

REQUEST FOR THE ACTIVATION OF THE DIGITAL SIGNATURE SERVICE

("Activation Request")

InfoCert S.p.A. (hereinafter "InfoCert") provides a Digital Signature Service (hereinafter "DS Service").

The undersigned Owner, as client, intends to benefit from the DS Service provided by InfoCert, at the terms laid down in the General Terms and Conditions below. To this extent, the Owner confirms the congruity and correctness of his personal data listed below, pursuant to the Italian applicable laws, aware that anyone who makes false statements is punishable under the Criminal Code and the related laws.

REQUIRED DATA (fields marked with (*) are published with the Certificate)	
Tax code (*) _____	
Family name (*) _____	Given Name (*) _____
Date of birth (dd/mm/yyyy) (*) ____/____/____	Gender _____
Place of birth _____	Province _____
Country of birth _____	
IDENTITY DOCUMENT	
Type: _____	
Number: _____	
Expiration date (dd/mm/yyyy) : _____	
CONTACT DETAILS	
E-mail address _____	
Mobile phone number _____	

The terms contained in this Activation Request have the meaning attributed to them in the PKI Disclosure Statement and in the General Conditions of the Service.

The undersigned Holder, by signing this Activation Request, requests InfoCert to issue a qualified electronic signature Certificate under the conditions indicated in the contractual documentation which he downloaded during the online process of request for the Certificate and, therefore,

DECLARES

to know the certification procedure and the related technical requirements to access it, having read and accepted the contractual documentation governing the FD Service provided by infoCert contained in:

1. Request for Activation and General Conditions of the Service;
2. PKI Disclosure Statement;
3. Privacy Policy.

In particular, the undersigned declares to acknowledge and accept that:

- pursuant to Legislative Decree n. 206/2005, "Consumer Code", after the conclusion of the Contract, will have the right to withdraw from it by means of a specific communication to be sent, within 14 (fourteen) days from the sending of the request, to one of the InfoCert addresses, indicated in the General Conditions of the Service;
- InfoCert, pursuant to art. 21, c. 3, Presidential Decree 633/1972, subsequent amendments, will proceed to the electronic transmission of the invoices relating to the service, to the e-mail address indicated on page 1 of this Registration and Certification Request;
- the Service has a duration of 3 years from the issue of the Qualified Certificate.

I declare that I have read the information notice on the protection of personal data provided by InfoCert S.p.A. pursuant to the GDPR"

a. I agree to the processing of Data in relation to the sending by the Data Controller of commercial and/or promotional communications relating to own products/services of any kinds or products/services of other companies **(optional consent)**

Yes No

b. to the communication or transfer of data to other companies who will use them for their own commercial and/or promotional purposes as independent owners. **(optional consent)**

Yes No

Furthermore, for the purposes referred to in paragraph 4, letter a) of the information notice:

c. I agree to the processing of Biometric Data carried out by InfoCert as part of the remote identification method I chose **(mandatory consent)**

Yes No

d. I agree to the processing of Data and Biometric Data as part of the automated decision-making process underlying the automated procedure provided by the Controller and chosen by me **(mandatory consent)**

Yes No

Contract accepted by _____ on _____

GENERAL TERMS AND CONDITIONS OF CERTIFICATION SERVICES

For the purposes of this Agreement, the following terms shall have the following meaning:

