

## ISSUE OF DISPOSABLE CERTIFICATES

### GENERAL TERMS AND CONDITIONS

#### Art. 1 Definitions

Save as otherwise indicated elsewhere and not expressly mentioned herein, the following terms shall have the meaning given to them below and shall be shown with a capital letter, both in the singular and in the plural:

- \* "eIDAS": the EU Regulation 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;
- \* "Reg. EU 2016/679": the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- \* "Certification Service Provider": NAMIRIAL S.p.A., with registered office in Senigallia (AN), Via Caduti sul Lavoro n. 4 (hereafter referred to as "Namirial"), a registered company enrolled in the Public Register of accredited Certification Authorities kept by "Agenzia per l'Italia Digitale" (Italian Digital Agency) and also enrolled in the European List of Trusted Lists as an active trust service provider pursuant to eIDAS;
- \* "Operative Manual": the Operative Manual for Disposable Signature Certificates in which the procedures applied by the Certification Service Provider in the carrying out of its activities are set out;
- \* "Certificate": means the qualified certificate for electronic signature, that is issued by a qualified trust service provider and meets the requirements laid down in Annex I of eIDAS;
- \* "Electronic Document": means any content stored in electronic form, in particular text or sound, visual or audiovisual recording;
- \* "Holder": the "Signatory", which is a natural person who creates an Electronic Signature;
- \* "Interested Third Party": the legal or natural person that gives consent to the issue of the Certificates belonging to the owner of their organization, as well as representative powers, titles or appointments vested in the latter;
- \* "Local Registration Authority (LRA)": the legal or natural person, authorized by Namirial to carry out operations of issuing of Certificates;
- \* "Identification and Registration Operations": the activities of identification and registration of the Holder, in accordance with the procedures set out in the Operative Manual, in the CPS, in the Term and Conditions for Use and art. 24.1 of eIDAS;
- \* "Electronic Signature": means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the Signatory to sign;
- \* "Digital Signature": is a particular type of "Qualified Electronic Signature" based on a system of related cryptographic keys (one of them private and one public) ensuring its holder (through the Private Key) and the receiver (through the Public Key), to make the origin and the integrity of an e-document or documents clear and to verify such origin and integrity. The validity of the Digital Signature is equivalent to that of a handwritten signature;
- \* "Public Key": the element of the related cryptographic keys which is to be made public, with which the Digital Signature affixed to an Electronic Document of the Holder;
- \* "Private Key": the element of the related cryptographic keys, which is known only to the Holder, through which the Digital Signature is affixed to the Electronic Document;
- \* "QSCD": qualified electronic signature creation device means an electronic signature creation device that meets the requirements laid down in Annex II of eIDAS;
- \* "Authentication Credentials": the code or codes to identify the Holder, which are known exclusively to the latter for the use of the Certificate on Electronic Documents;
- \* "E-Mail Address": the electronic address provided by the Holder to which the Certification Service Provider will send all communications relating to the Contract as defined at Art. 2;
- \* "General Conditions": these terms and conditions (Mod.NAM CA01D);
- \* "Application Form": Form Mod.NAM CA22D;

#### Art. 2 Structure of the Contract

The Contract is made up of the following documents, which together govern the relationship between the parties:

- a) The General Terms and Conditions;
- b) The Application Form;
- c) The Operative Manual, the most recent version of which is available on the website <https://docs.namirialtsp.com>, at the time of sending the Application Form;
- d) Certification Practice Statement and Certificate Policy ("CPS"), the most recent version of which is available on the website <https://docs.namirialtsp.com>, at the time of sending the Application Form;
- e) The Terms and Conditions for Use of the specific service or services requested by signing the Application Form, which are available on <https://docs.namirialtsp.com>.

The Holder acknowledges and agrees that by signing the Application Form, he/she accepts the Contract, which will be binding upon the Holder.

#### Art. 3 Subject

The Contract is for the issue of Certificates, in accordance with applicable laws and in the manner set out in the Operative Manual, in the CPS and in the Terms and Conditions for Use.

#### Art. 4 Formation of the Contract

The Contract is entered into upon signature of the Application Form by the Holder and the delivery of the Certificate by Namirial or the LRA. The issuing of Certificates will take place only where the required prior authentication has a positive outcome. Namirial is not under any circumstances obliged to issue Certificates. Failure to issue Certificates - for whatever reason - will not give rise to any liability or obligation on the part of Namirial to reimburse the Holder.

#### Art. 5 Validity of Certificates

The expiry date of each Certificate is that indicated on the Certificate itself.

