

General Terms & Conditions Legal Person Electronic Seal Certificate

Client: the person requesting the Services, hereinafter also referred to as “**Subscriber**” as per point 1.3.5. of the Certificate Practice Statement;

General Terms and Conditions: these general contractual conditions, which govern the use of the Service by the Client;

Contract: a set of documents governing the relationship between InfoCert and the Service user (the Client), including the General Terms and Conditions, any purchase orders and/or applications for registration and the Certificate Practice Statement;

InfoCert S.p.A.: InfoCert S.p.A., a Company under the direction and coordination of Tinexta S.p.A., with registered office in Rome, Piazza Sallustio n. 9 - 00187, VAT Reg. No. 07945211006, Call Center +39 049.7849350 , Email firma.digitale@legalmail.it, Fax +39 049 0978914, Certified Electronic Email infocert@legalmail.it (to be used where required by law). InfoCert adheres to the Code of Ethics available on the “Documentation” page of its website and acts as an accredited Certification Authority (“**Certification Authority**” or “**CA**”) pursuant to Article 29 of Legislative Decree No. 82/2005, as amended (the “Digital Administration Code”, hereinafter briefly referred to as “**D.A.C.**”) and as such it is subject to the supervision of Agenzia per l’Italia Digitale (Digital Agency for Italy) (hereinafter, “**AgID**”). InfoCert provides the Service as a Trust Service Provider (“**TSP**”) pursuant to Regulation (EU) No. 910/2014 of 23/07/2014 (“**Regulation**”), on the basis of a conformity assessment carried out by the conformity assesment body CSQA Certificazioni S.r.l. pursuant to the above-mentioned Regulation, to Standards ETSI EN 319 401, ETSI EN 319 411-1 and ETSI EN 319 411-2 and to the EIDAS assessment scheme defined by ACCREDIA in compliance with ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012.

Certificate Practice Statement: the “ICERT-INDI-MO” Certificate Practice Statement or the “**Certificate Policy**” registered by InfoCert with AgID and available: (i) in electronic format on the TSP’s website (www.firma.infocert.it/documentation); (ii) in electronic and hardcopy format from AgID; (iii) in hardcopy format, upon request, from the Registration Offices or from the TSP’s “Contact for end users” included in the Certificate Practice Statements.

Applicable Laws: the up-to-date legislation governing the Service and, therefore, the Certificate issued by InfoCert. This includes Regulation (EU) No. 910/2014, the D.A.C., the Prime Minister’s Decree of 22.02.2013 and the “*Guidelines containing technical rules and recommendations on the creation of qualified electronic certificates, signatures, seals and timestamps*” issued on 20.06.2019;

Organisation: a legal person who is the subject of the certification and who holds a certificate (the “**Subject**”

referred to in point 1.3.3 of the Certificate Practice Statement);

Application for Registration: the registration and certification application form which the Client requesting the issuance of a qualified or non-qualified certificate (as specified by the Client) fills in with his personal data and signs in acceptance of the General Terms and of other regulations governing the relationship between the parties to this Contract;

Reseller: an entity authorised by InfoCert to resell to the Client the Service provided by InfoCert;

Service(s): the certification activity by which a qualified or non-qualified certificate (the “**Certificate**”), that is suitable for the issuance of a qualified or non-qualified electronic seal (as chosen by the Client, who is responsible for placing the seal), is issued to a legal person under Applicable Laws.

Additional Service: the Service mentioned in Article 15.1, which also includes the automated placing of an electronic seal by InfoCert.

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SECTION I GENERAL PROVISIONS

1. Terms and conditions of Service.

1.1. Applicable provisions and definitions.

Under these General Terms, the terms used shall have the meanings attributed to them in the Certificate Practice Statement or in Applicable Laws. The relationship between the CA, on the one hand, and the Organisation and the Client, on the other, shall be governed by Applicable Laws and by the Contract, whose provisions the Client is required to familiarise himself with and to approve. In particular, the Client undertakes to pay the fees due for the issuance and management of the digital certificate(s).

