

GENERAL TERMS and CONDITIONS of the Time Validation Services

For the purposes of this contract, the following definitions shall apply:

- **“Annex/es”**: are the Operational/Technical Annexes, also the Certificate Practice Statements, which describe in an analytical manner the Service of Time Validation and the conditions for its use.
- **“Client”** or **“Applicant”**: body, organization or person requesting the Time Validation Service.
- **“Contract for Time Validation Services”** or simply **“Contract”**: means all the contractual documentation including these General Conditions, and all the documents and acts referred to therein, which govern the rules and procedures for the provision of the Service.
- **“InfoCert”** or **“TSP”** (Trust Service Provider) or **“TSA”** (Time Stamping Authority): a Company under the direction and coordination of Tinexta S.p.A., with registered office in Rome, Piazza Sallustio no. 9 - 00187, Tax Code and VAT Number IVA 07945211006, call center +39 049.7849350, e-mail address info@infocert.it, fax 06/83669634, Certified Electronic Email infocert@legalmail.it. InfoCert adheres to the Code of Ethics which is accessible on the website at the page *“WHO WE ARE”*, section *“Code of Ethics”*.
InfoCert renders the Service as qualified Trust Service Provider, 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, in accordance with the eIDAS assessment scheme defined by ACCREDIA in response to ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012.
- **“Certificate Practice Statement”**: Qualified Time Stamp Authority Certificate Practice Statement, ICERT-INDI-TSA code.
- **“Parties”**: jointly InfoCert, the Applicant.
- **“Time Validation Service”** or simply the **“Service”** is the qualified fiduciary service for the qualified electronic time validation provided by InfoCert and described in the Certificate Practice Statement, concerning the supply of time stamps (hereinafter, **“Time Stamps”**).
- **“User”** whoever checks out the Time Stamp.

SCOPE, EXECUTION AND DURATION OF THE CONTRACT

Art. 1. Scope of the Contract, conditions of the Service and relationship between the Parties

The scope of the Contract is the provision of the Service as described in the Certificate Practice Statement.

The Time Stamps are provided by InfoCert according to the policy identified by OID 1.3.76.36.1.1.40 and described in the Certificate Practice Statement. Each Time Stamp is unique and cannot be compared with any other Time Stamp. With the Service, InfoCert limits itself exclusively to affixing a Time Stamp, i.e. to associating a precise date and time with electronic data, which have legal validity. In particular, a qualified electronic time stamp avails of the presumption of accuracy of (i) the date and time it indicates and (ii) the integrity of the data to which that date and time are associated. The affixing of the Time Stamp, therefore, allows to obtain confirmation that the electronic data existed at that time and the possibility of subsequent undetectable changes to the aforementioned data is reasonably excluded.

The Service is provided in accordance with the provisions of the Contract. InfoCert does not perform any activity of identification of the Applicant or control of the document for which the Time Stamp is requested, as such determinations and information are known and transmitted directly by the Applicant under its own exclusive responsibility.

The Time Stamp issued on the basis of the Service may only be used according to what is expressly stated in the Certificate Practice Statement. The Time Stamp may not be used for any other purpose or in any context or manner other than that indicated in the Certificate Practice Statement.

InfoCert does not assume any responsibility for uses other than those described above.

In particular, it is strictly forbidden to use the Time Stamp for applications that process computer data:

- which conflict with or infringe the intellectual property rights, trade secrets, trademarks, patents or other proprietary rights of third parties;
- that have defamatory, libelous or threatening content;
- that contain pornography, obscenity or are otherwise contrary to public morals;
- which, in any case, are in conflict with the applicable legal and/or regulatory provisions;
- that contain viruses, worms, Trojan Horses or, in any case, other contaminating or destructive features.

GENERAL TERMS and CONDITIONS of the Time Validation Services

The Service is provided in accordance with the provisions of the Contract. The Applicant is obliged to accept these General Terms and Conditions and the Certificate Practice Statement and to communicate and have any Users accept the provisions therein.

The Applicant and the User, therefore, are obliged to specifically comply with all the provisions of the Certificate Practice Statement and these General Terms and Conditions relating to the Time Stamp and assume all the obligations set out therein.

All intellectual and industrial property rights and any and all other rights in the Service and in the software and any and all other technological solutions present in it and/or linked to it are and remain the property of InfoCert, unless the ownership of third parties is expressly indicated.

All rights to use the Service and the software and technological solutions contained therein are reserved by InfoCert. The Applicant may use the Service only within the limits and under the conditions set out in the Contract. It is not possible to use the Service, the software and the technological solutions contained in it, in any other way. By way of example and not limited to, it is forbidden to copy, modify, decompile, disassemble, distribute, even online, grant use to third parties, the Service and the software and technological solutions contained therein.

