

Seflow General Terms and Conditions of Service Provision

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1. Definitions

In these General Terms and Conditions, the terms indicated have the following meanings:

Seflow: Seflow S.r.l., with registered office in Via San Clemente 53 - 24036 Ponte San Pietro (BG), VAT number 04537400964, REA: BG - 477937.

Customer: the natural or legal person identified in the Order Form.

Activation confirmation: the communication by which Seflow confirms the activation of the Service.

General Terms and Conditions: these contractual terms and conditions, applicable to all Services provided.

Special Conditions: the contractual conditions governing the specific Service purchased.

Contract: the set of documents indicated in Article 2.

Credentials: access codes to the Services sent by Seflow to the Customer after the Contract has been finalized.

Confidential Information: information that Seflow has classified as confidential or proprietary and that the Customer has become aware of for any reason related to the application of the Contract. Or information relating to Seflow which, by its nature, content, or the circumstances in which it is disclosed, would normally be considered confidential or proprietary. For example, the performance,

features, configurations, and technical information of the Services, estimates, audit or security reports, and product development plans.

Price list: the document setting out the economic characteristics of the Service, available on the website indicated in the Special Conditions of the Service purchased, or sent by Seflow to the Customer, in the event of a separate agreement between them.

Order form: electronic form available on the Website, which the Customer uses to request activation of the Service.

Seflow Service Use Policy: the document drawn up by the Supplier and published on the page <https://www.seflow.net/contracts>, which sets out the rules of conduct and limits of use of the Service to which all Customers are subject.

Service: the service provided by Seflow and purchased by the Customer.

Website: the website or web page dedicated to the purchased Service or whose address is indicated in the Special Conditions.

Technical specifications: the technical characteristics of the Service and any limitations on its use.

Additional definitions may be found in the Special Conditions and, where applicable, in the Reference Manual for each Service.

2. What documents make up the Contract

2.1 The Contract consists of the following documents:

- the Terms and Conditions of Service, consisting of the General Terms and Conditions and the Special Terms and Conditions for the individual Service purchased;
- the Order Form;
- the Technical Specifications of the Service purchased;
- the Activation Confirmation;
- the Seflow Service Usage Policy;
- the Price List for the Service purchased.

2.2 The General Terms and Conditions are supplemented by the Special Terms and Conditions of the individual Service provided. In the event of any conflict between the General and Special Terms and Conditions, the Special Terms and Conditions shall prevail.

2.3 The Contract is written in Italian. If a translation is provided in a different language, the Italian version shall prevail in the event of any discrepancies.

3. Subject matter of the Contract

3.1 The subject matter of the Contract is the provision of one or more Services with the characteristics indicated in the Technical Specifications and under the economic conditions set out in the Price List.

4. When the Contract is finalized

4.1 The Contract is finalized when Seflow receives:

- the Order Form, completed and accepted by the Customer in its entirety;
- payment of the fee.

5. Activation of the Service

5.1 Seflow activates the Service if:

- it has received confirmation that the Customer has paid and if
- the Customer has performed all the obligations incumbent upon them under the Special Conditions.

If the Customer does not do the above within 30 days of sending the Order Form or within the different deadline set out in the Special Conditions, Seflow may cancel the Order.

5.2 The terms indicated for activating the Service are indicative and any delays due to the Customer's inaction shall not be attributable to Seflow. In any case, the Customer will be informed of any delays in activating the Service.

5.3 Seflow will send an Activation Confirmation after activating the Service.

5.4 The Service is provided until its expiry date, as established in the Special Conditions.

5.5 As the expiration date approaches, Seflow may send the Customer a courtesy notice of the upcoming expiration of the Service, without thereby assuming any obligation towards the Customer. The communication will be sent to the contacts indicated by the Customer when placing the order or during the provision of the Service.

6. Contract Duration

6.1 The Contract is for a fixed term. The duration is that indicated in the Order Form.

7. Fees, payment methods, and terms

7.1 The Customer shall pay the amount due for the Service in the manner indicated in the Special Conditions of the Service purchased to.

8. Delayed or non-payment

8.1 The Customer may not raise any objections of any kind until they have paid the amount specified in the Contract and provided Seflow with proof of payment.

