

GENERAL TERMS AND CONDITIONS Of Certification Services

DEFINITIONS

Applicable Law: the up-to-date legislation regulating 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 AgID Resolution No. 121/2019, as amended;

Application for Registration or Application: the registration and certification request form, to be filled in by the Customer after entering their personal data and signed in acceptance of the General Terms and of other regulations governing the relationship between the parties that is an integral part of this Contract;

Certificate or Qualified Certificate: an electronic qualified Certificate issued by InfoCert under Applicable Law and marked with an OID (Object Identifier), i.e. a code identifying the TSP, the use of the Certificate and the policy it complies with;

Certificate Practice Statements: the Authentication Certificate Practice Statement (code "ICERT-INDI-MOCA") and the Signature Certificate Practice Statement (code "ICERT-INDI-MO", which includes practices and procedures on how to manage Certificate issuance, revocation and renewal), both registered by InfoCert with AgID and available: (i) in electronic format on the TSP's website (<http://www.firma.infocert.it/documentation>); (ii) in electronic and hardcopy format from AgID; (iii) in hardcopy format by prior request to the Registration Offices or to the TSP's "Contract for end users" specified in the Certificate Practice Statements.

Contract: a set of documents regulating the relationship between InfoCert and the user of the Service, including the General Terms and Conditions, any purchase orders and/or Applications for Registration and the Certificate Practice Statements;

Customer: the party requesting the Services, hereinafter also referred to as "Applicant";

General Terms and Conditions: this standard form contract regulating the use of the Service by the Client and the Owner;

InfoCert: 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 InfoCert adheres to the Code of Ethics which is accessible on the *Documents* page of its website. InfoCert acts as an accredited trust service provider ("TSP"), pursuant to Art. 29 of Legislative Decree 82/2005 and subsequent amendments and integrations ("Digital Administration Code", hereinafter the "D.A.C."). InfoCert provides the Service as a Trust Service Provider ("TSP") pursuant to Regulation (EU)

No. 910/2014 dated 23/07/2014, on the basis of a conformity assessment carried out by the Conformity Assessment Body CSQA Certificazioni S.r.l., pursuant to the aforementioned Regulation and to the Standards ETSI EN 319 401, ETSI EN 319 411-1 and ETSI EN 319 411-2, in accordance with the eIDAS assessment scheme defined by ACCREDIA in response to ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012.

Role: information or set of information in the Certificate specifying the title of the Owner or its employment with the Customer's organization (or with another organization);

Service: certification activity consisting of an IT procedure applied to a public key and which can be detected by means of a validation system. It ensures one-to-one correspondence between the public key and the Owner to whom it belongs, as well as identification of the Owner, validation of the key and detection of the expiry date of the relevant Certificate.

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SECTION I – GENERAL PROVISIONS

1. Terms and conditions of the Services

1.1. Discipline

For the purposes of these General Terms and Conditions, shall have the meanings given to them in the Certificate Practice Statement and in Applicable Law.

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 Certificates, for the delivery and/or provision of secure signature devices and, as the case may be, for the management of the Data Controller's Role.

Should the Owner also be qualified as the Applicant, the Owner undertakes all the provided obligations and liabilities including those to be borne by the Applicant under these General Terms and Conditions and the Certificate Practice Statements.

Any use of the Service contrary to the terms of the Contract is prohibited.

1.2. Execution of the Contract. Pursuant to the Consumer Code and other relevant and applicable laws, if the Services are requested online, the electronic procedure for the execution of the Contract provides that the Applicant and the Owner accept InfoCert's proposal and request the Services only after acknowledging the documentation and then follow the digital procedure for the storage of documents and the giving of consent. Before submitting an Application for Registration, any data entry errors can be detected and



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corrected by exiting and restarting the procedure from the original website. The Contract is executed when the Application for Registration is received by InfoCert in acceptance of the proposal. 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 TSP by law.

When the Services are not requested online, the Contract is executed when InfoCert receives the correctly filled in Application for Registration. The Contract shall not be deemed to be executed if the Application for Registration is submitted by an unauthorised person, is not filled in in its entirety or lacks the requested information.

By signing the Application for Registration, the Customer undertakes to pay the relevant fees and to specify, whether in the Application itself or in a separate document, the parties to whom the Certificates will be issued.

If the Role is specified in the Certificate, the provisions of Section IV shall apply.

Following a successful outcome of the mandatory audits, the Certificate shall be issued to the Owner and published in the relevant register in accordance with the applicable Certificate Practice Statement. The Contract will be kept with the TSP pursuant to Applicable Law.

In particular, the Owner and the Customer hereby agree that the TSP will register and store for a period of 20 (twenty) the information collected upon registration, as well as any information concerning the instruments, revocations, identity and attributes included in the Certificate. The Service provided by the TSP or by the Registration office shall be terminated in accordance with the Certificate Practice Statement. The Owner and the Customer hereby consent to potential disclosure of the aforesaid information to third parties, under the same terms and conditions, in the event that the TSP ceases their activity.