Art. 2. Execution of the Contract with the Client and its effectiveness

The Contract is executed when InfoCert receives the request of the Time Validation Service, correctly completed in its entirety. If the request for time stamping comes from an unauthorized person, is not complete or lacks the required information, the Contract shall not be considered concluded and shall not be carried out in accordance with the provisions of the Certificate Practice Statement.

The purpose of the Timestamps is to grant a legal valid time and date to a digital document. In compliance with and according to EU Regulation 910/2014 (eIDAS), InfoCert's timestamps guarantee the highest legal value within the European Member States, however their use is not granted, outside the European Union.

Art. 3. Duration of the Contract and of the Certificate

The Contract is effective as of its conclusion and until the last of the time stamps purchased with a single purchase order is used. The use of the last of these time stamps purchased must take place within 10 (ten) years from the date of conclusion of the contract. After

this decade, any remaining time stamps will no longer be usable.

The duration of the Time Stamp is indicated in the time stamping Certificate.

PROVISION OF THE SERVICES AND FEES

Art. 4. Hardware and software resources

The Applicant represents that he/she is aware of and accepts the hardware and software prerequisites set out in the relevant Annex. In particular, the Applicant must independently equip himself/herself with a Personal Computer, with Internet connection, electronic mailbox, all equipped with antivirus systems suitable to prevent intrusion.

The Applicant shall also personally equip his/her own IT tools (personal computers, tablets, smartphones, etc.) with the basic software that may be necessary to use the Service.

The Applicant is responsible for the correct configuration of his/her hardware and the installation of the software required to use the Service.

Art. 5. Connectivity and data transmission

It is essential that the Applicant has an Internet connection.

The Internet connection is not the subject of this Agreement and the Applicant is obliged to have an Internet connection by means of a separate subscription with a telecommunications operator.

InfoCert is not responsible for the Internet connection and for its compliance with the technical characteristics indicated in the Annexes and necessary for the proper functioning of the Service. InfoCert is also not responsible for any malfunction or failure to use the Service due to the Internet connection.

Art. 6. Fees

The fees for the provision of the Service are established within the framework of the agreements between InfoCert and the Applicant, who assumes all the obligations provided for in the agreements with InfoCert, in these General terms and Conditions (including the related annexes), in the Certificate Practice Statement. In particular, the Applicant undertakes to pay the fees due to InfoCert for the Service.

GENERAL TERMS and CONDITIONS of the Time Validation Services

SECURITY

Art. 7. Identification and access to the system

Access to the Service will be granted through the computer tools indicated in the Certificate Practice Statement.

The Applicant uses the Time Stamp following the procedure and using the credentials made available by InfoCert in the manner described in the Certificate Practice Statement.

InfoCert shall in no case be liable for any direct and/or indirect damage, including but not limited to i) loss, ii) improper storage, iii) improper use of the credentials and/or failure by the Applicant to comply with the above, as this is not the fault of InfoCert.

Art. 8 Processing of personal data (Information pursuant to art. 13 of EU Regulation no. 679/2016)

InfoCert S.p.A., in its capacity as Data Controller of the data provided by the data subject, informs the same, pursuant to and for the purposes of art. 13 of EU Regulation no. 679/2016, that the aforesaid personal data will be processed, with the help of paper files and computer tools suitable to ensure maximum security and confidentiality, for the purposes and in the manner illustrated in the "Privacy Policy - InfoCert Services", in the "Documentation" page on the website www.infocert.it, that the data subject represents to have read.

SERVICE SPECIFIC PROVISIONS

Art. 9. Time Stamps.

The format of the time stamps provided with the Service and their time validity are indicated in the Certificate Practice Statement.

OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

Art. 10. Obligations and responsibility of InfoCert

10.1. Obligations

InfoCert's obligations are those indicated in the Certificate Practice Statement and in these General Terms and Conditions. In particular, InfoCert undertakes to:

- keep all the Time Stamps issued by the validation system in a special, digital archive that shall be non-modifiable for twenty years.
- to ensure digital preservation in the manner described above also for the logs of the Service.

InfoCert shall not assume any obligations other than those provided for by these General Terms and Conditions, the Certificate Practice Statement and, where applicable, by the laws in force.

InfoCert shall not carry out any activity of identification and control of the Applicant's data transmitted by the latter and included in the Time Stamp. InfoCert shall not in any way guarantee the physical or legal identity of the party holding the document for which the time stamp is requested, since the identification of the Applicant and the control of the latter's data do not fall within the scope of the Service.

