DEFINITIONS

For the purposes of this contract, the following terms mean:

- **"Contract":** also referred to as the *Contract for the activation of the Certified Email (PEC) service*, means these General Terms and Conditions and the documents attached to them and the acts referred to therein, which together govern the relationship between the parties;
- "**Intred":** a joint-stock company with Registered Office in Brescia, Via Creta, 15, hereinafter referred to as Intred, authorised by CNIPA/DigitPA to provide the Customer(s) with the Certified Email Service;
- **"CNIPA/DigitPA"**: acts in the name and on behalf of the Italian Government and has issued the technical regulations and guidelines on PEC. It is also responsible for authorising and supervising Certified Email providers.
- **"Customer":** the party, including a business, that requests the activation of the Certified Email (PEC) Service, identified on the basis of the information given in the Contract Proposal and in the Activation Request;
- **"User":** the person(s) to whom the Customer assigns a Certified Email Mailbox;
- **"Contract Proposal":** the document with which the Customer orders from Intred the activation of the Certified Email Service;
- **"Operating Manual"**: the document describing how to use the Service, drawn up by Intred and verified by DigitPA, and available for download on the Intred website (www.intred.it).
- **"PEC Service":** the service under which Intred assigns to the Customer Certified Email Mailboxes that comply with the features specified on the Intred website;

- **"Intred website"**: the Intred website (www.intred.it), where legal, technical and commercial information on the PEC service can be consulted.
- **Order form**: the electronic form available on the website www.pec.intred.it, which must first be filled in completely online by the Customer and then sent by the Customer to INTRED (by scan and/or by post) together with the identity card and tax code of the legal representative; as a contractual proposal, it formalises the request for activation of the service.

SUBJECT MATTER, CONCLUSION, DURATION AND RENEWAL OF THE CONTRACT

Art. 1. Subject matter of the contract

The subject matter of the Contract is the provision of the Certified Email Service, for the consideration indicated in the Contract Proposal, under the conditions set out in the following articles and with the technical and operating procedures, times, hours and service levels established in the Operating Manual. The Certified Email mailbox assigned to the Customer shall be active for receiving and sending messages for the entire term of validity of this contract. The intellectual property rights, trademarks and technological solutions relating to Intred's PEC Service are and remain owned by Intred Spa, unless ownership by third parties is expressly indicated. The Customer guarantees, on their own behalf and on behalf of the User, that they shall not copy, decompile, disassemble, modify, rent, lease and/or lend, distribute or transmit over a network the software components making up the PEC Service.

The Customer may not purchase the PEC Service in order to resell it to third parties

Art. 2. Conclusion of the contract

Activation of the service is subject to actual payment of the consideration requested when the order form is submitted. Such payment must be made by bank transfer or electronic transaction (Pay Pal). An invoice shall then be issued showing the date of actual activation of the service, which shall coincide with the actual start date of the contract. The Contract shall be deemed concluded and shall therefore start from the date of activation of the PEC Service. Sending the order form, together with payment of the consideration, entails the Customer's full acceptance of these contractual conditions. The order form and the general terms and conditions must be read carefully and then returned to INTRED complete with signatures and stamps where required, together with the identity card and tax code of the legal representative signing the relevant contract.

If the service is not activated for any technical reason, INTRED shall only be required to refund the amount paid by the customer. It is understood that no interest or charges of any kind shall be applied to that sum. The Customer acknowledges and accepts that they are entitled only to a refund of the price paid and that they may not make any request for compensation, damages or claim of any kind against INTRED for the failure to activate the service.

On expiry of the contract, and therefore of the service, unless renewed in time, the service remains active in read-only mode for 30 (thirty) days. The service may not be used either to receive or to send email. Once those 30 (thirty) days have elapsed without renewal, the PEC mailbox(es) shall be deactivated, any and all liability on the part of INTRED being expressly excluded, now for then. The Customer is therefore required to back up and/or copy the content of the PEC mailbox(es) before the expiry date, since INTRED, following non-renewal, does not guarantee the recovery of messages.

