

# GoSign

## General terms and conditions

### DEFINITIONS

For the purposes of this contract, the following terms shall have the following meanings:

- **Annexes:** if existing, the document which contains the description of the Service, how the Service is provided, the terms and conditions of access thereto and describing the features of the service, its functionality, how it is used and the requirements for its use;
- **Customer:** the individual or legal entity that executes the Contract requesting the activation of the GoSign Service and identified according to what contained in the request;
- **Remote Connection:** digital connection between GoSign and the servers and other hardware equipment of InfoCert where the Customer's Data are located, which enables the Customer to operate on the same electronic documents;
- **Connectivity:** connection to the Data Center via connection to a telecommunication network or via Internet;
- **Contract:** referred to also as the Contract for the use of the GoSign Service, indicates these General Terms and Conditions of Contract, the Service Activation Request or Order, and the technical documents annexed to the same and the documents referred to, which, together, govern the relationships between the parties;
- **Customer's Data:** the computer data and documents stored by the Customer and/or the User on the hardware at the Data Center;
- **Data Center:** the service center that hosts and operates the hardware, the system *software* and application software and the data required in order to enable the Customer to use the Service;
- **Graphometric Signature:** a special type of Electronic Advanced Signature which meets the requirements set out in the Technical Regulations under Prime Minister's Decree of 22.02.2013. It is hand-generated by the User by means of special acquisition hardware such as (graphometric) tablets or general-purpose tablet devices equipped with appropriate sensors and software programmes. The acquisition devices used are able to capture a

graphic image of the signature alongside a number of signature-related dynamic parameters (including speed, acceleration, pressure, inclination and direction variations). The captured signature is associated to an electronic document (in PDF format) which reproduces the text and makes it visible so that it cannot be altered for signing purposes. Graphometric signatures ensure protection and integrity of the signed document and its full digitalisation/dematerialisation.

- **GoSign or Software:** a digital application that enables, by means of a remote connection to InfoCert's server, the display, approval and digital execution, by means of electronic or digital signature, of electronic documents by the Customer and/or the users indicated by the latter;

- **InfoCert:** InfoCert S.p.A. – a company under the direction and coordination of TINEXTA S.p.A. – with registered office in Piazza Sallustio 9, Rome, VAT No. 07945211006, call centre +39 049.7849350, fax No. 06/83669634, certified e-mail [InfoCert@legalmail.it](mailto:InfoCert@legalmail.it), operates as Qualified Trust Service Provider on the basis of a compliance assessment performed by Conformity Assessment Body CSQA Certificazioni S.r.l in compliance with Regulation (EU) 910/2014 and standards ETSI EN 319 401, ETSI EN 319 411-1, ETSI EN 319 411-2, as well as with the eIDAS evaluation scheme set up by ACCREDIA pursuant to standards ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012. InfoCert adheres to the code of ethics that is available on its website, by accessing the following link: <https://www.InfoCert.it/pdf/all3codetico12.pdf> and operates as qualified Certification Authority pursuant to article 29 of Legislative Decree no. 82/2005 and further amendments ("*Codice dell'Amministrazione Digitale*" – **Digital Administration Code**, hereinafter referred to as "C.A.D.");

- **Party or Parties:** InfoCert and the Customer, referred to individually or jointly;

- **Service Activation Request or Order:** the document executed by the Customer to request the activation of the Service accepting the conditions of the Contract;



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- **Service:** the overall term meaning the services provided by InfoCert in favour of the Customer, which enable the user, by the technical means described in the Contract, to display, using the metaphor of the signature book, the documents in an electronic format as well as signing them digitally;
- **Additional Service:** an IT application, named “DeSign” - constituting a further service in addition to GoSign - which allows to check a certificate validity, regardless of the trust service provider who issued it, through InfoCert consultation of the Withdrawal Lists taken from distribution points specified in the certificate and through the “*Online Certificate Status Protocol*” (OCSP) service.
- **User:** an individual, belonging or not to the Customer’s organization, enabled by the latter to use the Service according to the authorization levels defined by the Customer.