If the Client /Subject is a separate entity to the Organisation, the Client guarantees to InfoCert that the Organisation shall comply fully with the Contract, pursuant to Article 1381 of the Civil Code.

It is understood that any obligations incurred by the Subscriber under these General Terms and Conditions shall be jointly and severally incurred by the Organisation.

Any use of the Service contrary to the terms of the Contract shall be prohibited.

1.2. Execution of the Contract. Pursuant to the Consumers’ Code and other relevant and applicable laws, in the event that the Services are requested online, the parties shall follow the procedure for online execution of contracts and shall proceed to request a Service only after reading the relevant documentation, which they shall do by following the document storage and the provision of consent. Before submitting a request, any data entry errors can be identified and corrected by exiting and relaunching the wizard from the website. The contract shall be deemed to have



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been executed when the Application is received by InfoCert as proof of acceptance of the offer. Thereafter, the execution shall be confirmed on a durable medium with the delivery of a copy of all contractual documentation. The Contract shall be stored with the TSP as per regulations.

In other cases, the Contract shall be deemed to have been executed when InfoCert receives the Application for Registration properly completed in all its parts. The Contract shall not be deemed to have been executed if the Application for Registration originates from an unauthorised subject, is not completed in all its parts or lacks certain information requested.

2. Processing of personal data pursuant to Article 13 of EU Regulation No. 679/2016

InfoCert is the data controller of data provided by the Client. By filling out the Order or Application for Registration or in the course of the relationship, InfoCert undertakes to process the aforesaid personal data, including the personal data of any delegated parties who act in the name and on behalf of the Client during the relationship, pursuant to and in accordance with Article 13 of of EU Regulation no. 679/2016, by means of paper archives and computer and electronic tools suitable to guarantee their security and confidentiality for the purposes and in the manner described in the "*Privacy Policy – InfoCert Services Activation*" available in the "*Documentation*" page on the website www.infocert.it, which the Client has read.

3. Obligations of the Subscriber and the Organisation.

3.1. The Subscriber and the Organisation are jointly and severally liable for the veracity of the data reported in the Application for Registration. If at the time of identification, the Subscriber has, including through the use of false personal documents, concealed his/her real identity or falsely declared to be another subject or, in any case, acted in such a way as to jeopardise the identification process and related resultss indicated in the certificate, he/she shall be held liable for all damages caused to the TSP and/or to third parties by the inaccuracy of the information contained in the certificate, with the obligation to guarantee and hold the TSP harmless from any claims for damages.

3.2. The Subscriber and the Organisation are also liable for damages to the TSP and/or third parties in the event of their delaying the activation of the procedures provided for by the Certificate Practice Statements for the withdrawal and/or the suspension of Certificates.

4. Miscellaneous.

4.1. Notices. Any written notice, including any complaints regarding the provision of the Service, shall be sent by the Subscriber and/or by the Holder to the addresses indicated in the Certificate Practice

Statement in the article *Contact for end users and notices*.

InfoCert shall send any communication to the Subscriber or the Holder to the certified email address or, in the absence thereof, to the email address indicated in the Order and/or the Application for Registration.

4.2. Changes to contractual terms. The provision of services is regulated and governed by the Contract. Except as provided for in the next paragraph, InfoCert is entitled to make changes to the contractual terms of the services. In this case, and at least thirty (30) days prior to the application of these changes, the new contractual terms applicable to the service shall be notified to the parties by means of certified e-mail or other tool chosen by InfoCert. If the Holder is unwilling to accept the new terms, appropriate notice of cancellation should be sent by certified e-mail or by registered letter with return receipt prior to these changes entering into force. In the absence of such notice of cancellation, the Contract shall remain in force under the new notified terms.