- **“Qualified Certificate of electronic signature” or “Certificate”:** qualified electronic signature Certificates issued by a qualified trust service provider in compliance with the requirements set out in annex I of EU Reg. 910/2014.
- **“Agreement”:** the entire contractual documentation including the General Terms and Conditions, the Activation Application, the PKI Disclosure Statement, the Certificate Practice Statement (CPS) and all documents referenced therein which govern the relationship between the Parties.
- **“InfoCert” or “TSP” (Trust Service Provider):** InfoCert S.p.A. - a company managed and directed by TINEXTA S.p.A. - with registered office in Rome, Piazza Sallustio, 9 – 00187, Tax no. and VAT no. 07945211006, call center 199.500.130, Fax +39 06 83669634, Certified Mail address infocert@legalmail.it. 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, 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. InfoCert's code of ethics is available on the website: <https://www.tinexta.com/file/1790>. The company is subject to the statutory supervision of AgID and operates as accredited certification body under the Italian Legislative Decree 82/2005 and subsequent amendments (**“Codice dell’Amministrazione Digitale”**, or **“CAD”**).
- **“PKI Disclosure Statement” or “PDS”:** document named Public Key Infrastructure Disclosure Statement cod. ICERT-INDI-PDS (which fulfils the publication requirement provided for by the European standard ETSI EN 319 411-1), relating to the certification service offered by InfoCert S.p.A., and providing the technical information, applicable legislation, policies and standards relating to the use of the Service, as well as the best practices, attached to the Agreement and available on the website www.infocert.it.
- **“Certificate Practice Statement” or “CPS”:** Certificate Practice Statement for the Remote Signature Subscription Certificates identified by the O.I.D.s 1.3.76.36.1.1.35 and 1.3.76.36.1.1.65, code ICERT-INDI-MO, filed by InfoCert S.p.A. with the Italian Agency for the Digital Agenda (**“AgID”**) and available on the website www.infocert.it, on AgID's website or at its office or by means of a request to be filed with the Registration Offices or at the End User Information Contact, as defined in the CPS.
- **“Identification Procedure”:** Owner identity's verification procedure carried out according to the CPS.
- **“Activation Application/Request”:** the form with which the Owner requests activation of the DS service.
- **“Certification Service” or “Service”:** Certificate activity carried out by InfoCert, consisting in an electronic public key procedure detectable by means of a validator which guarantees a two-way correspondence between the Public Key and its Owner and identifies the Owner and the validity period/expiry date of the Certificate in accordance with the provisions of the Agreement.
- **“Owner”:** the natural or legal person requesting activation of the service, identified on the basis of information provided in the Activation Application and issued with a Certificate containing their personal details.

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SECTION I - A GENERAL PROVISIONS

1. Terms and Conditions of DS Service.

For the purposes of this Agreement, service performance shall be governed by the eIDAS Regulation, InfoCert's local laws, the PDS, the CPS and the clauses of this Agreement.

The Owner is required to read and approve the provisions of the CPS regarding the type of Certificate required and the present General Terms and Conditions, as well as to read the technical requirements related to the type of Certificate requested as described in the CPS and PDS.

The contracts and the forms signed by the Owner by means of the Certificate (including their contents) are outside the scope of the Certification Service. Therefore, it is the responsibility of the Owner to carefully check their contents.

2. Statement and Consent pursuant to EU Regulation no. 679/2016.

As data controller of the personal data provided by the Owner through the filling in the Activation Application form or during the term of the Agreement, InfoCert shall process such data, according to article 13 of EU Regulation no. 679/2016, with the help of paper files and computer tools to ensure maximum security and confidentiality, for the purposes and with the methods set out in the Privacy statement on processing of personal data submitted to the Owner upon signing this Agreement and available at the following link <https://www.infocert.it/pdf/infocert/privacy-notice-top-final-customers.pdf>.

3. Owner's Liabilities.

The Owner shall be responsible for the accuracy of the data provided upon identification and in the Application Form. If during the identification the Owner conceals its identity or claims a false identity by providing untruthful personal documents or acts in such a way as to affect the identification process and its findings as stated in the Certificate, he or she shall be held liable for all damages incurred in by the TSP and/or third parties as a result of the incorrect information provided in the Certificate, and shall be obliged to indemnify and hold harmless the TSP in the event of any claims for damages.

4. Modifications during delivery.

The TSP reserves the right to make changes to the technical specifications of the Services and to the provisions of the PDS and the CPS due to technical and legislative requirements. Said modifications shall be effective with regard to the Owner after 30 days from the communication to the address indicated in article 5 below or from the moment in which they are made available.

The PDS and the CPS, in fact, are drawn up by InfoCert, according to the provisions of the law and published by AgID only after the positive evaluation of the latter with reference to the certification report (CAR - Conformity Assessment Report) produced by an accredited conformity assessment body (CAB - Conformity Assessment Body). Following approval by AgID and publication by the latter, the Manuals are published on InfoCert's website.

The changes referred to in the previous paragraph may entail changes in prices, fees and contractual conditions.



The Owner who does not accept the changes may, within 30 days from the date on which they were brought to his attention, withdraw from the Agreement with immediate effect by requesting the revocation of the Certificate issued and specifying the intention to withdraw. From the date of withdrawal, the Owner is obliged not to use the Certificate previously issued to him.

5. Notifications.

Any written communication shall be sent by the Owners to the End Users.

InfoCert shall send any written communication to the Owner to the provided certified email address, or, if no certified email address has been provided, all correspondence shall be sent to the email address entered in the Application Form.

6. Execution of the Agreement / Suspensive clause / Right of withdrawal / Termination.

Without prejudice of the provisions of Section 3, the Agreement shall be considered as executed when InfoCert receives the Activation Application duly and entirely filled in. If the Application comes from an unauthorized person, is not complete or lacks the required information, the Agreement shall not be considered concluded.