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### SECTION 1

#### SCOPE OF THE CONTRACT, EXECUTION OF THE CONTRACT AND DURATION

##### 1. Scope

**1.1** The scope of the Contract is the supply of the Service to the Customer by means of the Remote Connection.

The Service includes the following elements, which are described in more detail in the clauses that follow:

- the user licence for GoSign provided by InfoCert to the Customer, which is non-exclusive and non-transferable;
- the features of the Service as set out under clause 1.3 below, as well as, if where required, the Service under clause 1.7 below;
- provision of the space required in order to preserve the Customer’s Data in the Data Center, made available by InfoCert;
- adjustments, maintenance as set out under point 1.5, and updates of the Service as set out under point 1.5;
- support activity as set out under point 1.6.

##### 1.2. User Licence

By entering into this Contract, the Customer acquires the non-exclusive right to use the GoSign for a period equal to the term of the Contract. The Service shall be used in accordance with what is indicated in the website and in the relevant user manual. Given that the technological features of the Service mean that the Service can only be used remotely from the Customer’s terminals, the Customer acknowledges that without sufficient Connectivity for that purpose, it is impossible to use the Service, and therefore the Customer undertakes to independently establish a connection with the Data Center via a telecommunication network and to inform the Users about such requirement for the use of the Service.

Any intellectual property rights, industrial property rights and any other rights in the GoSign and the Service are and shall remain the property of InfoCert.

The Customer and the User who access the Service are prohibited from copying, amending, decompiling, disassembling, distributing, renting, either by leasing and/or loan, broadcasting online, the GoSign application, or single parts of it.

The Customer is not entitled to assign this Contract or the rights derived therefrom to third parties.

The Customer is not entitled, in any way, to acquire the Service in order to resell it to third parties.

##### 1.3. Features of the Service

The Service guarantees, according to the conditions provided for in the Contract, the annex, if existing, and the user manual, the uploading on an online platform of documents necessary for the creation and organization of procedures to be digitally signed.

In order to digitally sign the electronic documents displayed through GoSign, the Customer must independently equip himself/herself with the tools (signature device and digital certificate) suitable for this purpose and that are in compliance with the current Italian laws and regulations, and that therefore are not to be considered included in this Service.



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**1.4. Data Center:** Specific space is provided on the hardware at the Data Center for the purposes of preserving the Customer's Data handled by GoSign. The Data Center is organised and run in compliance with the applicable legislation regarding security measures and is equipped with logical and physical protection systems in order to prevent from unauthorised access. The security rules may be unilaterally amended by InfoCert in order to be brought in line with any changes in the regulations regarding the security of personal data.

InfoCert shall provide the services by means of a Hybrid Cloud infrastructure, i.e. a cloud computing environment which uses on-premise resources (directly managed by InfoCert) and cloud resources within the E.U., placed at Amazon Web Services, Inc., fully compliant with the privacy policy.

### 1.5. Adjustments, maintenance and updates

InfoCert shall carry out adjustments to the Service for reasons of a technical or regulatory nature and shall notify the Customer thereabout by certified e-mail, and the Customer undertakes to bring the features of its own systems and its own instruments in line with the adjustments referred to within 2 (two) months.

Adjustments mean any modifications and remedies to be applied to the Software, required for reasons of a technical or regulatory nature.

InfoCert shall also carry out the corrective maintenance and updates of/to the Service.

Corrective maintenance means the work required in order to correct any errors in the Software; updates involve the adjustments required in order to bring the Service in line with any legal implementations.

In the event of particular changes in the law or where the technology used becomes obsolete as a result of which the work involved in carrying out the updates is excessively onerous (modifications to the Software in excess of 25%), InfoCert reserves itself the right not to adjust the Service, issuing new Software applications in accordance with the technical and financial terms and conditions agreed upon in advance.