2. Processing of personal data pursuant to Regulation (EU) No. 679/2016.

2.1. InfoCert is the data controller of data provided by the Customer. By filling out the purchase 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 Customer during the relationship, pursuant to and in accordance with Art. 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 Customer has read.

3. Owner and Customer liability.

3.1. The Owner and the Customer are liable for the truthfulness of the data reported in the Application for Registration. If upon identification, the Owner and the Customer have hid, 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 jeopardise 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 TSP harmless from any possible claims for compensation for damages.

The Owner and the Customer are also liable for damages to the TSP and/or third parties in the event they delay the activation of the procedures provided for by the Certificate Practice Statements for the revocation and/or the suspension of the Certificates.

4. Miscellaneous.

4.1. Notices. Any written communication, including any complaints regarding the provision of the Service, shall be sent by the Customer and/or by the Owner to the addresses indicated in the Certificate Practice Statement under the Article "*Contacts*".

InfoCert shall send any possible communications to the Customer or the Owner to the certified email address or, failing this, to the email address indicated in the purchase order and/or the Application for Registration.

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 and are published by AgID only after the



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latter's 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 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 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. Therefore, 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. Jurisdiction. Any dispute arising between the parties in relation to this Contract, including those related to its validity, interpretation, execution and termination shall be exclusively assigned to the Court of Rome, with the exclusion of any other competent jurisdiction.

If the Owner is a consumer, pursuant to Art. 66-*bis* of the Consumer Code, civil disputes relating the Contract executed by the consumer shall be assigned to the mandatory territorial jurisdiction of the court located in the consumer's place of residence or domicile. Pursuant to Art. 141-*sexies* of the Consumer Code, although InfoCert has not undertaken to avail of an 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.

It should also be noted that, pursuant to the EU Regulation No. 524/2013, for the resolution of disputes relating to online Contracts and Services, it is possible to refer to the Online Dispute Resolution (ODR) procedure, provided by the European Commission and accessible at the following *link*: <https://webgate.ec.europa.eu/odr/>.

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.

4.7. Service availability.

The request and/or verification of the Service is available as indicated in the Certificate Practice Statement, Art. 9.17. "Other Provisions", which specifies the service levels that InfoCert undertakes to comply with.

5. Mandatory provisions - Consumer Code, Part II, Title III, Chapter I "The rights of consumers in contracts" - Specific discipline applicable in case the Owner is a consumer.

5.1. The following provisions shall apply only in case the Owner is a consumer pursuant to the Consumer Code.

5.2. In consideration of the provisions set forth by Art.1469-*bis* of the Civil Code and by the Consumer Code, should any provision contained in the above articles be not applicable to the Owner given his/her capacity as a consumer, the remaining parts of the Contract shall, in any case, remain effective.

5.3. The right of withdrawal referred to in Art. 52 of the Consumer Code is excluded for service contracts pursuant to Art. 59 of the same Code if the Owner expresses his/her consent and acceptance thereof in the purchase order or in the Application for Registration.

5.4. In situations other than those referred to in Art. 5.3., pursuant to Art. 52 of the Consumer Code, the Owner is entitled to withdraw from the Contract within 14 days without providing any reasons. Withdrawal can be exercised within 14 days from the date of execution of the Contract. In order to exercise the right of withdrawal, the Owner is obliged to inform InfoCert about his/her decision to withdraw from the Contract by means of an explicit declaration to be sent by certified email 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



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Rome. To this extent, the Owner may use for convenience, although it is not mandatory, the withdrawal form available on the website by accessing the following link: https://www.firma.infocert.it/pdf/DSignature-auth_revocation.pdf. In the event that this right is exercised, the Customer and/or the Owner shall have to return the digital signature device already in his/her possession, together with the communication by which the right of withdrawal has been exercised. The cost of returning the device shall be borne by the Customer and/or the Owner.

Should the Owner withdraw 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 Owner has expressly indicated different bank coordinates; in any case, the Owner shall not bear any costs as a result of such refund.

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SECTION II SIGNATURE CERTIFICATES

6. Scope.

6.1. In the event of a request for a signature Certificate, the scope of the Service is the issuance of a Qualified Certificate by the TSP, to be associated with the Owner's digital signature, created by means of a secure device and compliant with the Applicable Law and in the Certificate Practice Statement ICERT-INDI-MO.

In particular, the Service includes the issuance of a Qualified Certificate related to the Owner's public key and its publication together with the latter, in accordance with the procedures in the Certificate Practice Statement ICERT-INDI-MO.