8.2 If, for any reason, the Customer has not made the payment, has canceled it, or the payment has not been successful, Seflow may suspend

the activation of the Service or its provision, if already activated, with immediate effect.

During the suspension of the Service, the Customer will not be able to access data, information, and content that they have entered into Seflow's systems or otherwise processed as part of the Service.

9. Seflow's obligations and limitations of liability

9.1 Seflow provides the Service with the characteristics and methods defined in the Contract. It is the Customer's sole responsibility to assess the suitability of the Service for their purposes or needs.

9.2 Seflow undertakes to make every commercially reasonable effort to provide the Customer with the Service in accordance with the service levels defined in the Contract.

9.3 In the event that Seflow fails to fulfill its obligations under the Contract, the maximum amount that Seflow may be required to pay the Customer as compensation shall not exceed the amount paid by the Customer for the specific Service affected in the 12 months prior to the breach.

9.4 Seflow does not back up data and content entered by the Customer into the Seflow infrastructure or, in any case, processed by the Customer through the Service. This is without prejudice to any provisions to the contrary in the Order Form. Therefore, the Customer must perform backups at their own expense, and Seflow offers no guarantee regarding the storage or recovery of such data and content.

9.5 Seflow has no control over the content entered by the Customer; however, it reserves the right to delete content that it considers offensive, in violation of laws or the rights of third parties.

With regard to this type of content, Seflow reserves the right to take action to protect its interests.

9.6 Seflow is not responsible for any harmful consequences due to delays, malfunctions, suspensions, or interruptions in the provision of the Service caused by:

- a) unforeseeable circumstances and force majeure (e.g., earthquakes, floods, landslides, and more generally adverse natural events, building collapses, fires, epidemics, local or national mobility restrictions, acts of violence and terrorism, strikes, shortages of components necessary to provide the Service, etc.);
- b) malfunction or non-compliance of equipment used by the Customer to use the Service and which has not been supplied by Seflow;
- c) tampering with or intervention on the Service or equipment carried out by the Customer or by third parties not authorized by Seflow;
- d) events that are unforeseeable or unavoidable by Seflow with ordinary diligence, including those relating to events involving operators who own the network infrastructure.

9.7 Seflow is not liable if the Customer uses the Service in critical situations involving, for example, specific risks to human safety, environmental damage, specific risks relating to mass transport services, the management of medical devices, and nuclear and chemical plants. In such cases, Seflow is available to evaluate and negotiate a specific "mission critical" agreement with the Customer, with specially defined service levels.

9.8 If the Customer is a Public Administration, Seflow assumes all obligations regarding the traceability of financial flows established by Article 3 of Law No. 136 of August 13, 2010.

10. Customer obligations and rights

10.1 The Customer undertakes to provide Seflow with truthful information and to keep it up to date by promptly communicating any changes, including personal details and the email address provided.

10.2 Seflow may verify this information and request, if necessary, additional documents or information, which the Customer undertakes to provide.

10.3 If the Customer provides false information in order to conceal their true identity, or claims to be another person, or otherwise acts in such a way as to compromise their correct identification, they will be held liable for any damages suffered by Seflow as a result of their conduct. In such cases, the Customer undertakes to indemnify Seflow against any claims, actions, or requests for compensation that anyone may bring against Seflow.

10.4 If, during the electronic invoicing process, Seflow discovers that the Customer has provided incorrect data, it will notify the Customer, who is required to correct the data promptly and notify Seflow.

The Customer is liable for any damage or penalties incurred by Seflow or the Customer itself as a result of incorrect or outdated data provided to Seflow.

10.5 The Customer must provide the hardware and software resources necessary to use the Service at their own expense and is solely responsible for their compatibility, correct configuration, and management with respect to the Service.

The Customer declares that they are in compliance with the licenses for the software they use for the Service and that they will bear the costs thereof.

10.6 The Customer declares that they have the technical knowledge necessary to use and manage the Service and declares that they are solely responsible for any type of data, information, or content entered into the network or otherwise processed through the Service.

