

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

- **“Web Attachment”**: document titled *“Signature Validation”*, available at <https://developers.infocert.digital/signature-validation/>, which forms an integral and substantial part of the Contract and which provides an analytical description of the Service and the conditions for its use;
- **“Client”** or **“Applicant”**: the body, organisation, legal entity or natural person requesting the Service;
- **“Contract”**: the agreement between InfoCert and the Client, including the Offer, these General Terms and Conditions, the Web Attachment, the Certification Practice Statement (CPS) and all documents referred to therein, which govern the rules and procedures for the provision of the Service and by which the Parties assume all of the obligations established therein;
- **“Certificate Practice Statement”** or **“CPS”**: the Certificate Practice Statement titled *“ICERT-INDI-SVS”*, including both the policies governing the Service and the practices and procedures for its management, which can be found (i) in electronic format on the TSP website (<http://www.firma.infocert.it>), and (ii) in electronic and paper format at the AgID.
- **“InfoCert”** or **“TSP”** (Trust Service Provider): Infocert S.p.A., company managed and coordinated by Tinexta S.p.A. - registered office P.zza Sallustio, 9 – 00187 Rome, tax code and VAT No. 07945211006, *call center* 199.500.130, *e-mail address* info@infocert.it, fax 06/83669634, certified e-mail address infocert@legalmail.it. InfoCert adheres to the code of ethics that can be found on the *“ABOUT US”* page of the site, in the *“Code of Ethics”* section. InfoCert provides the Service as a qualified trust service provider pursuant to Regulation (EU) No 910/2014 of 23 July 2014, on the basis of a conformity assessment performed by the Conformity Assessment Body CSQA Certificazioni S.r.l. pursuant to the aforementioned Regulation and Standard ETSI EN 319 401, in accordance with the eIDAS system of assessment established by ACCREDIA on the basis of standards ETSI EN 319_403 and UNI CEI EN ISO/IEC 17065:2012.
- **Offer**: the economic offer prepared by InfoCert having as its purpose the fees to be paid for the provision of the Service as well as any other details relating to the commercial relationship established between InfoCert and the Client (including any additional services not governed by these General Terms and Conditions);

- **“Parties”**: collectively InfoCert, the Client/Applicant and the User;
- **“eIDAS Regulation”**: Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
- **“Verification and Validation Service”** or **“Service”**: the service for the verification and validation of electronic signatures, electronic seals, time stamps and signature certificates affixed to files in accordance with eIDAS Regulation 910/2014, IMPLEMENTING DECISION (EU) 2015/1506, standard ETSI EN 319 441 and related standards.
- **“User”**: a natural person who uses the Service to verify and validate an electronic signature, electronic seal, time stamp, signature certificate, as well as the certificate of the trust service provider having issued one of the above services that is being verified in accordance with the Contract and following acceptance of the General Terms and Conditions submitted to it by the Applicant.

CONTRACT PURPOSE, CONCLUSION AND TERM

Art. 1. Purpose of the Contract, Service specifications and dealings between the Parties

The purpose of the Contract is the Service, by which InfoCert exclusively:

- verifies and validates electronic signatures, electronic seals, time stamps and signature certificates in accordance with the eIDAS Regulation;
- verifies and validates the trust service provider’s certificate (**“Issuer Certificate”**).

In this case, InfoCert validates the Issuer Certificate by accessing the list of European Certification Authorities (**“Trusted List”** or **“TSL”**). Therefore, the Service also requires verifying that the signature and/or certificate was issued by a trusted CA.

