

ADVANCED ELECTRONIC SIGNATURE SERVICE ACTIVATION REQUEST Dike GoSign

The terms in this form shall have the meaning which they have in the Certificate Practice Statement ICERT-INDI-MO and in the General Terms and Conditions of Certification Services.

Personal Data			
Tax Code (*)	_____	Name (*)	_____
Surname (*)	_____	Gender	M <input type="checkbox"/> F <input type="checkbox"/>
Date of Birth (*)	___/___/___	District/Province	_____
Place of Birth	_____	Nationality	_____
Country of Birth (**)	_____		
<small>(**) Not required in the case of citizens born in municipalities that are no longer part of the Italian territory (pursuant to Law 54 of 15.2.1989). In such cases, please indicate "Municipality in ceded territory".</small>			
Residence Address			
Street Name	_____	Municipality	_____
Postal Code	_____	District/Prov.	_____
		Country	_____
Identification Document			
Type and No.	_____	Issued by	_____
		on	___/___/___

I, the undersigned (hereinafter "**the Customer**"), hereby declare that my personal data as above is true and accurate and that I am aware that any false statements by me shall be punishable under applicable criminal laws and special laws (pursuant to Article 76 of Presidential Order No. 445/2000). I therefore hereby

REQUEST

To receive from InfoCert, in its capacity as Certification Authority, the **additional graphometric service GOSIGN AES**, under the terms and conditions of service contained in the "GoSign Terms and Conditions", in compliance with the Technical Regulations under Prime Minister's Order of 22.02.2013 as well as with the Digital Administration Code, with Resolution No. 513/2014 issued by the Italian Data Protection Authority and the guidelines attached thereto, and with the online Instructions and Guidelines submitted to me.

DATE

The Applicant (signature)



Privacy Policy Statement and Consent Form

The Customer acknowledges that he/she has read and understood the Privacy Policy – InfoCert Service Activation, which is available in the Documents section on www.infocert.it.

In particular, the Customer acknowledges that he/she has been informed of the processing of his/her personal data required for the operation of the Service. By ticking the boxes below and signing where indicated, the Customer can freely give his/her consent and therefore authorise:

a) the processing of his/her personal data for the marketing/direct sale of InfoCert products or services using both electronic (e.g. e-mail, fax, SMS) and traditional contact methods (telephone, paper-based mail)

Gives consent

Denies consent

b) the processing of his/her personal data for the marketing/direct sale of products or services provided by third parties as independent controllers using both electronic (e.g. e-mail, fax, SMS) and traditional contact methods (telephone, paper-based mail)

Gives consent

Denies consent

The Applicant (signature)

Appointment as 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.

Because of the very 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 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 justifying 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.

DATE

THE CUSTOMER (signature)

I, the undersigned, further declare that, pursuant to Articles 1341 and 1342 of the Italian Civil Code, I hereby specifically accept the following clauses of the GoSign Terms and Conditions: 1.1. (Scope); 1.2. (User Licence); 1.3. (Features of the Service); 1.5. (Adjustment, Maintenance and Updates); 1.7. (Optional Graphometric Signature Service); 1.9. (Customer Obligations); 1.10 (Execution, Duration of the Contract and Automatic Renewal); 2.1. (Service Levels); 2.2 (Hardware and Software Requirements); 2.3. (Connectivity); 2.4. (Fees); 3.1. (Identifiers and Access to the System); 3.2. (Confidentiality and Intellectual Property Rights); 3.5. (Data Storage); 3.6. (Third-party Companies); 4.1. (Customer's Liabilities); 5.1 (Withdrawal); 5.2. (Termination and Suspension); 6.2. (Changes in the Contractual Conditions); 6.3. (Complaint and Dispute Resolution Procedures); 6.4. (Applicable Law); 6.6 (Specific Rules that apply where the Customer is a Consumer).

DATE

THE CUSTOMER (signature)