10.7 The Customer declares that they are the sole and exclusive administrator of the Service.

As such, the Customer is solely responsible for the management of data, information, and content processed through the Service, their security, storage, and any other activity necessary to ensure their integrity. For this reason, the Customer undertakes to adopt appropriate security measures in accordance with industry best practices.

10.8 The Customer undertakes to protect their Credentials and any codes, adopting appropriate security measures in accordance with industry best practices.

Any operation performed through the Service is presumed to have been performed by the Customer, with all the legal consequences that this entails. For this reason, the Customer must exercise the utmost diligence in generating, storing, managing, and using the Credentials for accessing the Service and any additional codes that have been communicated to them for using the Service.

The Customer must not allow their use by third parties who are not expressly authorized. If the Customer allows their use by third parties, they assume all responsibility. In any case, the Customer is responsible for the loss of the Credentials and codes for the Service or their use by unauthorized third parties.

10.9 In the event of loss, theft, or misplacement of login credentials or codes, or in the event of their unauthorized use by third parties, the

Customer must promptly notify Seflow and immediately activate the procedure for issuing new credentials and codes.

10.10 All operations performed (e.g., assignments, activations, deactivations) and the history of operations are recorded exclusively in Seflow's logs, which are stored in accordance with the law.

10.11 The Customer undertakes to respond promptly if Seflow informs them that:

- a) there are reasonable grounds to believe that a Service is being used by unauthorized third parties;
- b) the Customer is involved, for any reason, in a judicial or extrajudicial dispute of any kind, if the dispute concerns acts and conduct carried out through the Service;
- c) the Customer's conduct gives rise to well-founded fears that he/she will not fulfill the Contract;
- d) the Customer uses defective, non-approved equipment or equipment with malfunctions that could damage the integrity of the network, disrupt the Service, or create risks to the physical safety of persons and the integrity of property.

10bis Anti-fraud checks and customer identification

10bis.1 In order to prevent fraudulent or unlawful use of its Services, protect the integrity of its infrastructure and ensure security, Seflow reserves the right to subject customer orders to verification and validation procedures.

10bis.2. These procedures may include automatic checks, including through services provided by specialised third parties, aimed at detecting anomalies or risk indicators in the data provided by the Customer (for example: consistency between IP address and residence, use of proxies/VPNs, association of the email address with previous fraudulent activities).

10bis.3. If the automatic checks detect a potential risk, or at its sole discretion for security reasons, Seflow may suspend the processing of the order and require the Customer to complete a manual identity verification procedure. This procedure, which will take place in a restricted and secure area, may consist of a request to provide:

- a) a front/back copy of a valid identity document;
- b) a photograph of the Customer's face (selfie) while displaying the same identity document.

10bis.4. The sole and exclusive purpose of the request referred to in Article 10bis.3 above is to enable Seflow to verify that the personal details provided correspond to the holder of the document and the natural person placing the order.

10bis.5. Successful completion of the identity verification procedure is an essential requirement for the acceptance of the order and the conclusion of this Agreement. The Customer's refusal to undergo verification, or a negative outcome, will result in the definitive cancellation of the order by Seflow. In this case, the Customer may not make any claims, requests for compensation or damages against Seflow.

11. Service and maintenance

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11.1 The Customer is required to promptly notify Seflow of any irregularities or malfunctions of the Service.

The Customer authorizes Seflow and any companies appointed by Seflow to carry out the requested or necessary technical intervention, undertaking to provide them with all the information requested.

Seflow will make every reasonable effort to address the problems reported by the Customer as soon as possible. Response times may vary depending on the following factors:

- type of intervention required;
- order of arrival of the intervention request;
- the priority of the intervention request.

11.2 The Customer is aware that:

- a) the intervention may pose a high degree of risk to the functioning of the Service or to the integrity of data, information, and content that the Customer has entered or processed through the Service.
- b) In performing the assistance intervention, Seflow assumes an obligation of means and not of results. That is, it will perform the intervention with the diligence required by the type of activity to be performed but cannot guarantee the resolution of the problem.
- c) Seflow does not acquire or store the information or content entered by the Customer or processed by them through the Service, nor does it intervene in any way on them, except as strictly necessary to perform the assistance intervention.