#### Art. 6 Revocation and Suspension of Certificates

The requirements, procedures and timescales for the revocation of Certificates are detailed in the Operative Manual, in the CPS, in the Terms and Conditions for Use and summarized in this article 7. The Certification Service Provider, in accordance with the procedures set out in the Operative Manual, in the CPS and in the Terms and Conditions for Use shall provide for the revocation or the suspension of the Certificate where at least one of the following circumstances applies:

- a) discontinuance or suspension, for whatever reason, of the activity of the Certification Service Provider;
- b) upon the request of the Authorities;
- c) upon the express written request of the Holder or an Interested Third Party in the circumstances indicated in the Operative Manual, in the CPS and in the Terms and Conditions for Use;
- d) in the event of a breach by the Holder of the obligations imposed by the Contract or by Law;
- e) mishandling, damage or deterioration of the Private Key;
- f) violations or falsifications;

The list of revocations and suspensions are published electronically by the Certification Service Provider and are updated periodically within the term required by law. The revocation or suspension will not give the Holder any right to obtain the reimbursement of the amount paid, which will be retained by the Certification Service Provider by way of liquidated damages, without prejudice to the right of the latter to claim damages for harm suffered. The Holder acknowledges and agrees that it shall not be entitled to claim any reimbursement, compensation or damages from the Certification Service Provider for any measures that the latter retains it is necessary to comply with eIDAS. In relation to anything not mentioned in this article, reference should be made to the most recent version of the Operative Manual, the CPS and the Terms and Conditions for Use.

#### Art. 7 Duration of the Contract

The Contract shall have the same duration as the period of validity of the Certificate.

#### Art. 8 Fee and invoicing

The Service provided under this Contract is totally free for the Holder. Any cost will be borne by the LRA.

#### Art. 9 Obligations and liability of the Holder

The obligations of the Holder are those indicated in the Contract and in the applicable laws. The Holder declares to have taken vision of the General Conditions, the Operative Manual, the CPS and the Terms and Conditions for Use prior to signing the Application Form and fully accepts the terms and contents. The Holder is aware that the use of the Certificate has legal effects attributable to them, and is obliged to observe the maximum care and diligence in the use, conservation and protection of the Private Key, of the QSCD and the Authentication Credentials in accordance with the Operative Manual, the CPS and the Terms and Conditions for Use.

The Certificates are personal to the Holder and the Holder shall not assign it or permit the use of the Certificate, directly or indirectly, in any capacity, by third parties, and failing that, shall be solely responsible for the correct use by the same, in accordance with and for all purposes of the law.

The Interested Third Party has a duty to request the revocation or the suspension of the Certificate in the event that the requirements on the basis of which the same was issued to the Holder change.

In the event that the Holder:

- a) has provided false, inexact, incomplete or out of date information in respect of its identity and/or personal data, also through the use of false personal documents;
- b) in general, does not comply with the obligations imposed on it by the Contract or by law;

it will be considered personally liable for all the above breaches and violations and the Holder undertakes to indemnify and keep indemnified the Certification Service Provider, and its representatives, successors and assigns, from all liabilities, costs, claims or damages, direct or indirect, which arise from claims or actions brought by



third parties against the Certification Service Provider or its representatives caused by the actions of the Holder.

Certificates are issued for Qualified Electronic Signatures. Any further restrictions on the use of Certificates shall be specified in the Application Form.

#### **Art. 10 Warranties**

The Certification Service Provider does not give any warranties:

- a) in respect of the installation, the correct and regular functioning and the security of the hardware and software system used by the Holder;
  - b) in respect of the regular and efficient functioning of the electric and telephone lines or of the network systems and the internet systems;
  - c) in relation to the validity and relevance (even probatory) attributed to the Certificates and related electronic Documents by individuals subject to laws other than eIDAS;
  - d) in relation to the confidentiality and integrity of cryptographic keys in the event they are compromised due to breach by the Holder or the recipient of the Electronic Documents of the appropriate authentication procedures;
- The after sale service provided to the Holder is supplied by the Certification Service Provider during the hours and in the manner set out in the Operative Manual, in the CPS and in the Terms and Conditions for Use unless otherwise agreed in writing. The Holder acknowledges and accepts that during the provision of the after sale service, both remotely and directly, the operator appointed by the Certification Service Provider to provide such service may become aware of the Holder's personal data arising during the connection to the Holder's IT devices.

#### **Art. 11 Obligations and liability of the Certification Service Provider**

The provision of Certificates is put in place by Namirial, within the limits laid down by the Contract and applicable laws. The Certification Service Provider does not assume therefore, any responsibility, which is not expressly stated herein.

Namirial agrees to retain all records pertaining to the life-cycle of Certificates, as well as all the CA service audit logs, for at least of 20 (twenty) years.

Whether the Private Key is managed by Namirial, the latter shall not use it for signing except within a QSCD.

The certification service provider shall process and retain personal data in accordance with Reg. EU 2016/679.

Save in the event of willful misconduct or gross negligence, Namirial has no liability for direct or indirect damages of whatever nature or entity that may be incurred by recipients of digitally signed Electronic Documents or third parties for which the Holder or Interested Third Party are liable.

