant to the Contract

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

It is understood that, in their provision of the Services, pursuant to Legislative Decree 70/2003, the Supplier are neither responsible for the information stored at the Data Controller's request, nor obliged to monitor the information it transmits or stores, nor under a general obligation to actively search for actions or circumstances that indicate the presence of unlawful activities.

### II. Obligations and Rights

Under this appointment, Supplier are solely authorised to process the aforementioned personal data to the extent necessary for performance of the services assigned to them. The Supplier are entitled to carry out all activities necessary for ensuring fulfilment of the current relevant provisions as well as the task of organising, managing and supervising all processing operations for personal data sent to them by the Data Controllers for the purposes of performing the activities under the chosen Service. In compliance with the provisions of Regulation (EU) No. 2016/679 and the regulations concerning the processing of personal data, it is hereby specified that the Suppliers have the following obligations:

- a) to process the personal data entered and/or transmitted, lawfully, correctly and transparently, as part of the execution of the chosen Service under the Contract, with the technical and security characteristics established on the basis of the provisions of the same Contract, the Manuals, the Technical Specifications governing them and the Codes of Conduct to which Aruba has

subscribed in relation to the chosen Service, which for the purposes hereof must be regarded as documentation containing the instructions for the processing of data accepted by the Data Controller. Should the Data Controller express particular needs that require different instructions from those listed in the aforementioned documents, he/she must demonstrate that need to the Suppliers and describe the measures that must be guaranteed, which will be evaluated and, if feasible, quoted by way of a specific offer;

- b) to ensure that the persons authorised to process the personal data have agreed to confidentiality or are bound by an adequate legal duty of confidentiality; these parties authorised for data processing, in relation to the performance of the aforementioned activities, shall be specifically assigned to data processing by the Supplier, which shall provide them with the necessary instructions and inform them of the agreed and prescribed methods and of Regulation (EU) 2016/679;
- c) to adopt all the technical and organisational measures in accordance to Article 32 of Regulation (EU) 2016/679; in particular, in the provision of the chosen Service, the Supplier shall implement the measures specified in the Contract, in the Technical Specifications, in the Manuals relating to the Service itself and in the Codes of Conduct to which they have subscribed for the purpose of the chosen Service, as well as the procedures adopted by the same in accordance with ISO 27001.
- d) given the nature of the processing, to assist the Data Controller (i) with appropriate technical and organizational measures, as far as possible, in order to fulfil the request of Data Controller and to respond to requests received for the exercising of the Data Subjects' rights; (ii) so as to ensure compliance with the obligations set out in Articles 32 to 36 of Regulation (EU) No. 2016/679, also taking account of the information available to the data processor;
- e) to delete or make available all the personal data to the Data Controller, at the latter's request, once provision of the processing-related services has come to an end, and to delete any existing copies;
- f) to make available to the Data Controller all the information necessary for demonstrating compliance with the obligations relating to the appointment set forth in this document, so as to enable and facilitate revision and verification. These review and verification activities may be carried out after 20 (twenty) days' notice, up to a maximum of once a year and, in addition, in the event of a data breach (Data Breach) on the Customer's Data, and in any case once agreement has been reached on timing and methods, and provided they do not conflict with the confidentiality obligations accepted by the Supplier and/or with their policies. The costs of these checks shall be borne by the Data Controller. Accordingly, the Supplier shall process the data in compliance with the aforementioned instructions, the guidelines in the Manual governing the Service, any relevant attachments and the provisions of Regulation (EU) 2016/679, and in compliance with the security requirements established for provision of the individual services.

### III. Sub-processors

By signing this document, and without prejudice to what is expressly set forth in this regard in the further Sections of these contractual Terms and Conditions, the Data Controller authorises the Supplier to use their own sub-processors, as well as third-party suppliers and Companies belonging to the Aruba Group for the provision of services (support, maintenance, provision of additional services, network providers and electronic communication services) related to the requested service; the Data Controller acknowledges and accepts that this may involve the processing of data by the same.

For the purposes of the appointment of a sub-processor, the Supplier shall guarantee the following, through a written contract:

- a) the sub-processor undertakes to process the Data Controller's data in a lawful, correct and transparent manner, in accordance with the provisions of Regulation (EU) 2016/679 and the other rules on the processing of personal data and to the extent required to fulfil the obligations delegated to them under the Contract;
- b) the sub-processor shall accept the obligations pursuant to Article 28 of Regulation (EU) 2016/679;
- c) the Suppliers shall remain liable to the Data Controller for all the obligations accepted, also in relation to the activities entrusted to the sub-processor.

In order to provide the Data Controller with precise control over the aforementioned third parties, in addition to complying with the requirements of the entire category of such third parties, the Supplier agree to update the list of said third parties as well as the appropriate documents establishing the obligations accepted by said third parties in relation to the duties concerning the processing of personal data specified herein, if they process data within the context of the chosen Service.

Where required, Supplier agree to inform the Data Controller in the event of any changes in these third parties.

### IV. Breaches

In the event of any events involving a breach of the personal data processed by the Supplier in their provision of the Services, the latter shall notify the Data Controller in the manner and within the timescales stipulated in current applicable legislation on the subject. In particular, pursuant to Article 33(2) of EU Regulation 2016/679 without undue delay after having become aware of the breach.

## 23. Applicable law and jurisdiction

**23.1** The Contract will 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 company 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 termination of this Contract, the Court of Arezzo will 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 which case, the Court of the location where the Customer resides or is domiciled, if located in Italy, will have exclusive jurisdiction.

## 24. Reference to the Manuals

For anything not expressly stated in these Conditions, reference shall be made to the Manuals for each Service, published at <http://www.pec.it/termini-condizioni.aspx>.

## SECTION II – SPECIAL CONDITIONS FOR THE SUPPLY OF THE DIGITAL SIGNATURE SERVICE WITH OR WITHOUT CNS

### 1. Definitions

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

**CAD:** Legislative Decree no. 82 of 7 March 2005 as amended and supplemented;

**Certificate(s):** the definition used in the Contract to refer interchangeably to the Signature Certificate, the Authentication Certificate, the eIDAS Certificate and/or the eIDAS Seal when it is not necessary to specify the certificate in question;

**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 Aruba Pec as authorized by the Issuing Body as set forth in Presidential Decree no.117 of 2 March 2004 and in the CNS Operating Manual, and 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 as to the holder and to confirm the identity thereof, issued by the Certifier, ARUBA PEC S.p.A., as set forth in the CAD, in the technical regulations referred to therein and in the "Digital Certification Service";

**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

**Private Key:** the part of the pair of asymmetric keys known exclusively to its Holder, by means of which the said holder places his/her Digital Signature on an electronic document or decrypts an electronic document that was previously encrypted using the corresponding Public Key.

**Public key:** the part of the pair of asymmetric keys designed to be made public and used to verify the Digital Signature affixed 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;

**Device for the creation of a qualified electronic signature:** the device for the creation of an electronic signature satisfying the requirements in the Regulation.

**Digital Signature Device:** the digital Signature solution described in detail in the Manual applicable to the Certificate requested and, if applicable, included with the Products, distributed to the Customer by the Suppliers, as stated by him/her in the Request Form.

**Issuing Body:** The Public Entity - The University of Calabria, with registered offices at Via Pietro Bucci, Arcavacata di Rende, 87036, Cosenza, (or a different Entity authorized for this within the scope of each Agreement Code, indicated in the respective Manual(s)) which, as the body authorized to issue the Authentication Certificate for the purpose of performing the Contract, delegates Aruba Pec to issue and manage it electronically;

**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 one another, which enables the Customer, via the private key, and the recipient, via the public key, respectively, to reveal and verify the source and integrity of an electronic document or of a set of electronic documents;

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

**Remote Digital Signature:** particular type of digital signature, generated on HSM under the full control of Aruba Pec, which guarantees to the Customer exclusive control of the private keys; at the Customer's request, this signature can also be supplied with the "Verified Procedure" option as set forth in art. 19 of the DPCM (Decreto del Presidente del Consiglio dei Ministri [Prime Ministerial Decree]) of 22 February 2013;

**"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 at [www.pec.it](http://www.pec.it) under the terms and limitations set out in the Manual and in the Contract.

**HSM:** a combination of hardware and software that creates secure devices for the generation of signatures capable of securely managing one or more pairs of cryptographic keys.

**Manual(s):** the definition used in this Contract to refer interchangeably 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 in question;

**"Certification Services" Operating Manual:** the manual published and made public in accordance with the law, containing instructions for the procedures for issuing the Signature Certificate (when together with the "National Service Card – CNS" Operating Manual, Manual or also "Manuals") available for download at <http://www.pec.it/termini-condizioni.aspx>;

**"National Service Card – CNS" Operating Manual:** the manual published and made public in accordance with the law, containing details of the procedures for issuing the Authentication Certificate (when together with the "Certification Services" Operating Manual, the Manual or also the "Manuals") available for download at <http://www.pec.it/termini-condizioni.aspx>;

**CPS (Certificate Policy Standard) Manual:** the manual published and made public in accordance with the law, stating the procedures for issuing the eIDAS Certificate and the eIDAS Seal (when together with the "National Service Card – CNS" Operating Manual, Manual or also the "Manuals") available for download at <http://www.pec.it/termini-condizioni.aspx>, which, by signing the Order Form, the Partner declares that they have seen, understand, accept and will observe in full as to all its parts

**Verified mode:** The mode that conditions the use of the Remote Signature upon verification of its validity by Aruba Pec, 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, who has completed and signed the form and sent it to the Suppliers together with the documents referred to therein.

**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.

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

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

**eIDAS Seal:** is the qualified electronic seal referred to in Article 3, paragraph 1, No. 15 of the Regulation.

**Interested Third Party:** with specific reference to the Agreement Code, a party who, in the event of the issue of Signature Certificates on the basis of a role or positions held on behalf of third-party organizations establishing the granting of powers, by third parties, to the party applying for the Certificate, is authorized to revoke and/or suspend the Certificate together with the Holder, having a direct interest in the management of the Certificate.

**Holder:** the Party in whose name the Certificate(s) is/are issued on the basis of the Application Form sent to the Suppliers. In addition to the definitions shown above, the definitions contained in section III of this Contract will apply to the certificate and iDAS seal issuing service.

## 2. Customer's application;

**2.1** The Customer may request the Digital Signature Device from the Suppliers, from among the options provided at [www.pec.it](http://www.pec.it), by following the appropriate electronic procedure.

**2.2** For the purposes of the provisions of paragraph 2.1 above, the Customer must provide the Suppliers with the following:

- data, documents, correct and truthful information, specifying which of the information items provided he/she wishes to exclude from the certificate;
- the type of Certificate, from those made available, which he/she is asking to be issued;



- c) any restrictions on the use of the certification key pair (for example, powers of representation, restrictions on powers, etc.), substantiated by relevant documentation;
- d) any restrictions, including of a regulatory nature, in the service request;
- e) promptly, when they occur, any amendments to the information or details provided.

**2.3.** 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.

**2.4** 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 in the checks required for this purpose; in the event that the Certificate (s) is/are not issued, the Suppliers shall notify the Customer of the reasons for said certificate (s) not being issued and shall return the amount paid as consideration for the Digital Signature.

**2.5** The Digital Signature Device will be delivered to the Customer by the Suppliers:

- a) in the manner indicated on the Request Form from among those made available;
- b) once Visual Recognition has been completed, in the manner indicated on the Request Form, selected from among those set out in the Manual and stated at [www.pec.it](http://www.pec.it).

**2.6** In order for the Digital Signature Device to be delivered successfully, the Customer must follow the instructions provided from time to time by the Suppliers as well as any additional instructions provided by third parties entrusted by them to carry out the In-Person Identification and the delivery of the Digital Signature Device. Moreover, under the terms of article 5.1 of the General Terms and Conditions, the Customer acknowledges that he/she may not bring any requests for indemnity and/or compensation for damage and/or a claim of any kind against the Suppliers in the event of failed or delayed delivery of the Digital Signature Device and/or failure to activate the Service for reasons not attributable to wilful malice or gross negligence on the part of the Suppliers. If the Customer does not perform the services as described in the Technical Specifications within 12 (twelve) months of sending the Order Form, the Order shall be cancelled in accordance with Sect. 5.1 of Sect. I of the General Conditions; if the Customer has paid fees for the service, Sect. 5.1 and 7.4 of Section I of the General Terms and Conditions shall apply.

**2.7** It is the Customer's responsibility to generate the subscription key pair securely, in accordance with the procedures set forth in the applicable Manual.

**2.8** The Digital Signature Service is considered to be activated upon completion of the process set out for that purpose 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 accuracy of the data contained in the Certificate and acceptance thereof, and failure to do so within said time frame shall mean that the Certificate can no longer be used. In such cases the Customer must, where applicable, purchase a new Digital Signature Device without being able to bring any claim against the Suppliers, including the claim for a refund, because the Certificate can no longer be used.

**2.9** Also notwithstanding the provisions of Article 4.1 of the General Terms and Conditions, in the event that the first Service activated for the Customer is the Electronic Signature service, the Contract shall be executed and come into force with the issue of the Certificate by the Suppliers.

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

**2.11** Notwithstanding the provisions of Art. 21, Section I of the Conditions, the Customer is aware of, and accepts that, in order to deliver the services governed by Section II, certain data that he/she provides when requesting the issuance of the Certificate shall be published, as stated in the applicable Operating Manual. The Customer accepts that, in the event of the termination of the certification activity, said data may be communicated to an alternative Certification Authority or Trust Service Provider, or to another identified individual in order to comply with the requirements of the applicable legislation.

**2.12** The data provided by the Customer for activating the service shall be retained for the period stipulated under existing legislation and to achieve the purposes set out in the Manual applying to the pre-selected service.

**2.13** 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.

### 3. Duration and renewal of the certificates

**3.1** The term of the Certificate is that indicated in the "validity" section starting from the date on which the Certificate is issued, unless revoked, in compliance with the provisions set out in the applicable Manuals.

**3.2** The Customer acknowledges and accepts that if the hardware support (Digital Signature Device) on which the Certificate is contained is subject to loss of the security certification required by the reference standard, it can no longer be used and must be replaced.

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

**3.4** In cases of renewal of the Certificate before its expiry, a new Certificate will be issued, the duration of which will necessarily also include any remaining period of validity of the previous Certificate.

**3.5** In cases of renewal of the Certificate before its expiration, in order to ensure the continuity of the provision of the Service(s) the Customer will be required to make payment of the relevant fee by the date of expiration of the remaining period of validity of the previous Certificate, failing which the Certificate purchased at renewal will be automatically suspended and will remain so until the date of payment of the fee for the Service.

It is understood, and of this the Customer acknowledges and accepts, as of now, that once the 90-day period referred to in Article 2.9 of these Special Conditions has expired, the renewal order for the Service previously made by the Customer will be automatically cancelled and the Customer will be definitively precluded from reactivating the previously suspended Certificate, which will remain so until its final revocation in accordance with the terms and procedures provided for in the Manual.

## 4. Customer's obligations

### 4.1 Aware that:

- a) the Signature Certificate allows relevant records and documents to be signed for all purposes under Italian law, and be 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 relevant records and documents attributable to the Holder to be signed for all legal purposes within the European Union;
- 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 II must be used for the purpose described in the "KeyUsage" field therein, and any other use may result in the electronically signed 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 the Suppliers for the use of the Service.

**4.2** In particular, the Customer is required to adopt all appropriate measures to prevent the use of the Services referred to in Section III from harming third parties.

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

**4.4** In the event of a breach of even just one of the aforementioned obligations/commitments, the Suppliers shall have the right to intervene in the manner and form considered appropriate to eliminate, if possible, the breach and its effects, and to suspend/revoke immediately and without any notice the Certificates, thereby also reserving the right to rescind the Contract pursuant to the preceding Art. 14 of the General Conditions - Section I.

**4.5** The Customer acknowledges and accepts that the Certificate must be activated, in accordance with the procedures defined by Aruba PEC, within and no more than the maximum limit provided as art. 2.6, with the exception of cases of renewal of the Certificate, the activation of which must be performed by the Customer at the same time as the correct and timely submission of the Order Form to the Supplier, completed and accepted by the Customer in all its parts.

**4.6** If the Certificate is not activated within the aforementioned period, the Suppliers may revoke the Certificate, without the Customer being able to make any claim and/or request for compensation.

## 5. Revocation and suspension of the Certificate

**5.1** The Certificate may be revoked or suspended in accordance with the requirements, processes and time limits stated in the applicable Manuals to which it refers in full. Under no circumstances may the Suppliers be held liable for any direct or indirect damage suffered by anyone as a result of the revocation and/or suspension of Certificate(s) carried out in compliance with the provisions of the relevant applicable Manual, whatever the reason for such actions.

As regards the eIDAS Seal, the Customer henceforth acknowledges and accepts that the Certification Authority assumes no obligation, subsequent to the issuing of the eIDAS Seal, to verify continued compliance with the requirements relating to the legal entity that has consented to its being issued.

**5.2** Notwithstanding the above, the Suppliers may revoke the certificates that have not been activated, once 120 days has passed since they were issued, in accordance with the provisions of Articles 4.5 and 4.6 above.

**5.3** By way of a courtesy and without this constituting any obligation on the part of the Suppliers, Aruba and Aruba PEC may in any event notify the Customer of the approaching date of automatic revocation of the certificate.

## 6. Deactivation of the Service prior to expiry

**6.1** Subject to the provisions of article 13 of the General Conditions - Section I, if the Service is deactivated on a date that precedes the expiry, the Customer is required to make no further use of it.

**6.2** In the event of termination or exercise of the right of withdrawal from the Contract or the Service by the Customer or the Suppliers, once the aforementioned notice period has lapsed, the Remote Digital Signature Certificate will be deactivated/disabled at any time.

