

General Terms & Conditions

GoSign

DEFINITIONS

For the purposes of this contract:

1. **Attachments:** GoSign's user manual and, if any, the document containing the description of the content of the service, and the methods of delivery and conditions of access to the Service and which indicates the characteristics, methods and requirements of use and functionality of the same;
2. **Customer:** the person who accepts the Agreement requesting the activation of the GoSign Service and/or the Additional Service and is identified according to the provisions of the order;
3. **Remote Connection:** telematic connection between GoSign and the servers and other *InfoCert* hardware equipment on which the Customer Data resides, which allows the latter to operate on the same electronic documents;
4. **Connectivity:** connection to the Data Center made by connecting to a telecommunications network or to the Internet;
5. **Contract:** means these General Conditions of Contract, the Request for activation of the Service or Order and the Annexes that together constitute the discipline of relations between the Parties;
6. **Customer Data:** computer documents and other Customer data stored by the Customer and its Users on hardware machinery;
7. **Data Center:** the service center that hosts and manages all hardware resources, basic and application software, as well as data, necessary to allow the Customer to use the Service;
8. **Graphometric Signature:** a particular type of Advanced Electronic Signature, which meets the requirements of the "Technical Rules" referred to in the Prime Ministerial Decree DPCM of 22.02.2013, produced personally by the User, in his own hand, through the use of a special acquisition *hardware*, such as special acquisition tablets (graphometric tablets), or even *general purpose tablet* devices equipped with appropriate sensors and programs *software*. The acquisition devices used are able to detect, in addition to the graphic stroke, also a series of dynamic parameters associated with the act of signing (tracking speed, acceleration, pressure, inclination, jumps in flight, etc.). The signature thus acquired is associated with the electronic document (in PDF format) that reproduces the content and makes it visible in order to prevent the alteration of the text for its signature. The graphometric signature guarantees the protection of the integrity of the document and the full digitization / dematerialization of the document being signed.
9. **GoSign or Software:** computer application that allows, with a remote connection to the InfoCert server, the viewing, approval and digital subscription, with electronic or digital signature, of electronic documents by the Customer and / or users defined by it;
10. **GoSign Business:** has the same functionality as GoSign and allows, in addition, the enabling to request the signature to a separate third party by signing a document sent by the Customer, together with the display of the summary dashboard of the signature processes started and not concluded, as well as allowing the receipt of a notification email indicating to the Customer that the third signatory, recipient of the subscription flow, has actually signed the document.
11. **InfoCert: InfoCert S.p.A.** - Company subject to the direction and coordination of TINEXTA S.p.A. - with registered office in Rome, Piazza Sallustio n. 9-00187, VAT 07945211006, call center 049.7849350, fax 06/83669634, PEC infocert@legalmail.it, which operates as a qualified trust service provider, based on a conformity assessment carried out by the *Conformity Assessment Body* CSQA Certificazioni S.r.l., pursuant to Regulation (EU) 910/2014 and ETSI EN 319 401, ETSI EN 319 411-1; ETSI EN 319 411-2, according to the eIDAS evaluation scheme defined by ACCREDIA against ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012. InfoCert adheres to the code of ethics available on the site, by accessing the following link: <https://www.InfoCert.it/pdf/all3codetico12.pdf> and operates as an accredited certifier pursuant to art. 29 of Legislative Decree 82/2005 and subsequent amendments. ("Digital Administration Code", hereinafter referred to briefly as "CAD").
12. **Party(s):** InfoCert and the Customer, individually or jointly;
13. **Request for activation of the Service or Order:** the document signed by the Customer with which the same requests the activation of the Service and accepts the conditions of the Contract;
14. **Service:** the set of IT services provided by InfoCert in favor of the Customer, which allow the user, according to the technical methods described in the Contract, to view, using the metaphor of the signature book, documents in electronic format as well as to sign them digitally;
15. **Additional Service:** an IT application called "DeSign", constituting an additional service to GoSign, which allows you to verify the validity of a certificate, regardless of the trust service provider that issued it, by consulting InfoCert both the Revocation Lists taken from any distribution points indicated in the certificate,



General Terms & Conditions

GoSign

and through the "Online Certificate Status Protocol" (OCSP) service;

16. **User:** the subject, belonging or not belonging to the Customer's organization, authorized by him to use the Service according to the authorization levels defined by the Customer.

