

GENERAL TERMS AND CONDITIONS FOR THE ACTIVATION OF INFOCERT SERVICES **("General Terms and Conditions of Activation" and/or "GTC")**

1. Subject

- 1.1 Tinexta Infocert S.p.A. ("Infocert") undertakes to provide qualified and non-qualified trust services ("Services") to entities/organisations and/or natural persons, in accordance with these General Terms and Conditions of Activation, the Technical Annex relating to the Service to be activated and the Privacy Policy (collectively, the "Contract").
- 1.2 These GTC apply to all parties who, for whatever reason, request, activate and/or use the Services.
- 1.3 These parties are identified and defined, in relation to each Service, in the relevant Technical Annex, which sets out their roles, as well as their respective obligations and responsibilities.
- 1.4 The activation and/or use of the Services implies acceptance of the Contract. To this end, the parties concerned are required to read it in advance.

2. Obligations and responsibilities of the parties involved

- 2.1 The specific obligations and responsibilities of the parties involved in relation to each Service are set out in the relevant 'Technical and Regulatory Specifications' section of the Technical Annex.
- 2.2 Those who request, activate and/or use the Services are required to comply with the Contract, the applicable legislation and the instructions made available by Infocert. They are also responsible for the accuracy, completeness and up-to-date nature of the data and information provided to Infocert, as well as for using the Services in accordance with the purposes, limits and procedures set out for each Service.
- 2.3 This is without prejudice to the prohibition on using the Services for unlawful purposes, in breach of third-party rights, in a manner inconsistent with the Contract, or in any way that compromises the security, integrity, availability or proper functioning of the Services.
- 2.4 The intellectual and industrial property rights relating to the Services, the software and the technological solutions used by Infocert remain the exclusive property of Infocert or their respective owners. Any use not expressly permitted is prohibited.

3. Activation of the Service

- 3.1 The Service is activated upon request, in accordance with the procedures laid down by Infocert for each Service.
- 3.2 To this end, data, information and, where applicable, the completion of specific checks or procedures may be required. The requirements and procedures for activation are set out in the relevant Technical Annex.
- 3.3 Infocert reserves the right not to proceed with the activation of the Service if the required criteria are not met.

4. Quality of Services

Infocert undertakes to provide the Services in accordance with the specifications detailed in the Technical Annex, the relevant technical standards and the Operating Manuals, where applicable, and accepts liability only for material defects that compromise their use. Any defects must be reported within 8 (eight) days of their discovery and no later than 90 (ninety) days from the provision of the Service.

5. Support and assistance

Customer Services is available to provide assistance and support during working hours (from 8.30 am to 6.30 pm CET/CEST, Monday to Friday), unless otherwise specified in the Technical Annex.

6. Limitation of liability

- 6.1 Without prejudice to the provisions of applicable legislation, Infocert shall not be liable for any damage arising from the improper, non-compliant or unlawful use of the Services, nor from any data, information, content or documents provided by users of the Services.
- 6.2 Infocert shall not be liable for malfunctions, interruptions or unavailability arising from third-party systems, devices, software, networks, infrastructure or services not under its direct control.
- 6.3 Infocert shall be liable for damages directly caused, whether through wilful misconduct or negligence, by a breach of the obligations set out in Regulation (EU) No 910/2014, as amended and supplemented, provided that it has not taken all appropriate measures to prevent such damages. Compensation for damages directly caused as a result of such conduct shall in any event not exceed the maximum limits set out, per claim and per year, in Article 3(7) of the Regulation annexed to AgID Decision No. 185/2017.
- 6.4 The further limitations of liability set out in the relevant Technical Annexes remain unaffected.

7. Duration and renewal

- 7.1 The duration of the Service depends on its nature, as defined in the Technical Annex and/or the Commercial Offer.
- 7.2 Where applicable, the Services may be subject to renewal, expiry, revocation, suspension or termination in accordance with the procedures laid down for each Service.

8. Fees

The financial terms relating to the Service, including payment methods, invoicing and any other financial aspects, are governed by the purchase contract ("Agreement") entered into with Infocert, authorised resellers or partners. Therefore, they are not relevant for the purposes of activating the Service under this document, except as may be specified in the Technical Annex for the Service.

9. Privacy

Infocert will process personal data in accordance with EU Regulation 679/2016 and as set out in the Contract.

10. Suspension. Termination. Revocation.

- 10.1 In the event of a breach of contract, Infocert may issue a formal notice to remedy the breach pursuant to Article 1454 of the Italian Civil Code, containing a description of the breach and a request to perform the service correctly within 30 (thirty) days of receipt of the notice. Should this period elapse without remedy, this Contract shall be deemed terminated by operation of law.
- 10.2 Following acceptance of these General Terms and Conditions and the simultaneous activation of the Service, the Service may only be subject to suspension, revocation or termination, where applicable, in accordance with the provisions of the relevant Technical Annex.
- 10.3 It is understood that, once the Service has been activated, the consumer may no longer exercise the right of withdrawal, in accordance with the applicable legislation.

11. Applicable law. Jurisdiction. Complaints

- 11.1 The Contract is governed by Italian law. However, where the claimant qualifies as a consumer, they may also avail themselves of the protection afforded by the mandatory provisions of the law of the country in which the consumer has their habitual residence, in accordance with Article 6 of Regulation (EC) No 593/2008 (Rome I).
- 11.2 Any dispute between the parties who do not qualify as consumers shall fall within the exclusive jurisdiction of the Court of Rome.

- 11.3 Complaints may be submitted directly to Infocert by email using the form available on the Infocert website.

12. Miscellaneous

- 12.1 Each Party shall be exempt from liability and from the obligation to perform, in whole or in part, where the failure to perform is due to force majeure, that is to say, events beyond the reasonable control of the parties (such as, by way of example, wars, strikes, measures taken by the authorities, network disruptions or actions by third parties). In such cases, the failure to provide the Service shall not constitute a breach nor shall it entitle either Party to terminate the Contract.
The affected party must promptly notify the other party, and the parties shall cooperate to minimise the effects and restore the provision of the Service.
- 12.2 Should any provision of the Contract be declared invalid, the remaining provisions shall remain in force.
- 12.3 Infocert declares that it has adopted an Organisational Model pursuant to Legislative Decree 231/2001 and a Code of Ethics, which can be found on its website under the 'Documentation' section.
- 12.4 The Parties shall communicate via the following addresses:
If addressed to Infocert: Tinexta Infocert S.p.A., Piazzale Flaminio 1/B, Rome; certified email (PEC): infocert@legalmail.it
If addressed to the party concerned: to the addresses provided at the time of purchase or activation.
Should either party change its address, it shall notify the other party in writing of the new address and the date on which it becomes effective. Failing this, any communication sent to the previous contact details shall be deemed to have been delivered, even in the event of a failed delivery attempt.