Art. 3. Duration of the contract

The contract has a duration of one, two or three years depending on the service profile chosen and runs from the date of activation of the service. The service is activated only if there is confirmation that the consideration due has been paid. The service is provided until its expiry date as shown on the invoice. As that date approaches, INTRED, purely as a courtesy and therefore without assuming any obligation towards the customer, reserves the right to send the customer email notices of the forthcoming expiry of the service. Unless otherwise provided, the service ends and in any case ceases to have effect automatically and immediately, without the need for any notice, on expiry of the last service provided. Therefore, in the absence of a new payment on expiry of the service, the service shall be deemed terminated and the contract terminated and/or not renewed. The contract shall therefore cease to have effect, the service shall be

deactivated and the parties shall be released from their mutual obligations.
Should the customer decide to terminate the PEC service early (before the expiry date shown on the invoice), they must send a formal notice of cancellation accompanied by a copy of the identity document of the mailbox holder. If the mailbox is assigned to a Legal Person, the substitute declaration, duly completed and signed, must be attached to the request.

Art. 4. Renewal of the contract

Before the expiry of the service contract, the customer may renew the service on the basis of the price list and the other contractual conditions in force at the time of renewal. The renewal of the service should preferably be completed at least 10 days (ten) before the relevant expiry of the service, by submitting the relevant request and paying the amount provided for in the price list in force at the time of renewal. Once the renewal procedure described above has been completed, the service shall be renewed for the contractually agreed period of time, starting from the day after the expiry of the renewed service

SUPPLY OF THE SERVICE AND CHARGES

Art. 5. Hardware and software resources

The Customer shall personally provide their own personal computers with the basic software required to use the service. The Customer is responsible for the correct configuration of their own hardware and for the installation of the software required to use the service.

Art. 6. Connectivity

The Customer shall use the service through an adequate and efficient Internet connection. The Customer assumes all responsibility for any inadequacy of the connectivity and for any malfunctions or failure to use the PEC Service where they do not use an Internet connection provided by Intred. The Customer is aware that email messages may be subject to delays in transmission over the Internet and that, therefore, Intred may in no case be held liable for such delays, except in the event of wilful misconduct or gross negligence.

Art. 7. Charges

The charges payable by the Customer for the provision of the PEC Service are indicated in the Contract Proposal or order form, which specifies the tariff chosen by the Customer. During the term of validity of this contract, the charges payable by the Customer may be changed in accordance with the procedures referred to in art. 15, paragraph 2, below.

The subscription fees for the Service shall run from its activation and shall be invoiced in advance.
Unless otherwise expressly agreed between the parties, or as may be specified in the Contract Proposal, Intred shall issue its invoices in advance for the entire period. Payment of the charges due for the service, as indicated in the price list, must be made by the customer at the same time as the order form is sent and in any case before the activation of the service. The customer shall therefore pay INTRED the amounts due in advance of the provision of the service, since at the time of signing of the contract and/or Order form, the latter shall become valid only following the relevant payment requested. A formal invoice shall then be sent. The invoice shall be sent to the Customer by email in electronic format; in any case the Customer shall always have the right to ask Intred to send it in paper format, in which case Intred reserves the right to charge a shipping cost of €2.20 (two euros and twenty cents) per invoice.

Art. 8. Late payment or non-payment

The customer may not raise objections of any kind unless they have first correctly made the payments provided for in the contract and provided the related documentation to the Suppliers. If, for any reason, payment of the fee is not valid or is revoked or cancelled by the Customer, or is not made, confirmed or credited in favour of INTRED, INTRED reserves the right to suspend and/or interrupt with immediate effect the activation and/or supply of the relevant service if already activated. During the suspension of the service the customer shall not have access to the data and/or information and/or content they have entered, transmitted and/or otherwise processed through the service in question and may not make any financial claim for compensation.

SPECIFIC PROVISIONS FOR CERTIFIED EMAIL

Art. 9. Use of certified email

The Customer acknowledges that the PEC Service has been implemented by Intred in compliance with the provisions of Legislative Decree 82/2005, Presidential Decree 68/2005 and Ministerial Decree of 02/11/05, as amended. The Customer therefore acknowledges that the use of Certified Email is governed by the provisions referred to above.
Intred, in consideration of the above, expressly warns the Customer that the PEC Service may undergo changes or updates to adapt it to the development of the legislation governing Certified Email and, in particular, to the provisions of Presidential Decree no. 68/2005 and of the further regulations to be issued to implement it.

LIABILITY

Art. 10. Liability for content and data

It is forbidden to use the PEC Service to store, send, publish, transmit and/or share applications or electronic documents that:

- conflict with or infringe intellectual property rights, trade secrets, trademarks, patents or other proprietary rights of third parties;
- have defamatory, slanderous or threatening content;
- contain pornographic or obscene material or material otherwise contrary to public morals;
- contain Viruses, Worms, Trojan Horses or, in any case, other contaminating or destructive features;
- damage, violate or attempt to violate the secrecy of correspondence and the right to privacy;
- in any case conflict with the applicable laws and/or regulations.