SECTION I - SUBJECT-MATTER, CONCLUSION AND DURATION OF THE CONTRACT

1.1. Subject matter

The object of the Contract is the provision of the Service to the Customer via Remote Connection. The Service consists of the following elements, better described in the following articles:

1. InfoCert's non-exclusive, non-transferable license to use GoSign and/or the Additional Service to Customer;
2. the Features of the Service referred to in art. 1.3 as well as, if necessary and where required, of the Service referred to in art. 1.7;
3. the space necessary to store Customer Data at the *Data Center*, made available by InfoCert;
4. the adaptation, maintenance referred to in point 1.5;
5. updating the Service referred to in point 1.5;
6. the support activity referred to in point 1.6.

1.2. License of Use

By entering into the Contract, Customer acquires the non-exclusive right to use GoSign and/or the Additional Service for a period equal to the term of the Contract. The use of the Service must comply with what is indicated on the site and in the relative user manual. In consideration of the technological characteristics with which the Service is provided, which allow its use only through remote access from the Customer's terminals, the latter acknowledges the impossibility of using the same in the absence of adequate Connectivity for this purpose, thus obliging itself to independently connect to the Data Center through a telecommunications network and to inform Users of this requirement for the use of the Service.

The intellectual property rights, trademarks and technological solutions relating to the Service and GoSign and/or the Additional Service are and remain the property of InfoCert.

Customer and Users accessing the Service may not copy, decompile, disassemble, modify, rent, lease and/or loan, distribute, or transmit over a network the GoSign application or any portion thereof.

The Customer has no right to transfer the Contract or the rights deriving from it to third parties.

The Customer may not, in any form, acquire the Service in order to resell it to third parties.

1.3. Features of the Service

The Service guarantees, in accordance with the provisions of the Contract, the Attachments, if any, and the User Manual, the uploading on the online platform of documents for the creation and organization of practices to be signed digitally.

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

1.4. Data Center

Dedicated spaces are made available at the Data Center on hardware machinery for the purpose of storing Customer Data managed by GoSign and possibly by the related Additional Service.

The Data Center from which the service is provided is organized and administered in compliance with the applicable laws and regulations on security measures, and equipped with appropriate logical and physical protection systems in order to prevent unauthorized access. The security rules may be unilaterally modified by InfoCert in order to make them compliant with any changes in the regulations on the protection of personal data.

InfoCert will provide its services from a Hybrid Cloud infrastructure, i.e. a cloud computing environment that uses both on-premise resources (managed directly by InfoCert) and cloud resources located, within the E.U., at Amazon Web Services, Inc., and operating in full compliance with privacy legislation.

1.5. Adjustment Maintenance and updating

InfoCert will adapt the Service for technical needs by notifying the Customer if these changes impact on service levels, through PEC to the Customer who undertakes to adapt the characteristics of its systems and instrumentation to the changes indicated within 2 (two) months.

Adaptation means the changes and corrections to be made to the *Software* dictated by technical and regulatory requirements.

InfoCert will also provide for corrective maintenance and updating of the Service.

Corrective maintenance means the activity necessary to correct any errors on the *Software*; updating



General Terms & Conditions

GoSign

consists of the activity necessary to adapt the Service to any regulatory changes.

In the event of particular changes in the legislation that make the updating activity excessively burdensome (changes to the Software greater than 25%), InfoCert reserves the right not to adapt the Service by providing for the release, according to the technical and economic conditions that will be previously communicated, of a new Software application.