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

In case the keys have been generated on a secure device, the Certificates issued in accordance with this Section are identified by the following O.I.D.s: 1.3.76.36.1.1.1 and 1.3.76.36.1.1.61. In case the keys are not generated on a secure device pursuant to the EIDAS Regulation, the Certificates issued in accordance with this Section are identified by the following O.I.D.s: 1.3.76.36.1.1.48.1 or 1.3.76.36.1.1.48.2.

7. Application for Registration.

7.1. The Certificate shall be requested as specified in Article 1.2 above.

8. Owner's obligations.

8.1. The Owner's obligations are set forth in Applicable Law, in the Contract and the Certificate Practice Statement ICERT-INDI-MO.

8.2. The Owner of the Qualified Certificate is required to ensure the custody of the credentials and signature

device and to take all the technical and organisational measures deemed suitable to prevent damages to others, as well as to personally use the device and signature credentials. The Owner, aware that the use of a signature Certificate issued pursuant to these General Terms and Conditions entails the possibility of signing important deeds and documents with full legal effect under Applicable Law and attributable solely to his/her person, is obliged to pay the utmost diligence in the indication, use, storage and protection of authentication devices including the private key, the signature device and the activation code (PIN) associated therewith provided by the TSP.

In particular, the Owner is obliged, pursuant to Art. 32 of the D.A.C., to take all appropriate measures to prevent the use of the asymmetric key or digital signature system from causing damage to others.

8.3. The Owner is also required to protect the confidentiality of the private key given its strictly personal nature, by not communicating or disclosing the personal identification code (PIN) for its activation to third parties, by typing it in such ways as not to allow other parties to gain knowledge of it and to keep it in a safe place.

The Owner shall autonomously ensure the compliance with the hardware and software requirements necessary for the correct use of the digital signature and shall undertake to adapt his/her hardware and software systems to the security measures provided for by the Applicable Law.

9. The TSP's obligations.

9.1. The TSP's obligations are exclusively set out in Applicable Law and in the Certificate Practice Statement ICERT-INDI-MO. In particular, InfoCert undertakes to store for a period of 20 (twenty) years all the Certificates issued and Service logs in the manner set out in the Certificate Practice Statement and in a suitable, non-editable digital database.

9.2. In particular, the TSP provides no guarantee on i) the proper functioning and security of the hardware and software equipment used by the Owner; any uses of the private key, the secure signature device and/or the signature Certificate other than those provided for by Applicable Law and by the Certificate Practice Statement ICERT-INDI-MO; iii) the regular and ongoing functioning of national and/or international electricity and telephone lines; iv) 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, v) 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



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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 Service, according to the levels indicated in the Certificate Practice Statement ICERT-INDI-MO.

9.3. In consideration of the provisions established 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 electronic procedure indicated by the Customer or the Owner, and undertakes no liability, in relation to their validity and connection with Owner's effective will.

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

10.1. The Contract has the same duration as the signature Certificate indicated in the latter's "validity" field.

10.2 Before the date of expiry, the Owner 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 Contract until the expiration 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. The fees for the provision of the Service are indicated in the purchase order or in the Application for Registration or in the Certificate Practice Statement ICERT-INDI-MO or made available at the Registration Offices 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 purchase order or in the Application for Registration.

12. Revocation and suspension of the Certificate.

12.1. The requirements, 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 proper emergency code (ERC), to be used in the procedures referred to in the previous paragraph, shall be released to the Owner according to the modalities specified in the Certificate Practice Statement.

12.3. The Owner 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 Owner and the Customer undertake to notify the TSP, with no reasonable delays, about the cases and reasons that

result in the suspension and/or revocation of the Certificate as indicated in the Certificate Practice Statement.

The Owner, Customer and the End User using the Certificate are required to check the validity, suspension and revocation of the Certificate in use according to the modalities specified in the Certificate Practice Statement.

The Customer undertakes to prevent access to the Services and signature procedure through his/her systems whenever the Certificate is revoked or compromised.

13. TSP's liability.

13.1. Liability of the TSP for the Service shall be governed by the Certificate Practice Statements applicable to the Service/s and by these General Terms and Conditions.

Without prejudice to the provisions of the DAC on TSPs, the TSP shall bear full responsibility for any intentional or negligent conduct attributable to it and which leads to direct damages suffered by the Owner.

The Owner shall be solely responsible for any direct and/or indirect damages caused to the TSP and/or to third parties as a result of use or non-use or exceeding the limits of use (see Article 6.2) of signature Certificates issued in accordance with the provisions of these General Terms and Conditions and the Certificate Practice Statement ICERT-INDI-MO Service is ruled by the Certificate Practice Statement ICERT-INDI-MO.

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.

In addition, ever since the definition of the Contract and during its execution, the TSP 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 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.

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



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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.