The aforesaid provisions with reference to the changes in contractual terms and conditions do not apply to the amendments and changes made over time to the Certificate Practice Statements. In fact, these are drawn up by InfoCert in accordance with legal provisions and are published by the AgID only after its positive assessment in relation to the certification report (*CAR - Conformity Assessment Report*) produced by an accredited Conformity Assessment Body (*CAB*). The Manuals are published on the InfoCert website following AgID's approval and publication. The aforesaid Certificate Practice Statements are subject to changes over time that are not due to InfoCert's mere arbitrariness, but to the need to ensure their adaptation to the changes in the applicable law. Therefore, it is the sole responsibility of the Holder and the Subscriber to learn of and to adapt their comportment to the applicable Certificate Practice Statements *ratione temporis* available for consultation at any time on the AgID website. Furthermore, changes to the Certificate Practice Statements, even if not communicated to the parties are, in any case, always valid, effective and binding on the parties from the moment of publication of the Certificate Practice Statements that contain these changes on the AgID website.

4.3. Jurisdiction. Any dispute arising between the parties in relation to this Contract, including those related to its validity, interpretation, execution and rescission shall be referred exclusively to the Court of Rome, with the exclusion of any other jurisdiction.

If the Client is a consumer pursuant to Article 66-*bis* of the Consumer Code, civil disputes relating to the Contract concluded by the consumer shall be referred



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to the mandatory regional jurisdiction of the court of the consumer's place of residence or domicile. Pursuant to Article 141-*sexies* of the Consumer Code, if InfoCert is not committed to seek recourse with any alternative dispute resolution entity, it shall inform the consumer that he/she may voluntarily use out-of-court dispute resolution methods provided for by the Consumer Code, by Legislative Decree 28/2010 and by any other applicable laws.

4.4. Applicable law. This Contract is governed by Italian law. For all matters not expressly provided for, reference shall be made to the provisions of the Civil Code and other applicable laws.

4.5. Contract validity. Each provision of the Contract shall be deemed to be approved pursuant that i) it constitutes an autonomous part of the Contract, ii) it produces, in any case, its effects regardless of the effectiveness or nullity of other contractual provisions and (iii) its possible invalidity shall not affect in any case the validity and effectiveness of the Contract.

4.6. Intellectual property. All intellectual and industrial property rights and any and all other rights on the service and its software and any other technological solution present therein and/or linked to it are, and shall remain, the property of InfoCert, unless third party ownership is expressly indicated. All rights for the use of the service and the software and technological solutions present therein are reserved to InfoCert. The Subscriber is granted the use of the service solely within the limits and the terms stipulated in the Contract. The service, software and technological solutions present therein may not be used in any other way including but not limited to the prohibition of copying, modifying, decompiling, disassembling, distributing - including online, and granting permission to third parties for the service, software and technological solutions therein.

4.7. Service availability.

A request for a certificate status check can be submitted pursuant to Article 9.17 "Other Provisions" of the Certificate Practice Statement. InfoCert undertakes to ensure compliance with 99% of the above availability.

5. Compulsory rules - Specific rules applicable where the Client is a consumer.

5.1. The following provisions shall apply only in the case where the Client is a consumer pursuant to and in accordance with the Consumer Code.

5.2. In consideration of the provisions established by Article 1469-*bis et seq.* of the Civil Code, and by the Consumer Code, should any provision contained in the previous articles not be applicable to the Subscriber in view of his/her capacity as consumer, the remaining parts of the Contract shall, in any case, remain effective.

5.3. The right of withdrawal referred to in Article 52 of the Consumer Code is excluded for service contracts

pursuant to Article 59 of the same Code if the Subscriber expresses his/her agreement and acceptance thereof in the Order or in the Application for Registration.

5.4. In situations other than those referred to in Article 5.3. pursuant to Article 52 of the Consumer Code, the Subscriber has the right to withdraw from the contract within 14 days and without giving any reasons. The withdrawal period expires after 14 days from the date of the Contract's conclusion. In order to exercise the right of withdrawal, the Subscriber is obliged to inform InfoCert of his/her decision to withdraw from the contract by means of an explicit statement sent by certified e-mail prior to the expiry of the withdrawal period to: richieste.rimborso@legalmail.it or by means of a registered letter with return receipt addressed to InfoCert S.p.A., General and Administrative Management, Via Marco e Marcelliano, 45 00147 Rome. To this end, the withdrawal form available on the website may be used for convenience by accessing the following link: https://www.firma.infocert.it/pdf/DSignature-auth_revocation.pdf, which, however, is not compulsory.