### 1.6. Support

The Service includes the technical support activity provided every business day (excluding Saturday, Sunday and public holidays) from 9.00 to 13.00 and from 14.00 to 18.00.

### 1.7. Optional graphometric signature service

Upon request, InfoCert shall make available to the Customer, as an ancillary service, its graphometric signature solution, or any of its individual hardware and/or software parts, for use by the Customer in his/her dealings with third parties on his/her institutional, company or commercial grounds.

The Customer acknowledges and accepts that by signing the "Advanced Electronic Signature Activation Request" he/she accepts these General Terms and Conditions which, as applicable, shall have full binding effect between the parties.

It is the Customer's responsibility to ensure that his/her hardware equipment and operating systems are configured consistently with the Graphometric Signature Solution. The Customer represents that he/she is aware of and acknowledges the hardware and software requirements made available by InfoCert for the operation of the Graphometric Signature Service.

User biometric data is acquired through interoperable hardware and software components and encrypted by means of special encryption keys (a public one for encryption and a private one for decryption) based on digital certificates issued by InfoCert as Certification Authority.

InfoCert guarantees a reliable and unique association between the graphometric signature and the document and the inalterability of the signature by means of an automatic digital signature affixed at the end of the process, which is issued by InfoCert as European Qualified Trust Service Provider.

The encrypted biometric data is entered in the signed electronic document and the encryption keys are stored by a trusted third party.

The Customer acknowledges and agrees that encrypted biometric data may be decrypted by means of the encryption keys stored by the trusted



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third party “only where this is indispensable as a result a dispute on the authenticity of the signature or of an order issued by a law enforcement and/or judicial authority” (Privacy Authority resolution of 12.11.2014, point j).

The online guide, the Privacy Notice, the declaration of acceptance (or revocation), as well as the description of the Service (and of its technological features) are at all times available on the [www.firma.infocert.it](http://www.firma.infocert.it) website.

The service referred to this clause shall be provided for the fees and under the terms established for this purpose.

### 1.8 Additional ancillary services on request

In addition to the Services referred to in the above clauses, there are additional and optional ancillary services (such as additional signature devices, digital certificates, remote signature services, substitutive storage services for documents, etc.) that can be requested by the Customer as integrative and optional services. The services referred to in this clause shall be provided at the rates and conditions specifically set out.

### 1.9 Customer's Obligations

The Customer undertakes to adopt any requirement necessary to access the Service, namely:

- (i) for the access to the Service via Web: Internet connected work station, and equipped with one of the following browsers: Microsoft Explorer v. 11+, Mozilla Firefox v. 30+, Apple Safari 8+, Google Chrome v. 35+. For a correct functioning of the application, the installation/configuration of the following PlugIns: Javascript and enabled cookies, is necessary.
- (ii) GoSign for iOS: iPad: ver. 3 and following; iPhone: ver. 5 and following; iOS: ver. 9 and following.
- (iii) GoSign for Android: OS ver. 4.4.2 and following.
- (iv) supported Digital Signature Devices: signature devices supported by InfoCert DSS, LegalCert RemoteSign Service.

The Customer acknowledges that it will not be possible to transmit, through the Service, electronic documents larger than 15MB each.

The Customer also undertakes to observe the utmost diligence in the use of the application and in the conservation and protection of authentication credentials to the Service. If the Customer uses the option of converting Office documents into PDF for uploading documents to be signed in GoSign, he/she undertakes all responsibility for the use and correct installation of the relative program on his/her Microsoft Office personal computer.

### 1.10 Execution, duration of the Contract and automatic renewal

At the time of purchase of the Service, the Customer acknowledges the documentation of the Contract, requests the Service by filling in the Activation Request and then receives confirmation of activation.

The Service can also be purchased online at the InfoCert website, according to the computer procedure contained therein.

