

# General Terms and conditions

## OneShot

**InfoCert S.p.A.** – a Company under the direction and coordination of TINEXTA S.p.A. - with registered office in Rome, P.zza Sallustio n. 9-00187, VAT 07945211006, call center +39 049.7849350, fax 06/83669634, PEC infocert@legalmail.it, which operates as a qualified trust service provider, based on a conformity assessment carried out by the Conformity Assessment Body CSQA Certificazioni S.r.l., pursuant to Regulation (EU) 910/2014 and ETSI EN 319 401, ETSI EN 319 411-1; ETSI EN 319 411-2, according to the eIDAS evaluation scheme defined by ACCREDIA against ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012.

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### SECTION I GENERAL PROVISIONS

#### 1. Terms and conditions of the Services.

**1.1 Discipline.** Under these General Terms and Conditions, the “**Customer**” is the party that files the order of issuance of the digital certificates in favour of one or more Owner/s; The “**Owner**” is the party in favour of whom the digital certificate is issued and whose data are enhanced within it.

The contractual relationship between the Certifier and the party in favor of whom the Service is provided (Customer and Owner) is ruled by the Digital Administration Code, hereinafter the “D.A.C.”, the Presidential Decree of the Council of Ministers dated 22.02.2013, the CNIPA Resolution No. 45/2009 and subsequent amendments and integrations, as well as by the following contractual documentation (hereinafter, collectively referred to as the “**Contract**”):

- these General Terms and Conditions,
- the Request for the One Shot digital signature service (“**Request Form**”);
- the Certificate Practice Statement cod. ICERT-INDI-MO-ENT, filed by InfoCert with AgID (the “**Certificate Practice Statement**”) and the document that foresees the technical information of the service PKI Disclosure Statement (“**PDS**”).

The aforesaid Certificate Practice Statement is available:

- in electronic format on the TSP’s website (<http://www.infocert.it/documentazione>);
- in electronic and hardcopy format at AgID;
- in hardcopy format by prior request to the Registration Offices or to the TSP’s “*Contact for end users*”.

The abovementioned PDS is available:

- in electronic format on the TSP’s website (<http://www.infocert.it/documentazione>).

The definitions contained in this document have the meaning referred into applicable laws and documents mentioned above.

The Customer and the Owner are required to carefully

read and approve all the provisions referred to in the Contract. Among other things, the Customer undertakes the obligation to pay the fees due for the issuance and management of digital certificates, for the delivery and/or provision of secure signature devices and, as the case may be, for the management of the Owner’s role.

**1.2 Execution of the Contract.** Pursuant to the Consumer Code and other relevant and applicable laws, if the services are requested online, the computerized procedure for the execution of the Contract provides that the parties accept InfoCert’s proposal and request the services only after having acknowledged the documentation and then follow the computerized procedure for the storage of documents and the provision of consent. Before submitting the request, any data entry errors can be detected and corrected by exiting and restarting the procedure from the original website. The Contract is executed when the request, as acceptance of the proposal, is received by InfoCert. Subsequently, the execution shall be confirmed on a durable device with the delivery of a copy of all the contractual documentation. The Contract shall be stored with the Certifier by law.

#### 2. Privacy notice pursuant to article 13 of EU Regulation no. 679/2016.

**2.1** As Data Controller in relation to the data provided by the Client, InfoCert S.p.A. undertakes to process the aforementioned personal data, pursuant to and in accordance with Article 13 of EU General Data Protection Regulation no. 679/2016/EU, using paper files and IT and digital tools that ensure maximum security and confidentiality, for the purposes of and in the manner set out in the privacy policy “Privacy Policy – InfoCert Services Activation” available on the “Documentation” page on [www.infocert.it](http://www.infocert.it), which the Client represents to have acknowledged.

#### 3. The Owner and the Customer’s liability.

The Owner and the Customer are liable for the truthfulness of the data reported in the Registration and Certification Request. If upon identification, the Owner and the Customer have hidden, also by means of false personal documents, their actual identity or falsely declared to be another subject or, in any case, acted in such a way as to jeopardize the identification process and related results indicated in the certificate, they shall be held liable for all damages caused to the TSP and/or to third parties due to the inaccuracy of the information contained in the certificate, with the obligation to guarantee and hold the InfoCert harmless from any possible claims for compensation for damages.