In the event that this right is exercised, the Subscriber and/or the Holder User shall be obliged to return the electronic seal device, if already in his/her possession, and which should be sent together with the notification with which the right of withdrawal was exercised. The cost of returning the device shall be incurred by the Subscriber and/or the Holder User.

If the Subscriber withdraws from the contract under the terms laid down in this Article, the payments already made will be refunded. These refunds will be made in favour of the bank account used for the initial transaction, unless the Subscriber has expressly indicated different bank coordinates; in any case, the Subscriber shall not bear any costs as a result of such refund.

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SECTION II ELECTRONIC SEAL CERTIFICATES

6. Scope.

6.1. In the case of an application for an electronic seal certificate, the Service shall cover the issuance of a Qualified Certificate for a Legal Person by the TSP, to be associated with the Organisation's electronic seal, whose keys have been generated by means of a device for the creation of the electronic seal.

In particular, the service includes the issuing of a Qualified Certificate related to the organisation's public key and its publication together with the latter, in



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accordance with the procedures in the Certificate Practice Statement ICERT-INDI-MO.

6.1.2. Where a qualified electronic seal certificate is requested pursuant to Applicable Laws, the Service shall, in addition to fulfilling the requirements under Article 6.1.1, comply with Annex III of Regulation (EU) No. 910/2014 as well as with the provision of the D.A.C. and of any technical regulations referred to therein (as amended) and with the ICERT-INDI-MO Certificate Practice Statement.

6.2. The Certificate's limits of use are specified in the Certificate Practice Statement ICERT-INDI-MO.

7. Application for Registration.

7.1. Where indicated, the Subscriber is obliged to pay fees and to indicate, with separate acts, the persons to whom the digital certificates should be issued.

The Subscriber shall apply for the registration and issuance of an electronic seal certificate in accordance with the procedures set forth in the ICERT-INDI-MO Certificate Practice Statement, by using the special Application for Registration form provided. The Application for Registration shall also specify whether or not the certificate to be purchased is a qualified certificate (within the meaning of Articles 6.1.1 and 6.1.2).

7.2. If the verifications required for the issuance of the signature certificate are successful, the certificate shall be generated and issued to the Subscriber in accordance with the ICERT-INDI-MO Certificate Practice Statement. The Subscriber hereby gives his/her consent for the TSP to register and retain for 20 (twenty) years the information collected through the registration, those concerning the tools provided, exclusions, the identity and attributes inserted in the certificate. The cessation of the service and the AC or the RA is regulated by Article 5.8 of the Certificate Practice Statement. The Subscriber hereby agrees to the possible transfer of the aforesaid information to third parties under the same terms and conditions if the TSP terminates its operations.

8. Obligations of the Subscriber and the Organisation.

8.1. The obligations of the Subscriber and the Organisation are those laid down by applicable law and in the Certificate Practice Statement. The seal certificate's Subscriber and the Organisation are required to ensure the safe custody of the device and the authentication and signature credentials and to take all the technical and organisational measures deemed suitable to prevent damages to others, as well as to personally use the device authentication credentials

8.2. The Subscriber and the Organisation, in view of the fact that the use of an electronic seal for which a certificate has been issued pursuant to these General Contractual Terms and Conditions entails the possibility of sealing important deeds and documents

with full legal effect under Italian law and attributable solely to the organisation it represents, are obliged to observe the utmost diligence in the indication, use, storage and protection of authentication tools provided by the TSP including the private key, device and activation code (PIN) associated therewith. Furthermore, the Subscriber and the Organisation also undertake to upgrade their hardware and software systems to the security measures provided for by applicable laws.

8.3. Resale of the Service. Any Subscriber that is not a Reseller may not use the Service in order to sell it to third parties.

9. Obligations of the TSP.

9.1. The TSP's obligations are those set out in the applicable legislation and in the Certificate Practice Statement ICERT-INDI-MO. In particular, InfoCert undertakes to:

- Store all the Certificates issued in the manner provided for by the Certificate Practice Statement for 20 (twenty) years in a suitable non-editable digital archive;
- ensure digital storage of the Service logs in the manner set out above.