In this case, the Customer, once selected the Service to purchase, is required to read and accept the Contract and to specifically approve of the vexatious clauses contained therein. Subordinately, the Customer is directed to the "Shopping Cart" and asked to proceed with the payment. Once the billing data and payment methods have been confirmed, by clicking on the "Activate Subscription" button, the Customer requests the Service by entering the data required for the execution of the contract, which will then be sent to InfoCert.

The forwarding of the Order Confirmation, therefore, implies full knowledge and unconditional acceptance of this Contract.

InfoCert then delivers the order receipt to the Customer at the email address indicated at the time of purchase.

The Contract is effective from the date of activation of the same, unless otherwise specified by InfoCert, and until the end of a calendar year, unless otherwise specified in the Service Activation Request or Order.



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In the event of annual term, the Customer undertakes within 2 (two) months prior to the expiration of the term of the Contract to notify InfoCert about its intention not to renew the Contract. Lacking such communication, the Contract will be considered, where permitted by the applicable laws, tacitly renewed for a period of one year and so on for the following years.

In exchange for the supply of the Service, the Customer shall pay to InfoCert the fees set out in the Service Activation Request or in the Order, which the Customer represents to have acknowledged.

Any fees as specified in the Activation request or in the Order shall be treated as being net of VAT and any other charges imposed by law.

### SECTION 2 SUPPLY OF THE SERVICE AND FEES

#### 2.1. Service levels

The efficiency of the Service shall be maintained by InfoCert for a period equal to 95% of every month. The works for the ordinary and extraordinary maintenance shall be carried out, except for cases of force majeure, in such terms and modalities that affect the least possible the Customer's operations.

#### 2.2. Hardware and software requirements

The Customer represents to be familiar with and accepts the hardware and software requirements referred to in point 1.8 above, that the computers are required to have in order to use the Service, undertaking to adjust them where necessary as a result of any updates to the said Service and/or the technological infrastructure allowing the supply thereof.

#### 2.3. Connectivity

The Customer shall use the Service via the connection that it is to be set up with a telecommunication operator.

Therefore, the Customer shall not hold InfoCert liable, either directly or indirectly, for any malfunctioning or inability to use the Service as a result of the connection referred to in the previous paragraph, whether because it fails to function properly or because it fails to match the technical features referred to.

#### 2.4. Fees

### SECTION 3 SECURITY AND CONFIDENTIALITY

#### 3.1. ID and access to the system

The Customer and the Users may use the Service once it has been verified that the requirements for accessing the system have been met via the identification tools provided for in the Service itself. The Customer is aware, and undertakes to inform the Users accordingly, that knowledge of the identification tools by third parties would enable them to access the Service and the Customer's Data. The Customer is therefore under a duty, and shall cause the Users, to exercise the utmost diligence in keeping said identification tools strictly confidential and to ensure that their personnel do the same, undertaking not to transfer them to third parties or to allow third parties to make use of the same.

In no circumstances shall InfoCert be held liable for any direct and/or indirect losses arising from a failure by the Customer to comply with the above.

#### 3.2. Confidentiality and intellectual property rights

InfoCert undertakes to maintain, both during the term of the contract and thereafter, absolute confidentiality with regard to the information relating to the Customer and referred to by the same, using the appropriate wording, as confidential, and shall bind its personnel to do the same.

This does not include information that InfoCert can demonstrate was in its possession before it was sent by the Customer or which has entered the public



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domain as a result of facts that are independent from InfoCert.

The Customer shall owe InfoCert the same obligation of confidentiality, undertaking, in particular, to maintain absolute confidentiality in relation to the technical documentation sent to them by InfoCert and, therefore, not to disclose, copy or transfer that documentation to third parties.

The Parties also undertake to make aware any third party with whom they may deal about this confidentiality obligation.