**6.3** Exercise of the right of withdrawal by the Suppliers, pursuant to the preceding art. 13 of Section I: General Terms and Conditions, as well as termination of the contract pursuant to art. 14 of Section I: General Terms and Conditions, will not affect operation of the Digital Signature Device with or without CNS already active as of the date on which termination takes effect until the natural expiry date, except in the event of the Certificate or Certificates contained therein being revoked.

## 7. Modifications to the Services and changes to the conditions of the offer

In the event of changes to the Digital Signature Service with or without CNS, pursuant to article 15 of the General Conditions – Section I, the Services activated or renewed prior to the date of change will be maintained until their earliest expiry date, under the agreed conditions.

## 8. Hardware and software for operation of the Certificate

**8.1** If requested by the Customer, the Certification Authority will deliver to him/her, following payment of the corresponding cost, a signature device (hardware-Smart Card and/or reader) capable of storing and reading its Private Key and generating the digital signatures therein as well as added value software devices.

**8.2** The Customer who orders the Player(s) and/or the Products as a "consumer" within the meaning of Article 3 of Legislative Decree 206/2005 (the "Consumer Code"), benefits from the legal warranty against defects in conformity with the Contract to which the Seller is bound by law. Pursuant to the law, if the legal warranty applies, the Customer shall be entitled to restoration of the Reader and/or Products' compliance, without cost, through repair or replacement thereof or, if this is not possible, to the reduction in the purchase price or to termination of the contract. In the latter case, the Suppliers shall return to the Customer the sums paid by the same for purchasing the Reader(s) and/or Products. The Suppliers shall be liable for compliance defects if they arise within two years of the date of delivery of the Reader and/or Products and they are reported to the Suppliers within two months from their discovery.

**8.2.1** It is hereby understood that the warranty shall not apply if unauthorised work has been carried out on the Reader or if in any case it has been tampered with, modified or used in an improper manner, or in any case for uses other than those for which it is designed.

## 8. Appointment of Aruba PEC as Data Processor

As a result of entering into this Contract, with regard to remote digital signature services, the Customer shall appoint the Supplier as Data Processor of the personal data communicated by the Data Controller, as described in Article 22 of the general section, for the purposes of supplying the Service.

## SECTION III – SPECIAL CONDITIONS FOR THE SUPPLY OF THE QUALIFIED ELECTRONIC TIME VALIDATION SERVICE

### 1. Definitions

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

**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.

**Time Validation Manual:** the Service Operation Manual available at <https://www.pec.it/DocumentazioneMarcheTemporali.aspx>, which contains the policy and description of the Qualified Electronic Time Validation Service, its features, service levels, any restrictions on its use, and the requirements for those accessing the electronic time validation verification.

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

**Qualified trust service provider:** a natural person or legal entity that provides one or more trust services as a qualified trust service 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.

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

**Service:** the Qualified Electronic Time Validation Service, Qualified Trust Service provided by Aruba Pec, which satisfies the requirements referred to in article 42 of the Regulation and the ETSI EN 319 401, 421 and 422 Standards, which allows for a real-time validation, enforceable against third parties, to be applied to an electronic document by means of a system judged to comply with the policy stated in the Manual, made available by activating an account for access to the Service according to the procedures, characteristics and terms stated therein.

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### 2. Description, Duration and Renewal of the Qualified Electronic Time Stamp Service

**2.1** The Service referred to in this Section consists of Aruba Pec's providing the Customer, as Qualified Trust Services Provider, with the Qualified Electronic Time Validation Service ordered by the Customer and stated in the Order Form, which satisfies the requirements referred to in article 42 of the Regulation and the ETSI EN 319 401, 421 and 422 Standards, which allows for a real time validation, enforceable against third parties, to be applied to an electronic document by means of a system judged to comply with the policy stated in the Manual, made available by activating an account for access to the Service according to the procedures, characteristics and terms stated in the Manual.

**2.2** The duration of the Service shall be equivalent to that of the purchased lot. Once the lot is used up, if no further purchases are made, the Customer's account shall remain active for a further 6 (six) months, after which the Service will be deactivated.

### 3. Use, revocation and suspension, deactivation of the Qualified Electronic Time Validation Service

**3.1** The Service will be used in accordance with the procedures, under the terms and with the characteristics and restrictions set out in the Manual and in the Contract.

**3.2** The Suppliers guarantee the supply and use of the Service on a 24/7/365 basis, as set out in the Manual. They also guarantee that the policies according to which the Service is supplied make it accessible equally to all users without any form of discrimination.

**3.3** The electronic registers of time validations issued are kept as stated in the Manual.

**3.4** The Suppliers will revoke or suspend the account if one of the following circumstances arises:

- a) Explicit request submitted by the account holder in writing;
- b) confirmation of breach of the applicant's and/or account holder's obligations;
- c) abuses and falsifications;

d) request originating from the legal authorities.

**3.5** The Customer may ask the Suppliers to revoke/suspend/deactivate the account by means of an appropriate signed communication containing the information needed to identify him/her and his/her account and stating the reasons for requesting the revocation/suspension. The order may be halted and, if necessary, cancelled if production on it has not yet started in any way, in which case the Customer shall be entitled to a refund of the amount paid only.

**3.6** In the event of the account being revoked, for any reason, with no exclusions and/or exceptions, the Customer will not be entitled to a refund of the fee paid.

**3.7** Revocation or suspension will determine the deactivation or suspension of the relevant Service respectively.

## 4. Final provisions

**4.1** The Suppliers may delegate, in whole or in part, to third parties, also outside of their own organisation, individual functions or stages 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 the Suppliers themselves. The Suppliers guarantee that such parties, when delegated, are required to adopt all security measures stipulated by them and all the provisions of existing legislation.

**4.2** The Customer acknowledges and accepts that he/she is required to inform people accessing the verification of electronic time validations of the relevant requirements stated in the Manual.

**4.3** The duties and limitations of responsibility of the Suppliers are those stated in the Manual and in the Contract. Subject to the provisions of article 2 of Section I of the Conditions, with regard to the Service referred to in this Section, in the event of a conflict, the provisions of the Manual will prevail over those of the Conditions.

## SECTION IV - SPECIAL CONDITIONS FOR THE SUPPLY OF THE CERTIFIED EMAIL SERVICE

### Definitions

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

**Addendum to the "Certified Electronic Mail Operational Manual"**: the addendum to the manual published and public in accordance with the law containing the indication of the procedures for the Identification and issuance of the Certified Electronic Mail Service adapted to European standards, available for download <http://www.pec.it/termini-condizioni.aspx>; Translated with www.DeepL.com/Translator (free version)

**PEC Box**: Certified E-mail Box defined within a PEC domain with which an electronic document "transport" system is associated featuring significant similarities with the "conventional" e-mail service, but with the addition of features that give users the certainty, with legal value, of the date and time when the e-mail messages were sent to and received (or not) by the intended recipient;

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

**Pec Domain**: certified email domain that only contains Pec Boxes.

**Identification**: The process chosen by the Customer in order to ascertain the identity of the holder of the PEC mailbox, which may be performed in the manner indicated in the Addendum to the Operating Manual available at the following page <https://www.pec.it/termini-condizioni.aspx>.

**REM "Registered Electronic Mail"**: a particular qualified certified electronic delivery service based on mail protocols defined pursuant to art. 44 Regulation [EU No. 910/2014 - eIDAS](#).

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

**Automatic Renewal**: option allowing for automatic renewal of the Service on its expiry for a period equal to the initial one. Unless otherwise intended and stated by the Customer according to the procedures indicated during the ordering process, this option will be activated automatically if the Customer chooses to pay for the Service by Credit Card or PayPal, in accordance with the terms of article 6 of Section I of the Conditions;

**Certified E-mail Service - PEC:** the Certified E-mail (PEC) box or boxes, and other additional services, defined within a certified domain which has/have been granted for use by the Customer.

**Certified Electronic Mail Service compliant with European standards:** the service that, through the Identification process, enables the holder of the Certified Electronic Mailbox to be identified with certainty and for this identification to be associated with all the boxes of which he/she is the holder. This service will be automatically transformed into REM.

**Supervisor360 user:** the Account equipped with specific functionalities that can be enabled by Aruba customers, subject to their specific delegation, to manage the certified email accounts according to the specific permissions received, as better described in the guides available at this link <https://guide.pec.it/supervisore360.aspx>.

**User:** natural person to whom the Customer grants the use of the individual PEC Box, but to whom no rights and/or obligations under this Agreement are assigned.

## General Clauses

### 1. Duration and renewal of the Certified Email Service

**1.1** Without prejudice to the provisions of Art. 6 of Section I of the General Conditions and without prejudice to the provisions of paragraph 2 below, the service shall have the duration indicated on the Order Form from the date of the Activation Confirmation and shall be renewed at the frequency indicated on the same form.

**1.2** The service relating to the PEC boxes whose term, as provided for in Art. 6.4 of Section I of the General Conditions, is 90 (ninety) days starting from the date of expiry of the Service; it is however understood, and the Customer acknowledges and accepts, as of now, that once the Service has expired, in the absence of renewal or, having activated the "Tacit Renewal" option, in the absence of valid credit in favour of the Suppliers, the Certified Mail Boxes shall be suspended and the Customer shall not be able to access or use the Service.

**1.3** If the period of 90 (ninety) days from the expiry date, which must be considered non-extendable and essential, has elapsed without any action being taken, the termination condition being applied, in addition to the period not exceeding 7 (seven) days for administration (for example, the handling of collections, the technical handling of operations), the Certified E-mail accounts will be deactivated and the contained data permanently deleted, the Suppliers explicitly decline all liability. The Customer will therefore be required to keep a backup and/or copy of the content of the Certified E-mail inboxes before the expiry date, as the Suppliers will not guarantee recovery of the messages following non-renewal.

### 2. 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 the login credentials. Notwithstanding the provisions of article 10.7 of the General Terms and Conditions – Section I, the Customer has the option of deciding, at his/her own exclusive risk, whether and in what way to grant others access to the Service; in such cases, even if access is granted to others via the services provided by the Suppliers, the Customer declares that: (i) he/she is solely and exclusively responsible for such access, being liable for it and for the activities resulting therefrom as if they had been carried out by the him/herself, and (ii) he/she hereby undertakes to indemnify and hold the Suppliers harmless from any request or claim made by anyone for damage caused to them by or through use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform the Suppliers if such action is brought against him/her.

### 3. PEC Box Location

**3.1** The Customer expressly acknowledges and accepts that

a) the PEC boxes have the capacity indicated in the individual offer chosen by the Customer. The Customer acknowledges and accepts that it is the Customer's sole responsibility to delete messages in order to free up space.

b) The PEC boxes are and remain enabled to receive messages in the following cases

- in cases in which the content of the PEC boxes has reached the maximum nominal capacity quota indicated in the individual offer chosen by the Customer (so-called PEC boxes in 'over quota');

- in cases of non-renewal of the PEC boxes, during the 90-day period starting from the expiry date referred to in Article 1.2 above

c) when the PEC boxes are in 'over quota' they continue to be accessible and enabled to receive incoming messages but are not enabled to send outgoing messages.

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

d) in the case of expiry of the service without the term of 90 days foreseen in art. 1.2 having elapsed in its entirety, for the purpose of renewing the service, the PEC boxes shall continue to be accessible and enabled to receive incoming messages, but shall not be enabled to send outgoing messages; once the term of 90 days referred to in art. 1.2 has elapsed, the Customer shall no longer be able to access the PEC box, but may only ask the support service to retrieve the messages received within the 7 days indicated in art. 1.3 of these Conditions.

3.2 In any case, the Customer acknowledges and accepts that in the cases expressly indicated in art. 3.1 above, the PEC Boxes shall continue to be enabled to receive incoming messages with all legal consequences regarding their receipt by the Customer. The Customer therefore undertakes to indemnify or hold harmless the Suppliers as of now from any and all liability from any request or claim made by anyone for any damages suffered as a consequence of receiving mail messages during the period in which the box was in the over quota status, or after its expiry, in the latter case for the period following said expiry as determined in the previous art. 1.2. above. In the event of improper use by the Customer of the characteristics of the PEC boxes indicated in this article, the Suppliers reserve the right to withdraw from the contract at any time without obligation to give reasons, with a 30-day notice.

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

## 4. Additional services

Except as provided in the art. 6 below, the Customer, who has been assigned a PEC Box, has the right to purchase, by means of a specific online order and payment of the relative fee, one or more of the Additional Services listed at [www.pec.it](http://www.pec.it). The Customer acknowledges and accepts that the Additional Services are provided subject to the manner, terms and technical and financial characteristics indicated on the corporate website and on the support website, in the specific sections dedicated thereto, which the Customer declares to have viewed and accepted and to which full reference is hereby made. It is recognised that, regardless of the time of their activation, the Additional Services will have the same expiry date as the Certified E-mail Box with which they are associated and may not be purchased during the 3 (three) months preceding the aforesaid expiry date. Activation and supply of the Additional Services are not governed by these Supply Conditions.

## 5. Documentation

The Customer acknowledges that, as required by current legislation, during transmission of the certified email message, the Operator keeps track of the operations performed by means of an appropriate message log. The data contained in the aforesaid log are stored by the certified e-mail operator for thirty months. Therefore, within this period of time, the Customer may ask the Suppliers for an extract of the log file relating to a message in his/her PEC Box, specifying the date on which it was sent and received, the PEC addresses of the sender and recipient (s) and optionally the subject of the message. As regards any other logs generated and stored by the Suppliers, they will be displayed in accordance with current legal provisions and will constitute full and incontrovertible evidence of events and actions performed by the Customer in relation to the Suppliers.

## 6. Limitation of Suppliers' Liability

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

- a) caused by a failure to store messages sent and/or received and/or stored through the Service, it being understood that such liability is accepted exclusively by the Customer;
- b) incurred by the content of messages sent and received via the Service, it being understood that the civil and criminal liability for the content sent via the Service is and remains with the Customer;
- c) those of whatever nature, by whomever suffered, resulting from a failure to send or deliver messages.

The above is subject to the limitations stated in article 9.2 and 9.5 of the General Conditions - Section I.

6.2 Notwithstanding the foregoing, should the Service be defined within a certified domain not assigned to the Suppliers and therefore not under their control and/or management, the Customer, as of now, acknowledges and accepts that the Service purchased may be provided with particular limitations (for example, limitations to its duration, possibility of early termination and/or deactivation of the Service, limitations on the possibility of renewal), thus relieving the Suppliers from any liability for any damages, direct or indirect, of any nature or kind, suffered and to be suffered for or because of the aforesaid limitations and/or deriving from any operation carried out by the assignee/owner of the certified domain on which the Certified E-mail Box object of the Service is defined.

**6.3** With specific reference to the Supervisor360 User, the Customer acknowledges and accepts that, following his specific delegation made in favour of the Supervisor360 User, the latter will be enabled to operate in the name and on behalf of the Customer, as better described in the following link <https://guide.pec.it/supervisore360.aspx> . Therefore, any operation performed through the Supervisor360 account on the Customer's PEC boxes is presumed to be performed with the prior consent of the Customer, who will not be able to raise any kind of objection to the Suppliers about any operation performed through the Supervisor360 account without his authorization, relieving the Suppliers from any responsibility for any illegitimate act performed through the Supervisor360 account. To this end, regarding the operations made possible through the Supervisor360 account, the Customer acknowledges and accepts, for him/herself and for the third parties to whom he/she has allowed, for any reason, to use the Supervisor360 Service on the PEC Boxes, that these operations will be executable only to the extent and within the limits of the permissions granted by the Customer in the type, with the modalities and limitations reported in the technical specifications at <https://guide.pec.it/supervisore360.aspx> .

**6.4** It is understood that the Suppliers remain extraneous to the relationships between the Customer and the subject to whom the Supervisor360 User is made available, which are subject to private negotiation between them; therefore the Customer acknowledges and accepts to keep the Suppliers indemnified from any claim, action and/or request for compensation or damages by anyone made against them due to the activities connected to the relationship between the Customer and the Supervisor360 User.

## 7. Deactivation of the Service prior to expiry

**7.1** Without prejudice to the provisions of the Special Clauses, the Customer acknowledges and accepts that he/she may request the deactivation of one or more of the PEC Boxes activated with the Service, prior to their expiry date, in the manner indicated in Article 13 of the General Conditions - Section I. Whenever the PEC Boxes are deactivated on a date that precedes the expiry, the Customer is required to make no further use of them.

**7.2** Should the right of withdrawal from the Contract or the Service be exercised by the Customer or the Suppliers, once the notice period indicated therein has elapsed, the PEC Box (es) will be deactivated and disabled at any time. In this event, the Suppliers will refund to the Customer for the portion of the price for the Service as stated in article 13 of the General Conditions - Section I.

## 8. Naming of Aruba PEC and External Data Processors

By entering into this Contract, the Suppliers are appointed by the Customer as Data Processors of the personal data communicated by the Data Controller, as described in Article 22 of the General Terms and Conditions.

## Particular Clauses – Aruba Account and PEC Box Holder

The conditions relating to the Aruba Account and the PEC Box Holder are indicated below ("PEC Box Holder").

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

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

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

### Activation of the Service

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

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

### Service Provision

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

### Duration and Renewal of Service



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

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

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

**Termination and cancellation of the Service**

The Service will be deactivated after the termination of the Contract for whatever reason. The Aruba Account and the PEC Account Holder accept that, in case of non-renewal of the Service, at the expiration date of the Service and in any case at the termination of the Contract for whatever reason, the Parties will be automatically released from their respective obligations; In case of termination of the Service, therefore, the PEC Box Holder shall no longer be able to access and/or use the PEC box.