14. Termination of the relationship.

14.1. 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. 8 (The Owner's Obligations); Art. 11 (Fees); Art. 12.3 (on the obligation to notify cases and grounds for suspension and revocation of the Certificate); where applicable, Art. 45 (The Owner's and the Customer's Further Obligations); where applicable, Art. 47 (The Owner's Further Obligations), as well as to what is set forth in the Certificate Practice Statement ICERT-INDI-MO. 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.

14.2. 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 Certificate, the Service shall no longer be provided and the Contract shall terminate its effects.

14.3. 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.

14.4. 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.

14.5. 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.

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SECTION III

AUTHENTICATION CERTIFICATES

15. Scope

15.1. In the event of a request for an authentication Certificate (the "Authentication Certificate"), the scope of the Service is the issuance of a digital Certificate by the TSP, to be used in accordance with the Certificate Practice Statement ICERT-INDI-MOCA.

In this case, the Service includes the issuance of an Authentication Certificate related to the Owner's public key and its publication together with the latter, in accordance with the procedures in the Certificate Practice Statement ICERT-INDI-MOCA.

If requested, the TSP shall directly or by means of the Registration Offices or special agents, deliver to the Owner, upon payment of the relevant fees, a signature device suitable of storing the Owner's private key. The delivery of this device is an additional service with respect to that provided under this Contract.

The limits of use of the Certificate are specified in the Certificate Practice Statement ICERT-INDI-MOCA.

The Certificates issued in accordance with this Section are identified by the following O.I.D.: 1.3.76.36.1.1.3.

16. Application for Registration.

16.1. The Certificate shall be requested as specified in Article 1.2 above.

17. Obligations of the Owner

17.1. The Owner's obligations are set forth in the Contract and the Certificate Practice Statement ICERT-INDI-MOCA.

The Owner is required to ensure the custody of the asymmetric keys to which the Authentication Certificate refers and to adopt all the technical and organisational measures meant to avoid damages to others and to personally use the keys and the Certificate since these are strictly personal and may not be transferred or given to third parties for their use for any reason. Since the knowledge by third-parties of identification and authentication instruments would enable them to access the Services directly attributable to the Owner, the latter is obliged to pay the utmost diligence in the indication, use, storage and protection of the private key, the signature device and the activation code (PIN) associated therewith.

In particular, the Owner is obliged to protect the confidentiality of the private key, by not communicating or disclosing the personal identification code (PIN) for its activation to third parties, by typing it in such ways as not to allow other parties to gain knowledge of it and keeping it in a safe place and different from the one where the device containing the keys and access and use codes for the Services or, in any case, from the place where the other Service access codes are kept.



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The Owner shall autonomously ensure the compliance with the hardware and software requirements necessary for the correct use of the keys which the Certificate relates to. The Owner shall adapt his/her hardware and software systems to the security measures provided for by the applicable legislation and shall autonomously equip himself/herself with a Personal Computer with an Internet connection, e-mail account, a mobile phone suitable to receive SMS, all equipped with antivirus systems suitable to prevent intrusions. Furthermore, the Owner shall personally set up his/her electronic devices (personal computer, tablet, smartphone, etc.) with the basic software necessary for the use of the Services. The Owner is responsible for the correct configuration of his/her hardware and for the installation of softwares propaedeutic to the use of the Services.

The Owner shall equip himself/herself with an Internet connection that meets the requirements indicated by InfoCert to make use of the Services. The Internet connection does not fall within the scope of this Contract.

In any case, the Owner shall use the keys associated with the Authentication Certificate solely in accordance with the Certificate Practice Statement ICERT-INDI-MOCA.

18 The TSP's obligations.

18.1. The TSP's obligations are set out in the Certificate Practice Statement ICERT-INDI-MOCA.

The TSP undertakes no additional obligations other than those provided for by these General Terms and Conditions and the Certificate Practice Statement ICERT-INDI-MOCA.

In particular, the TSP provides no guarantee on the proper functioning and security of the hardware and software equipment used by the Owner, on uses of the private key, the signature device and the authentication Certificate that are different from those provided for by the Certificate Practice Statement ICERT-INDI-MOCA, on the regular and ongoing functioning of national and/or international electricity and telephone lines, on the confidentiality, validity and relevance, even evidential, of the Authentication Certificate or of any message, deed or document associated therewith or packaged using the keys to which the Certificate is related to, as well as on their integrity.

The TSP solely ensures the functioning of the Service, according to the levels indicated in the Certificate Practice Statement ICERT-INDI-MOCA.

19 Duration of the Contract and validity of the Certificate.

19.1. The Contract has the same duration as that of the Authentication Certificate indicated in the latter's "validity" field.

Before the date of expiry, the Owner may request a renewal of the Certificate according to the Certificate Practice Statement ICERT-INDI-MOCA. The renewal entails the extension of the Contract until the expiration of the renewed Authentication Certificate and payment of Service fees.