All intellectual property rights, industrial property rights and any other rights related to the Service and the Software or other technological solution contained therein and/or connected thereto are and shall remain property of InfoCert, unless InfoCert expressly indicates the ownership of a third party. All rights of use of the Service and of the Software and technology contained therein are reserved to InfoCert. The Customer is granted with the use of the Service only within the limits and under the conditions set out in the Contract. The Customer may not use the Service, the Software and the technological solutions contained therein, in any other way. By way of example but not limited to, it is forbidden to copy, modify, decompile, disassemble, distribute, including online, grant the use to third parties, of the Service and the Software and technological solutions contained therein. The Contract does not confer to the Customer any rights other and/or additional to those expressly provided for therein. In particular, this Contract does not constitute a sale, transfer, lease or other form of transfer of rights of the Software, except as expressly provided herein, and/or to the services and/or products rendered by InfoCert, which remains the sole owner of such services and/or products.

The Customer undertakes not to use InfoCert's brand as brand for products or services, or any brand which may create confusion with InfoCert's brand.

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

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

### 3.4. Appointment as Data Processor under Article 28 of Regulation (EU) 679/2016

As part of the provision of the Service, InfoCert shall, on behalf of the Customer, process personal data – including biometric data, in the event of activation of the service referred to in Article 1.7 of the GoSign Terms and Conditions – included in the documents handled through the GoSign platform and which is necessary for the signature of such documents. In particular and for the sole purposes of the signature of such documents, InfoCert shall implement the following processing operations by means of electronic devices: collection, recording, organisation, storage, processing, retrieval, use, erasure.

With regard to biometric data, the following processing operations shall be performed through electronic devices: collection and recording.

The Customer hereby guarantees that the processing of the above personal data shall be based on an appropriate legal basis under Article 6 of Regulation (EU) 679/2016, and presents himself/herself as Data Controller (hereinafter "**the Controller**"). The Controller, therefore, appoints InfoCert as Data Processor (hereinafter "**the Processor**") and assumes all relevant obligations and responsibilities, relieving InfoCert from any and all claims arising from third parties with respect to the processing operations implemented by InfoCert under this Contract.



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The Customer, as Data Controller, acknowledges and agrees that InfoCert, as Data Processor, is allowed to use Amazon Web Services, Inc., as Sub-Processor for the data cloud storage services. The Processor informs the Controller that the cloud data storage at Amazon Web Services, Inc. is carried out on servers located within the E.U.

Because of the particular nature of the Service, the Processor shall only receive the instructions provided for by the Contract, by its Annexes and by the law, including digital signature laws.

In light of the above, InfoCert undertakes to:

- Adopt the security measures set out in applicable laws, including those under Article 32 of Regulation (EU) 679/2016;
- Comply with the Processor's obligations under Article 28 of Regulation (EU) 679/2016;
- Assist Controllers in fulfilling their obligations under Regulation (EU) 679/2016, within the limits of the commitments undertaken by them under the Contract, in order to ensure compliance with the obligations set out in articles 32-36 of Regulation (EU) 679/2016, taking into account the nature of the processing and the information available to the Processor;
- Erase and/or return – at the Controllers' choice – the processed data upon termination of the Contract, subject to any obligations regarding the storage of personal data stemming from Union or Member State laws;
- Appoint, in writing, the persons who will process the personal data on behalf of the Controller, authorising them to perform only the processing operations which are strictly required for proper operation of the Service, provided that such persons shall be bound to confidentiality and to provide any instructions necessary to ensure that processing is compliant with Italian Legislative Decree 196/2003 and Regulation (EU) 679/2016;
- Follow up on requests or resolutions issued by the Data Protection Authority or by any other competent authority concerning any

processing of data for which InfoCert is responsible.

In the event that special needs justify a different processing of personal data from that referred to in the Contract have been required in writing by the Customer, InfoCert shall, subject to a prior regulatory compliance review of the Customer's request, inform the Customer in writing about the feasibility of such request and its related costs, by means a special offer and, where necessary, by reviewing the legal classification of the agreement, pursuant, inter alia, to Regulation (EU) 679/2016.