Without prejudice to the above, the validity of the Agreement is subject to the successful identification of the Owner. Therefore, in case the identification fails, the Certificate shall not be issued by the Trust Service Provider or, if issued, it shall be deemed null and void and the Agreement shall henceforth be deemed terminated by law.

The Owner, within 14 working days from the date of conclusion of the Agreement, has the right to withdraw from the Agreement by means of a communication to be sent to InfoCert by certified e-mail or registered letter. The exercise of the right of withdrawal by the Owner is intended as an express request for revocation of the relative Certificate. To this end, it is possible to use the withdrawal form available at the link: https://www.infocert.it/pdf/firma/DSignature-auth_revocation.pdf.

7. Service Availability.

The request and/or verification of the Certification Service is available from 00:00 to 24:00, 7 days a week. InfoCert undertakes to ensure compliance with the 95% of the aforementioned availability.

8. Applicable Law.

This Agreement and the relationships between the Parties are governed by the applicable Italian and European laws, including those concerning consumer protection. For anything not expressly provided for, please refer to the provisions of the Civil Code and the applicable regulations.

9. Claims/Jurisdiction.

Please note that, for any complaints, it is possible to contact InfoCert directly, by writing to reclami@infocert.it or by activating the procedure easily accessible at the following link: <https://help.infocert.it/reclami/>, from which it is possible to send an online complaint, by filling in 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, which can be reached at the following link: <https://webgate.ec.europa.eu/odr/>.

Any dispute arising between the Parties in relation to this Agreement, including those relating to its validity, interpretation, execution and termination, shall be referred exclusively to the Court of Rome, with the exclusion of any other competent court.

In case the Owner is a consumer, pursuant to art. 66 bis of the Consumer Code, civil disputes relating to the Agreement concluded by the consumer are devolved to the mandatory territorial jurisdiction of the judge of the place of residence or domicile of the latter. Pursuant to art. 141 sexies of the Consumer Code, although InfoCert is not committed to using any alternative dispute resolution body, the consumer is informed that he/she may use, on a voluntary basis, the methods of out-of-court settlement of disputes provided for by the Consumer Code, by Legislative Decree 28/2010 and by other applicable laws.

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SECTION I - B

SIGNATURE CERTIFICATES WITH REMOTE SIGNATURE PROCEDURE

10. Scope.

In general, a Owner applying for a Certificate is requesting the Trust Service Provider to issue a Qualified Certificate of electronic signature matched with the Owner's digital signature, as created through a secure device pursuant to the provisions of the regulations referred to in Article 1 (c) (I) of these General Terms and Conditions.

The Certificates use special IT procedures aimed at ensuring compliance with Italian applicable laws with respect to secure devices, procedures for signature generation and protection from the use by third parties in compliance with the provision of Article 35 (III) of the C.A.D.

To the Owner who buys the DS Service, the TSP provides an IT procedure, resident on InfoCert systems, through which the Owner can manage the subscription Certificate for the remote signature procedure present on the HSM (Hardware Security Module).

In particular, the DS Service allows the Owner, subject to authentication by means of specific tools, to manage - remotely - the Certificate, for the purpose of signing documents or their hashes coming from a specific IT procedure.

11. Qualified Electronic Signature Service Application Form.

The Owner must obtain from the TSP a duly issued and registered Certificate in the manner set out in the PDS and detailed in the CPS available on TSP's website, through the dedicated online Application Form. In case of a positive outcome of the necessary verifications, a Certificate shall be issued to the Owner and published in the appropriate register in accordance with the CPS.

The Owner hereby grants his/her consent for the TSP to record and store for 20 (twenty) years the information collected with the registration, the information concerning the provided instruments, the revocations, the identity and the features inserted in the Certificate and grant their consent for the transfer of such information to third parties under the same conditions in case the TSP terminates its activity, as indicated in par. 5.8. of the CPS.



12. Activation and Operation of the QES Service.

The DS Service shall be activated following the identification and notification to the Trust Service Provider of the electronic procedure by means of which the documents will be sent to be submitted to the remote signature procedure and activation of signature keys by the Owner.

13. Owner's Obligations.

The Owner must indicate, assuming all responsibility in this regard, the type of authentication system chosen in order to activate the remote signature procedure.

The obligations of the Owner are those indicated in the regulations in force, in the PDS, in the CPS and in these General Conditions. Pursuant to art. 32 of the C.A.D., the Owner is obliged to take all appropriate measures to prevent damage to others from the use of the digital signature.