1.6. Support

The Service includes technical support activities provided every weekday (excluding Saturdays, Sundays and holidays) from 09:00 to 13:00 and from 14:00 to 18:00.

1.7. Possible Graphometric Signature Service

InfoCert, upon request, as an accessory service, makes available to the Customer its Graphometric Signature solution, that is, the individual *hardware* and / or *software* elements that compose it, in order to use it in relations with third parties for its institutional, corporate or commercial reasons.

The Customer acknowledges and accepts that the signing of the separate form "Request for activation of Advanced Electronic Signature Service" implies acceptance of these General Terms & Conditions which, as applicable, will have full binding effect between the parties.

It is the Customer's responsibility to verify that its hardware equipment and operating system have a configuration consistent with the operation of the graphometric signature solution. The Customer declares to be aware of and accept the hardware and software requirements made available by InfoCert for the subscription service with Graphometric Signature.

The User's biometric data are acquired through the interoperability of hardware and software components and are encrypted through special encryption keys (one public, used to encrypt, and one private, used to decrypt), based on digital certificates issued by InfoCert, as Certification Authority.

InfoCert guarantees the certain and unambiguous association of the graphometric signature to the document and its immutability by affixing an electronic seal at the end of the process, issued by InfoCert as a European Qualified Trust Service Provider.

The encrypted biometric data are included in the signed electronic document and the encryption keys are kept by a third party guarantor.

The Customer acknowledges and accepts that the encrypted biometric data may be decrypted using the

encryption keys kept by the third party guarantor "only in cases where it is indispensable for the occurrence of a dispute on the authenticity of the signature and following a request from the police authority and / or judicial authority" (Prov. Garante Privacy, 12.11.2014, lett. j).

The online Guide, the information, the declaration of acceptance (and possible revocation) and the description of the service also from a technological point of view are always available on the www.firma.infocert.it website.

The Customer may fulfil its obligations to publish information on the process, system, technologies and regulatory requirements on its website with a link to www.firma.infocert.it.

The service referred to in this article will be provided at the rates and conditions specifically established.

1.8. Additional services on request

The Customer may separately request ancillary and complementary services with respect to GoSign, (such as additional signature devices, digital certificates, remote signature services, document replacement storage service, etc.) at the rates and conditions specifically established.

1.9. Obligations of the Customer

The Customer undertakes to meet all the requirements necessary for access to the Service, namely:

1. to access the Service from the Web: Workstation connected to the Internet, and equipped with one of the following browsers: Microsoft Explorer v. 11+, Mozilla Firefox v 30+, Apple Safari 8+, Google Chrome v 35 +. For proper operation of the application it is necessary to install / configure the following PlugIn: Javascript and cookies enabled.
2. GoSign for iOS: iPad: ver. 3 and following; iPhone: ver. 5 and following; iOS: ver. 9 and following.
3. GoSign for Android: OS ver. 4.4.2 et seq.
4. Supported Digital Signature Devices: Signature devices supported by InfoCert Digital Sign Server (DSS), LegalCert RemoteSign Service;

The Customer acknowledges that computer documents larger than 15MB each cannot be transmitted through the Service.

The Customer also undertakes to observe the utmost diligence in the use of the application and in the storage and protection of authentication credentials to the Service. The Customer, in the event that the option of converting Office documents to PDF format is used for uploading documents to be signed in GoSign, assumes all responsibility for the use and correct



General Terms & Conditions

GoSign

installation of the relevant program on its Microsoft Office personal computer or equivalent.

Finally, if the purchaser of the FEA Graphometrica service, as a provider (DPCM 22 February 2013 art. 57), the Customer is responsible for the certain identification of the user-signatory, the collection and storage of a copy of his identity document and the declaration of acceptance of the conditions of the service.

1.10. Conclusion, duration of the Contract and automatic renewal

At the time of purchase of the Service, the Customer reads the documentation of the Contract, requests the Service by filling out the Activation Request and consequently receives confirmation of activation.