In particular, the Certification Service Provider shall have no liability for damages caused to the Holder or third parties as a result of:

- a) improper or illegitimate use of the Certificate, other than as set out in the Operative Manual, in the CPS, in the Terms and Conditions for Use and as laid down by applicable laws;
  - b) technical operations on the Certificate or mishandling of the same carried out by the Holder or third parties not authorised by the Certification Service Provider;
  - c) malfunctioning, delays, suspensions or blocks of network systems, of equipment and hardware, of electric and telephone lines and internet connections;
  - d) failure to attribute validity and relevance to the Certificates and related electronic Documents (even probatory) by individuals subject to laws other than eIDAS;
  - e) breach of confidentiality and/or integrity of the cryptographic keys caused by the breach of the Holder or recipient of Electronic Documents of the appropriate authentication procedures;
  - f) force majeure events, events outside of the Certification Service Provider's control and catastrophic events (by way of example, but by no means exhaustive: fire, flood, explosion, earthquakes, etc.);
  - g) every event, none excluded, which has not been notified in writing to the Certification Service Provider within 10 (ten) days of the occurrence;
- the Certification Service Provider does not assume any liability for failure to comply with its obligations under the Contract or imposed by law caused by events which are not directly attributable to the same.

#### **Art. 12 Express Termination Clause**

The Contract shall automatically terminate, upon the suspension of the Certificate, in the event that the Certificate is revoked, in accordance with the provisions of the Operative Manual, the CPS and the Terms and Conditions for Use, as well as in the event that either party becomes subject to an insolvency or other insolvency procedure. The Certification Service Provider has the right to terminate the Contract without notice, with the subsequent revocation of the Certificates issued to the Holder, without notice, in the event that the latter is in breach of one or all of the conditions of art. 9 of the General Conditions.

#### **Art. 13 Exception of the right of withdrawal in accordance with Directive 2011/83/EU**

Since the Certificate is a personalized product which has a short time validity, according to Article 16 of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ("Dir. 2011/83/EU"), the Holder, falling within the definition of consumer in accordance with Article 2 of the aforementioned directive, acknowledges and accepts that the provisions on withdrawal provided for in Article 9 of the Dir. 2011/83/EU shall not apply.

#### **Art. 14 Miscellaneous**

In the event that any of the above provisions are not applicable to or binding upon the Holder in consideration of its capacity as a consumer, the remainder of the Contract will remain valid and binding.

#### **Art. 15 Governing law**

The Contract is governed by Italian law.

However, in accordance with Article 6, par. 2 of Regulation (EC) No 593/2008 – Rome I ("Reg. CE 593/2008"), the Holder falling within the definition of consumer indicated in such article, shall also be protected by the applicable local mandatory law. Thus, in such cases, the Contract shall be governed by the Italian law as well as by the applicable mandatory law of the country where the Holder has his/her habitual residence (as set forth in the Reg. CE 593/2008).

#### **Art. 16 Jurisdiction**

The Court of Ancona shall have exclusive jurisdiction in relation to any dispute or claim between the parties arising out of or in connection with the Contract or any amendments thereto. In the event that the Holder falls within the definition of consumer, according to Article 18 of the Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, any dispute or claim relating to the Contract shall be assigned to jurisdiction of the courts of the place where the consumer is domiciled.

In any case, the Holder as a consumer may proceed against Namirial either in the Court of Ancona or in the courts for the place where the consumer is domiciled.

Furthermore, pursuant to the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, it is possible to refer to the Online Dispute Resolution (ODR) procedure, established by the European Commission and available at the following link [ec.europa.eu/Consumers/odr](http://ec.europa.eu/Consumers/odr).

#### **Art. 17 Amendments to the Contract**

The Holder declares that it is aware and accepts that the Certification Service Provider has the right to amend these General Terms and Conditions, the Operative Manual, the CPS, the Terms and Conditions for Use and the after sale service conditions at any time.

The above amendments will be notified to the Holder by email or certified email or through the publication on the website <https://docs.namirialtsp.com> and will be effective after 30 (thirty) days from their notice or publication. Whether the Holder does not accept the above amendments, he/she shall be entitled to terminate the Contract by the effective date. The notice of termination must be sent to the Certification Service Provider in the manner set forth in the art. 13.

#### **Art. 18 Termination of the activity of the Certification Service Provider**

In the event that the Certification Service Provider terminates his activity, pursuant to article 6.3.10 of ETSI EN 319 411-1 European Standard, Holders' data required for the services set forth in these General Terms and Conditions and the relevant documentation shall be deposited with Italian Digital Agency which guarantees their conservation and availability.

#### **Art. 19 Processing of personal data**

Save as otherwise indicated in these General Conditions, the processing of the Holder's personal data disclosed by the him/her to the Certification Service Provider or to the LRA for the purposes of the fulfilment of this Contract and the subsequent delivery or issue of the Certificate, will occur in compliance with Reg. EU 2016/679, the data protection notice issued by the Certification Service Provider or by the LRA during the registration process and the data processing consent given by the Holder at that time.