# General Terms and conditions

## OneShot

### 4. Miscellaneous.

**4.1. Communications** Any written communications shall be sent by the Owner and the Customer to the addresses indicated in the Certificate Practice Statement under the Article “Contacts” and PDS in the “Contacts” section.

InfoCert shall send any possible communications to the Customer or the Owner to the certified email address (“PEC”) or, default, to the email address indicated in the Order and/or the Request Form.

**4.2. Changes to contractual terms.** The provision of the services is ruled and governed by the Contract. Save as provided for in the next paragraph, InfoCert is entitled to make changes to the contractual terms of the services. In such 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 certified email or other device chosen by InfoCert. In case the Owner does not accept the new terms, he/she shall properly inform about the cancellation by certified email or by registered letter with return receipt prior to these changes entering into force. Lacking said cancellation, the Contract shall remain in force under the new notified terms.

The aforesaid provisions on changes in contractual terms and conditions do not apply to the amendments and changes made over time to the Certificate Practice Statements. In fact, the Certificate Practice Statements are drawn up by InfoCert in accordance with legal provisions, are filed with AgID, from the latter approved and published in their current version on relative AgID website and on InfoCert website.

The aforesaid Certificate Practice Statements are subject to changes over time that are not due to InfoCert’s mere discretion, but to the need to ensure their adaptation to changes in the applicable law. Therefore, the Owner and the Customer are required to know and to adapt their behaviour to the applicable Certificate Practice Statements *ratione temporis* available for consultation at any time on 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 for the parties since the publication of the Certificate Practice Statements containing these changes on AgID website.

### 4.3. Competent court.

For any complaints, it is possible to contact InfoCert directly, by writing to the [reclami@infocert.it](mailto:reclami@infocert.it) address or by activating the procedure easily accessible at the following link: <https://help.infocert.it/reclami/>, from which it is possible to send a complaint online, by filling out a standard form.

Pursuant to EU Regulation no. 524/2013, for the resolution of disputes relating to online contracts and services offered online, we also point out the possibility of resorting to the Online Dispute Resolution (ODR) procedure, accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

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

In the event that the Data Controller is a consumer, pursuant to art. 66 bis of the Consumer Code, civil disputes concerning the Contract concluded by the consumer are devolved to the mandatory territorial jurisdiction of the judge of his place of residence or domicile. Pursuant to art. 141 sexies of the Consumer Code, although InfoCert has not undertaken to resort to any alternative dispute resolution body, the consumer is informed that he can use, on a voluntary basis, the methods of out-of-court dispute resolution provided for by the Consumer Code, Legislative Decree 28/2010 and other applicable laws.

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

**4.5. Severability.** Each provision of the Contract shall be deemed as approved in the sense that i) it is 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 all other rights on the service and its software and any other technological solution included therein and/or connected thereto are and shall remain property of InfoCert, unless third party’s ownership is expressly indicated. All rights for the use of the service and the software and technological solutions included therein are reserved to InfoCert. Owner and Customer shall use the service solely within the limits and the terms provided in the Contract. The Owner and the Customer cannot use the service, software and technological solutions included therein in any other way. By way of example but not limited to, copying, modifying, decompiling, disassembling, distributing, also online, and granting third parties with the use of the service, software and technological solutions is prohibited.

### 5. Termination / Right of withdrawal.

Without prejudice to the provisions of art. 3 above, the





# General Terms and conditions

## OneShot

validity of the Contract is subject to the positive outcome of the verifications of the Owner's data filed in the Application Form, which are made by the TSP for the purposes of issuing the digital certificate. In the event of a negative outcome of these verifications, therefore, the digital certificate will not be issued and the Contract will be considered terminated by law.

The Applicant and/or Owner, starting from the execution of the Contract, expressly accepts that has not the right to withdraw from the same pursuant to art. 59(a), Legislative Decree no.206/2005 - i.e. named Consumer Code.

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### SECTION II DIGITAL CERTIFICATE

#### BY MEANS OF ONE SHOT SIGNATUREPROCEDURE

##### 6. Scope

In general the request for a signature certificate concerns the issuance, by the TSP, of a qualified digital certificate (the "**Qualified Certificate**"), to be gathered with the Owner's digital signature, created by means of a device that is secure and compliant with the requirements set forth in the D.A.C., the technical rules referred to therein (and subsequent amendments and additions) in the PDS and in the Certificate Practice Statement and, in particular, the issuance of a Qualified Certificate related to the Owner's public key and its publication together with the latter, in accordance with the Certificate Practice Statement.