The Service can also be purchased *online* on the InfoCert website, according to the IT procedure therein.

In this case, the Customer, once selected the Service to be purchased, is required to read and accept the Contract and to specifically approve the unfair clauses contained therein. Subordinately, the Customer is directed to the "Shopping Cart" and he is 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 conclusion of the contract, which is thus sent to InfoCert.

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

At this point, InfoCert delivers to the Customer, on the e-mail address indicated at the time of purchase, the receipt of the order.

The Contract for the GoSign Service is equal to one year and automatically renews from the date of activation of the same, unless otherwise indicated by InfoCert. For the GoSign Business Service, the Contract is valid from its activation and until the expiration of one calendar year, unless otherwise stated in the Service Activation Request or Order.

If the Customer does not intend to renew the GoSign Business Service Contract, the same at the expiration will be considered terminated and no longer usable, unless reactivated of the same, at the initiative of the Customer.

It is understood that the Customer has the right, exercisable within 2 (two) months prior to the expiry date of the GoSign Business Service Contract, to

communicate to InfoCert the intention to renew the same Service by paying the relative amount.

SECTION II - PROVISION OF THE SERVICE AND FEES

2.1. Service levels

The efficiency of the Service will be maintained by InfoCert for a period of 95% during each month.

Ordinary and extraordinary maintenance interventions will be carried out, except in cases of force majeure, in times and methods that affect the Customer's operations as little as possible.

2.2. Hardware e software requirements

The Customer declares to be aware of and accept the prerequisites, indicated in art. 1.8, hardware and software that computers must have for the purpose of using the Service, committing themselves to their adaptation in the event that the same becomes necessary as a result of any updates to the Service itself and / or the technological infrastructure that allows its provision.

2.3. Connectivity

The Customer will use the Service through the connection that must be equipped with a telecommunications operator.

The Customer, therefore, cannot hold InfoCert responsible, directly or indirectly, for any malfunctions or for the non-use of the Service deriving from the connection referred to in the previous paragraph, both for the incorrect functioning of the same and for any inadequacy to the technical characteristics indicated.

2.4. Fees

The Customer, in return for the provision of the Service, will be required to pay in favor of InfoCert the fees established in the Request for Activation of the Service or Order of which the Customer declares to have taken careful and full vision. The Customer will be required to pay a specific fee for the provision of the Additional Service, only when this is provided for in the Activation Request.

SECTION III - SECURITY AND CONFIDENTIALITY

3.1. Identifiers and accesses to the system

The Customer and Users may use the Service after verifying the requirements for access to the system through the identification tools provided by the Service itself.

The Customer is informed, and undertakes to provide Users with adequate information in this regard, of the fact that knowledge of the identification tools by third



General Terms & Conditions

GoSign

parties would allow them access to the Service and Customer Data.

The Customer is therefore required to keep and have the Users keep these identification tools with the utmost confidentiality and with the utmost diligence, undertaking not to transfer them or allow their use to third parties.

InfoCert cannot under any circumstances be held responsible for any direct and/or indirect damage deriving from the Customer's failure to comply with the above.

3.2. Confidentiality and regulation of intellectual property

InfoCert undertakes and commits its staff to maintain, both during the contractual period and thereafter, the most absolute confidentiality regarding the information pertaining to the Customer.

The foregoing does not refer to information that InfoCert can demonstrate to have been in its possession prior to its transmission by the Customer, or that has become public knowledge for facts not dependent on InfoCert.

The same obligation of confidentiality also weighs on the Customer towards InfoCert, undertaking the same, in particular, to maintain the most absolute confidentiality regarding the technical documentation sent to him by the latter and therefore, not to disclose, copy or transfer to third parties such documentation.

The Parties also undertake to make any third party with whom they have relations aware of this obligation of confidentiality.