### 3.5. Storage of data

InfoCert stores the Customer's Data in the Data Center throughout the entire term of the Contract. The Customer is aware of this operation and hereby grants InfoCert with the widest possible consent.

In the event of termination, for any reason, of the Contract, the Customer may autonomously, for a period of 15 (fifteen) days from the date of termination, carry out the electronic transfer of the Customer's Data to its hardware station. After the deadline of 15 (fifteen) days indicated above, the Service will no longer be accessible by the Customer.

InfoCert, except for the activation upon express request of ancillary services referred to in Section 1.7 above, undertakes to make back-up copies of the Customer's Data in accordance with its security policies and current regulations. The Customer is aware of this operation and hereby grants infoCert with the widest possible consent.

### 3.6. Third party companies

In providing the Service, InfoCert may enter into technical cooperation agreements with third party companies, which it may appoint to perform some of the activities provided for in Section 1. For this purpose, InfoCert undertakes to use qualified suppliers, who will be required to undertake to operate in accordance with the provisions of this Contract.



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When alerted by InfoCert, the Customer undertakes to comply with the requirements of the EU General Data Protection Regulation no. 679/2016/EU in relation to said third party companies.

### SECTION 4 LIABILITIES

#### 4.1. Customer's liabilities

The responsibility of the user's Data, including those for which the Customer performs the processing also not as data controller pursuant to EU General Data Protection Regulation no. 679/2016/EU, is solely borne by the Customer.

The consumer undertakes, once the on-line purchase procedure has been completed, to download and keep these general terms and conditions, which, however, he/she has already acknowledged and accepted as a mandatory step in the purchase, as well as the specifications of the purchased product, in order to fully satisfy the conditions set out in Legislative Decree no. 206/2005 (Consumers' Code).

It is strictly forbidden for the purchaser to enter false and/or invented and/or fantasy data in the registration procedure necessary to activate the procedure for the execution of this contract and the related further communications; personal data and e-mail address must be exclusively his/her real personal data and not that of third parties, or of fantasy.

It is strictly forbidden to make double entries corresponding to one person or insert data of third persons.

The Customer undertakes all responsibilities for the content of the Customer's Data and electronic documents, and InfoCert does not undertake any obligation to verify their correctness, accuracy and/or completeness, nor their compliance with applicable laws and regulations.

In particular, InfoCert reserves itself the right to suspend the publication of the Customer's Data upon receiving a notification of a court or any other authority, or upon notification by concerned third parties. In such cases InfoCert, unless requested

otherwise by a court or any other authority, will notify the Customer, by certified e-mail or at the e-mail address indicated in the Service Activation Request or Order, of the suspension of publication with the reasons.

The Customer indemnifies InfoCert against any liability arising from the issuance of incorrect tax documents due to errors in the data provided by Customer, the latter being solely responsible for the correct entry.

#### 4.2. InfoCert's liabilities

InfoCert undertakes to provide the Customer with the service requested in compliance with the provisions of this Contract, accepting no liability beyond that expressly established therein.

Save in the event of wilful misconduct or gross negligence, InfoCert shall not be liable for direct or indirect losses of any extent or type incurred by the Customer and/or third parties as a result of use other than in accordance with the provisions of the annexes and/or as a result of lack of use of the Service, including in the event of delays or interruptions or as a result of errors and/or malfunctioning in/of the same, where within the scope of the unavailability parameters referred to in Section 2.1.

Where the unavailability parameters are exceeded, and save in the event of ordinary and/or extraordinary maintenance work, the Customer shall be entitled to reimbursement of the price paid for the service related to the period of time over which the same service could not be used as damages for any suffered losses.