With regard only to requests for verification of qualified electronic signatures and qualified electronic seals, all of the following conditions must be met to ensure InfoCert is able to correctly provide the Service pursuant to Articles 32 and 40 of the eIDAS Regulation:

- a) at the time of signature, the certificate associated with the signature or seal was a qualified certificate of electronic signature or electronic seal conforming to Annex I of the eIDAS Regulation;
- b) the qualified certificate was issued by a qualified trust service provider and was valid at the time of signature;
- c) the signature or seal validation data match the data transmitted to the party relying on the certification;



GENERAL TERMS AND CONDITIONS

Verification and Validation Service in accordance with the eIDAS Regulation

d) the single set of data representing the signatory on the certificate has been correctly transmitted to the party relying on the certification;

e) the use of any pseudonym at the time of signature is clearly indicated to the party relying on the certification;

f) the integrity of the signed data has not been compromised;

g) the requirements of Article 26 of the eIDAS Regulation were met at the time of signature.

Under the Service, upon receiving the document for verification and/or validation, InfoCert responds by sending the result synchronously (i.e. immediately and without keeping the data contained in the signature or certificate being verified in any way), in the manner described in the Web Attachment.

The result of the verification generally refers to the date and time at which the verification and/or validation request is made. Only in the case of verification of the time stamp, where it has been affixed to the signed document, does the result of the verification refer to the date and time contained in the time stamp.

The Service is provided in accordance with the Contract provisions. InfoCert will take no steps to identify the Applicant and performs no checks on the signature, seal, time stamp or signature certificate for the file for which verification and/or validation is requested, since such information is known and transmitted directly by the Applicant under their own exclusive responsibility. InfoCert accepts no liability for use other than as set out above.

It is strictly forbidden to use the Service and to send files for applications that process computer data that:

- is in conflict with or breach intellectual property rights, trade secrets, trademarks, patents or other third-party property rights;
- has content that is defamatory, slanderous or threatening;
- contains pornographic or obscene material or material that is contrary to public morality;
- is in any event in conflict with the applicable legislative and/or regulatory provisions;
- contains viruses, worms, Trojan Horses or other contaminating or destructive features.

Any intellectual property rights, industrial property rights and any other right in the Service and in the software and any other technological solution therein and/or linked thereto are and shall remain the property of InfoCert, save where expressly referred to as being the property of third parties.

Any rights to use the Service, the software and the technological solutions therein are reserved to InfoCert. The Applicant is granted use of the Service exclusively under the terms and conditions and subject to the restrictions established by the Contract. The Service, the software or the technological solutions therein cannot be used in any other way. Purely by way of example, the Service, the software and the technological solutions therein may not be copied, modified, decompiled, disassembled, distributed (including online) or granted for use by third parties.

Art. 2. Contract conclusion with the Client and entry into force

The Contract is entered into upon receipt by InfoCert of the Offer signed by the Client.

Art. 3. Contract term

The Contract term equals that set out in the Offer and starts from the date of receipt by InfoCert of the Offer signed by the Client.

At the expiration date, the Contract will not be tacitly renewed unless agreed otherwise by the Parties in the Offer.

PROVISION OF THE SERVICE AND FEES

Art. 4. Hardware and software resources

The Applicant declares to be aware that they must integrate their own application programming interfaces (API) in order to access the Service.

InfoCert will assist the Applicant in integrating the aforementioned application programming interfaces, as indicated in Article 1 above.

The Applicant must also read the requirements established in the Web Attachment for the correct configuration of the Service.

Moreover, the Applicant must use computer devices (personal computer, tablet, smartphone, etc.) having:

- a connection to the Internet,
- suitable anti-virus systems to prevent intrusions,
- any basic software required for the use of the Service.

The Applicant shall be responsible for the correct configuration of their hardware and for the installation of the software required to use the Service.

Art. 5. Connectivity and data transmission

The Internet connection referred to in Article 4 above, which is required to use the Service, is not covered by this Contract, and the Applicant/User is required to



acquire it from a telecommunications operator separately.

InfoCert cannot be held liable for anomalies or malfunctions related to the Client, Applicant or User's Internet connection. Nor is InfoCert liable for any Service malfunctions or unavailability as a result of the Internet connection.

Art. 6. Fees

The fees for the provision of the Service are stated in the Offer signed by the Client, who is responsible for paying the fees owed to InfoCert for the Service.