All intellectual and industrial property rights and any other right on the Service and on the Software or other technological solution present in it and/or connected to it are and remain the property of InfoCert, unless the ownership of third parties is expressly indicated. All rights of use of the Service and the Software and technological solutions present therein are reserved to InfoCert. The Customer is granted the use of the Service exclusively within the limits and under the conditions established 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 and not exhaustively, it is forbidden to copy, modify, decompile, disassemble, distribute even online, grant for use to third parties, the Service and the Software and technological solutions present therein. The Contract does not confer on the Customer different and/or additional rights with respect to those expressly provided for therein. In particular, the Contract does not constitute

assignment, transfer, lease or other form of transmission of rights on the Software, except as expressly provided for therein, and / or on the services and / or products made and rendered by InfoCert, which remains the sole owner of the same.

The Customer undertakes not to use InfoCert trademarks as product or service marks, or trademarks that can be confused with them.

3.3 Information pursuant to art. 13 of EU Regulation no. 679/2016

InfoCert S.p.A., as Data Controller of the data provided by the interested party, informs the same, pursuant to and for the purposes of art. 13 of EU Regulation no. 679/2016, that the aforementioned personal data will be processed, with the aid of paper archives and IT tools suitable to guarantee maximum security and confidentiality, for the purposes and in the manner illustrated in the "Privacy Policy – Activation of InfoCert Services", on the "Documentation" page on the www.infocert.it website, of which the interested party declares to have read.

3.4. Appointment as Data Processor, pursuant to art. 28 of Regulation (EU) 679/2016

For the purpose of providing the Service, on behalf of the Customer, InfoCert will process personal data – including biometrics, in case of activation of the service referred to in art. 1.7. - contained in the documents that will pass through the Gosign platform for the purpose of the relative subscription and / or (in the event that the Customer has also activated the Additional Service) for the purpose of verifying the certificates of third parties compared to those issued for the Customer.

In particular, for the sole purpose of signing the above documents, InfoCert will implement the following processing operations, with the aid of electronic tools: collection, registration, organization, storage, processing, extraction, use, cancellation.

Furthermore, for the sole purpose of verifying the certificates of third parties with respect to those issued for the Customer, InfoCert will implement the following processing operations, with the aid of electronic tools: collection, registration, storage, extraction, consultation, use, cancellation, destruction.

With respect to biometric data, the processing operations, with the aid of electronic tools, will be as follows: collection and registration.

The Customer guarantees to base the processing of the aforementioned personal data on an appropriate legal basis, pursuant to art. 6 of Regulation (EU) 679/2016, presenting itself as Data Controller (the "Data



General Terms & Conditions

GoSign

Controller"). The Data Controller, therefore, appoints InfoCert as Data Processor (the "**Data Processor**"), assuming all the obligations and responsibilities connected and relieving InfoCert from any claim that may come from third parties in relation to the processing operations implemented by InfoCert by virtue of this Contract.

The Customer, as Data Controller, acknowledges and accepts that the InfoCert Manager is authorized to use Amazon Web Services, Inc. as Sub-Data Processor for the performance of cloud data storage services. The Data Processor informs the Data Controller that cloud data storage at Amazon Web Services, Inc. takes place on servers located within the E.U.

The very nature of the Service implies that the only instructions that the Processor will receive will be those provided for in the Contract, its Annexes and the legislation including that on digital signatures.

In light of the above, InfoCert undertakes to:

- adopt the security measures provided for by applicable legislation, including those referred to in art. 32 of Regulation (EU) 679/2016;
- comply with the obligations imposed on the data controller by art. 28 of Regulation (EU) 679/2016;
- assist the Data Controllers in fulfilling the obligations deriving from Regulation (EU) 679/2016, within the limits of the commitments undertaken under the Contract, in order to ensure compliance with the obligations referred to in Articles 32 to 36 of Regulation (EU) 679/2016, taking into account the nature of the processing and the information available to the Data Processor;
- delete and / or return - at the choice of the Data Controllers - the data processed at the termination of the Contract, without prejudice to the obligations to retain personal data deriving from Union or Member State law;
- instruct in writing the persons who will process personal data on behalf of the Customer, authorizing them to carry out only the processing operations strictly necessary for the correct provision of the Service, with a commitment to confidentiality and indication of any instruction necessary for the execution of a treatment in accordance with Legislative Decree 196/2003 and Regulation (EU) 679/2016;
- follow up on requests or measures of the Garante della Privacy or other competent authorities in relation to the processing of data to which InfoCert is responsible.