The signature certificates for One Shot procedures issued by the TSP, are used by means of special computerized procedures to ensure compliance with the provisions set forth by art. 35, paragraph 3, of the D.A.C..

In providing the Service, the TSP provides the Customer with an IT procedure, resident on InfoCert systems or on those of the Applicant, by means of which the Owner can manage the signing certificate for remote signature procedure existing on the HSM (Hardware Secure Module).

In particular, the Service allows the Owner, subject to the recognition of the same, the remote management of the digital certificate, for the purpose of signing documents from a specific computer procedure provided on the online shop [www.infocert.it](http://www.infocert.it).

In particular, the Service allows the Owner, subject to his/her recognition, the remote management of the digital certificate, for the purpose of signing documents resulting from a specific IT procedure available on the online shop [www.infocert.it](http://www.infocert.it).

##### 7. Request Form for Digital Signature Services

The Owner shall request the TSP the registration and

the issuance of the signature certificate in accordance with the procedures set forth in Certificate Practice Statement and in the PDS by using the proper Registration and Certification Request form made available by electronic means.

The release and signing Procedure must be successfully completed within 60 minutes from the request. Otherwise, the signature certificate shall be revoked and the Owner shall proceed with a new application.

If the verifications required to the issuance of the signature certificate are successfully completed, the certificate shall be issued and published in the appropriate register and provided to the Owner in accordance with the provisions set forth in the Certificate Practice Statement.

The Applicant, in accordance with the provisions of the Certificate Practice Statement and in the PDS, undertakes to pay the fees for the Service and to select, with specific acts and procedures, the subjects to whom the digital certificates must be issued.

##### 8. Service activation and management.

The Service is activated after that the Owner or the Customer provide the TSP with the identification of the 3 computerized procedure by means of which documents will be submitted to the remote automatic signature procedure and after the activation of the signature keys by the Owner.

##### 9. Obligations of the Owner and the Customer.

The Applicant or the Owner must provide the type of OTP (One Time Password) system chosen in order to activate the One Shot signature procedure, assuming all responsibility in this regard.

Owner's obligations are those provided by applicable laws and in general by the Certificate Practice Statement and PDS. According to Art. 32 of the D.A.C., the Owner of the signature certificate is bound to ensure the safekeeping of the signature tool and to take all appropriate organisational and technical measures deemed suitable to prevent damages to others, as well as to personally use the device and signature credentials the signature tool.

Owner, aware that the use of digital signature by means of which a signature certificate has been issued pursuant to these General Terms and Conditions entails the possibility of signing deeds and documents relevant to all effects under the Italian law and only referable to his person, is bound to observe the utmost diligence in indicating, using, storing and protecting the authentication tools made available by the TSP, including OTP codes received on the mobile phone. The authentication and subscription instruments for activating the remote signature procedure are strictly



# General Terms and conditions

## OneShot

personal, therefore the Owner is required to protect the confidentiality of these instruments with the utmost diligence, making sure not to communicate or disclose them to third parties, not even in part, and keep them in a safe place. The Owner is also required to ensure that its hardware and software systems comply with the security measures provided for by current laws.

Furthermore, it is the responsibility of the Owner to carefully check the content of the documents that he intends to sign with the signing procedure, undertaking to refrain from activating the signing procedure if such content does not comply with the will he intends to express.

### 10. The TSP obligations

The TSP's obligations are set out in applicable legislation and, in general, in the Certificate Practice Statement and in the PDS.

The TSP undertakes no additional obligations other than those provided for by these General Terms and Conditions, the Certificate Practice Statement and PDS and the applicable laws on certification activities.

In particular, the TSP provides no guarantee on the proper functioning and security of the hardware and software equipment used by the Owner; on the uses of the signing certificate that are different from those provided for by the Italian laws in force and by the Certificate Practice Statement and by the PDS; on the regular and ongoing functioning of national and/or international electricity and telephone lines; on the validity and relevance, even evidential, of the signature certificate - or of any message, deed or document associated therewith or packaged using the keys to which the certificate is related to - against parties and for deeds and documents subject to legislation other than the Italian law, on the secrecy and/or integrity of any message, deed or document associated with the signature certificate or packaged by means of the keys to which the certificate is related to (in the sense that possible violations of the latter are usually detectable by the Owner or by the recipient through the specific verification procedure).

The TSP solely ensures the functioning of the remote signing procedure, according to the levels indicated to the Owner and the Customer.