Event	Consequences for the PEC Box Holder
Termination for any reason of the provision of the Service (e.g. natural expiration of the Service, failure to renew it within the contractually agreed terms; withdrawal; deactivation of the Aruba Account to which the service is associated, etc.)	<ul style="list-style-type: none"> <li>- Inability to access one's PEC box;</li> <li>- Disabling one's PEC box to receive and send PEC messages;</li> <li>- Deletion of contents within one's PEC box;</li> </ul>
<p><b>Highlights:</b></p> <ul style="list-style-type: none"> <li>▪ The Suppliers, following the non-renewal of the Service by the Aruba Account, do not guarantee the recovery of the messages;</li> <li>▪ The PEC Account Holder accepts that it is his/her sole responsibility to keep a copy of the back-up of the contents. In any case of termination of the service, the holder of the PEC box cannot recourse against the Supplier in case of cancellation of the contents hosted within the Service;</li> <li>▪ The holder of the PEC account may request the Suppliers to deactivate one or more PEC boxes in his name directly according to the contact channels indicated in the General Conditions, or through the Aruba Account;</li> <li>▪ Except as indicated in Article "1. Duration and renewal of the Certified Email Service" - General Clauses;</li> </ul>	

**3. Rights and Obligations**

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

**Aruba Account:**

- **Purchase and renewal of PEC boxes:** The Aruba Account provides on its own initiative and autonomously to purchase and renew the Service, obtaining the prior consent to the registration of the PEC boxes from the respective PEC Box Owners; The Aruba Account is the only and exclusive subject who can carry out the management operations of the purchase orders and/or renewal of the Service itself (ex. order forwarding, order payment, order cancellation, etc.);
- **Accuracy of the data:** the Aruba Account certifies the accuracy and truthfulness of the data provided for the purposes of the Contract, also undertaking to promptly communicate any change or update to the Suppliers. He/she is therefore responsible for the management of his/her own data and/or information and/or content and/or that of third parties provided and processed for the purposes of activating and/or renewing the Service.

- **Data processing:** the Aruba Account guarantees that, with reference to the third party data processed during the purchase order and/or renewal of the service, it has preliminarily provided them with the information prescribed by EU Regulation 2016/679 and has established an appropriate legal basis for the processing.
- **Aruba Account Management:** The Aruba Account is the subject who is exclusively responsible for the management of his/her own Aruba account identified as username (e.g. [123456@aruba.it](mailto:123456@aruba.it)) and therefore he/she is solely and exclusively responsible for
  - loss and/or disclosure of the access codes to your Aruba Account;
  - the suspension and/or deactivation of the Aruba Account due to any cause and of the consequences related to it for the PEC Box Holder (ex. impossibility to access the PEC Box due to the cancellation of the Aruba Account).

### PEC Box Holder

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

## Particular Clauses - PEC Digital Preservation Service

### 1. Definitions

Where mentioned in this Section and in the other documents referred to therein, the terms below shall have the following meaning:

**Account:** an account that has different features depending on the type chosen by the Customer when placing the order, which allows it to access the Panel.

**Alteration agent:** any code contained in an electronic document that may potentially change representation of the information without altering its binary content (including, but not limited to: macros, hidden executable codes, entirely or partially hidden worksheet formulas, sequences of characters hidden within electronic documents);

**Entrustment deed:** if present, the document by means of which the Customer appoints and entrusts Aruba Pec with the role of Storage Service Manager of the digital documents indicated in the Preservation Schedule

**Information Package Producer:** the natural person, normally different from the person who drew up the document, who produces the Information Package and is responsible for transferring its content into the storage system. If the Customer is a Government Authority, the Producer of the Submission Packages is the person responsible for document management;

**List of People:** List of persons designated by the Customer, also through the Panel if provided for in the procedure of the relevant Service, to act on its behalf, account and interest with the Suppliers for the performance of the contract;

**Manual:** the Digital Electronic Document Storage System Manual drawn up by Aruba Pec, accepted and fully endorsed by the Customer, available for download at [https://www.pec.it/documents/tc-files/it/43\\_manualeconservazionearubapec.pdf](https://www.pec.it/documents/tc-files/it/43_manualeconservazionearubapec.pdf)

**Panel:** the area that Aruba makes available to the Customer for managing the Services through a secure app available via the website using his/her own access Credentials;

**Service (s):** the PEC Digital Preservation Service, as selected by the Customer on the Order Form, as well as any Optional Services that the Customer may request to activate, upon payment of the relevant fee and under the additional Conditions provided for in this Section, all as described in greater detail in the Technical Specifications and in the Manual (jointly referred to as "Services");

**Storage Manager:** the Customer, or the person appointed by him/her and included in the List of People, who is entitled to entrust third parties with performing some or all of the activities required of him/her in accordance with current legislation;

**Storage Service manager:** Aruba Pec after being delegated by the Storage Manager, including through the Customer according to article 6.1.1, to perform the activities stated in the Deed of Delegation referred to in article 10 of this Section V;

**Storage Schedule(s):** List of electronic documents (PEC) the Customer submits for storage with the Contract;

**Stored document controller:** the natural person or legal entity, which is the Customer unless otherwise indicated, who produces the documents to be stored and entrusts their storage to the Storage Service Manager;

**SLA:** the service levels stated in the User Manual and/or in the Technical Specifications.

**User:** the natural person or legal entity or other company or entity that, being entitled to do so, requests access to documents from the Preservation System in order to acquire the information of interest within the limits provided for by law.

## 2. Purpose

The PEC Digital Preservation Service enables the preservation - for the period established in the Contract - of the computer documents of which the Customer is the owner or when permitted by the Technical Specifications of the Service. This service may be purchased as an optional service of the Certified Mail Service for the preservation only of the Certified Electronic Mail messages sent or received through the Certified Mail Service activated by the Customer.

## 3. Service: method of use, configuration, support and maintenance

**3.1.** The following roles are identified for the purposes of the Storage Service:

- a) Information Package Producer
- b) Storage Manager;
- c) Storage Service Manager;
- d) User.

**3.1.bis.** The Information Package Producer shall be the sole responsible for:

- (a) all the effects of the documents deposited in the Storage System;
- b) the contents of the Information Package that it transmits to the Storage System in the manner, terms and in accordance with the provisions of the Contract, including the Manual.

**3.2** The Storage Manager; is responsible for transmitting the contents of the pouring package, which he produces, to the Storage System in accordance with the operating methods defined in the Manual.

**3.2.bis** The document categories for which the Storage Service is activated are those stated on the Storage Record Sheet. It is understood that if the Customer intends to submit for storage electronic documents belonging to different and/or additional types/categories to those stated in the Storage Record Sheet, he/she must make an appropriate written request to the Suppliers, attaching thereto a new Storage Record Sheet, prepared by the latter, without prejudice to the procedures and restrictions stated in the Manual and the Contract. In any case, the Customer acknowledges and accepts that he/she shall be solely responsible for any documents whose format and/or characteristics do not comply with the provisions of the Manual in accordance with current legislation on the subject that he/she has deposited in storage and which have been accepted by the Suppliers for any reason whatsoever; the Customer also acknowledges and accepts, as of now, that the Suppliers do not guarantee in any way the validity and/or authenticity and/or legibility and/or integrity in accordance with the law of the documents deposited for preservation that do not have format and/or characteristics that comply with the Manual in accordance with the relevant legislation in force, and accordingly by sending the request to deposit such documents for preservation, the Customer hereby releases the Suppliers from any and all liability in this regard, direct and/or indirect, and waives any right and/or claim of its own and/or of third parties against the same Suppliers.

**3.3.** Notwithstanding the foregoing, the Storage Service is configured in the manner requested by the Customer and also by taking into account, for each type/category of document, the specific parameters stated in the Contract and Storage Record Sheet.

Unless otherwise agreed in a specific separate agreement between the Parties, and subject to the terms of Section I of the Conditions, the technical support is provided exclusively within the timescales and according to the procedures stated in the Contract and in the Technical Specifications. In any event, the Customer is required to promptly notify the Suppliers of any irregularities or malfunctions that he/she may find with the Service.

**3.4** Any anomalies of the Service may not be considered as cause for possible damages or as obstacles or blockages to the normal operations of the Customer while all the minimum means necessary to continue to use the Service as per the procedures referred to in the previous paragraph are available.

## 4. Rules and delegations

The Customer acknowledges and accepts that, once the Service has been activated, Aruba Pec will be understood to have accepted the appointments and/or delegations referred to in article 8.

## 5. Duration of the Service and termination

**5.1.** The PEC Digital Preservation Service is an optional service of the Certified Electronic Mail Service.

For this reason, in the event of failure to renew the Certified Email Service within the 90-day deadline, as indicated in Article 1.2 of Section IV - Particular Conditions of Supply of the Certified Email Service, upon the expiration of said deadline, the PEC Digital Preservation Service under this contract shall also be automatically deactivated.

The electronic documents sent for preservation through the PEC Digital Preservation Service shall therefore be retrieved by the Customer - therefore, there is no obligation for the Suppliers to materially return the preserved electronic documents - in accordance with the procedures set forth in the Manual and in the Contract. Once the term referred to in Article 1.2 of Section IV above - Particular Conditions of Supply of the Certified Electronic Mail Service has expired, the Suppliers reserve the right to delete the electronic documents and the related metadata deposited for preservation (and all related backup copies).

**5.2.** The Customer is aware of its exclusive obligations under applicable law regarding the minimum retention period and access to the relevant electronic document, and therefore acknowledges and agrees that termination of the Contract, for whatever reason, involves the automatic termination of the Service. In this event, the Customer shall be:

- i) prevented from submitting new documents to the Storage System; and
- ii) allowed to withdraw the electronic documents contained in the Storage System in accordance with the procedures and by the deadlines established in the Manual and the Contract, subject to the provisions of paragraph 5.4 below.

**5.3** In the event of expiry of the Service, the Suppliers shall enable the Customer to retrieve its documents, no later than 90 (ninety) days from the date of such expiry. The electronic documents must be withdrawn by the Customer according to the procedures established in the Manual and Contract. It is not therefore the responsibility of the Suppliers to physically return the electronic documents stored. Upon expiry of the aforementioned period or in the event of withdrawal, termination or exercise of the right to erasure pursuant to Art. 17 of EU Reg. 2016/679, the Customer hereby authorises the Suppliers to delete the computer documents and the attached metadata deposited in storage (and all related backup copies). Subject to the above, the electronic documents originally submitted by the Customer to the Storage System will be returned to the latter in their original format, unless the aforesaid documents have been converted into another format to overcome the obsolescence of the original format; in the latter case they will be returned in the converted format. The metadata associated with the electronic documents originally supplied by the Customer will be returned at the same time.

**5.4** Without prejudice to the other relevant provisions contained in the Contract, the Customer holds the Suppliers harmless from any and all liability for non-renewal of the Service and undertakes to indemnify and/or hold the Suppliers harmless from any claim for compensation made by anyone.

## 6. Customer's Rights and Obligations

**6.1** Assuming all risks and responsibilities in this respect, the Customer declares and guarantees, with reference also to article 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that:

- a) if he/she has designated his/her own Storage Manager, he/she has received the latter an appropriate and currently valid authorisation to fulfil the appointments; and
- b) that the parties designated by the Customer by means of the List of People have been assessed by the Customer as experts who are reliable and able to interact independently with the Suppliers and the storage system they provide, and furthermore that the aforesaid parties are bound in writing to respect the provisions of the Contract, the Manual and industry regulations, including privacy regulations. The Customer also undertakes to keep the data entered up to date. The Suppliers shall be held harmless from any and all liability for any claims for damages, direct or indirect, made by anyone for facts attributable to them.

**6.2.** The PEC messages to be submitted for preservation shall be deposited through the Panel and in accordance with the Technical Specifications and as set out in the Manual.

Unless otherwise specifically agreed, the PEC messages will be stored in the same format as they were at the time they were deposited for preservation by the Customer.

**6.3** The Customer agrees and accepts, as of now, to grant to Aruba PEC, temporarily, for the duration of the Contract and free of charge, the intellectual property rights necessary for the regular performance of the services provided in the same Contract for the Services, without this giving rise to any obligation for Aruba PEC and without prejudice to the ownership of said intellectual property by the Customer.

If the intervention of a Public Official is required, the Customer is required to provide the Suppliers with the assistance and resources needed, including financial resources, for the activities the Suppliers will assign to the same. In any event, the Customer is and remains the sole and exclusive controller of the electronic documents and data submitted by him/her for storage, expressly assuming the fullest responsibility for their content; for this purpose, the Customer hereby relieves, and in any event undertakes to indemnify and/or hold harmless the Suppliers, against any obligation and/or responsibility to perform any direct and/or indirect verification and/or checks in this respect.

**6.4** The Customer acknowledges and accepts that:

- a) for the entire duration of the Contract and at any time the Storage System is able to display the electronic documents stored therein;
- b) subject to the foregoing, the receipt and display of the electronic documents may only take place electronically and only on receipt of a specific request presented by the authorised parties;
- c) only the Customer and the User, and their appointees acting on their behalf, if specifically authorised, may submit a request to the Storage System for access and display of the electronic documents stored, to obtain information of interest to them, subject to legal restrictions. This information is supplied by the Storage System in accordance with the procedures stated in the Manual;
- d) the display of the electronic document obtained by querying the Storage System or by viewing the optical media constitutes a full and legally valid display.

**6.5** If the Customer uses the Service for the storage of documents owned by third parties, the Customer is expressly forbidden from allowing these third parties in any way, either directly or indirectly, to submit the documents and in any event to access the Service, which remains exclusively reserved solely for the Customer.

The Customer agrees to do everything in his/her power to inform such third parties of all the provisions of this article.

**6.6** Any direct or indirect breach of the aforementioned obligations, including breaches through other parties, entitles and authorises the Suppliers to terminate the Contract with immediate effect.

**6.7** 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 submit for storage only PEC messages and documents which are legally and fully available to him/her;
- b) not to submit for storage, transmit, send or disclose through the Service PEC messages 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 the parties authorised to access it, the Suppliers being completely exempted from any liability and from any obligation to perform verifications in this regard;
- c) to produce the documents submitted for storage in a static and non-editable form
- d) to use the Service in compliance with the provisions of the Contract, including the Manual, in accordance with current legislation, ethics and public order;
- e) to guarantee that the electronic documents submitted for storage are free of Alteration Agents;
- f) to send the submission packages and the respective electronic documents to the Suppliers as and when established by the standards, in accordance with the technical specifications and usable formats for the Storage System stated in the Manual and in the Storage Record Sheet;
- g) to perform any further and/or possible fulfilment with the competent Authorities that may be required as a consequence of the Storage System of the electronic documents referred to in the Contract.

**6.8** It is also understood that the Customer assumes all civil, criminal and administrative liability in relation to the content of the computerised documents stored and undertakes to hold the Suppliers harmless from any third-party claims or prejudicial consequences that may arise in this regard.

**6.9.** The Customer must associate each category/type of uneditable PEC messages with the metadata required by law (including tax law) and the technical rules contained in article 71 of the CAD and, more generally, in current relevant legislation or any other metadata stated in the Storage Record Sheet; the aforesaid metadata must be generated by the Customer during the phase of producing/creating/issuing the electronic documents.

Electronic documents shall be submitted to the Storage System electronically by, at the expense of and under the exclusive responsibility of the Customer, who must generate one or more information packages for each Controller and in relation to each category/type of document, in the manner, within the deadlines and in the format required by the Manual.

The success of the submission operation is verified via the submission report produced by the Storage Manager or Storage Service Manager in accordance with the provisions of the Manual.

**6.10** During the term of the Contract, the Customer, under his/her exclusive responsibility and in any case only as allowed by law, may delete the electronic documents held in storage.

## 7. Obligations and liability limits of the Suppliers

**7.1** For the entire term of the Contract, the Suppliers agree to make available to the Customer an efficient and legally compliant Storage System accessible via the web, which operates in accordance with organisational models that ensure its logical and physical separation from the Customer's document management system.

**7.2** With regard to the software program used to deliver the Service, the Suppliers guarantee:

- that functionality will be restored in case of malfunction of the system and/or environment software, also as stated in the Manual;
- the enhancement of the functions of the software applications resulting from new innovative releases of the system and/or environment software;
- the adaptation of the software to the evolution of relevant current legislation.

**7.3** The Customer acknowledges that the Suppliers have 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, the Suppliers will not be held liable for illegal actions perpetrated by third parties to the detriment of the Customer during use of the Service via the Internet connection.

**7.4** Without prejudice to the cases that are mandatory by law, in no other case, for any reason whatsoever, shall Suppliers be liable to the Customer, or to other parties directly or indirectly connected or related to the Customer, for damages direct or indirect, loss of data, alteration of the semantic content of documents, infringement of third party rights, delays, malfunctions, interruptions, total or partial, occurring in connection with the provision of the Service, where connected, directly or indirectly, or deriving from it:

- a) the presence of viruses, errors or, more generally, the presence of any Alteration Agent in the electronic documents, data and/or files delivered by the Customer to the Suppliers for performance of the Service;
- b) the failure on the part of the Customer to comply with the obligations and terms for the formation, transmission, shipment, delivery, payment, control and verification of the electronic documents and/or data relating to the performance of his/her activities established in the Contract included in the Manual;
- c) the non-integrity of the representation (on video or in print) of the data or facts contained in the electronic documents or their illegibility, if the Customer has failed to comply with formation/production/issue of the electronic documents in the formats required by the Contract and/or the Manual;
- d) the data, facts and/or information contained in the electronic documents, which will be determined only and exclusively by the taxpayer or the Customer with exemption from any liability towards third parties, including the tax authorities.
- e) 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 and safety legislation, etc.);
- f) the Customer's use, for the purpose of signing the electronic documents submitted for storage of signature certificates that are invalid, expired or not renewed by the deadline set for Closure of filing packages.