The Owner, in consideration of the circumstance that the use of a digital signature entails the possibility of signing acts and documents that are relevant to all effects of Italian law and attributable solely to his person, is obliged to observe the utmost diligence in the indication, use, conservation and protection of the authentication tools made available by the TSP or the Registration Office. The authentication tools for the activation of the remote signature procedure are strictly personal. Therefore, the Owner is required to protect the secrecy of said tools by not communicating or disclosing them to third parties, not even in part, and by keeping them in a safe place. The Owner is also obliged to adapt its hardware and software systems to the security measures provided for by current legislation.

It is the Owner's responsibility to carefully verify the content of the documents he intends to sign with the remote signature procedure, undertaking to refrain from activating the signature procedure if said content does not comply with the will he intends to express.

14. Obligations of the Trust Service Provider.

The obligations of the TSP are those indicated in the regulations in force and in par. 3.1.1 of the CPS.

The procedure for the recognition of the Owner, with particular regard to the identification of the same, may be carried out alternatively according to one of the methods provided for in the CPS.

The TSP does not assume any additional obligations with respect to those provided for by these General Conditions, by the CPS and by the laws in force concerning certification activities.

In particular, InfoCert undertakes to keep all the Certificates issued and the logs of the Service, in a special digital archive which cannot be modified, for 20 (twenty) years and in the manner provided for by the PDS and the CPS.

The TSP is in no way responsible (i) for the correct functioning and security of the hardware and software machinery used by the Owner, (ii) for any use of the Certificate other than that provided for by the Italian regulations in force and by the CPS, (iii) for the regular and continuous functioning of national and/or international power and telephone lines, (iv) for the validity and relevance, even probative, of the Certificate or of any message, including the logs, of the Service, (v) for the validity and relevance, even probative, of the Certificate or of any message, of the Service, (iv) the validity and relevance, including evidential relevance, of the Certificate or of any message, deed or document associated with it or packaged by means of the keys to which the Certificate refers, in relation to deeds and documents subject to laws other than Italian law as well as their secrecy and/or integrity (in the sense that any breach of the latter is normally detectable by the Owner or by the recipient by means of the appropriate verification procedure). The TSP guarantees solely the operation of the remote signature procedure according to the service levels indicated to the Owner.

In consideration of the provisions of article 13 above, the TSP assumes no obligation to monitor the content, type or electronic format of the documents and hashes transmitted by the IT procedure indicated by the Owner, and assumes no responsibility, except in the case of wilful misconduct or gross negligence, with regard to the validity of the same and the traceability of the same to the actual will of the Owner.

15. Duration of the Agreement and validity of the Certificate.

The General Terms and Conditions shall enter into force on the date of issuance of the Certificate by the TSP and their duration shall be as stated in the "Validity" field of the same Certificate.

16. Fees.

The fees for the provision of the Service ("Fees") are set forth in the purchase order or Activation Request or in the ICERT-INDI-MO Operating Manual or made available at the Registration Offices and otherwise known to the Holder prior to the Service Activation Request.

The Holder is obliged to pay the Fees in the amount, time and manner specified in the purchase order or in the Activation Request.

17. Revocation, Suspension and Renewal of the Certificate.

The prerequisites, procedures and timing for revocation, suspension and reinstatement of the Certificate are set out in the PDS and detailed in the CPS available on TSP's website, in accordance with current legislation.

18. Liability of the TSP.

Without prejudice to the provisions of art. 14 of these General Conditions, the responsibility of the TSP for the DS Service is governed by the PDS, by section 4.1.2. of the CPS, by these General Conditions and by the laws in force.

Furthermore, the TSP, right from the contract formation phase, and also during execution, shall not be liable for any damages and/or delays due to malfunctioning or blocking of the Owner's computer system, or other causes not directly attributable to the TSP.

19. Termination of the Agreement.

This contract is automatically terminated, with consequent interruption of the DS Service, in the case of revocation of the Certificate, as regulated by the PDS and art. 4.9 of the CPS available on TSP's website.

The TSP, moreover, has the right, in accordance with art. 1456 of the Civil Code, to terminate this Agreement, revoking the Certificate issued, in the cases provided for by point 4.9.3.3. of the CPS and/or if the Owner fails to fulfil one of the obligations provided for by these General Conditions, with particular reference to the obligations referred to in articles 3, 11 and 13, as well as in the event of non-payment of the fee for the services or in the other cases provided for by these Conditions.

In all the above-mentioned cases, the TSP may, as a precautionary measure, suspend the supply of the DS Service, by suspending the Certificate.





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The Owner shall be notified of the measures established in this article in the forms indicated in art. 5 above.

In all cases of termination not dependent on the TSP, the latter shall be entitled to retain the amount paid in accordance with article 16 above.