In consideration of the provisions set in these General Terms and Conditions, the TSP undertakes no obligation for the surveillance of the content, type or electronic format of documents and hashes transmitted by the computerised procedure indicated by the Customer or the Owner, and undertakes no liability, in relation to their validity and connection with Owner's effective will, except in cases of fraud or gross negligence.

### 11. Duration of the Contract and validity of the Certificate.

The Contract has the same duration as the signature certificate indicated in the latter's "validity" field (i.e. 60 minutes from issuance).

An expired or revoked certificate cannot be renewed.

### 12. Fees

The fees for the provision of the signature certificate by means of remote signing procedure are indicated in the in the Registration and Certification Request and anyway known by the Customer or the Owner prior to the request for Services.

The Customer or the Owner are obliged to pay these fees according to the amount, terms and modalities indicated in the Registration and Certification Request.

### 13. Revocation and suspension of the certificate.

The requirements, procedures and timeframes for the revocation or suspension of the signature certificate are set out in the Certificate Practice Statement (under par. 4) and in the PDS in compliance with the law in force.

### 14. TSP's liability

Without prejudice to the provisions of these General Terms and Conditions, the TSP's liability for the Service is ruled by the Certificate Practice Statement.

Except in the case of fraud or gross negligence, the TSP undertakes no liability for the direct and indirect damages the Owner and/or third parties suffered as a result of the use or non-use of the signature certificates issued in accordance with the provisions of these General Terms and Conditions and the Certificate Practice Statement.

InfoCert is not liable for any direct and/or indirect damages also arising alternatively out of the i) loss, ii) improper storage, iii) improper use by the Owner of the identification and authentication device and/or Owner's non-compliance with the above.

Furthermore, the TSP, since 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 the Internet network.

Save the case of fraud or gross negligence, InfoCert shall not bear any burdens or liabilities for direct or indirect damages of any nature and extent that the Owner, Customer and/or third parties may incur into, due to alterations or interventions on the Service or on the devices carried out by third parties that have not been authorized by InfoCert.

In the event of failures by the TSP to comply with its





# General Terms and conditions

## OneShot

obligations, the Customer or the Owner shall only be entitled to a refund of the price paid for the Service in relation to the period when the Service was not available as compensation for all the damages possibly suffered.

The refund may not be claimed if the period when the Service was not available is attributable to the telecommunications network operator or if it arises from unpredictable circumstances, force majeure or causes that are anyway not attributable to InfoCert such as strikes, riots, earthquakes, acts of terrorism, turmoils, deliberate sabotage, chemical and/or bacteriological accidents, war, floods, measures of the competent authorities or the inadequacy of facilities and hardware and/or software equipment used by the Customer.

### 15. Termination of the relationship

Pursuant to Art. 1456 of the Civil Code, the Contract shall terminate by law with the simultaneous interruption of the Service and revocation of the issued certificate, in case the Owner and/or the Customer fail to comply with the provisions contained in the clauses referred to in Art. 3 (The Owner and the Customer's liability); Art. 4.6 (Intellectual Property); Art. 9 (Obligations of the Owner and the Customer), Art. 12 (Fees); as well as to what is set forth in the Certificate Practice Statement. Termination shall occur by law when the concerned party informs the other party by certified email or registered letter with return receipt about its intention to make use of this clause.

In any case of non-payment of Service fees, InfoCert shall be entitled to terminate the Contract with the Customer and the Owner at any time, without notice and burden and shall consequently revoke any issued certificate.

The TSP is entitled to withdraw from this Contract at any time pursuant to Art. 1373 of the Civil Code with a 30 - day notice and, consequently, to revoke the certificate.

In any case of revocation of the contract, the Service shall no longer be provided and the Contract shall terminate its effects.

In all cases where the Owner or the Customer fail to comply with their obligations, the TSP may suspend the provision of the Service, also through the suspension of the Certificate. In any case of non-payment of Service fees, InfoCert shall be entitled to terminate the Contract with the Customer and the Owner at any time, without notice and burden and shall consequently revoke any issued certificate.

In the event of withdrawal by the Owner or of revocation of the certificate, the fees shall anyway be due and, if already paid, said fees shall be fully retained

by InfoCert also as compensation for withdrawal.

In all cases of termination of the Contract the effects of the Contract until termination shall be maintained.

The Owner acknowledges that he/she shall no longer be able to make use of the Service should the Contract terminate for any cause whatsoever.