In the event that the Customer expresses in writing needs such as to require a different treatment than that referred to in the Contract, after assessing the regulatory compliance of the Customer's request, InfoCert will inform the Customer in writing about the feasibility of the requested solution and the related costs, through a specific offer, possibly also re-evaluating the framework to be given to the relationship, also pursuant to Regulation (EU) 679/2016.

3.5. Data storage

InfoCert, during the entire period of validity of the Contract, provides for the storage of Customer Data at the Data Center. The Customer is aware of this operation and releases the widest consent from now on.

In the event of termination, for any reason, of the Contract, the Customer may autonomously provide, for a period of 15 (fifteen) days from the date of termination, to carry out the electronic transfer of the Customer Data to its hardware station. After the period 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 art. 1.7, undertakes to make backup copies of Customer Data in accordance with its security policies and current legislation. The Customer is aware of this operation and releases the widest consent from now on.

3.6. Third Party Companies

InfoCert in providing the Service may implement technical cooperation agreements with third-party companies, which may be entrusted with the provision of some of the activities provided for in Section I. To this end, the same undertakes to use the cooperation of qualified suppliers who must undertake to operate in accordance with the provisions of the Contract.

The Customer undertakes, upon InfoCert's report, to carry out the obligations referred to in the European Privacy Regulation EU / 2016/679, towards these third-party companies.

SECTION IV - LIABILITY

4.1. Customer Liability

The responsibility for the User's Data, including those of which the Customer performs processing even if not as a data controller pursuant to the European Privacy Regulation EU / 2016/679, is exclusively borne by the Customer.



General Terms & Conditions

GoSign

The consumer undertakes and undertakes, once the "online" purchase procedure has been completed, to download and store these general conditions, which, moreover, he will have already viewed and accepted as an obligatory step in the purchase, as well as the specifications of the product being purchased, and this in order to fully satisfy the conditions set out in Legislative Decree 206/2005 (Consumer Code).

It is strictly forbidden for the buyer to enter false, and / or invented, and / or fantasy data in the registration procedure necessary to activate against him the procedure for the execution of this contract and the related further communications; The personal data and the *e-mail* must be exclusively your real personal data and not of third parties, or fantasy.

It is expressly forbidden to make double registrations corresponding to a single person or to enter data of third parties.

The Customer assumes all responsibility for the content of the Customer Data and electronic documents, assuming no obligation InfoCert to verify their correctness, accuracy and/or completeness, nor their compliance with applicable laws and regulations.

InfoCert, in particular, reserves the right to suspend the publication of Customer Data upon notification by judicial authorities or other authorities, or upon notification by interested third parties. In such cases, InfoCert, unless otherwise requested by the judicial authority or other authority, will communicate to the Customer, by PEC or to the e-mail address indicated in the Request for activation of the Service or Order, the suspension of the publication with the related reasons. The Customer indemnifies InfoCert from any liability deriving from the issuance of incorrect tax documents due to errors in the data provided by the Customer, being the Customer himself solely responsible for the correct insertion.

4.2. Liability of InfoCert

InfoCert undertakes to provide the services requested by the Customer in compliance with the provisions of the Contract, not assuming any responsibility outside of what is expressly established in them.

InfoCert, except in the case of willful misconduct or gross negligence, will not incur liability for direct or indirect damages of any nature and entity that may occur to the Customer and/or third parties as a result of use that does not comply with the provisions of the Annexes and/or non-use of the Service, even in the face of delays or interruptions or errors and/or malfunctions of the same, if they fall within the scope of the unavailability parameters previously indicated in art. 2.1.