The Customer undertakes to inform the User of the prohibition set out in this article and guarantees that the Users shall not use the PEC Service in ways that conflict with the above prohibitions. Intred has no obligation to supervise the documents and data stored, displayed or shared through the PEC Service and, therefore, shall have no obligation to monitor or examine them. Intred reserves the right to suspend the provision of the Service, or to prevent access to the documents and/or data contained therein, if:

1. it is informed or otherwise becomes aware of the breach of one or more of the above prohibitions, regardless of the request referred to in the following point;
2. an express request to that effect is made by a judicial or administrative body with jurisdiction in the matter under the regulations in force.

In the above cases, Intred shall notify the Customer by email of the reasons for adopting the measures provided for therein, and shall be entitled to terminate the Contract, pursuant to art. 13 below, without any notice and without being liable for any compensation, without prejudice to any other action for recourse against the party responsible for the breaches.

Art. 11. Liability of Intred

Intred undertakes to provide the PEC Service in compliance with these General Terms and Conditions and with the information on the Intred website, assuming no liability beyond what is expressly established therein. In particular, Intred assumes no obligation to store the messages sent and received by the Customer and/or the User with the Certified Email mailbox covered by the Service. Such storage is the sole responsibility of the Customer and/or the User. Intred, except in the event of wilful misconduct or gross negligence, shall not incur liability for direct or indirect damage of any nature and extent that may be suffered by the Customer, the User and/or third parties as a result of the use and/or failure to use the PEC Service, including in the event of delays or interruptions, or for errors and/or malfunctions of the Service where these fall within the unavailability parameters indicated in the PEC Operating Manual (published on the website) or derive from incorrect use of the service by the Customer and/or the User. Furthermore, Intred, except in the event of wilful misconduct or gross negligence, shall not bear any charges or liability for direct or indirect damage of any nature and extent that may be suffered by the Customer and/or the User caused by tampering with or work on the service or the equipment carried out by the Customer and/or the User and/or by third parties not authorised by Intred.

If the unavailability parameters established in the service levels indicated in the PEC Operating Manual (published on the website) are exceeded, except in the case of routine and/or extraordinary maintenance work, the Customer shall be entitled to obtain, as compensation for all damage suffered, a refund of the price paid for the PEC Service corresponding to the period in which it could not be used. The refund may not be requested if the failure to use the service is attributable to the telecommunications network operator, if other than Intred, or derives from fortuitous events, force majeure or causes in any case not attributable to Intred, such as, by way of example, strikes, riots, earthquakes, acts of terrorism, civil unrest, organised sabotage, chemical and/or bacteriological events, war, floods, measures of the competent authorities in the matter or inadequacy of the facilities, hardware and/or software used by the Customer.

Intred reserves the right, during the performance of this contract, to change the way the PEC Service is provided in order to adapt it and bring it into line with any regulations that may be issued to govern Certified Email services.

Art. 12. Liability of the User

The Customer undertakes to make the User assume all responsibility for the content of the communications sent through the PEC Service. Intred is exempt from any power of control, mediation or supervision over the content of the messages sent by the User and no liability may be attributed to Intred for their unlawful or immoral content, as Intred has no obligation to delete the content of the messages.

The Customer is therefore required to hold Intred harmless from any claim or action brought by third parties for any breaches committed by the User through the PEC Service.

SECURITY AND CONFIDENTIALITY

Art. 13. Identification credentials and system access

Knowledge of the authentication credentials by third parties would allow them to access the mailbox and the data it contains, and such access would be directly attributable to the Customer. The Customer is therefore required to keep, and to ensure that the User keeps, such identification credentials with the utmost confidentiality and the utmost diligence, undertaking not to transfer them to third parties or allow third parties to use them. The Customer is therefore required to inform the User to whom the Certified Email mailboxes within their competence have been assigned of the provisions of this article and to ensure that the User complies with it.

Intred may in no case be held liable for any direct and/or indirect damage resulting from failure by the Customer and/or User to comply with the above.

Art. 14 Information notice and consent to the processing of personal data

Each party to this contract declares that it is aware of the provisions of Legislative Decree no. 196/2003. In particular, the Customer declares that they have been made aware of the specific information notice of the PEC Service “Information notice pursuant to Legislative Decree no. 196/2003 – on the processing of data carried out within the PEC Service”, attached to this contract. The Customer undertakes to make every User of Certified Email mailboxes aware of the above information notice, obtaining from them, where necessary, specific consent to the processing.