InfoCert shall not guarantee the correct functioning and safety of the hardware and software equipment used by the Applicant, in the event that the Time Stamp is used by the Applicant improperly and, in any case, in a different way from that provided for in the Certificate Practice Statement, in relation to the regular and continuous operation of national and/or international power and telephone lines, the validity and relevance, including probative relevance, of any message, act or document associated with the Time Stamp.

10.2. Liability.

Without prejudice to the provisions of these General Terms and Conditions, InfoCert shall only be liable in the event of a breach, for which it is responsible, that results from its own intentional or grossly negligent act. Unless InfoCert's breach of contract is due to willful misconduct, compensation for consequential damages is limited to foreseeable damages, taking into account the fact that Time Stamps may be used in an indefinite and unpredictable number of relationships, at the Applicant's discretion. Therefore, damages deriving, by way of example and not limited to, from loss of business opportunities or profits, loss of interest, loss of administrative efficiency, damage to the image or loss of commercial reputation are excluded as they cannot be predicted. Without prejudice to the provisions of Article 1229 of the Italian Civil Code, any damage, of whatever nature, that may be compensated by InfoCert may not exceed the cost of the Time Stamp attributed to the Applicant. Compensation for any major damage is excluded.

Moreover, InfoCert shall not be liable for any damages and/or delays due to malfunction or blockage of the computer system of the Internet network, as they are not attributable to InfoCert, from the time the Service is requested and during the performance of the Service.

GENERAL TERMS and CONDITIONS of the Time Validation Services

Art. 11. Obligations and liability of the Applicant and of the User

11.1. Obligations of the Applicant

The Applicant is obliged to make these General Terms and Conditions and the Certificate Practice Statement known and accepted by all persons using the Service as the Service is provided on the basis of the provisions of the Contract.

In particular, the Applicant is obliged to specifically comply with all the provisions of the Certificate Practice Statement and these General Terms and Conditions relating to the Time Stamp requested and assumes all the obligations set out therein.

The Applicant is also obliged to:

- provide InfoCert with all the information necessary for the Service Activation request, guaranteeing that it is correct and complete;
- use the Time Stamp issued by InfoCert on the basis of the Certificate Practice Statement;
- adopt all organizational and technical measures suitable to avoid damage to others;
- inform InfoCert about any changes to the data required to provide the Service.

The Applicant, in consideration of the fact that the use of a Time Stamp can only be traced back to the electronic data or electronic document subject to the time stamping and that the knowledge of the credentials by third parties would allow the latter to make a request directly attributable to the Applicant, of Time Stamps, is obliged to apply the utmost diligence in the indication, use, storage and protection of the credentials for the request of Time Stamps made available by InfoCert. Credentials are strictly personal, therefore, the Applicant is obliged to protect their secrecy by not communicating or disclosing them to third parties, not even in part, and keeping them in a safe place. The Applicant is also obliged to adapt his/her hardware and software systems to the security measures provided for by current legislation.

11.2. Liability of the Applicant.

The Applicant is responsible for the truthfulness and correctness of the data communicated in the request for time stamping.

If the data and/or results of the time stamp request are, in any way, compromised, the Applicant shall be held liable for all damages caused to InfoCert and/or third parties by the inaccuracy of the information contained in the Time Stamp, with the obligation to guarantee and indemnify InfoCert against any claims for damages.

The Applicant is solely responsible for the IT security of the Client and/or Server system used for the Time

stamping request. InfoCert shall not be liable for any damages resulting from the Applicant's failure to adopt the security measures that may be adopted based on the state of scientific and technological knowledge at the time of the breach. The Applicant shall indemnify InfoCert against any and all damages resulting therefrom.

11.3. Obligations of the User

Before relying on any Time Stamp, the User is obliged to verify that the Time Stamp has been properly signed and that the relevant Time Stamp certificate has not been revoked. The verification can be performed on the TSA website at <https://www.firma.infocert.it/utenti/verifica.php> or using the verification software indicated by the TSA in the Certificate Practice Statement.

TERMINATION AND WITHDRAWAL

Art. 12 Non-fulfilment of the Parties, Withdrawal and Termination of the Contract

Pursuant to Article 1456 of the Italian Civil Code the Contract will be terminated by law with the simultaneous interruption of the Service and revocation of the time stamping credentials, in the event that the Applicant fails to comply with the provisions contained in the clauses referred to in Article 1 (Scope of the Contract, conditions of the Service and relationship between the Parties), Article 6 (Fees), Article 7 (Identification and access to the System); art. 11.1 (Obligations of the Applicant), art. 11.2 (Liability of the Applicant), as well as the provisions of the Certificate Practice Statement, or in the event that the statements made by the Applicant for the conclusion of the Contract or for the issuance of the Time Stamp are not true. Termination shall occur by law when the concerned party represents to the other party by Certified Electronic Mail or registered mail with return receipt that he/she intends to avail himself/herself of this clause.