An expired or revoked Certificate cannot be renewed.

20 Fees.

20.1. The fees for the provision of the Service are indicated in the Certificate Practice Statement ICERT-INDI-MOCA or made available at the Registration Offices 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 purchase order or in the Application for Registration.

21 Revocation and suspension of the Certificate.

21.1. The requirements, procedures and timeframes for the revocation or suspension of the Authentication Certificate are set out in the Certificate Practice Statement ICERT-INDI-MOCA.

21.2. A proper emergency code (ERC), to be used in the procedures referred to in the previous points of last paragraph shall be released to the Owner according to the modalities.

The Owner 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.

21.3. The Owner and the Customer undertake to notify the TSP with no reasonable delays about the cases and reasons that result in the suspension and/or revocation of the Certificate as indicated in the Certificate Practice Statement ICERT-INDI-MOCA.

The Owner, Customer and the End User using the Certificate are required to check the validity, suspension and revocation of the Certificate in use according to the modalities specified in the Certificate Practice Statement.

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

22 TSP's liability.

22.1. Without prejudice to the provisions of these General Terms and Conditions, the TSP's liability for the Service is governed by the Certificate Practice Statement ICERT-INDI-MOCA.

Without prejudice to the provisions under Chapter II of the D.A.C concerning Owner's obligations, the TSP undertakes all liability for any intentional and negligent



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conduct attributable to it which causes direct and indirect damages to the Owner.

InfoCert shall under no circumstances be 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 devices 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 Internet network.

Save the case of fraud or 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.

22.2. In the event of failures by the TSP to comply with its 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 in case the period when the Service was not available is attributable to the telecommunications network operator or in case it arises from unpredictable circumstances, force majeure or causes that are not attributable to InfoCert such as strikes, riots, earthquakes, acts of terrorism, turmoil, deliberate sabotage, chemical and/or bacteriological accidents, war, floods, measures of the competent authorities, or the inadequacy of facilities and the hardware and/or software equipment used by the Customer.

23 Termination of the relationship.

23.1. 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. 17 (The Owner's Obligations), Art. 20 (Fees); Art. 21.3 (on the obligation to notify cases and grounds for suspension and revocation of the Certificate); as well as in cases set forth in the Certificate Practice Statement ICERT-INDI-MOCA. 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 exercise this clause.

23.2. 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 to consequently 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.

23.3. In all cases 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 particular, in case of non-payment of Service fees, InfoCert shall in any case 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.

23.4. 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.

23.5. 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 use the Service should the Contract terminate for any cause whatsoever.

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SECTION IV

INCLUSION OF THE ROLE IN THE CERTIFICATE

24 Scope and liability.

24.1 If provided for by the Certificate Practice Statement, the Customer or the Owner are entitled to request that their Role be mentioned in the digital Certificate, pursuant to Art. 28, para. 3 of the D.A.C. and to AgID resolution No. 121/2019, as amended, the Owner's specific Role.

In the cases provided in the paragraph above, the insertion is made according to the provisions of the relevant Certificate Practice Statement. In relation to specific roles, titles, qualifications or powers, it is requested to provide the consent of the Interested Third Party in the insertion, together with the latter's correlative power to request the revocation and/or the suspension of the digital Certificate issued. In such case, the TSP shall not be held liable to the Owner for the revocation and/or suspension of the Certificate following the Interested Third Party's request, whatever is the reason of the Interested Third Party's request.

In the event that self-certification is permitted pursuant to Art. 46 of Presidential Decree 445/2000, the Owner shall assume the liabilities referred to in Art. 76 of Presidential Decree 445/2000.

Should the Customer request to insert in the Certificate that the Owner belongs to the Customer's organisation, the Customer undertakes, pursuant to Art. 28, para. 4 of Legislative Decree 82/2005, to promptly notify to the TSP any change or the failing of



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the circumstances object of the information referred to in this paragraph.

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SECTION V CHAPTER I

SIGNATURE CERTIFICATES FOR AUTOMATIC – REMOTE PROCEDURES

25 Scope.

25.1. In the event of a request for a signature Certificate for an automatic or remote procedure, the scope of the Service is the issuance by the TSP of a Qualified Certificate, as described in Section II of these General Terms and Conditions.

The Qualified Certificate for signature with an automatic procedure is associated with the Owner's keys, stored within a HSM module (Hardware Security Module) () or a secure signature device preserved the TSP.

The Certificate's limits of use and relevant automatic procedure are specified in the Certificate Practice Statement ICERT-INDI-MO. Certificates issued in accordance with this Section are identified by the following O.I.D.s: 1.3.76.36.1.1.2 or 1.3.76.36.1.1.62, in the case of a Qualified Certificate for an automatic qualified signature; 1.3.76.36.1.1.22 or 1.3.76.36.1.1.63, in the case of a remote Qualified Certificate.