The TSP assumes no other obligations other than those provided for by these Contractual General Terms and Conditions, the Certificate Practice Statement ICERT-INDI-MO, and by the applicable laws on certification activities.

9.2. In particular, the TSP gives no guarantee as regards (i) the proper functioning and security of hardware and software equipment used by the Subscriber and/or by the Organisation, (ii) any uses of the Signature Certificate other to those provided for by applicable Italian laws and by the Certificate Practice Statement, (iii) the smooth and ongoing operation of national and/or international electricity and telephone lines, (iv) the validity and value, including probative, of the Signature Certificate or of any message, deed or document associated therewith or packaged using the keys to which the certificate refers to for deeds and documents subject to legislation other than Italian law, (v) the confidentiality and/or integrity of any message, deed or document associated with the Certificate (meaning that any violations of the latter shall be typically detected by the recipient through the special verification procedure); and vi) the placement of a seal in the event that the Remote Service under Article 15 is not purchased.

9.3. In light of the provisions of these general terms and conditions, the TSP assumes no obligation for the surveillance of the content, type or electronic format of documents and assumes no responsibility for the hashes transmitted by the computerised procedure indicated by the Subscriber except in the case of wilful misconduct or gross negligence, the merit of their



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validity and their imputability to the actual will of the Subscriber.

10. Duration of the Contract and Certificate's validity.

10.1. The contract has the same duration as that of the signature certificate indicated in the latter's "validity" field.

10.2. Before the date of expiry, the Subscriber may request a renewal of the certificate according to the procedure provided in the Certificate Practice Statement ICERT-INDI-MO. The renewal entails the extension of the Certification Contract until the expiry or revocation of the renewed certificate and the payment of the fees established for this service. An expired or revoked certificate cannot be renewed.

11. Fees.

11.1. Fees for the provision of the Service are provided by the Registration Offices and are, in any case, made known to the Subscriber prior to the request for services.

The Subscriber is obliged to pay these fees to the amount, in the times and in the manner indicated in the Order or in the Application for Registration.

If the Subscriber has purchased the Service from a Reseller, fees shall be payable to the Reseller and the latter's financial terms and conditions as specified in the Application for Registration shall apply.

12. Revocation and suspension of the certificate.

12.1. The conditions, procedures and timeframes for the revocation or suspension of the signature certificate are set out in the Certificate Practice Statement ICERT-INDI-MO in compliance with applicable law.

12.2. A Special Emergency Code (ERC) shall be issued to the Subscriber which is to be used in the procedures referred to in the points of the previous paragraph.

The Subscriber is obliged to keep and safeguard the Emergency Code (ERC) with the utmost diligence and not to communicate it or disclose it to third parties and to store it in a safe place. The Subscriber undertakes to notify the TSP of the cases and reasons that result in the suspension and/or revocation of the Certificate as indicated in the Certificate Practice Statement without delay.

The Subscriber and the Organisation using the Certificate are required to check the validity, suspension and revocation of the Certificate in use in the manner specified in the Certificate Practice Statement.

The Subscriber undertakes to prevent access to the Services and signature procedure through its systems whenever the certificate is revoked or compromised.

13. Responsibility of the TSP.

13.1. Without prejudice to the provisions of these general terms and conditions, the TSP's liability for the service shall be governed by point 3.2 of the ICERT-

INDI-MO Certificate Practice Statement. Except in the event of wilful misconduct or gross negligence, the TSP accepts no responsibility for any direct and indirect damages suffered by the Client and/or by third parties as a result of non- or incorrect use a Certificate, including any use that is contrary to Applicable Laws.

InfoCert accepts no responsibility for any direct and/or indirect damages also arising alternatively i) from the loss, ii) from improper storage, iii) from the improper use of the identification and authentication tools and/or the Holder's non-compliance with the above.

Furthermore, the TSP, right from the Contract formation and also during its execution, shall not be liable for any damages and/or delays due to the malfunction or failure of the computer system and Internet network.