SECURITY

Art. 7. Service identifier and access

Access to the Service will be granted as described in the Web Attachment published by the TSP.

The Applicant uses the Service by following the procedure provided by InfoCert in the manner agreed in the Contract.

In particular, following Contract conclusion, InfoCert will provide the Applicant:

- support for integrating the Applicant's application programming interfaces (API);
- a unique identifier necessary for the application to allow the Applicant to use the Service.

Under no circumstances shall InfoCert be held liable for any direct and/or indirect damage resulting from the i) loss, ii) incorrect storage, or iii) incorrect use of the unique identifier by the Applicant and/or failure by the Applicant to comply with the above, since these cannot be attributed to InfoCert.

Art. 8. Personal data processing (notice pursuant to Article 13 of EU Regulation No. 679/2016)

As Data Controller for the data provided by the data subject, pursuant to Article 13 of EU Regulation No 679/2016 (the "Regulation"), InfoCert S.p.A. hereby informs the data subject that, using paper files and IT tools that guarantee maximum security and confidentiality, it will process the aforementioned data for the purposes and in the manner described in the "Privacy Policy – InfoCert Services" available on the "Documentation" page on www.infocert.it, which the data subject declares to have read.

InfoCert also assumes the role of data processor for the personal data for which the Client/User is the "data controller" pursuant to Article 4, 7), of the Regulation.

In particular, the Client/User entrusts to InfoCert the performance of the following processing operations, to be performed using IT tools and within the specific

limits established by the Contract: data collection, retrieval, alignment and erasure.

The data that will be processed consists of personal details of the holder of the signatory certificates, and other data contained in the signed file and shared by the User.

The purpose of processing is to validate the signature contained in a document, returning a report to the Client.

Therefore, the Client/User guarantees to establish the processing of the above personal data (and the delegation to InfoCert) on an appropriate legal basis, pursuant to Article 6 of the Regulation, presenting itself as the autonomous data controller ("Data Controller"). Therefore, the Data Controller appoints InfoCert as the data processor (the "Processor"), assuming all related obligations and responsibilities and releasing InfoCert from any claim by third parties with regard to the processing operations performed by InfoCert pursuant to the assignment conferred on it by this document.

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 Attachments and the legislation on the preservation of computer documents.

In the light of the above, InfoCert undertakes to:

- adopt the security measures provided for in the applicable legislation, including those referred to in Article 32 of the Regulation;
- respect the obligations imposed on the data processor by Article 28 of the Regulation;
- assist the Data Controller in fulfilling its obligations under Regulation (EU) 679/2016, within the limits of its commitments under the Contract, in order to guarantee compliance with its obligations under Articles 32 to 36 of the Regulation, considering the nature of the processing and the information available to the Processor;
- with particular reference to the obligations concerning the notification of personal data under Articles 33 and 34 of the Regulation, inform the Data Controller of any violation of personal data without undue delay after having become aware of the violation;
- delegate individual processing operations to any third-party companies duly appointed in writing as sub-processors and instructed to assume the same



personal data protection obligations assumed by InfoCert under this appointment;

- mandate in writing the persons who will process personal data on behalf of the Client/User, authorising them to perform only the processing operations strictly necessary for the correct provision of the Service, with a commitment of confidentiality and giving any instructions necessary for the performance of processing in accordance with Legislative Decree 196/2003 and Regulation (EU) 679/2016;

- act upon requests or measures from the Data Protection Authority or other competent authority with regard to the data processing for which InfoCert is responsible;

- erase data when requested by the Client/User during Contract effectiveness and under the terms established in the Contract;

- erase and/or return—at the Data Controller's choice—any processed data upon Contract termination, without prejudice to any personal data retention obligations under EU or Member State law;

- not communicate to third parties the personal data subject to processing.

Should the Client express in writing a need for processing different from that covered by the Contract, InfoCert will evaluate the regulatory compliance of the Client's request before informing the Client in writing of its feasibility and the related costs in a specific offer, reassessing the framework to be given to the relationship if required, in accordance with Regulation (EU) 2016/679.