26 Application for Registration.

26.1. The Certificate shall be requested as specified in Article 1.2 above.

27 Owner's obligations.

27.1. The Owner's obligations are set forth in the Applicable Law, as well as in the Contract and the Certificate Practice Statement ICERT-INDI-MO.

27.2. The use of a digital signature for which a Qualified Certificate has been issued pursuant to this Section V, Chapters II and III, entails the possibility of signing considerable deeds with full legal effect under Italian law and only attributable to the Owner. Therefore, the Owner is obliged to be as diligent as possible in using and protecting the secure signature device, the secrecy of the signature device's activation code (PIN) and the authentication tools for the activation of the automatic or remote signature procedure in accordance with the provisions set forth in the following Section V, Chapters II and III.

27.3. Pursuant to Art. 32 of the D.A.C., the Owner is obliged to take all appropriate measures in order to prevent the use of the asymmetric key or digital signature system from causing damages to third parties.

The Owner is obliged to protect the secrecy of the private key given its strictly personal nature, by not

communicating or disclosing the personal identification code (PIN) for its activation and the other access credentials to third parties, by typing it in such ways that do not allow other parties to gain knowledge of it and to keeping it in a safe place.

The Owner must autonomously ensure the compliance with the *hardware* and *software* requirements which are necessary for the correct use of the digital signature. Therefore, the Owner shall adapt his/her *hardware* and *software* systems to the security measures provided for by applicable laws.

28 The TSP's obligations.

28.1. The TSP's obligations are exclusively set out in Applicable Law and in the Certificate Practice Statement ICERT-INDI-MO. In particular, InfoCert undertakes to store for a period of 20 (twenty) years all the Certificates issued and Service logs in the manner set out in the Certificate Practice Statement and in a suitable, non-editable digital database.

28.2. In particular, the TSP provides no guarantee on i) the proper functioning and security of the hardware and software equipment used by the Owner; ii) the uses of the private key, the secure signature device and/or the Certificate that are different from those provided for by Italian laws in force and by the Certificate Practice Statement ICERT-INDI-MO; iii) the regular and ongoing functioning of national and/or international electricity and telephone lines; iv) 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 Italian law, v) the secrecy and/or integrity of any message, deed or document associated with the Certificate or packaged by means of the keys to which the Certificate is related to (in the sense that any 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 signature procedure, according to the Service Levels indicated to the Customer and to the Owner.

28.3. Therefore, the TSP undertakes no obligation for the surveillance of the content, type or electronic format of documents and hashes transmitted by the electronic procedure indicated by the Customer or the Owner, and undertakes no liability, in relation to their validity and connection with the effective will of the Owner.

29 Duration of the Contract and Certificate's validity.



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29.1. The Contract has the same duration provided for the Certificate, which is indicated in the "validity" section of the same Certificate.

29.2. Before the expiration date, the Owner is entitled to request the renewal of the Certificate according to the procedure provided in the Certificate Practice Statement ICERT-INDI-MO. The renewal entails the extension of the Contract until its expiration date, or the revocation of the renewed Certificate and the payment of the fees provided for this Service.

An expired or revoked Certificate cannot be renewed.

30 Fees.

30.1. The Fees for the provision of the Service are indicated in the Certificate Practice Statement ICERT-INDI-MO or made available at the Registration Offices and anyway known by the Customer or to 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 purchase order or in the Application for Registration.

31 Revocation and suspension of the Certificate.

31.1. The requirements, procedures and timing 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.

31.2. A proper emergency Code (ERC) shall be used in the procedures referred to in the previous paragraph and shall be released according to the modalities specified in the Certificate Practice Statement.

The Owner 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.

31.3. The Owner and the Customer undertake to notify the TSP, with no reasonable delays about, of the cases and reasons that result in the suspension and/or revocation of the Certificate as indicated in the Certificate Practice Statement.

The Owner, Customer and the End User using the Certificate are required to check the validity, suspension and revocation of the Certificate in use according to the modalities specified in the Certificate Practice Statement.

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

The preceding Section IV applies if the Role is inserted in the Certificate.

32 TSP's liability.

32.1. The TSP's liability under this Section shall be governed by Article 13 of these General Terms and Conditions.

33 Termination of the relationship.

33.1. 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. 27 (The Owner's Obligations), Art. 30 (Fees); Art. 31.3 (on the obligation to notify cases and grounds for suspension and revocation of the Certificate); Art. 34 (Customer's Obligations), as well as in cases set forth in the Certificate Practice Statement ICERT-INDI-MO. Termination shall occur by law when the concerned party informs the other party by means of certified email or registered letter with return receipt about their intention to enforce this clause.

33.2. The TSP is entitled to revoke the Certificate from this Contract at any time pursuant to Art. 1373 of the Italian Civil Code.