Except in the case of wilful misconduct or gross negligence, InfoCert shall not incur any charges or liability for direct or indirect damages of any nature and extent that may occur to the Subscriber and/or to third parties caused by tampering or interventions on the service or on the equipment carried out by third parties not authorised by InfoCert.

13.2. In the event of any breach on the part of the TSP, the Subscriber or the Organisation shall only have the right to a refund of the price paid for the service in relation to downtime, by way of compensation for all the damages that may be incurred.

The refund may not be claimed if the downtime is attributable to the telenotices network operator or arising from unforeseeable circumstances, force majeure or causes that are, in any case, not attributable to InfoCert such as strikes, riots, earthquakes, acts of terrorism, civil unrest, deliberate sabotage, chemical and/or bacteriological incidents, war, floods, measures of the competent authorities in the field or the inadequacy of facilities and hardware and/or software equipment used by the Subscriber.

14. Termination of the contract.

14.1. Pursuant to Article 1456 of the Civil Code, the Contract shall be legally terminated, and the service shall be discontinued with immediate revocation of issued Certificates, if the Subscriber or the Organisation violate all or part of the provisions set out in the clauses referred to in Article 3 (Responsibility of the Organisation and of the Subscriber); Article 4.6 (Intellectual Property); Article 8 (Obligations of the Subscriber and the Organisation), Article 11 (Fees); as well as in the event of non-compliance with the ICERT-INDI-MO Certificate Practice Statement. Termination shall occur forthwith when the party concerned informs the other party by means of certified e-mail or registered letter with return receipt, that it intends to make use of this clause.

14.2. The TSP has the right to withdraw from this contract at any time with 30 days notice, as per Article



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1373 of the Civil Code and, consequently, to revoke the certificate.

Once the certificate is revoked, the service shall no longer be provided and the contract shall cease to have effect.

14.3. In all cases where the Subscriber or the Organisation are in default with respect to the obligations assumed, the TSP may suspend the provision of the service, including through the suspension of the certificate. In particular, in the case of non-payment of service fees, InfoCert shall in any case have the right to terminate the Contract with the Subscriber and/or with the Organisation at any time, without notice and liability, and shall consequently revoke any certificate issued.

14.4. In the event of withdrawal by the Subscriber or the Organisation, the fee shall be due in any case and if already paid, it shall be fully retained by InfoCert also by way of compensation for withdrawal.

14.5. All cases of withdrawal, termination of the Contract's validity and its termination, shall be without prejudice to the statutory effects of the Contract up to that point in time.

The Subscriber and the Organisation acknowledge that it shall no longer be possible to use the service should the Contract cease for any cause whatsoever.

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SECTION III

REMOTE ELECTRONIC SEAL SERVICE

15. Scope.

15.1. At the request of the Client and / or the Organisation, a remote electronic seal (the "**Remote Service**") can be issued by the Certification Authority together with the Certificate. Such Remote Service may be provided as a "qualified" service within the meaning of Regulation (EU) No. 910/2014 where the Client so requests on the Application for Registration.

16. Remote Service Activation and Management.

16.1. The Organisation and/or the Client shall indicate on the Application for Registration whether they are requesting a Remote Service and the type of Service they are requesting.

16.2. A Remote Service may be temporarily suspended by InfoCert in accordance with the arrangements made with InfoCert.

17. Obligations of the Client and the Organisation.

17.1. In addition to the obligations under Articles 8 and 11, it is specified that the Client and / or the Organisation shall take all the necessary precautions when using, storing and protecting the authentication and Remote Service activation tools provided to them by the Certification Authority.

17.2. The Client shall pay the fees specified for any Additional Service as part of his Application for Registration.

18. Obligations of the Certification Authority.

18.1. When providing a Remote Service, the Certification Authority shall, in addition to its obligations under Articles 9 and 13 of these General Terms and Conditions, be required to issue an electronic seal, which shall be of a "qualified" nature if so requested on the Application for Registration.

19. Duration.

19.1. A Remote Service shall be active for as long as the relevant Certificate issued according to Section II above remains valid, which period shall be specified on the Application for Activation.