The Customer, in case of exceeding the parameters of unavailability, except in the hypotheses of intervention for ordinary and / or extraordinary maintenance, will be entitled to obtain, as compensation for all damages suffered, the reimbursement of the price paid for the Service related to the period of non-use of the same.

The reimbursement cannot be requested if the non-use is attributable to the Connectivity manager or deriving from unforeseeable circumstances, force majeure or causes not attributable to InfoCert, such as, by way of example, strikes, riots, earthquakes, acts of terrorism, popular riots, organized sabotage, chemical and / or bacteriological events, war, floods, measures of the competent authorities on the subject or inadequacy of the structures, the hardware machinery and/or software used by the Customer.

Furthermore, InfoCert, except in the case of willful misconduct or gross negligence, will not be burdened by charges or liability for direct or indirect damages of any nature and entity that may occur to the Customer caused by tampering or interventions on the Service or on the equipment carried out by the Customer himself and / or by third parties not authorized by InfoCert.

Infocert is not responsible for any fraudulent or illegal use that may be made by third parties, credit cards, checks and other means of payment, upon payment of the products purchased. Infocert, in fact, at no time during the purchase procedure is able to know the buyer's credit card number which, by opening a secure connection, is transmitted directly to the bank service provider.

SECTION V - WITHDRAWAL AND TERMINATION

5.1. Withdrawal

InfoCert reserves the right to withdraw from the Contract in the presence of well-founded reasons that may cause the security and/or confidentiality requirements of the Service to be prejudiced and/or no longer guaranteed.

The withdrawal will be exercised by written communication motivated to the Customer to be sent at least one month before the effective date of the same.

The communication will be sent to the address communicated to InfoCert. Any change of address will not be opposable to InfoCert unless promptly announced by the Customer.

In the event that the prejudice to the security/confidentiality requirements of the Service depends on causes directly attributable to InfoCert, the



General Terms & Conditions

GoSign

Customer will be entitled to a refund of the fee for the period of non-enjoyment of the service, if already paid.

In cases other than those provided for in the previous paragraph, no fee will be due for withdrawal.

5.2. Termination - Suspension

Failure by one of the Parties to comply with even one of the provisions contained in the clauses referred to in art. 1.2. (License of use); art. 1.3. (Features of the service); art. 1.4. (*Data Center*); art. 1.7. (Possible Graphometric Signature service); art.1.9. (Obligations of the Customer); art. 2.2. (Hardware and *Software* Requirements); art. 2.3. (Connectivity); art. 2.4. (Fees); art. 3.1. (Identifiers and access to the system); art. 3.2. (Confidentiality and regulation of intellectual property); art. 4.1. (Customer's liability) constitutes an essential breach pursuant to art. 1455 of the Italian Civil Code, and gives the right to the non-defaulting Party to terminate the Contract. The resolution will operate by right to the simple receipt of the other Party of a communication, by PEC, containing the dispute of the non-compliance and the intention to make use of the resolution itself.

InfoCert, in the event of non-fulfillment by the Customer of one of the obligations provided for in the articles mentioned in paragraph 1, reserves the right, before proceeding with the termination of the Contract, to suspend the provision of the Service. In this case, InfoCert will inform the Customer of its intention to make use of the aforementioned right of suspension and the deadline within which the Customer must restore the contractual normal situation. The Customer remains in any case obliged to pay the amount due even in the event of suspension of the Service.

SECTION VI - FINAL CLAUSES

6.1. Notices.

Any written communication, also relating to any complaints, must be by PEC or registered letter with return receipt to the addresses of the Parties, as indicated in the Order / Request for activation.