As Data Controller, the Client/User,

acknowledges and agrees that as Data Processor, InfoCert is authorised to use Amazon Web Services, Inc. as a Sub-Processor for the provision of cloud data storage services. The Data Processor informs the Data Controller that Amazon Web Services, Inc. provides cloud data storage on servers located in Italy.

SPECIFIC PROVISIONS REGARDING THE SERVICE

Art. 9. Verification of signed files and Service policies

The Service is based on the latest ETSI standard [EN 319 102-1].

The following are the technical characteristics guaranteed by the Service:

- Supported signed document formats: XML, PDF, DOC, TXT, ZIP, etc.;
- Supported digital signature formats: XAdES, CAdES, PAdES e ASiC-S/ASiC-E;
- Profiles associated with each digital signature;

- Management of revocation data (European TSL, OCSP and CRL sources);
- Reconstruction of the certification chain;
- Signature validation and validation policy;
- Signature qualification;
- Validation reports in the format required by standard ETSI TS 119 102-2;
- Validation of the signature certificate.

The Verification and Validation Service is provided in accordance with the policies described in the CPS. The Object Identifier (OID) describing the Service is 1.3.76.36.1.1.90.

The Client or the Applicant is required to use the Service in accordance with the limitations of use established in the Web Attachment.

THE PARTIES' DUTIES AND LIABILITIES

Art. 10. InfoCert's duties and liabilities

10.1. Duties

InfoCert's duties are limited to those stated in the Contract.

More specifically, InfoCert undertakes to:

- delete the file sent by the User at the end of each Service request.
- not analyse in any way the contents of any files submitted to the Service nor extract parts of those files. Guarantee digital storage in the manner provided for only of the logs relating to the Service for a period of seven years.

InfoCert accepts no duties in addition to those established by the Contract, these General Terms and Conditions, the CPS and, where applicable, the legislation in force. In particular, InfoCert declares and guarantees that, as regards qualified electronic signatures and qualified electronic seals, the Service is performed in compliance with the eIDAS Regulation and only in the presence of the conditions established in Article 1, 3 a) to g) of these General Terms and Conditions.

InfoCert neither identifies nor controls the data transmitted by the Applicant, nor does it guarantee in any way the physical or legal identity of the holder of the signature, seal, time stamp or signature certificate for which the Service is requested, since this control is not part of the Service.

10.2. Liability

Without prejudice to the Contract provisions, InfoCert can be held liable only in the event of a breach for which it is responsible due to its own wilful misconduct or gross negligence. Compensation for the resulting damage is limited to 2% of the value of the fee stated



in the Offer unless InfoCert's breach is due to wilful misconduct.

In addition, starting from the Service request and during Service provision, InfoCert cannot be held liable for any malfunction or freezing of the Client's application or of the Internet's computer system used by the Client, or for any damage not attributable to it.

Art. 11. The Applicant and User's duties and liabilities

11.1. The Applicant's duties

Because the Service is provided on the basis of the Contract provisions, the Applicant is required to bring these General Terms and Conditions to the attention of all Users of the Service and ensure that they accept them.

The Applicant is required to comply specifically with all of the provisions of the Web Attachment.

The Applicant is also required to:

- adopt all appropriate organisational and technical measures in order to prevent loss and damage to others;
- notify InfoCert of changes to the data required to provide the Service.

The Applicant must observe the utmost care in indicating, using, storing and protecting the aforementioned identifier provided by InfoCert because the Service can be used only for the file sent and because third parties would be able to access the Service if they were to become aware of the unique identifier provided by InfoCert, which is a situation directly attributable to the Applicant.

The identifier is strictly personal, so the Applicant must keep it confidential, refrain from communicating or disclosing it to third parties, even in part, and store it in a safe place.

The Applicant must also ensure that their hardware and software comply with the security measures specified by the legislation in force.