**7.5** In any case, it is understood that for the purposes of classification of the documents submitted for storage, the Suppliers will comply with the classification requirements specified by the Customer in the metadata associated with the respective electronic documents. Aruba PEC is hereby authorised to reject the Information Packages that do not comply with what was stated by the Customer in the storage record sheet or in any case do not comply with the Storage Manual; therefore, the Customer acknowledges and accepts that such non-conforming Information Packages will not be put into storage, and any liability borne by Aruba PEC is expressly excluded.

## 8. Appointment of Aruba PEC as Storage Service Manager

**8.1** By accepting the Conditions, and in relation to the PEC Digital Preservation Service, ARUBA PEC is formally entrusted by the Customer, subject to a separate and specific delegation issued for this purpose by the Storage Manager, with performing the following activities:

- a) defining the characteristics and requirements of the storage system based on the type of documents to be stored, of which he/she has evidence, in accordance with current legislation, including management of the agreements, the definition of technical and operational aspects and the means of transfer by the Customer of the electronic documents submitted for storage;
- b) managing the storage process, ensuring compliance with current legislation over time;
- c) generating the submission report, in accordance with the procedures stated in the Manual;
- d) generating and signing the distribution package with a Digital Signature in the cases required by the Manual;
- e) monitoring the proper operation of the storage system;
- f) ensuring the periodic verification, at intervals of no more than five years, of the integrity of the archives and their legibility;

- g) in order to guarantee storage and access to electronic documents, adopting measures to detect any degradation of the storage systems and records and, where necessary, restore proper functionality; adopting similar measures in respect of obsolete formats;
- h) duplicating or copying electronic documents in keeping with developments in technology, as required by the storage manual;
- i) taking the measures required for the physical and logical security of the storage system pursuant to article 12 of the Prime Ministerial Decree;
- j) requesting the presence of a public official, in the cases where his/her presence is required, providing him/her with the assistance and resources required to perform the activities assigned to him/her; any resources, including those of a financial nature, which are required for the performance of the activities assigned to the public official must be guaranteed and supported entirely by the Customer; therefore, if the Customer has not borne them directly, ARUBA PEC is hereby authorised to charge the Customer all the costs and expenses, including the fees for the activities carried out by the Public Official, if legislation requires his/her presence;
- k) providing the relevant bodies stated in current legislation with the assistance and resources needed for the verification and supervision activities to be carried out;

**8.2** Aruba Pec, in light of the terms of article 44 of the CAD, will be required to verify that the electronic document storage system guarantees:

- maintenance of a unique identification of the subject who created the electronic document;
- integrity of the electronic documents placed in storage;
- legibility and easy traceability of the documents and identification details, including the original registration and classification data, in the manner and in accordance with the terms stated in the Manual;
- compliance with technical and organisational measures as provided for in Regulation (EU) 2016/679.

**8.3** It is understood that:

- a) Aruba PEC will not be responsible for any non-fulfilment or incorrect fulfilment of the duties placed on it as Storage Service Manager in all cases in which the non-fulfilment or incorrect fulfilment is not attributable to it, including, but not limited to, force majeure, natural disasters, war, actions by the Authorities;
- b) Aruba PEC will have no obligation/duty to process the electronic documents submitted for storage in order to extract the respect metadata which, therefore, must be supplied and associated with the respective documents exclusively by and at the expense of the Customer.

**8.4** Aruba Pec, as the Storage Service Manager, may also operate through one or more individuals appointed by it to carry out activities intended for storing the electronic documents in the context of supplying the Service.

**8.5** Aruba Pec may delegate natural parties or legal entities, fully or partially, even from outside its own organisation, to perform individual functions or stages of the storage process.

**8.6** This appointment of the Storage Service Manager will have the same duration as the Contract.

## 9. Suspension of the Service

**9.1** Subject to the provisions of article 12 of Section I of the Conditions and without prejudice to the application of article 9 below, at their discretion and without the exercise of said right being open to challenge as a default or breach of the Contract, the Suppliers reserve the right to suspend the Service, even without notice, in the event that the Customer has used up the space made available to him/her.

**9.2.** The Customer releases the Suppliers from all and any liability or third party claim due to any termination, suspension or interruption of the Service occurring as required by the Contract.

## Particular Clauses - Activation of the Certified Mail Service compliant with European standards

### 1. Activation and features of the Service

**1.1** The Service referred to in these conditions consists of the supply to the Customer by Aruba Pec, Qualified Trust Services Provider, of the Certified Electronic Mail Service which through an Identification process guarantees to uniquely ascertain the identity of the owner of the PEC Box(es), in the manner and with the characteristics and under the terms provided for in the Operating Manual and the Addendum available at <https://www.pec.it/termini-condizioni.aspx>. This Service has the legal value attributed to the PEC pursuant to Legislative Decree no. 82 of 7 March 2005 and subsequent amendments and additions.

**1.2** The Customer acknowledges and accepts that the activation of this Service is subject to the following requirements:

- successful identification process;
- activation and maintenance of a two-factor authentication mechanism to access his/her PEC mailbox.

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

**1.3** The Service, in accordance with the applicable regulations, shall be automatically transformed, without prejudice to the requirements defined in Article 1.2 above of these Special Conditions, into a REM "Registered Electronic Mail" qualified certified delivery service, based on electronic mail protocols as defined pursuant to Article 44 EU Regulation No. 910/2014 - eIDAS as governed by the Operational Manual/CPS of choice.

## 2. The Customer's Obligations

**2.1** The Customer undertakes to provide, with a guarantee of truthfulness and correctness, pursuant to Art. 46 DPR 445/2000 as amended and supplemented, the data and information necessary for its correct Identification, as defined in the Manual/CPS, available at <https://www.pec.it/termini-condizioni.aspx>.

**2.2** Should the Customer, on identification, including by the use of false documents, have concealed his/her true identity or falsely declared that they are another party, or acted in such a way as to compromise the identification process, the Customer acknowledges and accepts that he/she will be held liable, including criminally, for the false declarations and/or the use of false documentation and shall also be considered solely liable for all damages that have been and may be suffered in future by the Suppliers and/or by third parties due to the inaccuracy and/or falsehood of the information communicated, hereby assuming the obligation to hold the Suppliers harmless from any claim, action and/or request for indemnity or compensation for damage that may be brought against them by anyone.

**2.3** The Customer undertakes to notify Aruba Pec of any update to the information provided during the identification phase (first name, surname, tax code, VAT Reg. No., name or company name). The Suppliers are not responsible for any failure to update this information.

**2.4** The Customer shall be obliged to take all precautions and measures to preserve the security of the Credentials provided by the Suppliers during registration. The Customer undertakes to report immediately to the competent authorities in the event of loss or misappropriation of the Credentials and to promptly provide the Suppliers with a copy of said report, within 30 days in any event.

**2.5** Any breach, whether direct or indirect, of the above obligations shall entitle and authorise the Suppliers to terminate the Contract with immediate effect. In the event of a violation of one or more of the above obligations/undertakings, the Customer undertakes to indemnify and hold harmless the Suppliers against any harm, responsibility and/or liability, whether direct or indirect, including legal costs, which the Suppliers may incur or bear as a consequence of the non-fulfilment reported, including any arising from compensation claims made by third parties. In such a case, the Suppliers shall have the right to intervene in the form and manner they deem appropriate to eliminate, where possible, the violation and its effects, or to suspend or interrupt the Service, and they reserve the right to terminate the Contract pursuant to Article 14 of Section I of the Conditions.

## 3. Obligations and liability limits of the Suppliers

**3.1** The Suppliers may delegate, in whole or in part, to third parties, including those outside its own organisation, the execution of the Identification process phase, in accordance with relevant applicable legislation, but it shall remain fully liable to the Customer for the execution and supply of the Service itself, and shall be accountable itself for all activities of the delegate as though they had been carried out by Aruba Pec itself. The Suppliers guarantee that such parties, when delegated, are required to adopt all security measures stipulated by them and comply with all the provisions of existing legislation.

**3.2** The Suppliers guarantee that:

- a. the exchanges of communications will continue to have full legal value based on the regulations applicable to the Service;
- b. The identity of the Data Controller, if he/she is the sender or recipient of a PEC message, is not shared with the sender/recipient of the message, this information being shared only with the Suppliers.

**3.3** The Customer acknowledges and accepts that the requirements set forth regarding his/her identification and the use of a two-factor authentication mechanism are essential in order to provide the Service which can only be activated by the Suppliers after the fulfilment of those requirements and the Suppliers are therefore relieved of any burden and/or responsibility if, also after the purchase or assignment of the REM "Registered Electronic Mail" box or after the transformation of the PEC Service in qualified certified delivery service, the Suppliers do not proceed, according to the provisions of the Operating Manual/CPS, to carry out the necessary activities to comply with such requirements, the provisions of art. 5 of the General Clauses.

**3.4** The Customer acknowledges that the Suppliers have 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, the Suppliers decline all liability for illegal actions perpetrated by third parties to the detriment of the Customer during use of the Service with the Internet connection.



## 4. Reference

For anything not expressly stated in these Special Clauses, please refer to the General Clauses and the Manual.

### Multi-user PEC Service

**Features:** The " Multi-User PEC" Service allows the PEC Box Holder to create additional users through a secure web interface. These additional users can be delegated to manage the PEC messages of one or more PEC boxes, according to the technical and economic characteristics established in the Contract and in the Technical Specifications. The Service is governed by the terms and conditions published on [https://www.pec.it/documents/tc-files/en/01\\_conditionssupplypecandtrustservices.aspx](https://www.pec.it/documents/tc-files/en/01_conditionssupplypecandtrustservices.aspx) and has an indefinite duration, unless terminated for any cause, without liability for the Suppliers. If the Service is not used for a continuous period of 12 months, it will be deactivated and cancelled in the manner specified in the Technical Specifications.

**Management of the Multi-User PEC Service:** The PEC Box Holder undertakes to comply with the provisions concerning the use of the Multi-User PEC Service. The operations performed through the additional users are under the sole responsibility of the PEC Box Holder, who must independently indicate the PEC boxes to be managed and obtain consent from the respective holders. The PEC Box Holder releases the Suppliers from any liability for the use of the PEC boxes managed through the Multi-User PEC Service and undertakes to keep the PEC boxes and other addresses associated with the Service active and functional. The additional users have the same expiry date as the main Service, and when the latter is renewed, the associated optional services will also be renewed. The holder of the PEC box assumes civil, criminal and administrative liability for the operations connected to the use of the user and undertakes to indemnify the suppliers against any third party claims and any damaging consequences.

The Suppliers are not responsible for the activities carried out by the users and persons delegated by the Holder of the PEC box through the services provided. Suppliers guarantee the provision and use of services in accordance with the Technical Specifications and the contract, but do not guarantee perfect results for specific purposes.

## SECTION V - SPECIAL CONDITIONS FOR PROVISION OF THE DOCFLY DIGITAL PRESERVATION AND ELECTRONIC INVOICING SERVICES

### 1. Definitions

Where mentioned in this Section V, and in the other documents referred to therein, the terms below shall have the following meaning:

**Account:** an account that has different features depending on the type chosen by the Customer when placing the order, which allows it to access the Panel.

**Alteration agent:** any code contained in an electronic document that may potentially change representation of the information without altering its binary content (including, but not limited to: macros, hidden executable codes, entirely or partially hidden worksheet formulas, sequences of characters hidden within electronic documents);

**Delegation of Invoicing:** document contained in article 11 of this Section V whereby the Customer, having drawn up the Invoice(s) with the data and information in his/her possession, expressly appoints Aruba Pec to issue and place his/her digital signature thereon;

**List of People:** List of persons designated by the Customer, also through the Panel if provided for in the procedure of the relevant Service, to act on its behalf, account and interest with the Suppliers for the performance of the contract;

**Invoice:** the electronic document, with no executable code and/or macros, which passes through the IS in XML format, containing (i) the details of the electronic invoice(s) issued or received by the Customer, or by Aruba Pec if appointed, pursuant to Article 21 (1), of Presidential Decree 633/72 on implementation of the provisions of Law No. 244/2007 and of Ministry of the Economy and Finance Decree No. 55 of 3 April 2013, as subsequently amended and supplemented, or (ii) the details set out in the Technical Specifications and on the Storage Sheet;

**Manual:** the Digital Electronic Document Storage System Manual drawn up by Aruba Pec, accepted and fully endorsed by the Customer, available for download at [https://www.pec.it/documents/tc-files/it/43\\_manualeconservazionearubapec.pdf](https://www.pec.it/documents/tc-files/it/43_manualeconservazionearubapec.pdf)

**NSO Form:** Optional Feature of the Electronic Invoicing Service enabling the Customer to use the system to manage electronic orders from Public Authorities;

**"Documents" form:** optional service to the Electronic Invoicing Service whereby the Customer can create management documents divided into sales documents (quotation, sales order, DDT, proforma) and purchase documents (purchase order). This form offers the possibility of relating the above-mentioned management documents within a workflow that starts with the quotation and ends with the electronic invoice.

**Woocommerce e-commerce form:** additional and optional form to the basic Aruba electronic invoicing form, which allows integration with e-commerce platforms and/or marketplaces. To purchase the service, it is necessary to have also activated the Documents form.

**"Collections and Payments" form:** Optional Service under the Electronic Invoicing Service whereby the Customer can use the system for the management of collections and payments of individual invoice instalments, prime entry, schedule and the bank reconciliation function.

**Order Sorting Node** (in short "NSO"): is the IT system that manages the electronic transmission of computerised documents certifying the ordering and execution of purchases of goods and services between the entities of the National Health Service, including the entities that make purchases on behalf of the aforesaid entities, and their suppliers of goods and services, the operating methods of which are established by the Decree of the Minister of Economy and Finance of 7 December 2018 and the documents referred to in the Decree and its subsequent amendments;

**Order:** the electronic document in which the Public Administration or a party representing it informs a supplier of the goods and/or services it intends to purchase and the related instructions, pursuant to the Technical Rules for the issuing and transmission of electronic orders issued by the Ministry of the Economy and Finance.

**Panel:** the area that Aruba makes available to the Customer for managing the Services through a secure app available via the website using his/her own access Credentials;

**Information Package Producer:** the natural person, normally different from the person who drew up the document, who produces the Information Package and is responsible for transferring its content into the storage system. If the Customer is a Government Authority, the Producer of the Submission Packages is the person responsible for document management;

**Disposal procedure:** the operation used, in accordance with the provisions of current law, to permanently remove those documents deemed no longer relevant for legal, administrative, historical and cultural purposes.

**Storage Manager:** the Customer, or the person appointed by him/her and included in the List of People, who is entitled to entrust third parties with performing some or all of the activities required of him/her in accordance with current legislation;

**Storage Service manager:** Aruba Pec after being delegated by the Storage Manager, including through the Customer according to article 6.1.1, to perform the activities stated in the Deed of Delegation referred to in article 10 of this Section V;

**Automatic Renewal:** option allowing for automatic renewal of the Service on its expiry for a period equal to the initial one. Unless otherwise intended and stated by the Customer according to the procedures indicated during the ordering process, this option will be activated automatically if the Customer chooses to pay for the Service by Credit Card or PayPal, in accordance with the terms of article 6 of Section I of the Conditions;

**Storage Schedule(s):** List of electronic documents the Customer submits for storage with the Contract;

**SLA:** the service levels stated in the User Manual and/or in the Technical Specifications;

**Service (s):** the Electronic Invoicing Service and/or the Docfly Digital Preservation Service for electronic documents, as selected by the Customer on the Order Form, as well as any Optional Services that the Customer may request to activate, upon payment of the relevant fee and under the additional Conditions provided for in this Section, all as described in greater detail in the Technical Specifications and in the Manual (jointly referred to as "Services");

**Interchange system (in short "Sdi"):** computer system through which the transmission of Invoices takes place, the operating methods of which are set out in Ministerial Decree No. 55 of 3 April 2013, as amended and supplemented;

**Stored document controller:** the natural person or legal entity, which is the Customer unless otherwise indicated, who produces the documents to be stored and entrusts their storage to the Storage Service Manager;

**Additional User(s):** an account created by the Customer following activation of the Optional Multi-Account Service with independent login credentials, allowing access to the Panel with different features depending on the specific permissions granted by the Customer;

**Accounting Account:** an Account with specific features that can be enabled by Aruba customers, subject to their specific authorisation, for managing invoices according to the specific permissions received, as described in greater detail in the guidelines available at: <https://guide.pec.it/fatturazione-elettronica/utenza-commercialista.aspx>;

**Supervisor360 user:** the Account equipped with specific functionalities that can be enabled by Aruba customers, subject to their appropriate delegation, to manage invoices according to the specific permissions received, as better described in the guides available at this link <https://guide.pec.it/supervisore360.aspx>.

**XML:** abbreviation of "eXtensible Markup Language", i.e. the set of rules for structuring the data being processed in text format so the Invoice can be sent to the IS.

## 2. Requirements

**2.1** The Docfly Digital Preservation Service meets the requirement to store - for the period established in the Contract - the computer documents of which the Customer is the Data Controller or, when permitted by the Technical Specifications of the Service, the computer documents of which third parties are the Data Controllers, produced, digitally signed and stored by the Customer by virtue of a specific delegation of authority issued to him/her by those third parties and, guaranteeing their integrity and legal validity over time as well as their exhibition, and is made available to the Customer through the Panel.

**2.2** With specific regard to the Electronic Invoicing Service, the Customer acknowledges and accepts that it:

- a) enables the issuance and receipt of invoices from and to the public administration and private individuals concerned through the Sdi;
- b) cannot be purchased or renewed separately from the Docfly Digital Preservation service;
- c) is made available to the Customer via the Panel;
- d) provides for the aggregation of the data transmitted by the Customer through the Panel in Xml format.