In all cases in which the Applicant is in breach of his/her obligations, InfoCert may suspend the provision of the Service by suspending the time stamping credentials.

In the event of one of the Parties being subject to bankruptcy or other insolvency proceedings, the other party shall have the right to terminate this Contract and any other existing relationship without notice and obligation.

GENERAL TERMS and CONDITIONS of the Time Validation Services

In any case of withdrawal or termination for any reason whatsoever of the Contract, the consideration referred to in art. 6 above shall in any case be due and, if already paid, shall not be refunded. This is without prejudice to any compensation for any further damage suffered by InfoCert in the event of non-fulfillment by the Applicant.

Art. 13. Service availability

The request and/or verification of the Service is available from 0:00 to 24:00, 7 days a week.

InfoCert is committed to ensuring compliance with 95% of the above availability on an annual basis.

Art. 14. Termination of the Service

The Applicant acknowledges that in the event of termination of the Contract, for whatever reason, the Service will no longer be available.

GENERAL PROVISIONS AND JURISDICTION

Art. 15. General Provisions

15.1. Communications. All communications concerning the Service must be made by certified electronic email. Requests concerning the Certificate Practice Statement may be addressed to the End-Users Contact indicated therein.

15.2. Changes to contractual terms and conditions. InfoCert is entitled to make changes to the contractual regulations of the Service. In this case, at least 30 (thirty) days prior to the application of such changes, the new contractual conditions applicable to the Service shall be communicated by Certified Email or other means chosen by InfoCert, to the Customer, who shall communicate them to the Applicant and to the Users. In the event of non-acceptance of the new conditions, the Applicant shall serve notice of termination by Certified Electronic Mail or registered mail before the date on which the new conditions become effective. Lacking any termination, the Service shall be provided in accordance with the new conditions communicated.

Art. 16. Jurisdiction

Any dispute arising between the parties in relation to this Contract and/or to the Service, 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 Client 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.

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/>.

Art. 17. 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.

Art. 18. Severability of the Contract and of the agreement between the parties

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.

Art. 19 Mandatory provisions - Specific discipline applicable in case the Client is a consumer - Refunds

The following provisions shall apply only in case the Client is a consumer pursuant to the Consumer Code. 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 Client given his/her capacity as a consumer, the remaining parts of the Contract shall, in any case, remain effective.

The right of withdrawal referred to in Art. 52 of the Consumer Code is excluded pursuant to Art. 59 of the same Code if the execution is started following the Client's expresses consent and acceptance to waive the right of withdrawal.

In other cases, the Client pursuant to art. 52 of the Consumer Code is entitled to withdraw from the Contract, without stating the reasons, within 14 days. The withdrawal period expires after 14 days from the date of execution of the Contract. To exercise the right of withdrawal, the Client will inform InfoCert about his/her decision to withdraw from the Contract by means of an explicit declaration sent by certified e-mail (PEC) to the address: richieste.rimborso@legalmail.it or

GENERAL TERMS and CONDITIONS of the Time Validation Services

by registered letter with return receipt addressed to InfoCert S.p.A., - Direzione Generale e Amministrativa - Via Marco e Marcelliano, 45 00147 Roma. For this purpose, the type of withdrawal form available at the following link: <https://www.infocert.it/pdf/Modulo-di-recesso-tipo.pdf>, can be used but it is not mandatory. To comply with the withdrawal period, it is sufficient that the Client sends the communication relating the exercise of the right of withdrawal before the expiration of the withdrawal period.

If the Client withdraws from the Contract according to the rules set out in this article, he/she will be refunded the payments already made, without unjustified delay, and in any case no later than 14 days from the day on which InfoCert is informed about the decision to withdraw from the Contract. The refunds will be made using the same means of payment used for the initial transaction, unless the Client has expressly agreed otherwise; in any case, the Client will not have to bear any costs as a result of such refund.

Art. 20 Claims

Without prejudice to the provisions of art. 19 above with reference to requests for refund, the Client who intends to make a formal claim against InfoCert in relation to the provision of the Service may send appropriate notice in writing, by certified e-mail (at infocert@legalmail.it) or registered mail A./R. (to the address: InfoCert S.p.A., Piazza Luigi da Porto 3, 35131 - PADOVA) or to the following fax number: 06/83669734.