11.3 The Customer:

- a) assumes all risks associated with the intervention;
- b) undertakes to make a complete backup copy of the data, information, and content that he/she has entered or processed through the Service before the intervention is carried out.

11.4 The Customer releases Seflow, the external companies in charge of the intervention, and their staff from any liability for any damage of any kind caused by the assistance intervention, including loss of data or interruption of the Service.

11.5 Seflow may perform maintenance or automatic updates that it deems necessary or appropriate to ensure the proper functioning of the Service.

Seflow may interrupt the provision of the Services in order to carry out maintenance work. Seflow will notify the Customer by email 7 days before the interruption or within the different term indicated in the Special Conditions, also communicating the estimated restoration times. The Customer releases Seflow from any liability for damages, including loss of data, interruption of the Service, or lack of visibility of the website, which may arise for the Customer or third parties as a result of these operations.

12. Suspension of Service

12.1 Seflow may suspend the Service at its discretion and without prior notice if:

- a) The Customer is in breach of the contractual provisions, including those contained in Seflow's Terms of Use;

- b) the Customer does not comply, in whole or in part, with Seflow's requests or, in any case, their behavior is such as to suggest that they are not complying with the Contract;
- c) there are reasonable grounds to believe that the Service is being used by unauthorized third parties;
- d) cases of force majeure or circumstances arise which, in Seflow's sole discretion, require emergency measures to be taken or measures aimed at resolving security issues or dangers to the entire network, persons, or property. In such cases, the Service will be restored when Seflow, at its discretion, deems that the causes that led to its suspension have been removed or eliminated;
- e) the Customer is involved, for any reason, in any judicial or extrajudicial dispute of any nature concerning acts and conduct carried out through the Service or related to it;
- f) it is required by the judicial authorities.
- g) there are justified reasons of security or confidentiality;
- h) the Customer uses defective, non-approved equipment or software, or equipment or software that malfunctions in a way that could damage the integrity of the network, disrupt the Service, or create risks to the physical safety of people and property.

12.2 In any case of suspension of the Service attributable to the Customer, Seflow shall still be entitled to claim compensation for damages.

12.3 During the suspension of the Service, for any reason, the Customer will not be able to access data, information, or content that they have entered into the Service or processed through the Service.

13. Withdrawal

13.1 Customers who qualify as "consumers" under the Consumer Code (i.e., natural persons acting for purposes unrelated to entrepreneurial, commercial, craft, or professional activity, if any - Art. 3 of Legislative Decree No. 206/2005) may exercise the right of withdrawal within 14 days from the date on which the Contract was concluded, without incurring any costs and without having to indicate the reasons. To communicate their intention to withdraw, the Customer must, alternatively:

- open a support request on the website <https://my.seflow.net>
- write a communication via certified email to seflow@pec.it ;
- Write a registered letter with return receipt to Seflow S.r.l., Via San Clemente 53, Ponte San Pietro (BG), postal code: 24036.
- click on the "Cancel" button in your customer area, accessible via the following link: <http://my.seflow.net>

In this case of withdrawal, Seflow will refund the Customer all payments received without undue delay and in any case within 14 days from the day on which the Customer communicated their intention to withdraw from the Contract.

Seflow will refund payments using the same means of payment used by the Customer or in a different manner agreed with the Customer.

13.2 The Customer, whether or not they qualify as a "consumer" under the Consumer Code, may withdraw from the Contract at any time, without penalty and without giving any reason.

To communicate their intention to withdraw, the Customer must, alternatively:

- open a support request on the website <https://my.seflow.net>
- send a certified email to seflow@pec.it
- write a registered letter with return receipt to Seflow S.r.l., Via San Clemente 53, Ponte San Pietro (BG), CAP: 24036.
- click on the "Cancel" button in their customer area, accessible via the following link <http://my.seflow.net>

The withdrawal will take effect within 30 days from the date on which Seflow receives the notice of withdrawal. Once the withdrawal has taken effect, Seflow will deactivate the Service and make any refunds provided for in the Special Conditions.

13.3 Seflow may withdraw from the Contract at any time and without obligation to provide a reason, by giving the Customer at least 15 days' written notice.