**2.3** Without prejudice to the provisions of art. 2.2 above, with specific reference to the OSN Form, the Customer acknowledges and accepts that it:

- a) enables the transmission of documents certifying the ordering or execution of purchases of goods and services between the public administration and private parties concerned through the NSO;
- b) is provided in accordance with the conditions set forth in the Technical Specifications published on the following website <https://guide.pec.it/fatturazione-elettronica/modulo-ordini-elettronici.aspx>;

- c) cannot be purchased or renewed separately from the Electronic Invoicing service;
- d) contributes to the exhaustion of the available space of the Service.

**2.4** Without prejudice to the provisions of art. 2.2 above and art. 5 below, with specific reference to the "Collections and payments" Form, the Customer acknowledges and accepts that it:

- a) enables the system to be used to manage the collection and payment of individual invoice instalments, the first note, the time schedule and the bank reconciliation function;
- b) is provided under the conditions indicated in the Technical Specifications published at <https://guide.pec.it/servizi-aggiuntivi-fatturazione-elettronica/incassi-e-pagamenti.aspx>;
- c) cannot be purchased or renewed separately from the Electronic Invoicing service;
- d) contributes to the exhaustion of the available space of the Service.

**2.5** Without prejudice to the provisions of art. 2.2 above and art. 5 below, with specific reference to the "Documents" Form, the Customer acknowledges and accepts that it:

- a) is provided under the conditions indicated in the Technical Specifications published at <https://guide.pec.it/servizi-aggiuntivi-fatturazione-elettronica/incassi-e-pagamenti.aspx>;
- b) cannot be purchased or renewed separately from the Electronic Invoicing service;

**2.6** The Invoice and/or the Order will only be sent to the Public Administration and the interested private party, via the Interchange System or the Order Sorting Node respectively, once the Customer has confirmed the accuracy and completeness of the data and of the information it contains and has given authorisation for it to be sent. It is understood that, in addition to providing the Electronic Invoicing Service, the other activities for which the Suppliers are responsible are exclusively those indicated in the Delegation Invoice, contained in the Contract and in accordance with the limits established therein.

### 3. Rules and delegations

The Customer acknowledges and accepts that, once the Service has been activated, Aruba Pec will be understood to have accepted the appointments and/or delegations referred to in articles 10 and 11 below.

### 4. Duration of the Service and termination

**4.1** Subject to the terms of article 6 of Section I of the Conditions, the Service shall have the duration indicated in the Order Form starting from the date of Activation Confirmation, subject to: i) any days of extension recognised pursuant to the SLA or, ii) cases of its termination provided for in this Contract. The Contract shall be renewed in accordance with the frequency indicated therein.

**4.2.** Subject to what is provided herein, the time period referred to in art. 6.4 of Section I of the Conditions governing the Services referred to in this Section is 90 (ninety) days from the expiry date; it is in any event understood, and hereby acknowledged and accepted by the Customer, that once the natural expiry date has lapsed, in the absence of renewal or, if the "Automatic Renewal" option has been activated, in the absence of valid crediting in favour of the Suppliers, the Service will be suspended.

If the period of 90 (ninety) days from the expiry date, which must be considered non-extendable and essential, has elapsed without any action being taken, the termination condition being applied, in addition to the period not exceeding 7 (seven) days for administration (for example, the handling of collections, the technical handling of operations), the Certified E-mail accounts will be deactivated, and the Suppliers explicitly decline all liability.

In the event that the Customer is a Public Administration, the Suppliers may make the documents placed in Storage available to the Customer, in accordance with the procedures provided by the Storage Service Manager.

**4.3** The Customer is aware of its exclusive obligations under applicable law regarding the minimum retention period and access to the relevant electronic document, and therefore acknowledges and agrees that termination of the Contract, for whatever reason, involves the automatic termination of the Service. In this event, the Customer shall be:

- i) prevented from submitting new documents to the Storage System; and
- ii) allowed to withdraw the electronic documents contained in the Storage System in accordance with the procedures and by the deadlines established in the Manual and the Contract, subject to the provisions of paragraph 4.4 below.

**4.4** In the event of expiry of the Service, the Suppliers shall enable the Customer to retrieve its documents, no later than 90 (ninety) days from the date of such expiry. The electronic documents must be withdrawn by the Customer according to the procedures established in the Manual and Contract. It is not therefore the responsibility of the Suppliers to physically return the electronic documents stored. Upon expiry of the aforementioned period or in the event of withdrawal, termination or exercise of the right to erasure pursuant to Art. 17 of EU Reg. 2016/679, the Customer hereby authorises the Suppliers to delete the computer documents and the attached metadata deposited in storage (and all related backup copies). Subject to the above, the electronic documents originally submitted by the Customer to the Storage System will be returned to the latter in their original format, unless the aforesaid documents have been converted into another format to overcome the obsolescence of the original format; in the latter case they will be returned in the converted format. The metadata associated with the electronic documents originally supplied by the Customer will be returned at the same time.

**4.5** Without prejudice to the other relevant provisions contained in the Contract, the Customer holds the Suppliers harmless from any and all liability for non-renewal of the Service and undertakes to indemnify and/or hold the Suppliers harmless from any claim for compensation made by anyone.

It is understood that the Accountant's Account will no longer be usable if the Accountant's Account has not been used for a continuous period of 12 months; after this period has elapsed, the Suppliers will proceed with the deactivation and cancellation of the Accountant's Account in accordance with the procedures described in more detail at: <https://guide.pec.it/fatturazione-elettronica/utenza-commercialista/caratteristiche.aspx>.

With regard to the Electronic Invoicing Service, the Customer is entitled to purchase Additional Users by placing an order and paying the relevant fee, as described in full at: <https://guide.pec.it/fatturazione-elettronica/introduzion.aspx>.

It is understood that, regardless of when activated, Additional Users, as the object of an Optional Service, shall have the same expiry date as the main Service with which they are associated, unless the Customer chooses a different option before completing the order. Likewise, on renewal of the main Service, unless otherwise expressly specified by the Customer before expiry of that Service, the Optional Services associated with it shall also be renewed.

Without prejudice to the provisions of the preceding paragraphs, and in relation to the Electronic Invoicing service, by placing an order and paying the relevant fee, the Customer is entitled to acquire the OSN Form as described in greater detail at: <https://guide.pec.it/fatturazione-elettronica/modulo-ordini-elettronici.aspx>

It is understood that, as an object of an Optional Service, regardless of when activated, the NSO form shall have the same expiry date as the main Service with which it is associated, unless the Customer chooses a different option before completing the order. Likewise, upon renewal of the main Service, unless otherwise expressly indicated by the Customer before expiry of the same Service, the Optional Services associated therewith shall also be renewed.

## 5. Obligations and liability limits of the Suppliers

**5.1** For the entire term of the Contract, the Suppliers agree to make available to the Customer an efficient and legally compliant Storage System accessible via the web, which operates in accordance with organisational models that ensure its logical and physical separation from the Customer's document management system.

**5.2** With regard to the software program used to deliver the Service, the Suppliers guarantee:

- that functionality will be restored in case of malfunction of the system and/or environment software, also as stated in the Manual;
- the enhancement of the functions of the software applications resulting from new innovative releases of the system and/or environment software;
- the adaptation of the software to the evolution of relevant current legislation.

**5.3** The Customer acknowledges that the Suppliers have 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, the Suppliers will not be held liable for illegal actions perpetrated by third parties to the detriment of the Customer during use of the Service via the Internet connection.

**5.4** Without prejudice to the cases that are mandatory by law, in no other case, for any reason whatsoever, shall Suppliers be liable to the Customer, or to other parties directly or indirectly connected or related to the Customer, for damages direct or indirect, loss of data, alteration of the semantic content of documents, infringement of third party rights, delays, malfunctions, interruptions, total or partial, occurring in connection with the provision of the Service, where connected, directly or indirectly, or deriving from it:

- g) the presence of viruses, errors or, more generally, the presence of any Alteration Agent in the electronic documents, data and/or files delivered by the Customer to the Suppliers for performance of the Service;
- h) the failure on the part of the Customer to comply with the obligations and terms for the formation, transmission, shipment, delivery, payment, control and verification of the electronic documents and/or data relating to the performance of his/her activities established in the Contract included in the Manual;
- i) the non-integrity of the representation (on video or in print) of the data or facts contained in the electronic documents or their illegibility, if the Customer has failed to comply with formation/production/issue of the electronic documents in the formats required by the Contract and/or the Manual;
- j) the data, facts and/or information contained in the electronic documents, which will be determined only and exclusively by the taxpayer or the Customer with exemption from any liability towards third parties, including the tax authorities.
- k) 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 and safety legislation, etc.);
- l) the Customer's use, for the purpose of signing the electronic documents submitted for storage of signature certificates that are invalid, expired or not renewed by the deadline set for Closure of filing packages.

**5.5** In any case, it is understood that for the purposes of classification of the documents submitted for storage, the Suppliers will comply with the classification requirements specified by the Customer in the metadata associated with the respective electronic documents. Aruba PEC is hereby authorised to reject the Information Packages that do not comply with what was stated by the Customer in the storage record sheet or in any case do not comply with the Storage Manual; therefore, the Customer acknowledges and accepts that such non-conforming Information Packages will not be put into storage, and any liability borne by Aruba PEC is expressly excluded.

5.6. Without prejudice to the other paragraphs of this Article, in the event of provision of the Electronic Invoicing Service, including the related Optional Services, it is agreed between the parties that

- a) the Suppliers are required to make available the necessary functions offered with the Services only after the positive outcome of the Customer authentication procedure via the Panel;
- b) the Suppliers may not be held liable for any anomalies attributable to software or applications whose management and maintenance is the responsibility of the Revenue Agency or entities other than the Suppliers, including the IS and the NSO;
- c) the Customer shall be responsible for verifying the successful outcome of Invoices and Orders sent or received via the IS and/or OSN portal, as well as the correspondence of any notifications sent via the Service;
- d) the Customer acknowledges and accepts that the Suppliers have no power, duty and/or task in relation to:
  - I. the form and content of invoices and/or electronic documents that are relevant for the purposes of tax provisions and/or Orders submitted for storage;
  - II. metadata associated with invoices and/or documents relevant for the purposes of tax provisions and/or Orders supplied and submitted for storage by the Customer;
  - III. data contained in Invoices and/or Orders, for determining the nature, quality and quantity of the goods and services that are the subject of the transaction;
  - IV. content and semantics of the documents stored, the signing of which in the respective filing packages is done solely for the purpose of acknowledging that the storage process has been performed correctly, in compliance with current legislation;
  - V. determination of the fees, tax base and rates stated in the PA Invoices and/or Orders;
  - VI. determination of the data required by article 21 of Presidential Decree 633/72, as subsequently amended and supplemented, and any other provisions stated in the PA Invoices;
  - VII. verification of the correct chronological sequence and numerical continuity of the PA Invoices and/or Orders and, more generally, of any document associated with them;
  - VIII. verification of the presence of all the data and information needed to activate the logical search functions for invoices and/or documents that are relevant for the purposes of tax provisions.
- e) If invoices and/or electronic documents are imported from other management systems, the date of sending for storage shall be the same as that of import into the Service; accordingly the Suppliers cannot be held liable for compliance with the civil and tax regulations in force on the subject with particular regard to the terms applying to the storage of electronic documents.

In view of the above, the Customer accepts civil, criminal and administrative liability for the operations connected with and/or arising out of the issuance, receipt and/or digital signing of Invoices and/or Orders, even when the Customer delegates these operations to the Suppliers and/or to the Accounting Account, agreeing to indemnify the Suppliers against any claim from third parties, whether private parties or Government Authorities, and against any resulting harmful consequence, whether fiscal, tax-related, civil or criminal, including the failure to respond to Orders or an incorrect or late response. In addition, the Suppliers may not be held in any way liable, whether directly or indirectly, for the activities carried out by the Accounting Account and/or by the parties delegated by the Customer through the Services provided by the Suppliers.

5.7 Without prejudice to the provisions of the other paragraphs of this article, it is understood that the obligations and responsibilities of the suppliers to the Customer are exclusively those defined in the Contract; therefore, in the event of breach or non-performance exclusively attributable to the suppliers, they shall be liable within the limits provided for by the SLA, as set out in greater detail in Article 9 below, with any other indemnity or compensation to the Customer for direct or indirect damages of any nature or kind whatsoever being expressly excluded. When the SLA does not apply, the Customer hereby acknowledges and accepts that the Suppliers will not be required to pay him/her any compensation or indemnity and will not be liable for any damage whatever its nature and sort, whether direct or indirect. In any case, under such circumstances, the maximum amount that the Suppliers may be required to pay to the Customer must not exceed € 1.00 (one euro/00) per Gb of documents stored.

## 6. Customer's Rights and Obligations

6.1 Assuming all risks and responsibilities in this respect, the Customer declares and guarantees, with reference also to article 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that:

- c) if he/she has designated his/her own Storage Manager, he/she has received the latter an appropriate and currently valid authorisation to fulfil the appointments and authorisations stated in articles 10 and 11 below; and
- d) that the parties designated by the Customer by means of the List of People have been assessed by the Customer as experts who are reliable and able to interact independently with the Suppliers and the storage system they provide, and furthermore that the aforesaid parties are bound in writing to respect the provisions of the Contract, including the corresponding annexes, and that they in turn have declared in writing that they have been informed of the content of the aforementioned documents and are aware of the provisions of current legislation governing the storage of electronic documents, including those relating to the processing of personal data. The customer assumes all responsibility regarding the actions of the aforesaid parties, undertaking to indemnify and/or hold harmless the Suppliers against any liability for any claims for damages, whether direct or indirect, made by anyone due to events attributable to the aforesaid parties. The Customer undertakes to keep the list of the above representatives up-to-date and to inform the Suppliers promptly of any change in the data stated above.

**6.2** The electronic documents managed by the Service will be submitted for storage by the Customer, with their associated metadata, for electronic storage for the period established in the Contract. The submission for storage and display of the electronic documents will be carried out via the Management Panel that makes all the functional components supporting the storage process available to the Customer, according to the procedures and deadlines established in the Manual. Unless otherwise stated in a specific agreement, the electronic documents shall be submitted for storage in the same format in which they were when submitted for storage by the Customer. The Customer also hereby acknowledges and agrees, on a temporary basis for the duration of the Contract and free of charge, to grant to Aruba Pec the intellectual property rights required for the smooth functioning of provision of the Services covered by the Contract, without this resulting in any obligation on Aruba Pec's part and without prejudice to the Customer's ownership of the intellectual property in question. With particular reference to the importation of invoices and electronic documents from other management systems, the Customer acknowledges and accepts that the storage date is the same as the date of their importation into the Service and that it remains the Customer's sole responsibility to verify compliance with the tax and civil legislation in force in this regard, with particular reference to the terms for the storage of electronic documents.

**6.3** If the intervention of a Public Official is required, the Customer is required to provide the Suppliers with the assistance and resources needed, including financial resources, for the activities the Suppliers will assign to the same. In any event, the Customer is and remains the sole and exclusive controller of the electronic documents and data submitted by him/her for storage, expressly assuming the fullest responsibility for their content; for this purpose, the Customer hereby relieves, and in any event undertakes to indemnify and/or hold harmless the Suppliers, against any obligation and/or responsibility to perform any direct and/or indirect verification and/or checks in this respect.

**6.4** The Customer acknowledges and accepts that:

- e) for the entire duration of the Contract and at any time the Storage System is able to display the electronic documents stored therein;
- f) subject to the foregoing, the receipt and display of the electronic documents may only take place electronically and only on receipt of a specific request presented by the authorised parties;
- g) only the Customer and the User, and their appointees acting on their behalf, if specifically authorised, may submit a request to the Storage System for access and display of the electronic documents stored, to obtain information of interest to them, subject to legal restrictions. This information is supplied by the Storage System in accordance with the procedures stated in the Manual;
- h) the display of the electronic document obtained by querying the Storage System or by viewing the optical media constitutes a full and legally valid display.

**6.5** If the Customer uses the Service for the storage of documents owned by third parties, the Customer is expressly forbidden from allowing these third parties in any way, either directly or indirectly, to submit the documents and in any event to access the Service, which remains exclusively reserved solely for the Customer.

**6.6.1** The Customer agrees to do everything in his/her power to inform such third parties of all the provisions of this article.

**6.6.2** Any direct or indirect breach of the aforementioned obligations, including breaches through other parties, entitles and authorises the Suppliers to terminate the Contract with immediate effect.

**6.7** 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:

- h) to submit for storage only electronic data and documents which are legally and fully available to him/her;
- i) not to submit for storage, 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 the parties authorised to access it, the Suppliers being completely exempted from any liability and from any obligation to perform verifications in this regard;
- j) to produce the documents submitted for storage in a static and non-editable form, ensuring that they do not contain:
  - i. corresponding macro-instructions in internal commands that, upon the occurrence of certain events, can automatically generate changes or variations in the data contained in the document; and/or
  - ii. executable code corresponding to instructions, not always visible to the user, which enable the computer to change the content of the electronic document;
- k) to use the Service in compliance with the provisions of the Contract, including the Manual, in accordance with current legislation, ethics and public order;
- l) to identify and communicate to the Suppliers the types/categories of electronic documents to be submitted for storage by completing the Storage Record Sheet, and to which Holder the said documents relate;
- m) to submit electronic documents for storage in formats which conform to those described in the Storage Record Sheet;
- n) to guarantee that the electronic documents submitted for storage are free of Alteration Agents;
- o) to guarantee that the electronic documents submitted for storage include all the metadata required by the Manual, by the Storage Record Sheet and by the Guidelines on the digital storage of electronic documents, including that relating to electronic documents that are relevant for the purposes of tax provisions;
- p) to guarantee that the digital signature certificates used have not been revoked or suspended;
- q) to submit electronic documents for storage no later than stated in the Storage Record Sheet;

- r) to manage the electronic document creation processes, to create and sign with a digital signature the submission packages containing the electronic documents to be submitted for storage in compliance with the Contract, including the Manual, and the Storage Record Sheet;
- s) to send the submission packages and the respective electronic documents to the Suppliers as and when established by the standards, in accordance with the technical specifications and usable formats for the Storage System stated in the Manual and in the Storage Record Sheet;
- t) to inform the Suppliers promptly of any changes in the tax period (as defined by Presidential Decree no. 917 of 22/12/1986, as subsequently amended and supplemented) of the holders of the electronic documents submitted for storage; this notification must be sent at least 3 (three) months prior to the expiry of the new tax period in order to allow the Suppliers to proceed with the proper "closure" of the storage processes taking place;
- u) to send any communications to be presented to the Revenue Agency or to any other relevant Authority and/or Office;
- v) to perform any further formality with the relevant Authorities that may be required as a consequence of the digital storage of the electronic documents referred to in the Contract.
- w) to promptly notify the Suppliers, through the channels made available by them, of any Controllers of the stored document other than the Controller and/or the Customer.