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

33.3. 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 case of non-payment of Service fees, InfoCert shall in any case 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.

33.4. In the event of withdrawal by the Owner or revocation of the Certificate, the fee shall anyway be due and, if already paid, said it shall be fully retained by InfoCert also as compensation for withdrawal.

33.5. 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.

34 Customer's obligations.

34.1. In addition to the provisions of this Contract, the Customer must indicate the electronic procedure referred to in Art. 36 hereunder, and shall undertake all responsibilities relating to the delivering of documents through this system.

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SECTION V - CHAPTER II AUTOMATIC SIGNATURE PROCEDURE

35 Scope.

35.1. Signature Certificates issued by the TSP for automatic signature procedure are used by means of special electronic procedures to ensure compliance



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with the provisions set in Art. 35 of the D.A.C. According to the Service, the TSP provides the Owner with an automatic signature procedure by means of which the Owner is allowed to manage the signature Certificate for the automatic procedure on the Hardware Secure Module (HSM).

In particular, the Service includes, upon the Owner's authentication by means of proper authentication tools, the Owner's remote management of the digital Certificate for the purposes of signing documents deriving from a specific procedure as indicated by the same Customer or Owner.

Certificates issued in accordance with this Section are regulated in Section V, Chapter 1, and identified by the O.I.D.s provided therein.

36 Service activation and management.

36.1. On requesting the Service activation, the Owner or the Customer shall mention in their Application for Registration the identification number of the electronic procedure by means of which documents will be submitted to the automatic signature procedure.

Following this information, and after the activation of the signature keys by the Owner, the automatic procedure will sign the documents sent by means of the relevant electronic procedure.

Each digital Certificate for an automatic signature procedure can be related only to one single transfer procedure of electronic document.

The Owner may suspend the generation of automatic signatures at any moment by temporarily deactivating the Certificate.

37 Obligations of the Owner and the Customer.

37.1. The Owner is obliged to pay the utmost diligence in the use, storage and protection of authentication devices for the automatic signature procedure provided by the TSP.

The Owner is required to protect the confidentiality of these tools by virtue of their strictly personal nature, by refraining communicating or disclosing them to third parties, even partially, and keeping them in a safe place.

Authentication tools for the activation of the automatic signature procedure are strictly personal.

The Owner undertakes to adapt his/her hardware and software systems to the security measures provided for by applicable laws.

The Customer and the Owner are the sole responsible for the documents which shall be delivered in order to be submitted to the automatic signature procedure, by means of the electronic procedure indicated by them, therefore they will be fully responsible in relation to the operation of the electronic procedure and the content, validity and Ownership of such documents.

38 TSP's obligations.

38.1. The TSP's obligations are exclusively set out in the Applicable Law and in the Certificate Practice Statement ICERT-INDI-MO. In particular, InfoCert undertakes to store for a period of 20 (twenty) years all the Certificates issued and Service logs in the manner set out in the Certificate Practice Statement and in a suitable, non-editable digital database.

The TSP only guarantees the functioning of the automatic signature procedure according to the service levels indicated to the Customer and to the Owner and the correspondence between the documents delivered by means of the electronic procedure indicated by the Customer and/or by the Owner, on one side, and the documents submitted to the automatic signature procedure, on the other side.

38.2. The TSP provides no guarantee on the proper functioning and security of the hardware and software equipment used by the Owner, on the regular and ongoing functioning of national and/or international electricity and telephone lines.

In consideration of the foregoing, the TSP undertakes no obligation for the surveillance of the content, type or electronic format of documents delivered by means of the indicated electronic procedure, and undertakes no liability in relation to their validity and connection with the effective will of the Owner.

39 Duration.

39.1. The automatic signature procedure will be active for the same duration provided for the signature Certificate's validity, issued in accordance with the preceding Section V, Chapter I.

40 Fees.

40.1. The fees for the provision of the Service are indicated in the Certificate Practice Statement ICERT INDI-MO or provided at the Registration Offices and are, in any case, made known to the Customer or to the Owner prior to the request for Services.

The Customer or the Owner must pay the fees according to the amount, in the times and in the modalities indicated in the purchase order or in the Application for Registration.

41 TSP's liability.

41.1. The liability of the TSP under this Section shall be governed by Article 13 of these General Terms and Conditions.

42 Termination of the relationship.

42.1. 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 the event that 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



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Customer's liability); Art. 4.6 (Intellectual Property); Art. 37 (Obligations of the Owner and the Customer); Art. 40 (Fees), as well as to what is set forth in the Certificate Practice Statement ICERT-INDI-MO. The termination shall occur by law when the concerned party informs the other party, by means of certified email or registered letter with return receipt about its intention to make use of this clause.

42.2. 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, as per 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.

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

42.4. In the event of withdrawal by the Owner or of revocation of the Certificate, the fee shall anyway be due and, if already paid, said fees shall be fully retained by InfoCert also as compensation for withdrawal.