Seflow may withdraw from the Contract with immediate effect in the event of force majeure or if the Customer is registered on the list of protests, is declared insolvent, or is admitted to or subject to insolvency proceedings.

14. Express termination clause

14.1 The Contract shall be considered terminated with immediate effect, pursuant to Article 1456 of the Civil Code, if the Customer:

- a) violates the obligations set forth in Articles 10 (Customer Obligations and Rights), 16 (Intellectual Property and Licenses), and 17 (Security and Confidentiality of Information) of this Agreement;
- b) violates the provisions contained in the Seflow Service Use Policy;
- c) performs an illegal activity using the Services;
- d) transfers the contract, even in part, to third parties without the prior written consent of Seflow.

14.2 If the Customer fails to fulfill any of the obligations imposed on them by the Contract, Seflow reserves the right to send the Customer a formal notice to comply within 15 days from the date on which the Customer receives the communication. Once this period has expired without result, the contract shall be deemed terminated, in accordance with Article 1454 of the Civil Code.

14.3 From the day on which the Contract is terminated, the Service will be deactivated without prior notice. Seflow will retain the sums paid by the Customer as a penalty and may charge the Customer for any additional costs that Seflow has had to bear. In any case, Seflow retains the right to compensation for any damages suffered.

15. Changes to the contract

15.1 The Services covered by the Contract are based on constantly evolving technology. For this reason, Seflow may modify the relevant technical characteristics, contractual and economic conditions, and the Policy for the use of Seflow services over time.

Changes may also be necessary to adapt the Services and the Contract to circumstances beyond Seflow's control, such as changes in the cost of software licenses purchased by the Customer through Seflow or otherwise functional to the provision of the Service, increases in electricity costs, regulatory changes, or measures or provisions of the relevant authorities.

15.2 In the event that Seflow changes the technical characteristics of the Services or the economic or contractual conditions for the worse, these changes will be communicated to the Customer by email or by publication on the Website. The changes will take effect 30 days after the date of their communication to the Customer or within the different term indicated in the Special Conditions.

If the Customer does not intend to accept the changes, including the economic conditions, they may withdraw from the Contract relating to the individual Service affected by the changes, under the terms indicated above:

- by sending a request for assistance on the website <https://my.seflow.net>
- by sending a registered letter with return receipt to Seflow S.r.l., Via San Clemente 53, Ponte San Pietro (BG), postal code: 24036;
- by sending a communication via certified email to seflow@pec.it;
- clicking on the "Cancel" button in your customer area, accessible via the following link: <http://my.seflow.net>

If the Customer does not exercise their right of withdrawal, the changes will be deemed accepted.

16. Intellectual property and licenses

16.1. The Customer must use the Services in compliance with Seflow's intellectual property rights.

The software used for the provision of the Services is the exclusive property of Seflow or its respective suppliers. Therefore, the Customer does not acquire any rights or title in this regard and may only use the software during the course of the contractual relationship with Seflow.

16.2. In the case of licenses provided by third-party suppliers through Seflow, the Customer is aware that Seflow is not involved in the relationship between the Customer and the third-party supplier and undertakes to accept and comply with the terms of these licenses.

16.3 The Customer acknowledges that all rights relating to the trademark, trade name, logos, and any other distinctive signs of Seflow are the exclusive property of the latter. The Customer undertakes not to use, reproduce, or disclose such trademarks, trade names, or distinctive signs without the prior written authorization of Seflow.

17. Security and confidentiality of information

17.1 Seflow has equipped itself with appropriate means or tools to protect the security of information (physical, logical, IT, and organizational) in the most effective manner.

17.2 The Customer undertakes not to disclose or make available to third parties in any way the confidential information known in connection with the performance of this Agreement, without the specific written authorization of Seflow.

18. Communications between the parties

18.1. Seflow will communicate with the Customer by writing to the contact details provided by the Customer when ordering or providing the Service. Communications sent by Seflow to these contact details will be deemed to have been received by the Customer. Any changes to the Customer's contact details (including email address) not communicated to Seflow will not be enforceable against it.