**6.8** the Customer must draft his/her own storage system manual, at his/her own expense, consisting of a description of its own components, processes and organisation, supplemented and completed, if deemed appropriate, by the Manual.

**6.9** It is also understood that the Customer assumes all civil, criminal and administrative liability in relation to the content of the computerised documents stored and undertakes to hold the Suppliers harmless from any third-party claims or prejudicial consequences that may arise in this regard.

**6.10** When not present, the Customer must associate a Time Validation with the uneditable electronic documents.

**6.10.1** The Customer must associate each category/type of uneditable electronic document with the metadata required by law (including tax law) and the technical rules contained in article 71 of the CAD and, more generally, in current relevant legislation or any other metadata stated in the Storage Record Sheet; the aforesaid metadata must be generated by the Customer during the phase of producing/creating/issuing the electronic documents.

**6.11** Electronic documents created by copying images of original (including unique) documents originally created on analogue media onto electronic media, must be produced by the Customer using processes and tools which ensure that the content and form are identical to those of the analogue document from which they are drawn.

**6.12** If the Customer intends to store electronic documents obtained by scanning documents originally created on analogue media, he/she must comply with the technical rules established by the CAD.

**6.13** The duty to respect the chronological order and non-continuity by tax period of the electronic documents to be stored, both when creating/producing/issuing the documents and when subsequently submitting them for storage, is borne exclusively by the Customer and reflects the duty to keep orderly accounts as required by article 2214 of the Civil Code.

**6.14.1** Electronic documents shall be submitted to the Storage System electronically by, at the expense of and under the exclusive responsibility of the Customer, who must generate one or more information packages for each Controller and in relation to each category/type of document, in the manner, within the deadlines and in the format required by the Manual.

**6.14.2** The success of the submission operation is verified via the submission report produced by the Storage Manager or Storage Service Manager in accordance with the provisions of the Manual.

**6.15** During the term of the Contract, the Customer, under his/her exclusive responsibility and in any case only as allowed by law, may delete the electronic documents held in storage. If the documents have a legal/administrative value or are of historical or cultural interest, the Customer acknowledges and accepts that the documents sent for storage can be deleted through the Disposal Procedure at the end of the storage period. The Storage Manager informs the Storage Service Manager of the Filing Packages for which approval for the disposal is required; the Stored Document Controller is responsible for submitting the request for authorisation for disposal to the Competent Authorities and transmitting it to the Storage Service Manager. The Storage Service Manager destroys the filing packages, retaining only the data relating to the disposal procedure, including the details of the request for disposal clearance and the resulting authorisation. It is understood that the Suppliers are not responsible either for correctly identifying the documents for which it is necessary to obtain authorisation for disposal or for verification of the authorisation provision. It is therefore understood that the Customer assumes civil, criminal and administrative responsibilities in relation to the correct identification of the documents for which it is necessary to obtain authorisation to discard and to obtain the necessary authorising measures, and undertakes to indemnify the Suppliers and hold them harmless from any third-party claims or prejudicial consequences that may arise in this regard.

**6.16.** If the Electronic Invoicing Service is provided, including the associated Optional Services, the parties understand that the Customer:  
a) is required to draw up the Invoice(s) with the data and information required for this purpose, which also applies when the Delegation of Invoicing is issued to Aruba Pec;



- b) hereby acknowledges and accepts that, in any case, he/she will exclusively bear full responsibility for the content, truth, accuracy and completeness of the data sent to the Suppliers for the purpose of delivering the Electronic Invoicing Service. In any event, he/she is required to provide the Suppliers, with sufficient advance notice, with all the respective instructions.
- c) hereby releases the Suppliers from all civil, criminal and administrative liability in relation to the operations connected with and/or resulting from the issuance, receipt and/or digital signing of Invoices and/or Orders, even when the Customer delegates these operations to the Suppliers and/or an Accounting Account, agreeing to indemnify the Suppliers for any claim from third parties, whether private parties or Government Authorities, and for any harmful consequence, whether fiscal, tax-related, civil or criminal, that may result from them in this regard in any case;
- d) is aware that the Suppliers and their employees/associates do not provide information or advice of a fiscal or tax-related nature but only support regarding the use of the Service. For this reason, any guidance, suggestions and/or information provided by operators during support for use of the Service should in no way be regarded as specialist advice on these matters. For any clarification or other requirement of a fiscal or tax-related nature, the Customer must contact his or her accountant or other qualified professionals;
- e) is aware that the Accounting Account identified by it through the Service may, with the Customer's authorisation, access the Customer Panel and perform the functions to which it is entitled on the basis of the permissions granted by the Customer, as described in greater detail at: <https://guide.pec.it/fatturazione-elettronica/introduzione.aspx>. It is understood that the Suppliers shall remain extraneous to relations between the Customer and the party holding the Accounting Account, which is a matter of private negotiation between them; the Customer therefore acknowledges and agrees to hold the Suppliers harmless against any claim, action and/or request for indemnity or compensation for damages brought against them by anyone as a result of the activities connected with the relationship between the Customer and the Accounting Account;
- f) is aware that the activation of Additional Users is an activity carried out independently by the Customer itself and that the latter remains exclusively responsible for all liabilities relating to the creation of Additional Users and to transmission of the Additional Users' credentials to the parties indicated by it as the holders thereof, as well as all liabilities relating to the activities carried out by the parties delegated by the Customer for the use of Additional Users, releasing the Suppliers from any claim, action and/or request for indemnity or for damages that may be brought against them by any party;
- g) is aware that invoices are sent for storage on a regular basis.

**6.17** Notwithstanding the provisions of the previous paragraph and subject to the other obligations required of it in the Contract, the Customer undertakes:

- 1) to use the Electronic Invoicing Service, including the related Optional Services, as stated in the Contract, in accordance with current legislation, codes of conduct and public policy;
- 2) to ensure that the digital signatures used to sign Invoices and/or Orders are and remain fully valid;
- 3) to pay any stamp duty due on the Invoices. The payment of any stamp duty payable must be made exclusively by and at the expense of the Customer, as and when required by law;
- 4) to provide its customers or suppliers with the addressee code of the Aruba PEC intermediary in order to ensure the correct receipt of Invoices due between private parties and/or the Orders, in any event excluding the receipt of payable Invoices and/or Orders with respect to different parties;
- 5) to validate its VAT number by following the online process specifically designed to carry out this authentication.

It is understood that the Customer accepts civil, criminal and administrative liability for the content of the Invoices and/or Orders issued to and received from the Public Administration or the private parties involved through the Interchange System or the NSO, agreeing to indemnify and hold Suppliers harmless from any third-party claim or harmful consequence that may in any event result therefrom.

**6.18** The Customer acknowledges and accepts that the Suppliers are unrelated to the links established by the Customer for the delegated management of the Service, and that no request, claim for damages, whether directly or indirectly attributable to or resulting from the activities carried out in relation to the delegations received and/or implemented by the Customer through the Panel, may be brought against the Suppliers.

**6.19** In the event of even one of the obligations/commitments set forth in this article being breached, the Customer is required to hold the Suppliers harmless from any damage, liability and/or responsibility, whether direct or indirect, including legal costs, that the Suppliers may suffer or incur as a result of the accused breaches, even if they result from third-party compensation claims. In such cases, where possible, the Suppliers will be entitled to act in the form and manner deemed appropriate to cure the breach and its effects, or to suspend or interrupt the Service, also reserving the right to terminate the Contract pursuant to article 8 below.

**6.20** The Customer declares that he/she has viewed the Contract, including all its constituent documents, and has fully understood their content and is aware of their validity and the legal effects of the digital storage of electronic documents.

**6.21** With specific reference to the Supervisor360 User, the Customer acknowledges and accepts that, following his specific delegation made in favour of the Supervisor360 User, the latter will be enabled to operate in the name and on behalf of the Customer, as better described in the following link <https://guide.pec.it/supervisore360.aspx>. Therefore, any operation performed through the Supervisor360 account on the Customer's invoices is assumed to be performed with the prior consent of the Customer, who will not be able to raise any kind of objection to the Suppliers about any operation performed through the Supervisor360 account without his authorization, relieving the Suppliers from any responsibility for any illegitimate act performed through the Supervisor360 account.

To this end, regarding the operations made possible through the Supervisor360 account, the Customer acknowledges and accepts, for him/herself and for the third parties to whom he/she has allowed, for any reason, to use the Supervisor360 Service on the invoices, that these operations will be executable only to the extent and within the limits of the permissions granted by the Customer in the type, manner and limitations reported in the technical specifications at <https://guide.pec.it/supervisore360.aspx>.

**6.22** It is understood that the Suppliers remain extraneous to the relationships between the Customer and the subject to whom the Supervisor360 User is made available, which are subject to private negotiation between them; therefore the Customer acknowledges and accepts to keep the Suppliers indemnified from any claim, action and/or request for compensation or damages by anyone made against them due to the activities connected to the relationship between the Customer and the Supervisor360 User.

## 7. Service: method of use, configuration, support and maintenance

**7.1** The following roles are identified for the purposes of the Storage Service:

- Information Package Producer
- Storage Manager;
- Storage Service Manager;
- Stored Document Controller;
- User.

**7.2** The document categories for which the Storage Service is activated are those stated on the Storage Record Sheet. It is understood that if the Customer intends to submit for storage electronic documents belonging to different and/or additional types/categories to those stated in the Storage Record Sheet, he/she must make an appropriate written request to the Suppliers, attaching thereto a new Storage Record Sheet, prepared by the latter, without prejudice to the procedures and restrictions stated in the Manual and the Contract. In any case, the Customer acknowledges and accepts that he/she shall be solely responsible for any documents whose format and/or characteristics do not comply with the provisions of the Manual in accordance with current legislation on the subject that he/she has deposited in storage and which have been accepted by the Suppliers for any reason whatsoever; the Customer also acknowledges and accepts, as of now, that the Suppliers do not guarantee in any way the validity and/or authenticity and/or legibility and/or integrity in accordance with the law of the documents deposited for preservation that do not have format and/or characteristics that comply with the Manual in accordance with the relevant legislation in force, and accordingly by sending the request to deposit such documents for preservation, the Customer hereby releases the Suppliers from any and all liability in this regard, direct and/or indirect, and waives any right and/or claim of its own and/or of third parties against the same Suppliers.

**7.3** Notwithstanding the foregoing, the Storage Service is configured in the manner requested by the Customer and also by taking into account, for each type/category of document, the specific parameters stated in the Contract and Storage Record Sheet. The Suppliers are hereby authorised to reject the Submission Packages that do not comply with what the Customer declared in the storage record sheet or in any case do not comply with the Storage Manual; accordingly, the Customer acknowledges and accepts that such non-conforming Submission Packages will not be taken into storage, and the Suppliers shall be expressly held harmless against any liability.

**7.4** Unless otherwise agreed in a specific separate agreement between the Parties, and subject to the terms of Section I of the Conditions, the technical support is provided exclusively within the timescales and according to the procedures stated in the Contract and in the Technical Specifications. In any event, the Customer is required to promptly notify the Suppliers of any irregularities or malfunctions that he/she may find with the Service.

**7.5** The Suppliers reserve the right to interrupt provision of the Service to carry out technical maintenance work. In this case, the Customer will be notified by e-mail with 48 hours' notice; this notice will also indicate the timing of the restoration.

**7.6** In the event of interruption of the Electronic Invoicing service provided by the Suppliers, the Customer is free to use the "Invoices and Fees" service made available by the Revenue Agency at: <https://ivaservizi.agenziaentrate.gov.it/portale/>.

**7.7** Any anomalies of the Service may not be considered as cause for possible damages or as obstacles or blockages to the normal operations of the Customer while all the minimum means necessary to continue to use the Service as per the procedures referred to in the previous paragraph are available.

## 8. Suspension of the Service

**8.1** Subject to the provisions of article 12 of Section I of the Conditions and without prejudice to the application of article 9 below, at their discretion and without the exercise of said right being open to challenge as a default or breach of the Contract, the Suppliers reserve the right to suspend the Service, even without notice, in the event that the Customer has used up the space made available to him/her.

**8.2** If the Electronic Invoicing Service is provided, at their discretion and without the exercise of said right being open to challenge as a default or breach of Contract, the Suppliers reserve the right to suspend the Service, which may also be without notice, in the event that the Customer has used up the hardware resources.

**8.3.** The Customer releases the Suppliers from all and any liability or third party claim due to any termination, suspension or interruption of the Service occurring as required by the Contract.

## 9. SLAs and Indemnities

**9.1** The SLA will come into force for each Customer when the Service is activated and end when it terminates. The Suppliers reserve the right to amend or replace it a number of times during the Contract and at any time. The changes made to the SLA or the new SLA, replacing the previous one, will come into force on the date they are published on the Management Panel, as will subsequent changes or replacements.

**9.2** Scheduled maintenance time is not included in any calculation of the Uptime. Planned maintenance relates to the activities performed regularly by Suppliers to maintain the functionality of the resources of the Data Centre through which the Service is provided; it is scheduled and unscheduled.

**9.3** For the purposes of granting the compensation referred to in paragraph 4, only malfunctions confirmed by the Suppliers' monitoring system will be considered.

**9.3.1** Monitoring by Suppliers is carried out using specific software that detects and indicates any faults or anomalies, notifying the 24/7/365 support service in real time.

**9.4** For each full hour of breach of the SLA, the Suppliers will grant to the Customer, as compensation, a Contract extension of 1 (one) day, up to a maximum of 30 (thirty) days.

**9.5** Subject to the above, it is understood in any event that the Customer is not entitled to the compensation under paragraph 3 in any of the following circumstances:

- a) cases of force majeure, i.e. events which objectively prevent the Suppliers' personnel from performing the activities required of the Suppliers under the Contract (including, but not limited to, strikes and demonstrations that block communication lines; road traffic accidents; wars and acts of terrorism; natural disasters including floods, storms, hurricanes, etc.);
- b) unscheduled work to be carried out urgently at the sole discretion of the Suppliers in order to avoid endangering the security and/or stability and/or confidentiality and/or integrity of the Service and/or the data and/or the information contained therein. Notification of the performance of any such work will in any event be given to the Customer by e-mail sent to the e-mail address given during the ordering process, with notice of even less than 48 hours, or at the same time as the operations in question begin or in any event as soon as possible;
- c) unavailability or blocking of the Service attributable to the Customer or to anomalies and malfunctions of the application/management software supplied to the Customer by third parties;
- d) anomalies or malfunctioning of the Service, or failure or delay in their removal or elimination attributable to non-performance or breach of contract by the Customer or to misuse of the Service by the Customer;
- e) causes that determine the inaccessibility of the Service, whether total or partial, attributable to faults in the Internet outside the Suppliers' perimeter and in any event beyond their control (including, but not limited to, faults or problems).
- f) suspension or interruption of the Service due to non-fulfilment or breach of the Contract attributable to the Customer.

## 10. Appointment of Aruba PEC as Storage Service Manager

**10.1.1** By accepting the Conditions, and in relation to the Services stated in this Section V thereof, ARUBA PEC is formally entrusted by the Customer, subject to a separate and specific delegation issued for this purpose by the Storage Manager, with performing the following activities:

- l) defining the characteristics and requirements of the storage system based on the type of documents to be stored, of which he/she has evidence, in accordance with current legislation, including management of the agreements, the definition of technical and operational aspects and the means of transfer by the Customer of the electronic documents submitted for storage;
- m) managing the storage process, ensuring compliance with current legislation over time;
- n) generating the submission report, in accordance with the procedures stated in the Manual;
- o) generating and signing the distribution package with a Digital Signature in the cases required by the Manual;
- p) monitoring the proper operation of the storage system;
- q) ensuring the periodic verification, at intervals of no more than five years, of the integrity of the archives and their legibility;
- r) in order to guarantee storage and access to electronic documents, adopting measures to detect any degradation of the storage systems and records and, where necessary, restore proper functionality; adopting similar measures in respect of obsolete formats;
- s) duplicating or copying electronic documents in keeping with developments in technology, as required by the storage manual;
- t) taking the measures required for the physical and logical security of the storage system pursuant to article 12 of the Prime Ministerial Decree;

- u) requesting the presence of a public official, in the cases where his/her presence is required, providing him/her with the assistance and resources required to perform the activities assigned to him/her; any resources, including those of a financial nature, which are required for the performance of the activities assigned to the public official must be guaranteed and supported entirely by the Customer; therefore, if the Customer has not borne them directly, ARUBA PEC is hereby authorised to charge the Customer all the costs and expenses, including the fees for the activities carried out by the Public Official, if legislation requires his/her presence;
- v) providing the relevant bodies stated in current legislation with the assistance and resources needed for the verification and supervision activities to be carried out;
- w) If there are significant regulatory, organisational, procedural, or technological changes, ensuring the regular updating of the storage system manual referred to in Article 8 of the DPCM Decree.

