

Particular Conditions for the Provision of Qualified Electronic Time Validation Service

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Foreword

These Particular Conditions are intended to regulate Aruba and Aruba PEC's provision of the Qualified Electronic Time Validation Service to the Customer.

1. Definitions

In these Particular Conditions, the terms below have the following meanings:

Aruba PEC: Aruba Pec S.p.A., headquartered in Ponte San Pietro (BG), Via San Clemente 53, P. IVA 01879020517, an Aruba Group company, qualified as a Qualified Trust Service Provider under the eIDAS Regulation.

ETSI: "European Telecommunications Standards Institute," the international body that sets standards in telecommunications in the European Union.

Providers: Aruba PEC S.p.A. and Aruba S.p.A.

Operations Manual: the operations manual for the Service, available at <https://www.pec.it/DocumentazioneMarcheTemporali.aspx>. It describes the features of the Qualified Electronic Time Validation Service.

Conformity assessment body: the body accredited under the eIDAS Regulation. This body is competent to assess whether the qualified trust service provider and the qualified trust services that it provides comply with the applicable regulations and standards.

Qualified Fiduciary Service Provider: a natural or legal person who provides one or more fiduciary services as a qualified fiduciary service provider and who has been qualified as such by the Conformity Assessment Body.

eIDAS Regulation: the EU Regulation No. 910/2014 of the European Parliament and of the Council of July 23, 2014, on "electronic identification and trust services for electronic transactions in the internal market."

Qualified trust service: the electronic service that meets the requirements set by the eIDAS Regulation.

Service: the Qualified Electronic Time Validation Service. This is a Qualified Trust Service provided by Aruba PEC, which meets the requirements established by Article 42 of the eIDAS Regulation and ETSI EN 319 401, 421 and 422 Standards. The Service allows the attachment of a specific time validation (time stamp), enforceable against third parties, to an IT document.

For terms not defined in these Particular Conditions, please refer to the General Conditions.

2. What documents does the Contract consist of

- 2.1 The contractual relationship between the Customer and Aruba regarding the provision of the Service is governed by:
- The Conditions of Provision of the Service, consisting of the General Conditions and the Particular Conditions of the Service;
 - The Order Form;
 - The Operations Manual;
 - The Activation Confirmation;
 - The Aruba Services Usage Policy;
 - The Price List for the Service.

2.2 In the event of any conflict between the provisions of the Operations Manual and the General and Particular Conditions, the provisions of the Operations Manual shall prevail.

3. Subject of the Contract

3.1 The subject of the Contract is the provision of the Qualified Electronic Time Validation Service with the features indicated in the Operating Manual and under the economic conditions set out in the Price List available on the [Site](#).

4. Duration of the Contract

4.1 The Contract is for a fixed term and its duration is equivalent to that of the purchased time stamp package. In the event of the exhaustion and in the absence of new purchases, the Customer's account will remain active for an additional 6 months, after which the Service will be deactivated.

4.2 If the Customer does not activate the account within 13 months after sending the Order Form, Aruba may cancel the Order.

4.3 The Time Mark Package expires, i.e., it will no longer be usable, if it has not been used for a continuous period of 37 months since the activation of the account. Expiration of the Time Mark Package will result in deactivation of the account. Any remaining unused amount will be retained by Aruba and permanently forfeited by the Customer if they do not request its return within 180 days from the day on which the continuous period of 37 months from account activation has ended.

The number of time stamps included in the purchased Package, if not used by its expiration date, will not be cumulative with any subsequent purchase.

4.4 The Contract shall cease to be effective and the Service shall be deactivated upon expiration of the Package and deactivation of the account and otherwise upon termination of the contractual relationship for any cause whatsoever, subject to the provisions of the other documents constituting the Contract.

5. Fee, method and terms of payment

5.1 The Customer shall pay the fee indicated in the Price List at the same time as they submit the Order Form and in any case prior to activation.

5.2 Each payment made by the Customer will have its own identification number and Aruba will issue an associated invoice within the relevant month. VAT due will be applied to all amounts invoiced. The invoice may be transmitted or made available to the Customer in electronic format.

5.3 The consideration shall be paid in the manner set forth in the Order Form. It is the Customer's responsibility to select a method of payment taking into account the average payment processing time shown at <https://guide.aruba.it/gestione-pagamenti-fatture/ordini/pagamenti-attivazioni>.

5.4 When paying by credit card or PayPal, the Customer can activate the Auto-Recharge option. This option allows the Customer to set up an automatic recharge for the Time Mark Package that is performed when a pre-determined minimum Time Mark threshold is reached.

5.5 By activating the Auto Recharge when they opt to pay by credit card, the Customer agrees that the banking institution indicated by Aruba will store their data, which may be used to pay for any other service provided by Aruba.

5.6 The Customer can disable the Auto Recharge function at any time in the following ways:

- a) From the specific field in the customer area;
- b) By deleting, again from the customer area, the unique identification code of the credit card or PayPal account;
- c) By disabling from your PayPal account the option that allows you to make automatic payments, when paying with PayPal.

Once Auto Recharge is disabled, payment of the fee can only be made using the ordinary procedure set forth in Subsection 5.1.

6. Withdrawal

6.1 Subject to the provisions of the General Terms and Conditions regarding withdrawal, the form for communicating a desire to withdraw is available at <https://www.pec.it/termini-condizioni.aspx>.

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

7.1 Logs (electronic records) of issued time validations are retained for the period of time stated in the Manual.

7.2 Providers will either revoke or suspend the account in the event of any of these circumstances:

- a) An explicit request made by the account holder in writing;
- b) Finding that a violation of the obligations to which the applicant or account holder is bound has occurred;
- c) Abuse and forgery;
- d) Request from the judicial authority.

7.3 The Customer may request the Providers to revoke, suspend or deactivate the account by means of a signed communication containing the relevant elements to identify the Customer and the reasons for which the account revocation or suspension is requested. The order may be blocked and possibly cancelled if the production to which it relates has not yet started, in which case the Customer will only be entitled to obtain a refund of the consideration paid.

7.4 If the account is revoked for any reason, the Customer shall not be entitled to a refund of the consideration paid.

7.5 Account revocation or suspension will result in deactivation or suspension of the Service to which the account relates.

8. Final provisions

8.1 The Providers' obligations and limitations of liability are as stated in the Operations Manual and the Contract.

8.2 Providers may delegate individual functions or phases of the Service to third parties, including those outside their own organization. The Providers will be responsible to the Customer for the execution and provision of the Service and will be answerable in their own right for all activities of the delegate.

Providers guarantee that delegated parties are bound to take all security measures specified by Providers and to comply with all requirements imposed by applicable regulations.

8.3 The Customer must inform anyone intending to use documents with which electronic time validations are associated about the checks to be performed, described in the Manual.
The Customer is required to inform those who access the verification of electronic time validations of the requirements indicated in this regard in the Operations Manual.