18.2 The Customer shall send their communications and requests for assistance to Seflow at the contact details indicated on the website www.seflow.net in these General Terms and Conditions.

19. Complaints

19.1 The Customer may send a complaint regarding the provision of the Service by writing a registered letter with return receipt to Seflow S.r.l., Via San Clemente 53, Ponte San Pietro (BG), Postal Code: 24036, or by opening a support request on the website <https://my.seflow.net>. The complaint must be sent within 7 days of the occurrence of the event that is the subject of the complaint.

Seflow will examine the complaint and provide a written response within 30 days of receiving the complaint or within the different timeframe indicated in the Special Conditions.

If the complaint concerns particularly complex matters that do not allow for a comprehensive response, Seflow will inform the Customer of the progress of the complaint within the above-mentioned time limits.

20. Processing of personal data

20.1 The Customer's personal data and any data that the Customer has provided to Seflow for the performance of the Contract are processed in accordance with Legislative Decree 196/2003, EU Regulation 2016/679, and the privacy policy published on the website <https://www.seflow.net/>.

20.2 Seflow, in the phases of data collection, processing, and management necessary for the provision of the Services, qualifies as an independent data controller, in accordance with Legislative Decree 196/2003, EU Regulation 2016/679, and the information provided by Seflow during the registration process.

The Special Conditions may provide for circumstances in which Seflow is joint controller with other companies in the Aruba group.

20.3 With regard to third-party data entered or otherwise processed during the ordering process or when using the Services, the Customer declares that they have provided the third parties with the information required by Article 13 of EU Regulation 2016/679 and that they have a suitable legal basis for the processing.

It is understood, however, that the Customer acts as the independent Data Controller with respect to such data, assuming all obligations and responsibilities related thereto and indemnifying Seflow from any dispute, claim, or other matter that may arise from third parties in relation to

such processing.

21. Appointment as data processor

21.1 For the Services covered by this Agreement that specifically require it, as governed from time to time in the relevant Special Conditions to which express reference is made, the Customer appoints Seflow as Data Processor and/or Sub-processor of third-party personal data, in the event that the Customer acts as Data Controller with respect to such data.

In the latter case, the Customer guarantees that they have been appointed by the data controller as Data Processor. This appointment as Data Processor or Sub-processor shall have the same duration as the Contract entered into between the Customer and Seflow in relation to the chosen Service.

This appointment shall automatically cease to have effect in the event of termination, withdrawal, or loss of effectiveness of the Contract. This is without prejudice to any time necessary for the Customer to recover personal data, if provided for in the Contract.

In the event of tacit renewal of the Contract, the appointment as Data Processor or Sub-processor shall be automatically renewed for a term equal to that of the Contract.

21.2 Data processed by Seflow in providing the Service

The Services provided by Seflow, in accordance with their technical specifications, allow the Customer to process data according to the timing and methods set and independently managed by the Customer, subject to applicable legal provisions. The scope of Seflow's appointment relates solely to the processing of personal data entered and/or transmitted independently by the Customer through the chosen Service and/or within the scope of the same, and in any case in compliance with the purposes aimed at its correct provision by Seflow and in accordance with the provisions of the applicable legislation in force from time to time.

It is understood that, pursuant to and for the purposes of Legislative Decree 70/2003, Seflow, in providing the Services, is not responsible for the information stored at the request of the data controller, nor is it subject to a general obligation to monitor the information it transmits or stores, nor to a general obligation to actively seek facts or circumstances indicating the presence of illegal activities.

21.3. Obligations and rights

As a result of this appointment, Seflow is authorized exclusively to process personal data to the extent and within the limits necessary to perform the activities assigned to it.

Seflow may carry out all activities necessary to ensure compliance with the relevant provisions in force and is responsible for organizing, managing, and supervising all personal data processing operations that the data controller has communicated to it in order to perform the activities covered by the Service.

In accordance with the provisions of EU Regulation 2016/679 and personal data legislation, Seflow must:

- a) process personal data entered and/or transmitted in the context of the performance of the Service with the technical and security characteristics established on the basis of the provisions of the Contract, the Manuals, the Technical Specifications governing them, and the Codes of Conduct to which Seflow has adhered.