42.5. 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.

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SECTION V - CHAPTER III REMOTE SIGNATURE SERVICE

43 Scope.

43.1. In case of request of a signature Certificate for an automatic or remote procedure, the scope of the Service is the issuing of a Qualified Certificate by the TSP, as described in Section II of these General Terms and Conditions.

The Qualified Certificate issued in accordance with this Section is regulated by Section V, Chapter 1 and identified by the O.I.D. provided therein.

The Certificate for signature by means of an automatic procedure is associated with the Owner's keys stored within a Hardware Security Module (HSM) or a secure signature device in the possession of the TSP or third parties.

The Certificate's limits of use are specified in the Certificate Practice Statement ICERT-INDI-MO. Signature Certificates for remote signature procedures issued by the TSP are used by means of specific

electronic procedures that ensure compliance with the provisions of Art. 35, par. 3 of the D.A.C.

The Service provides that the Owner is provided with an electronic procedure, resident on InfoCert systems, by means of which the Owner is able to manage the signature Certificate for the remote signature procedure on the Hardware Secure Module (HSM).

The Service enables, upon authentication by means of appropriate authentication tools, the Owner's remote management of the Certificate for the purposes of signing documents or their hashes, originating from a specific electronic procedure as indicated by the Customer.

44 Service activation and management.

44.1. The Service is activated subject to the identification and communication by the Customer or the Owner to the TSP of the electronic procedure by means of which the documents to be submitted to the remote signature procedure will be delivered and the subsequent activation of the signature keys by the Owner.

45 The Owner and the Customer's Additional Obligations.

45.1. The Customer or the Owner must indicate, by undertaking any responsibility in this regard, the type of One-Time Password (OTP) system chosen, in order to activate the remote signature procedure.

The Owner's obligations are set forth in the Applicable Law, the Contract and Certificate Practice Statement. The Owner of the signature Certificate is required to ensure the custody of the credentials and signature device and to take all the technical and organisational measures deemed suitable to prevent damages to others, and to personally use the device and signature credentials. The Owner is aware that the use of a digital signature for which a Certificate has been issued, pursuant to these General Terms and Conditions, entails the possibility of signing important deeds and documents with full legal effect under the Italian law and attributable solely to his/her person. Therefore, the Owner is obliged to pay the utmost diligence in the indication, use, storage and protection of authentication devices provided by the TSP.

Authentication tools for the activation of the remote signature procedure are strictly personal. Therefore, the Owner must protect the confidentiality of these devices, by refraining from communicating or disclosing them to third parties, also partially, and keeping them in a safe place.

The Owner undertakes to adapt his/her hardware and software systems to the security measures provided for by applicable laws.

Save the case in which the remote signature is used with a hash creation software provided by the TSP, the Customer and the Owner are the sole responsible for



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the documents and hashes which, by means of the electronic procedure, will be transmitted for the purposes of submission to the remote signature procedure and therefore, will be fully responsible in relation to the functioning of this electronic procedure and the content, validity and Ownership of such documents and hashes and shall indemnify the TSP from any and all liability in this regard.

Furthermore, it is the Owner's responsibility to carefully check the content of documents that he/she intends to sign with the remote signature procedure, and the Owner undertakes to refrain from activating the signature procedure if not compliant with his/her will that he/she wishes to express.

keeping them in a safe place that shall be different from the place where the device containing the key is kept. The secure signature device that contains the asymmetric signature keys must not be transferred or given to third parties for their use, for any reason.

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SECTION VI

ISSUE OF CERTIFICATES ON SMART CARD OR TOKEN DEVICES

46 Scope.

46.1. In case of request of a signature Certificate on smart card or token device, the object of the Service is the issuing of a Qualified Certificate in accordance with Sections II and IV of this Contract and as identified by the relevant OID and/or of an Authentication Certificate in accordance with Section III of this Contract and identified by the O.I.D. provided therein.

46.2. The limits of use for the Qualified Certificate and the Authentication Certificate are specified in Certificate Practice Statements ICERT-INDI-MO and ICERT-INDI-MOCA.

46.3. If requested, the TSP shall directly or by means of the Registration Offices, deliver to the Owner, upon payment of the relevant fees by the Customer or by the same Owner a secure signature creation device capable of storing his/her private key and internally generating digital signatures. The delivery of the device is an additional service with respect to the one provided for under this Contract.

47 Additional Obligations of the Owner.

47.1. The Owner of the Qualified Certificate and/or of the Authentication Certificate is required to ensure the custody of the signature device and of 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 signature device and the authentication and signature credentials.

47.2. Authentication devices for the activation of the remote signature procedure are strictly personal. Therefore, the Owner is bound to protect the confidentiality of these devices, by refraining from communicating or disclosing them to third parties, and