**10.1.2** Aruba Pec, in light of the terms of article 44 of the CAD, will be required to verify that the electronic document storage system guarantees:

- maintenance of a unique identification of the subject who created the electronic document;
- integrity of the electronic documents placed in storage;
- legibility and easy traceability of the documents and identification details, including the original registration and classification data, in the manner and in accordance with the terms stated in the Manual;
- compliance with technical and organisational measures as provided for in Regulation (EU) 2016/679.

**10.1.3** Aruba Pec must also:

- complete the electronic document storage process within and no later than the deadlines agreed in the List of Electronic Documents submitted for storage and attached to the Contract;
- provide, within the aforementioned deadlines, for the 'closure' of the preservation process, by affixing, in addition to the Digital Signature of the person in charge of this task, a Time Validation issued by a Certification Authority registered in the official list of certifiers kept by the Digital Italy Agency on the set of documents or on a computer record containing the fingerprint(s) of the preserved documents;
- display, if requested by the Customer or the Competent Authorities, the electronic documents stored and the respective electronic evidence which prove their proper storage thereof, providing the details required to assess their authenticity and legal validity.

**10.1.4** It is understood that:

- c) Aruba PEC will not be responsible for any non-fulfilment or incorrect fulfilment of the duties placed on it as Storage Service Manager in all cases in which the non-fulfilment or incorrect fulfilment is not attributable to it, including, but not limited to, force majeure, natural disasters, war, actions by the Authorities;
- d) Aruba PEC will have no obligation/duty to process the electronic documents submitted for storage in order to extract the respect metadata which, therefore, must be supplied and associated with the respective documents exclusively by and at the expense of the Customer.

**10.2.1** Aruba Pec, as the Storage Service Manager, may also operate through one or more individuals appointed by it to carry out activities intended for storing the electronic documents in the context of supplying the Service.

**10.2.2.** Aruba Pec may delegate natural parties or legal entities, fully or partially, even from outside its own organisation, to perform individual functions or stages of the storage process.

**10.3** The fee for this appointment will be the one governed and established by the Contract.

**10.4** This appointment of the Storage Service Manager will have the same duration as the Contract.

## 11. Invoice Delegation - Delegations

**11.1** For the purpose of providing the Services referred to in this section, using the powers provided for in the Contract, with acceptance of the Conditions and in relation to the Electronic Invoicing Service, the Customer appoints Aruba Pec to issue the Invoice and affix the digital signature to it, in accordance with the provisions of the Contract. To this end, the Customer acknowledges and declares that he/she exclusively retains all civil, criminal and administrative responsibility for the content of the Invoice issued and sent to the Government Authority and to the private party concerned through the Interchange System and accordingly hereby agrees to indemnify and hold Aruba Pec harmless from any claim brought by third parties or from any harmful consequence that may result from performance of the delegated activities.

**11.2** With specific reference to the Accountant's Office, the Customer acknowledges and accepts that, following its specific delegation made in favour of the Accountant's Office, the latter shall be authorised to operate in the name and on behalf of the Customer, as better described in the following link <https://guide.pec.it/fatturazione-elettronica/utenza-commercialista.aspx>.

## 12. Naming of Aruba PEC and External Data Processors

By entering into this Contract, the Suppliers are appointed by the Customer as Data Processors of the personal data communicated by the Data Controller, as described in Article 22 of the General Terms and Conditions.

### 13 Woocommerce form

**13.1** The Woocommerce form is an additional service to the basic Aruba electronic invoicing form that allows the integration with e-commerce platforms and/or marketplaces. The form can only be purchased by users who have activated the **standard service** of electronic Invoicing and the **document form**. For customers who have activated the Invoicing service and the document form, there shall be an upgrade by purchasing the Woocommerce e-commerce form as described in detail at the following link: <https://guide.pec.it/servizi-aggiuntivi-fatturazione-elettronica/woocommerce.aspx>.

**13.2** The subject of the Contract is the supply to the Customer of the Additional Service as described with the technical and economic characteristics, regarding the kind of service, with the procedures and limitations set forth in the Technical Specifications, at the page: <https://guide.pec.it/servizi-aggiuntivi-fatturazione-elettronica/woocommerce.aspx>

**13.3** These General and Special Conditions published at the link: <https://www.pec.it/termini-condizioni.aspx> shall apply to the Service. If the Electronic Invoicing service is not renewed, the Service will be suspended and after 90 days the Woocommerce form shall also be deactivated, as better regulated in these Conditions.

## SECTION VI - SPECIAL CONDITIONS FOR THE SUPPLY OF THE PEPPOL NETWORK

### 1. Requirements

**1.1** With specific regard to Peppol network access, the Customer acknowledges and acknowledges that the Customer:

- a) is an optional service, integrated and qualified with the NSO module that allows you to receive electronic orders from the Public Administration and send any responses;
- b) cannot be purchased or renewable separately from the Main Electronic Invoicing Service;
- c) is made available to the Customer through a special Panel;
- d) provides for the aggregation of data transmitted by the Customer through the Panel in Xml format;
- e) provides for free and optional registration.

Without prejudice to the provisions of the previous paragraphs and without prejudice to the other obligations laid down in the Contract, the Customer undertakes:

- 6) to use the Peppol network in accordance with the provisions of the Contract in compliance with current legislation, morals and public order;
- 7) to ensure that the digital signatures used for the subscription of the Orders are and remain fully valid;
- 8) to provide its customers or suppliers with its participant ID in order to ensure the correct receipt of documents through the Peppol network;
- 9) to validate your VAT number following the online procedure specifically prepared in order to meet this authentication.

**1.2** It is understood that the Customer assumes responsibility in civil proceedings, criminal and administrative in relation to the content of documents issued and received by and to the Public Administration through this Service committing to indemnify and hold the Suppliers harmless from any claim of third parties or harmful consequences that may however derive in this regard.

In the event of any breach of any one of the obligations/commitments provided for in this article, the Customer undertakes to indemnify and hold the Suppliers free from any direct or indirect damage, liability and/or burden, including legal fees, that Suppliers should suffer or bear as a result of the disputed defaults, even resulting from third party claims. In this case, Suppliers will have the right to intervene in the forms and ways deemed appropriate to eliminate, where possible, the violation and its effects, or to suspend or interrupt the Service, reserving the right to terminate the Contract.

The Customer declares that he has carefully read the Contract, including all the documents that form it, and that he has fully understood their content and be aware of the validity and legal effects of using the Peppol network.

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

**2.1** Without prejudice to art. 6 of Sec. I of the Conditions, the Service has the duration indicated in the Order Form starting from the date of Confirmation of activation, except: i) any extension days recognized under the SLA or, ii) the cases of its termination provided for in this Agreement. The same is renewed with the frequency indicated therein.

It is understood that the module, as the object of an Optional Service, regardless of the moment of its activation, has the same expiration date of the Main Service to which it is associated, unless the Customer chooses a different option before the order is placed. Also upon renewal of the Main Service, unless otherwise indicated by the Customer expressed before the expiry of the same Service, the Optional Services associated with the same will be renewed.

**2.2** Without prejudice to the other relevant provisions contained in the Contract, the Customer hereby relieves the Suppliers of any and all liability for the non-renewal of the Service and undertakes to indemnify and/or hold the Suppliers harmless from any request of compensation from anyone brought forward.

It is understood between the Parties that the termination, for any reason, of the Contract entails the automatic termination of the Service.

### 3. Obligations and limits of liability of Suppliers

**3.1** Without prejudice to the provisions of the other paragraphs of this article in the case of disbursement of the Peppol network, it is understood between the parties that:

- a) Suppliers are required to make available the necessary functions offered with the Services only upon successful completion of the Customer's authentication procedure through the Panel;
- b) Suppliers cannot be held responsible for any anomalies attributable to software or applications whose management and maintenance is the responsibility of entities other than Suppliers, including the Peppol network and the NSO.

**3.2** In view of the above, the Customer shall bear the civil liability, criminal and administrative charges in relation to transactions related to and/or arising from the issuance and/or receipt and/or digital signature of Invoices and/or Orders and other documents of the Peppol network, even when the same transactions are delegated by the Customer to the Suppliers and/or other subject, committing to indemnify the Suppliers from any claim of third parties, both private and Public Administrations, and from any harmful consequences, of a fiscal nature, tax, civil or criminal law that may in any case arise in this regard, including the failure/ incorrect/ late response to the Orders. Furthermore, Suppliers may not in any way be held directly or indirectly responsible for the activities carried out by other subjects delegated by the Customer through the Services provided by the Suppliers.

### 4. Characteristics of the Service

**4.1** For the purposes of providing the Services referred to in this section, using the possibilities provided by the Contract, with the acceptance of the Conditions and in relation to the Peppol network, the Customer, delegating Aruba Pec to issue orders and to affix the digital signature on the same, in accordance with the Contract. In this regard, the Customer acknowledges and declares that remain at its expense, exclusively, all liability in civil proceedings, criminal and administrative in relation to the content of orders transmitted to the Public Administration through the Exchange System and for the effect, undertakes, now for then, to indemnify and hold Aruba Pec harmless from any third party claim or injurious consequence that may in any case arise from the performance of the delegated activities.

**4.2** The characteristics of the Peppol network are defined and are provided in accordance with the regulations and the indications of agid and this Agreement.

## 5. Suspension and revocation

The Operator shall promptly and free of charge suspend or revoke the Service as best regulated in the Policies of use, in particular if it has become aware that:

- a) not active for more than 24 (twenty-four) months
- b) the death of the Customer;
- c) the legal person to which it refers is extinguished;
- d) there is unlawful use;

namely:

- e) has been requested by the Customer;
- f) following the contractual maturity;

if the Customer does not respond to requests for clarification regarding the veracity of the data or is in arrears, in this case, after a further 15 days from requests for clarification, the service will be revoked.

## 6. Customer's obligations and rights

**6.1** In the event of the provision of access to the Peppol network, the parties understand that the Customer:

h) acknowledges and accepts, now for then, that in any case remain at its expense, exclusively, all responsibilities relating to the contents, truthfulness, correctness and completeness of the data transmitted to the Suppliers for the purpose of providing the Service. In any case, it is required to provide the Suppliers with all relevant instructions well in advance.

i) relieves, now for that time, the Suppliers from any liability in civil, criminal and administrative matters in relation to the related operations and/or arising from the issuance and/or receipt and/or subscription of Invoices and/or Orders, even when the same transactions are delegated by the Customer to the Suppliers and/or other qualified subjects committing themselves to indemnify the Suppliers themselves from any claim of third parties, both private and public administrations, and from any harmful consequences, of a fiscal, tax, civil or criminal nature which may otherwise arise in this regard;

j) is aware that the Suppliers and their employees/collaborators do not provide information or advice of a fiscal or tax nature but only support regarding the use of the Service. For this reason any indication and/or suggestion and/or information provided by operators during the support of the use of the Service should not be considered in any way as specialist advice on these matters. For any clarification or any other need of a fiscal or tax nature, the Customer must contact his accountant or other qualified professionals;

**6.2** Subject to the provisions of the previous paragraph and without prejudice to the other obligations laid down in the Contract, the Customer is obliged:

10) to use the Peppol network in accordance with the provisions of the Contract in compliance with current legislation, morals and public order;

11) to ensure that the digital signatures used for the subscription of Invoices and/or Orders are and remain fully valid;

12) to provide its customers or suppliers with its participant ID in order to ensure the correct receipt of documents and/or Orders, remaining in any case excluded the receipt of Invoices payable and/or Orders to different parties;

13) to validate your VAT number following the online procedure specifically prepared in order to meet this authentication.

**6.3** It is understood that the Customer assumes responsibility in civil, criminal and administrative matters in relation to the content of the Orders issued and received by and to the Public Administration concerned through the Peppol Network, Undertaking to indemnify and hold the Suppliers harmless from any claim of third parties or injurious consequences that may arise in this regard.

In the event of any breach of any one of the obligations/commitments provided for in this article, the Customer undertakes to indemnify and hold the Suppliers free from any direct or indirect damage, liability and/or burden, including legal fees, that Suppliers should suffer or bear as a result of the disputed defaults, even resulting from third party claims. In this case, Suppliers will have the right to intervene in the forms and ways deemed appropriate to eliminate, where possible, the violation and its effects, or to suspend or interrupt the Service, reserving the right to terminate the Contract.

**6.4** The Customer declares that he has carefully read the Contract, including all the documents that form it, and that he has fully understood their content and is aware of the validity and legal effects of access to the Peppol Network.

## 7. Reference

**7.1** For what is not expressly stated in these Special Clauses, please refer to the provisions of the General Clauses and the relevant regulatory provisions.

## SECTION VII - SPECIAL CONDITIONS FOR THE SUPPLY OF THE ArubaID SERVICE

### 1. Definitions

Where mentioned in this Section V, and in the other documents referred to therein, the terms below shall have the following meaning:

**Attributes:** information or qualities of the Customer, used to represent his/her identity, status, legal form or other specific characteristics;

**Identifying Attributes:** name, surname, place and date of birth, sex, or company or trading name, registered offices, taxpayer ID or VAT number and the details of the identity document used for the purpose of identifying the Applicant;

**Secondary Attributes:** the land line or mobile telephone number, e-mail address, physical and digital domicile, and any other Attributes of the Applicant, including those needed for communication between the Digital Identity Operator and the Applicant;

**Current Assignee:** the holder of the digital identity with which the mobile phone number that the Holder intends to use is already associated;

**Electronic Authentication:** verification carried out by the Operator, at the request of a Service Provider, of the validity of the Access Credentials presented by the Holder to the Operator, in order to validate his/her Electronic Identification;

**ArubaID Service Charter:** the document that contains information about the principles, standards and forms of protection for the Customer purchasing the ArubaID Service published at <https://www.pec.it/DocumentazioneSPID.aspx>;

**Unavailable Mobile:** a mobile number that is already associated with another digital identity that is active, suspended or pending activation.

**Identification Code:** the specific attribute assigned by the Operator, which allows a Digital Identity to be identified unequivocally in the context of the SPID;

**Credentials:** the unique identity, as described in the Manual, used by the Customer, together with the Identification Code, for securely accessing, through electronic authentication, the services provided on the network by a Services Provider

**DPCM:** the Prime Ministerial Decree of 24/10/2014, which defines the features of the public digital identity system for citizens and businesses (SPID) and the timescales and procedures for adoption of the SPID system by government authorities and businesses.

**Service Provider:** the provider of information society services defined in article 1, paragraph 1, letter a), of Legislative Decree no. 70 of 09.04.2003, or of the services of an authority or public entity provided to users through information systems accessible via the web, pursuant to article 1, letter i) of the DPCM;

**Electronic Identification:** validation of all the data exclusively and unequivocally attributed to a party, which allows the party to be identified in the information systems by means of appropriate technologies that guarantee security of access;

**Digital Identity:** the electronic representation of the one-to-one correspondence between a party and its Identifying Attributes, verified through the set of data collected and stored in digital form according to the procedures referred to in the Prime Ministerial Decree of 24.10.2014 and its implementing regulations.

**Manual:** the ArubaID Service Operating Manual, published at <https://www.pec.it/DocumentazioneSPID.aspx> filed by Aruba PEC with AgID, the purpose of which is to describe the ArubaID Service policy, its characteristics, service levels, any restrictions on its use, the rules and operating procedures adopted by the Operator for making available and managing the Attributes used by the Holder for electronic identification via SPID;

**Application form:** the specific form which contains all the information necessary for the identification of the person requesting the ArubaID Service and for which he/she assumes responsibility in accordance with article 76 of the Presidential Decree 445/2000;

**Automatic Renewal:** the option for automatic renewal of the ArubaID Service on its expiry for a period equal to the initial one. Unless otherwise stated by the Customer according to the procedures indicated during the ordering process, this option will be activated automatically if the Customer decides to pay for the ArubaID Service by Credit Card or PayPal, in accordance with article 6 of Section I of the Conditions;

**ArubaID Service:** the digital identity service supplied by Aruba PEC and chosen by the Customer, consisting of a set of services, functions and information made available to him/her for the purpose of accessing the SPID as the holder of a digital identity, for the purposes allowed by current legislation and according to the characteristics and methods described in the Manual.



**SPID:** acronym of “Sistema Pubblico dell’Identità Digitale” [Public Digital Identity System], a system established pursuant to article 64 of Legislative Decree no. 82 of 05.03.2005, as subsequently amended and supplemented, to which Government Authorities and businesses subscribe according to the procedures established in the Prime Ministerial Decree of 24.10.2014;

**SPID Citizen Natural Person:** Digital Identity issued to the natural person.

**SPID Companies:** Digital identity issued to the legal entity.

**SPID Professional Use Natural Person:** Digital identity for professional use of the natural person provided following the Guidelines relating to the issuance of the Digital Identity for professional use referred to in AgID Resolution no. 318/2019. This identity contains the attributes of the natural person to whom an extension attesting to professional use is added.

**SPID Minor:** Digital identity issued to the minor and requested by the parent.

**Holder:** the Customer to whom a Digital Identity is assigned following a request made for the ArubaID Service.

## 2. Requirements

**2.1** The Suppliers, in accordance with the provisions of the DPCM and the applicable regulations, allow the Customer to access on-line, by means of a Digital Identity, the services offered by a Service Provider as well as ancillary or optional services offered by the Suppliers from time to time. The particular ArubaID Service is provided following verification of the identity of the Customer and after Aruba PEC has obtained, verified and certified the Attributes. Aruba PEC guarantees the provision of the type of Service requested through the assignment and delivery to the Customer of the Credentials and the Identification Code in a secure manner as described in detail in the Contract and in the Manual.

**2.2.** With particular regard to the method of identification by means of the audio/video session referred to in the Manual, the Customer acknowledges and accepts that the assessment of the admissibility and appropriateness of said session (as well as of the documents presented therein by the Customer) shall be carried out at the sole discretion of the Manager and/or the personnel appointed by the Manager.