TERMINATION CLAUSE AND CESSATION

Art.15. Termination

Failure by the Customer and/or the User to fulfil even one of the provisions contained in the clauses of art. 1 (Subject matter); art. 4 (Hardware and software resources); art. 5 (Connectivity); art. 6 (Charges); art. 7

(Identification credentials and system access); art. 10 (Liability for content and data); art. 12 (Liability of the User), as well as the provisions of the documents relating to the PEC Service published on the Intred website, constitutes a material breach pursuant to art. 1455 of the Italian Civil Code and entitles Intred to terminate this Contract. Termination shall take effect by operation of law upon simple receipt by the Customer of a notice, by registered letter with return receipt or by Certified Email, setting out the breach and the intention to rely on the termination.

In the event that one of the parties becomes subject to bankruptcy or other insolvency proceedings, the other party shall be entitled to withdraw from this contract without any notice or charge.

Art. 16. Cessation of the service

The Customer acknowledges that in the event of withdrawal or termination of the contract it will no longer be possible to access the Certified Email mailboxes of the PEC Service. The said mailbox shall remain active in read-only mode for 30 (thirty) days and the customer will be able neither to receive nor to send mail. Once those 30 (thirty) days have elapsed, INTRED shall delete the content of that mailbox.

The Customer therefore undertakes to inform the User of the provisions of the previous paragraph, releasing Intred from any liability arising from the lack of access.

GENERAL PROVISIONS AND ARBITRATION CLAUSE

Art. 17. General Provisions. Changes to the contractual conditions

The provision of the PEC Service is regulated and governed by these General Terms and Conditions, the Contract Proposal, the Activation Request, the documents relating to the PEC Service published on the Intred website and the applicable legislation.

It is expressly agreed that Intred shall be entitled to make changes to the contractual terms described above. In such a case, at least 30 (thirty) days before those changes apply, a notice indicating the new applicable contractual conditions shall be sent to the Customer by Certified Email or other means chosen by Intred. The Customer, having received the notice, if they do not accept the new conditions, must send a specific notice of cancellation by registered letter with return receipt or by Certified Email before the date on which those changes come into force. In the absence of such notice of cancellation, the Contract shall continue under the new conditions notified.

Art.18. Competent court

Any dispute that may arise between the parties in relation to this contract, including those relating to its validity, interpretation, performance and termination, shall fall under the exclusive jurisdiction of the Court of Brescia, except where the Customer has acted and concluded this contract as a Consumer for purposes unrelated to the business or professional activity carried out; in that case the court of the place where the Customer has their residence or domicile, if located in Italy, shall have exclusive jurisdiction.

Art. 19. Applicable law

This contract is governed by Italian law. For anything not expressly provided for, reference is made to the provisions of the Italian Civil Code and the other legislation applicable in the matter.

Art. 20. Mandatory rules – preservation of the contract

In consideration of the provisions of art. 1469 bis et seq. of the Italian Civil Code, if any provision contained in the previous articles is not applicable to the Customer in view of their status as a consumer, the remaining parts of the Contract shall in any case remain effective. If the contract is concluded off business premises, the Customer shall be entitled, within 10 working days from the date of issue of the identification codes, to withdraw from the contract by registered letter with return receipt or Certified Email to be sent to Intred, with the right to a refund of any sums paid. Should a clause of this Contract be declared invalid, including as a result of legislative changes, the Parties shall be released from all obligations arising from that clause, but only to the extent that the clause has been declared invalid. This Contract shall be deemed automatically amended in the manner necessary to make that clause valid and effective, while maintaining its purpose. The clauses not affected by invalidity shall in any case remain valid and binding.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the customer declares that they specifically approve the clauses of the following articles of the general terms and conditions: Art. 1. Subject matter, Art. 2. Conclusion, Art. 3. Duration, Art. 4. Renewal, Art. 5. Hardware and software resources, Art. 6. Connectivity, Art. 7 Charges, Art. 8. Late payment or non-payment, Art. 9. Use of certified email, Art. 10. Liability for content and data, Art. 11. Liability of Intred, Art. 12. Liability of the User, Art. 13. Identification credentials and System Access, Art. 14. Information notice and consent to the processing of personal data, Art.15. Termination, Art. 16. Cessation of the service, Art. 17. General Provisions. Changes to the contractual conditions, Art.18. Competent Court, Art. 19. Applicable law, Art. 20. Mandatory rules – preservation of the contract

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