No request shall be made for reimbursement where the loss of use can be attributed to the Connectivity operator or is the result of unforeseeable circumstances, force majeure or reasons that InfoCert is not responsible for, such as, for example, strikes, riots, earthquakes, acts of terrorism, civil unrest, organised sabotage, chemical and/or bacterial events, war, floods, rulings by the relevant competent authorities or the facilities, hardware and/or software used by the Customer being inadequate.





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In addition, and save in the event of wilful misconduct or gross negligence, InfoCert shall not be charged for or be liable for direct or indirect losses of any extent or type incurred by the Customer as a result of tampering or interference with the Service or the equipment by the Customer and/or by third parties who have not been authorised by InfoCert.

Infocert is not responsible for any fraudulent or illegal use that may be made by third parties, of credit cards, checks and other means of payment, when paying for the products purchased. Infocert, in fact, at no time during the purchase process is able to know the credit card number of the purchaser who, by establishing a secure connection, is transmitted directly to the bank service provider.

### SECTION 5 TERMINATION AND WITHDRAWAL

#### 5.1. Withdrawal

InfoCert reserves itself the right to withdraw from this contract where there are well founded reasons to conclude that the requirements of security and/or confidentiality in relation to the Service have been prejudiced and/or are no longer guaranteed. Withdrawal shall be in writing to the Customer, setting out the reasons, with the relevant communication to be sent at least one month before it takes effect.

The communication will be sent to the address provided to InfoCert. Any change of address shall not be binding on InfoCert unless promptly notified by the Customer.

Where the prejudice to the security/confidentiality requirements of the Service is for reasons directly attributable to InfoCert, the Customer shall be entitled to reimbursement of the part of the fee for the period over which it is unable to use the service, where already paid.

In circumstances other than those specified in the previous paragraph, no payment shall be due as a result of withdrawal.

#### 5.2. Termination - Suspension

A failure by one of the parties to comply with even just one of the provisions under Clause 1.2. (User Licence); Clause 1.3. (Features of the service); Clause 1.4. (Data Center); Clause 1.7 (Optional Graphometric Signature Service); Clause 1.8. (Customer's obligations); Clause 2.2. (Hardware and software resources and service levels); Clause 2.3. (Connectivity); Clause 2.4. (Fees); Clause 3.1. (ID and access to the system); Clause 3.2. (Confidentiality and intellectual property rights); Clause 4.1. (Customer's liabilities) shall consist in a fundamental breach pursuant to the Italian applicable laws and the party not in breach shall be entitled to terminate this Contract. Termination shall operate by law upon receipt by the other party of a communication sent by certified e-mail providing notification of the breach and of the intention to terminate.

In the event of a contractual breach by the Customer of one of the clauses referred to in the previous paragraph, InfoCert reserves the right, before terminating the Contract, to suspend the provision of the Service. In such event InfoCert shall notify the Customer of its intention to exercise the right of suspension and the period within which the Customer shall take steps to restore the situation of contractual normality. The Customer remains in any case obliged to pay the amount due even in the event of suspension of the Service.

### SECTION 6 FINAL PROVISIONS

**6.1. Communications** Any written communications, also in relation to possible claims, shall be sent by certified e-mail or registered mail with acknowledgement of receipt to the parties' addresses as set out in the Service Activation Request or the Order.

#### 6.2. Changes in the contractual conditions.

The provision of service is ruled and regulated by the Contract. Subject to the provisions of the following paragraph, InfoCert is entitled to make changes to the contractual regulations for the services. In such event, at least 30 (thirty) days prior to the



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enforcement of such changes, the parties shall be notified of the new contractual terms and conditions applicable to the Service by certified e-mail or such other means as InfoCert may select. The Customer, in case of non-acceptance of the new conditions, must provide notice of withdrawal by certified e-mail or registered mail with acknowledgement of receipt before the date on which these changes are effective. In the absence of such notice, the Contract shall be in force under the new communicated terms and conditions.