6.2. Changes to contractual conditions.

The provision of services is regulated and governed by the Contract. Except as provided in the following paragraph, InfoCert has the right to make changes to the contractual regulations of the services. In this case, at least 30 (thirty) days before the application of these changes, the new contractual conditions applicable to the service will be communicated to the parties via PEC or other tool chosen by InfoCert. The Customer, in case

of non-acceptance of the new conditions, must communicate a specific cancellation by PEC or registered letter with return receipt before the date on which these changes will come into force. In the absence of such termination, the Contract will continue under the new conditions communicated.

6.3. Complaint and dispute resolution procedures.

We inform you that, for any complaints, it is possible to contact InfoCert directly, by writing to the reclami@infocert.it address or by activating the procedure easily accessible at the following link: <https://help.infocert.it/reclami/>, from which it is possible to send a complaint online, by filling out 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, accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

Any dispute that may arise between the Parties regarding this Contract, including those relating to its validity, interpretation, execution and termination, will be devolved exclusively to the Court of Rome, with the exclusion of any other competent court.

In the event that the Data Controller is a consumer, pursuant to art. 66 bis of the Consumer Code, civil disputes concerning the Contract concluded by the consumer are devolved to the mandatory territorial jurisdiction of the judge of the place of residence or domicile of this. Pursuant to art. 141 sexies of the Consumer Code, although InfoCert has not undertaken to resort to any alternative dispute resolution body, the consumer is informed that he can use, on a voluntary basis, the methods of out-of-court dispute resolution provided for by the Consumer Code, Legislative Decree 28/2010 and other applicable laws.

6.4. Governing Law.

The Contract is governed by Italian law. For anything not expressly provided, please refer to the provisions of the Civil Code and other applicable regulations on the subject. In the event of a contract concluded with a consumer, the law of the place of residence of the latter will be applicable.

6.5. Retention of the Contract.

Each provision of the Contract is considered approved in the sense that it:

1. is an autonomous part of the Contract;
2. in any case, produces its effects regardless of the effectiveness or nullity of other provisions of the Contract; and



General Terms & Conditions

GoSign

3. Any invalidity does not in any case affect the validity and effectiveness of the latter.

6.6. Specific discipline of withdrawal applicable in the event that the Customer is a consumer.

The following applies only if the Customer is a consumer pursuant to and for the purposes of the Consumer Code.

In consideration of the provisions of Article 1469 *bis* et seq., of the Civil Code, and the Consumer Code, if any provision contained in the previous articles is not applicable to the Customer, in consideration of his quality as a consumer, the remaining parts of the Contract will remain effective.

The right of withdrawal pursuant to art. 52 of the Consumer Code is excluded for service contracts pursuant to art. 59 of the same Code, if the Customer expresses his agreement and acceptance in this sense in the Order or in the Registration Request.

The Customer, pursuant to art. 52 of the Consumer Code, has the right to withdraw from the Contract (entirely or limited to the provision of the Additional Service), without indicating the reasons and without having to incur costs other than those provided for by Articles 56, c. 2, and 57 of the Consumer Code, within 14 (fourteen) days. The withdrawal period expires after 14 (fourteen) days from the date of conclusion of the Contract. To exercise the right of withdrawal, the Customer is required to inform InfoCert of his decision to withdraw from the Contract (entirely or limited to the provision of the Additional Service) through an explicit declaration sent, before the expiry of the withdrawal period, by PEC to the address: *richieste.rimborso@legalmail.it* or by registered letter with return receipt addressed to InfoCert S.p.A., - General and Administrative Directorate - Via Marco e Marcelliano, 45 00147 Rome. To this end, you can use, for your convenience, the withdrawal form available on the site, by accessing the following link: <https://www.InfoCert.it/pdf/Modulo-di-recesso-tipo.pdf>, which however is not mandatory.

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

If the Customer withdraws from the Contract according to the discipline dictated in this article, the payments already made will be reimbursed. These refunds will be made to the current account used for the initial transaction, unless the Customer has expressly

indicated different bank details; in any case, the Customer will not incur any costs as a result of such reimbursement. In the event that the withdrawal concerns only the Additional Service, only the amount relating to this service will be refunded.