**2.3.** Where the verification of the identity of the Applicant is carried out in the manner set out in Article 7, paragraph 2, letters b) and d) of the aforementioned Prime Ministerial Decree of 24 October 2014, the personal data that will be entered in the specific application form for the ArubaID Service shall be those contained in the database corresponding to each instrument used. Therefore, by submitting a request for the ArubaID Service and accepting the Contract, the Customer expressly authorises the Suppliers to use the said data as Identifying Attributes and possibly as secondary Attributes, confirming their validity and correctness.

## 3. Activation of the Service and its provision, duration, renewal, fees and termination

**3.1.** Subject to the provisions of art. 6 of Section I of the Conditions, the ArubaID Service is activated and renewed by a process that complies with relevant current legislation, in accordance with the procedures stated below and described in detail in the Manual, to which reference is made. The Customer may choose from the types of ArubaID Service available and described in the Manual. The Service shall have the duration indicated in the Order Form and shall be renewed in accordance with the frequency and methods indicated therein. The procedures for renewal of the Credentials are stated in the Manual, to which express reference is made.

**3.2** Notwithstanding the provisions of Article 5, Section I of the General Terms and Conditions, the Customer is required to fulfil the obligations required of it as described in the manual and in the technical specifications within 3 (three) months of sending the Order Form. Once said time period has elapsed, the order will be cancelled; if the Customer has paid fees for the service, Articles 5.1 and 7.4 of Section I of the General Terms and Conditions shall apply.

**3.3** The Parties understand that termination of the Contract, for whatever reason, will lead to the automatic cessation of the ArubaID Service.

**3.4** If SPID Professional Use Natural Person or SPID Companies is chosen, the Service will be provided against payment of the fee as provided for in the Price List and the relevant Order Form.

**3.5** In the case of choice of SPID Citizen Natural Person, SPID Professional Use Natural Person or SPID Companies, the Customer may renew the Service before its expiration upon payment of the amounts indicated in the Price List in force at the time of renewal. The Customer therefore acknowledges and accepts that, in the absence of the payment necessary for the renewal of the Service, the Contract terminate.

## 4. Characteristics of the Service

**4.1** The characteristics and type of ArubaID Service are defined and provided in accordance with the regulations, this Contract and as indicated in the Manual.

**4.2** The Suppliers guarantee the levels of security of the Digital Identities according to the procedures and specifications stated in the Manual.

## 5. Suspension and revocation

**5.1** The Operator will suspend or revoke the Digital Identity promptly and free of charge, as described in greater detail in the DPCM and in the Manual and in accordance with the procedures described therein, particularly if it has learned that:

- a) it has not been active for a period of more than 24 (twenty-four) months
- b) the Customer has died;
- c) the legal person to which it relates has been extinguished;
- d) illegal use is made of the Digital Identity;

or:

- e) it has been requested by the Customer;
- f) following expiry of the contract
- g) if the Customer fails to respond to requests for clarification relating to the unavailable mobile number, in accordance with the provisions of the Operating Manual; in this case, after a further 15 days following the requests for clarification, the Digital Identity will be revoked.

**5.2** Revocation or suspension of the Digital Identity will lead to the deactivation or suspension of the relevant ArubaID Service respectively. If the suspension takes place following a request made by the Customer for the reasons stated in paragraph 5.1, letter d) above, Aruba PC will promptly suspend the Digital Identity for a maximum period of 30 (thirty) days, informing the Customer. Once that term has expired, the identity will be revoked if a copy of the complaint filed with the Judicial Authority for the same facts on which the request for suspension is based has not been received within the same period.

## 6. Obligations and liability limits of the Suppliers

The Suppliers may delegate, in whole or in part, to third parties, also outside of their own organisation, individual functions or stages of the ArubaID Service, in accordance with relevant applicable legislation, retaining full responsibility vis-à-vis the Customer for the execution and supply of the Service itself, being responsible for all activities undertaken by the delegated party as if they were being undertaken by the Suppliers themselves. The Suppliers guarantee that such parties, when delegated, are required to adopt all security measures stipulated by them and comply with all the provisions of existing legislation.

## 7. Customer's obligations and rights

**7.1** The Customer hereby acknowledges and accepts that he/she is required to keep the content of the Identifying Attributes listed below up to date, proactively and/or when advised by the Suppliers:

- a) For natural persons:
  - 1) details of the identity document and its expiry date;
  - 2) the secondary attributes as defined in article 1, paragraph d) of the DPCM;
- b) For legal persons:
  - 1) registered office address
  - 2) tax code or VAT No.
  - 3) the Company's legal representative
  - 4) Secondary attributes as defined in article 1, paragraph d) of the DPCM

**7.2** The Customer is required to inform the Suppliers as soon as any change is made to the Attributes associated with him/her.

**7.3** In using the ArubaID Service, the Customer will be responsible for verifying the authenticity of the Service Provider or Digital Identity Operator if a request is made to use the Digital Identity. In this respect, the Customer acknowledges and accepts that the Suppliers are and remain uninvolved in the relationship between the Customer and the Service Provider, said relationship being governed exclusively by the relevant contractual conditions adopted completely independently by the Service Provider itself.

**7.3.1** Subject to the above, the Customer will be required to take all the precautions and measures necessary for ensuring the security of the Credentials referred to in the "Information on measures and precautions to protect Digital Identity" specifications provided by Aruba PEC during registration.

**7.4** Notwithstanding the foregoing, the Customer undertakes to report immediately to the competent authorities in the event of loss or misappropriation of the Credentials and to promptly provide the Suppliers with a copy of said report, within 30 days in any event as provided for in art. 5.2 above.

**7.5** The Customer also declares that he/she is in possession of all valid licences for the software that he/she uses and will bear the associated costs.

**7.6** The Customer is entitled to ask the Suppliers to inform him/her of any use of the Credentials; Aruba PEC will send the details to one of the secondary Attributes indicated for this purpose by the Holder.

**7.7** The Customer also acknowledges and accepts that the Suppliers will store the documentation related to the subscription process for a period of twenty years from the date of revocation of the digital identity, in accordance with the relevant applicable legislation; it is also understood that the audio/video session will be fully recorded and stored for twenty years from the date of expiry or revocation of the digital identity using cryptographic methods that only guarantee access subject to a request from the Judicial Authority, the Agency during the supervision activities, or the user in case he/she is unaware of it.

**7.8** Violation, whether direct or indirect, of the above obligations, will entitle and authorise the Suppliers to terminate the Contract with immediate effect. In the event of a violation of one or more of the above obligations/undertakings, the Customer undertakes to indemnify and hold harmless the Suppliers against any harm, responsibility and/or liability, whether direct or indirect, including legal costs, which the Suppliers may incur or bear as a consequence of the non-fulfilment reported, including any arising from compensation claims made by third parties. In such an event, the Suppliers will be entitled to act in the form and manner deemed appropriate to eliminate, where possible, the breach and its effects, or to suspend or interrupt the ArubaID Service, also reserving the right to terminate the Contract pursuant to article 14 below of Section I of the Conditions.

## 8. Handling of disputes and complaints

Subject to the provisions of article 19 of Section I of the Conditions, in order to prevent the dispute with the Holders, the Suppliers undertake to apply the conciliation procedures as defined by the AgID. Any disputes and/or complaints concerning the supply of the ArubaID Service may be communicated according to the procedures and within the terms stated in the ArubaID Service Charter.

## 9. Processing of personal data

The processing of the Customer's personal data disclosed by the Customer to Aruba PEC for the purposes of the ArubaID Service will take place in compliance with Legislative Decree 196/2003 and Regulation (EU) 2016/679, the information on the processing of personal data, which can be found at [https://www.pec.it/documents/tc-files/it/109\\_informativaprivacyarubapecspid.pdf](https://www.pec.it/documents/tc-files/it/109_informativaprivacyarubapecspid.pdf); in relation to this data, Aruba PEC is the Data Controller.

## 10. Reference to the Manual

For anything not expressly stated in this Section, refer to the provisions of the Manual.

## SECTION VIII - SPECIAL CONDITIONS FOR THE SUPPLY OF THE SUPERVISOR360 SERVICE

### 1. Characteristics of the Service, Activation, Duration and Termination

**1.1** The "Supervisor360" service is a service that allows the management of the certified mailboxes and/or the electronic invoicing service through the Supervisor360 user as described with the technical and economic characteristics, in the type, with the modalities and limitations reported in the technical specifications, at <https://guide.pec.it/supervisore360.aspx>.

**1.2** The Supervisor360 Service shall be subject to these Conditions published at the link: <https://www.pec.it/termini-condizioni.aspx>. The duration of the Supervisor360 Service shall be indefinite, except for the termination of the Contract for any reason whatsoever, being explicitly excluded, as of now, any responsibility of Aruba for the termination of the Service itself. It is agreed that the Supervisor360 Account will no longer be usable if it has not been used for a continuous period of 12 months; after this period the Suppliers will proceed with the deactivation and cancellation of the Supervisor360 Account in the manner described in detail at <https://guide.pec.it/supervisore360.aspx>.

**1.3** Without prejudice to the other provisions on the subject contained in the Contract, the Customer hereby relieves the Suppliers from any and all liability with regard to the deactivation and cancellation of the Supervisor360 Service carried out in accordance with Article 1.2 and undertakes to indemnify and/or hold harmless the Suppliers themselves from any claim for compensation made by anyone.

### 2. Duties and limitations of liability of the suppliers

**2.1** The Customer acknowledges and accepts that, following a specific proxy made in favour of the Supervisor360 User, the latter will be enabled to operate in the name and on behalf of third parties as owners of the PEC boxes and/or electronic invoicing accounts, as better described in the following link <https://guide.pec.it/supervisore360.aspx>. Therefore, any operations performed in this sense through the Supervisor360 user is presumed to be performed with the prior consent of the legitimate owners of the PEC boxes and/or electronic invoicing accounts that have granted the delegation in favour of the Supervisor360 User.

**2.2** Regarding the operations made possible through the Supervisor360 account, the Customer acknowledges and accepts, for him/herself and for the third parties to whom he/she has allowed, for any reason, to use the Supervisor360 Service, that these operations will be executable only to the extent and within the limits of the permissions granted by the respective owners of the PEC boxes and/or electronic billing accounts in the type, with the modalities and limitations reported in the technical specifications at <https://guide.pec.it/supervisore360.aspx>.

**2.3** The Customer acknowledges and accepts that the Suppliers remain extraneous to the connections created by the Customer through the Supervisore260 account for the delegated management of the certified e-mail and/or electronic invoicing services, without any claim or request for damages, direct or indirect, attributable to or resulting from the activities carried out in relation to the delegations received and/or carried out in favour of the Customer pursuant to art. 2.2.

**2.4** By reason of what is indicated above, the Customer assumes civil, criminal and administrative responsibilities in relation to the operations connected and/or deriving from the use of the Supervisor360 account, committing to indemnify the Suppliers from any claim of third parties, both private and Public Administrations, and from any prejudicial consequence, fiscal, tax, civil or criminal, that may arise in this regard. In addition, the Suppliers cannot in any way be held directly or indirectly responsible for the activities carried out by the Supervisor360 User and/or by the subjects delegated by the owner of the certified mailbox and/or electronic invoicing account through the Services provided by the Suppliers.

**2.5** The Suppliers guarantee to the Customer the provision and use of each Service in accordance with and subject to the provisions of the Technical Specifications and in the Contract. The Suppliers assume obligations of means and not of result and do not guarantee that the Service ordered by the Customer will be perfectly suited to particular purposes or otherwise to the Customer's needs.

### 3 Appointment of Aruba PEC as Data Processor

By entering into this Contract, the Supplier is appointed by the Customer as the Data Processor/Sub-Processor of the personal data communicated by the Controller, as described in Article 22 of the General Section, for the purpose of providing the Service.

### 4 Reference

For anything not expressly stated in these Special Clauses, reference shall be made to the General Clauses and the relevant statutory provisions.

## SECTION IX- SPECIAL CONDITIONS FOR THE SUPPLY OF THE CERTIFIED PLATFORM SERVICE

### 1. Object of the Contract

**1.1** The "Certified Platform" Service allows the aggregate management of the Aruba services purchased by the Customer (by way of example certified email service; digital storage and electronic invoicing service; etc.) through an admin user with the technical and economic characteristics, in the type, with the methods and limitations indicated in the Order Form and in the Technical Specifications

**1.2** The Service may only be purchased by persons to whom a VAT number is assigned.

**1.3** With the "Certified Platform" service, the Customer may also purchase the optional Remote Digital Signature "one shot" service based on a signature certificate that may be used exclusively for the signing of documents coming from specific computer procedures, so-called "one shot", provided on the website [www.pec.it](http://www.pec.it) and in accordance with the methods and with the limitations set forth in the Manual and in the Contract. It is therefore understood that this service, being an Optional Service, regardless of when it is activated, has the same expiry date as the main Service with which it is associated.

**1.4** The Contract is concluded on the date of the correct and punctual receipt by the Suppliers of the Order Form, filled in and accepted by the Customer in all its parts, together with the payment of the fee for the Service. The Contract is concluded in the Italian language; any other foreign language versions are made available to the Customer solely as a courtesy.

### 2. Duration and Renewal of Contract

**2.1** The duration of the Contract is that indicated in the Order Form as of the Activation Confirmation and is renewed at the frequency indicated therein.

**2.2** If the Customer has activated the tacit renewal option as described in the Technical Specifications, the Contract shall be automatically renewed at the expiry date for the period indicated in the Economic Offer and so on at subsequent expiry dates.

### 3. Activation, acceptance and termination of the service

**3.1** Following the conclusion of the Contract, the Suppliers shall deliver the Access Credentials to the Customer. The date of activation of the Service corresponds to the date on which the Customer receives the Access Credentials. It is understood that any delays in the activation of the Service due to the Customer's inertia and/or in any case to the non-performance of activities for which the Customer is responsible shall not be attributable to the Suppliers.

**3.2** As the expiry date of each Service approaches, the Suppliers, as a mere courtesy and therefore without thereby assuming any obligation towards the Customer, reserve the right to send notices by e-mail of the forthcoming expiry of the Services.

**3.3** In order to enable the Customer to retrieve the data within the Service, the Suppliers shall retain the same for 90 (ninety) days following the date of termination of the Contract.

Once the aforementioned term has expired, the Customer authorises the Suppliers, as of now, to delete all data in the Service. If the Storage Service is available for Customers classified as Public Administration, the Suppliers may make the documents placed in Storage available to the Owner, in accordance with the procedures established by the Storage Service Manager.

### 4. Rights and Obligations of the Parties and Limitations of Liability of Suppliers

**4.1** In the event that the Customer makes use of its own collaborators and/or employees and/or third parties in the use of the Service, the Customer shall assume full responsibility for their actions before the Suppliers as if such actions had been performed by the Customer itself. The Customer acknowledges and accepts that he/she is obliged to obtain the authorisations necessary for the proper integration of the Services.

**4.2** With regard to the operations made possible by means of the admin account created with the "Certified Platform" Service, the Customer acknowledges and accepts, for himself and for third parties to whom he has allowed, for whatever reason, to use the "Certified Platform" Service, that these operations will only be executable to the extent and within the limits of the permissions granted by the respective holder of the admin account, with the methods and limitations set out in the technical specifications

**4.3** The Customer is obliged to: (i) pay the fee in the manner and on the terms set out in the Contract; (ii) use the Service in accordance with the Contract and the law in force from time to time.

**4.4** The Service shall be in the name of the Customer and he/she shall therefore not be able to purchase the Service for resale in favour of third parties.

**4.5** the Suppliers guarantee to the Customer the provision of the Service in accordance with the provisions of the Contract, and in particular with the service levels and any limitations provided for in these General Conditions and/or the Technical Specifications as well as applicable legislation.

**4.6** The obligations and responsibilities of the Suppliers towards the Customer are those defined in the Contract, therefore, in any case of breach or non-performance attributable to the Suppliers, the same shall be liable to the extent provided for in the Contract, any other indemnity or compensation to the Customer for direct or indirect damages of any nature or kind being expressly excluded as of now.

**4.7** Any liability of the Suppliers for the Customer's use of the Service in connection with critical situations involving, by way of example, specific risks to the safety of persons, environmental damage, specific risks in connection with mass transport services, the operation of nuclear and chemical plants and medical devices is expressly excluded.

**4.8** Except as provided for in the Technical Specifications, the Suppliers accept no liability whatsoever for the content of the data and/or information for any reason entered and/or processed and/or transmitted via the Service. For this reason, the Customer indemnifies the Suppliers from claims for damages and in general from any prejudicial consequences deriving from the data entered and/or processed through the Service.

**4.9** Without prejudice to the rights and obligations of the Parties as set out in these Conditions, the Suppliers do not control or monitor how the Customer uses the Service(s); in any event, the Suppliers are and remain extraneous to the activities that the Customer carries out in full autonomy. Furthermore, the Customer warrants that he/she is the sole and exclusive owner of the Service and as such is the only person in possession of the relevant Access Credentials and is solely responsible for: (i) at its own risk, of the management of data and/or information and/or content processed for the purposes of the Contract, of their security and backup and of the performance of any other activity deemed useful or necessary to guarantee their integrity, undertaking, for the effect, to apply, at its own care and expense, suitable and adequate security measures; (ii) of the malfunctioning of each Service due to any use that does not comply with the Contract; (iii) of the loss or disclosure of access credentials or further codes received from the Suppliers.

## 5 Appointment of Aruba PEC as Data Processor

By entering into this Contract, the Supplier is appointed by the Customer as the Data Processor/Sub-Processor of the personal data communicated by the Controller, as described in Article 22 of the General Section, for the purpose of providing the Service.