11.2. The Applicant's responsibilities

The Applicant alone is responsible for the IT security of the application programming interfaces (API) used for the Service request.

InfoCert shall not be liable for any loss or damage resulting from a failure by the Applicant to adopt security measures that can be adopted on the basis of existing scientific and technological knowledge at the time of the breach. Therefore, the Applicant indemnifies InfoCert against any damage and consequence arising from this.

11.3. The User's duties

Before being able to access the Service, the User must accept these General Terms and Conditions and

comply specifically with all of their provisions, including those stated in the Attachment, assuming all of the obligations laid down therein.

TERMINATION AND WITHDRAWAL

Art. 12. Breach by the Parties, Contract Termination, Withdrawal and Dissolution

Pursuant to Article 1456 of the Civil Code, the Contract will be terminated as by right, with simultaneous Service interruption and revocation of the identifier provided by InfoCert, if the Applicant breaches the provisions of Article 1 (Purpose of the Contract, Service specifications and dealings between the Parties), Article 6 (Fees), Article 7 (Service identifier and access) and Article 11.1 (The Applicant's duties). The Contract shall be terminated as by right when the party concerned notifies the other party by certified e-mail that they intend to exercise this clause.

In all cases in which the Applicant is in breach of their obligations, InfoCert may suspend Service provision by revoking the identifier.

Where one of the Parties is declared bankrupt or is made subject to other insolvency proceedings, the other party shall be entitled to withdraw from the Contract without notice or charge and from any other relationship in place.

In the event of Contract dissolution, withdrawal or termination for any reason, the fee referred to in Article 6 above shall remain due and, if already paid, shall not be refunded by InfoCert.

The right to damages for any loss or damage suffered by InfoCert in the event of a breach by the Applicant remains unaffected.

Art. 13. Service availability

Service requests and/or verifications can be made 0:00 - 24:00, 7 days a week.

InfoCert undertakes to ensure 99% of the availability referred to above on an annual basis.

In accordance with the policies for the certificates being validated and the mechanism used to provide information on their revocation status, there may be delays in the dissemination of revocation information. Therefore, in order to guarantee maximum certainty of the final processing of any revocation request, the User may be required to wait for a response from the service provider having issued the certificate.

Art. 14. Termination of the Service

The Applicant acknowledges that should the Contract lapse for any reason, the Service will no longer be available.



GENERAL PROVISIONS AND JURISDICTION

Art. 15. General Provisions

15.1. Communications

Any communications in relation to the Service shall be made by certified e-mail.

15.2. Amendments to the contractual terms and conditions

InfoCert is entitled to amend the contractual provisions governing the Service.

In such cases, at least 30 (thirty) days before the entry into force of these amendments, the Client will be notified of the new terms and conditions applicable to the Service by certified e-mail or any other means chosen in advance by InfoCert, and will be required to notify the Users of them.

Should the Applicant not accept the new terms and conditions, they must inform InfoCert of withdrawal by certified e-mail before the date on which the amendments are to enter into force. Should the Applicant fail to do so, the Service will be provided in accordance with the new terms and conditions.

Art. 16. Jurisdiction

Any dispute arising between the Parties in relation to this Contract and/or the Service, including those in relation to the validity, interpretation, performance and termination of the same, shall be subject to the exclusive jurisdiction of the Court of Rome, to the exclusion of any other competent court.

It should also be noted that, pursuant to Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes, the Online Dispute Resolution (ODR) procedure provided by the European Commission and available at <https://webgate.ec.europa.eu/odr/> can be used.

Art. 17. Applicable law

This Contract and the dealings between the Parties are governed by Italian law. In the absence of any express provision, reference is made to the provisions of the Italian Civil Code and to the other relevant legislation applicable.

Art. 18. Preservation of the Contract and of the agreements between the Parties

Each provision of the Contract and of the additional agreements between the Parties 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.

Art. 19. Complaints

Any Client wishing to submit a formal complaint to InfoCert with regard to Service provision may do so in writing by certified e-mail to infocert@legalmail.it.