### 6.3. Complaint and dispute resolution procedures

Please note that complaints can be submitted directly to InfoCert via email to the following address: [reclami@infocert.it](mailto:reclami@infocert.it) or through the online complaint submission form, available from: <https://help.infocert.it/reclami/>.

Pursuant to Regulation EU No. 524/2013, disputes relating to online contracts and services may be resolved through the Online Dispute Resolution (ODR) procedure, available from: <https://webgate.ec.europa.eu/odr/>.

The Court of Rome shall have exclusive jurisdiction over any disputes arising between the Parties in relation to this Contract, including in relation to the validity, interpretation, enforcement and termination thereof. It is expressly agreed that no other competent Court shall have jurisdiction.

In the event that the Controller is a consumer under Article 66 (a) of the Consumers Code, the Contract concluded by the consumer shall be subject to the mandatory territorial jurisdiction of the court of the place of residence or domicile of the consumer. Pursuant to Article 141-sexies of the Consumer Code, although InfoCert has not committed itself to resorting to any alternative dispute resolution body, the consumer is informed that he/she may on a voluntary basis avail itself of the methods of out-of-court dispute resolution provided for by the Consumer Code, by Legislative Decree no. 28/2010 and by other applicable laws in this matter.

### 6.4. Applicable law

This Contract is governed by the Italian law. Lacking any express provision, reference is made to the provisions of the Italian Civil Code and to the other relevant legislation applicable. In the event that the contract is entered into with a consumer, the laws of the place of residence of the consumer shall apply.

### 6.5. Severability

Each provision of the Contract shall be deemed approved in that it:

- (i) comprises an independent part of the Contract;
- (ii) it produces its effects regardless of whether other provisions of the Contract are operative or null and void; and
- (iii) where it is null and void, this does not affect the validity and operative nature of the Contract.

### 6.6. Specific withdrawal rules that apply where the Customer is a consumer

The following provisions only apply where the Customer is a consumer pursuant to and in accordance with the Italian Consumer Code.

In view of the provisions on burdensome contracts and the Italian Consumer Code, where a provision contained in the previous clauses does not apply to the Customer, in view of their status as consumer, the remaining parts of the Contract shall remain operative.

The right to withdrawal referred to in the Italian Consumer Code does not apply to contracts for services after the service has been provided in full where performance is started with the Customer agreeing and accepting, in the Service Activation Request, that they lose the right to withdraw following full performance of the contract.

In the other circumstances, pursuant to the Italian Consumer Code, the Customer has the right to withdraw from the Contract, without stating the reasons for this, within 14 days. The period of withdrawal expires after 14 days from the day on which the Contract is executed. In order to exercise the right to withdraw, the Customer shall inform



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## General terms and conditions

InfoCert about the decision to withdraw from the Contract by means of an express declaration sent by certified e-mail (referred to in Italy as 'PEC') to: *richieste.rimborso@legalmail.it* or by registered letter with return receipt to InfoCert S.p.A. - Direzione Generale e Amministrativa - Via Marco e Marcelliano, 45 00147 Rome. The standard withdrawal form is available at the following link: <https://www.infocert.it/pdf/Modulo-di-recesso-tipo.pdf> and can be used for this purpose, although this is not mandatory.

If this right is exercised, the Customer will be obliged to return the digital signature device, if already in his/her possession, which must be sent together with the communication with which the right of withdrawal was exercised. The cost of returning the signature device will be borne by the Customer.

Where the Customer withdraws from the Contract pursuant to this clause, the Customer shall be reimbursed the payments already made, without undue delay and in any event no later than 14 days from the day on which InfoCert is informed of the decision to withdraw from the Contract. Said reimbursements will be processed using the payment method used for the original transaction, save where the Customer has expressly agreed upon otherwise. The Customer shall not, however, incur any costs as a result of said reimbursement. In the event that the right of withdrawal refers only to the Additional Service, only the fee for this service shall be reimbursed.