If the Customer has specific requirements that require instructions different from those described in the above documents, they must notify Seflow and describe the measures that they require to be guaranteed. Seflow will evaluate the requested measures and, if implementable, will quote them in a specific offer.

- b) ensure that persons authorized to process personal data are bound by confidentiality or have an adequate legal obligation of confidentiality. These persons will be designated and will receive operational instructions to process personal data within the scope of the activities for which they are responsible.
- c) Adopt all measures required by Article 32 of EU Regulation 2016/679; in particular, Seflow, in providing the Service, will apply the measures indicated in the Contract, in the Technical Specifications, in the Manuals relating to the Service, and in the Codes of Conduct to which it has adhered.
- d) Assist the Customer, taking into account the nature of the processing:
 - I. with appropriate technical and organizational measures, to the extent possible, to respond to requests received for the exercise of the rights of data subjects;
 - II. in ensuring compliance with the obligations set forth in Articles 32 to 36 of EU Regulation 2016/679, also taking into account the information available to Seflow;
- e) Delete or return to the Customer, at their choice, all personal data after the provision of services relating to processing has ended, and delete any existing copies;
- f) Provide the Customer with all the information necessary to demonstrate compliance with the obligations established in this appointment agreement, allowing and contributing to auditing and verification activities, subject to agreement on the timing and methods and provided that these do not conflict with the confidentiality obligations assumed by Seflow or with its policies. The costs of these verifications shall be borne by the Customer. Such review and verification activities may be carried out with at least 20 (twenty) days' notice, up to a maximum of once a year and, in addition, in the event of violations of the Customer's personal data (Data Breach) by Seflow, limited to the Service affected.

Seflow therefore processes data in accordance with the above instructions, the guidelines set out in the Service Manual, any attachments, and the provisions contained in EU Regulation 2016/679, and in compliance with the security requirements established for the provision of the Service.

21.4. Sub-processors

The Customer authorizes Seflow to use its sub-processors, including, but not limited to, third-party suppliers and companies of the Aruba group to provide

services related to the requested service (i.e., assistance, maintenance, provision of additional services, network providers, and electronic communication services

electronic communication). The Customer accepts that these services may involve the processing of data by sub-processors.

This is without prejudice to any express provisions in this regard in the Sections of these Contractual Terms and Conditions. For the appointment of a sub-processor, Seflow ensures through a written contract that:

- a) the sub-processor accesses the Customer's data only to the extent necessary to fulfill the obligations assigned to it in accordance with the Contract;
- b) the sub-processor assumes the obligations set forth in Article 28 of EU Regulation 2016/679;
- c) Seflow remains liable to the Customer for all obligations undertaken, including in relation to the activities entrusted to the sub-processor.

Seflow will verify that sub-processors adopt adequate security measures that are not inferior to those used by Seflow in providing the Service to the Customer, provided that they are applicable based on the service provided by the sub-processors to Seflow.

Seflow undertakes to keep a list of sub-processors and documentation showing the obligations they have assumed with regard to the processing of personal data.

Seflow shall provide the Customer, upon request, with an updated list of sub-processors who may process the Customer's data. Seflow undertakes to inform the Customer with 30 (thirty) days' notice in the event of changes to these third parties. Following the change, the Customer may exercise the right of withdrawal in the manner and terms indicated in Article 13.

21.5. Violations

If events occur that result in the violation of data processed by Seflow in the provision of the Service, Seflow will notify the Customer in the manner and within the time frame provided for by applicable law.

21.6 Contact points

For information on the processing of personal data, the Customer may contact Seflow and its Data Protection Officer at the following addresses: privacy@staff.aruba.it and dpo@staff.aruba.it.

22. Applicable law and jurisdiction

22.1 This Agreement is governed by Italian law.

22.2 If the Customer qualifies as a "consumer," disputes relating to the Contract shall be subject to the exclusive jurisdiction of the court of the Customer's place of residence or domicile.

22.3 If the Customer is not a "consumer," disputes relating to the Contract shall be subject to the exclusive jurisdiction of the Court of Bergamo.

23. Final provisions

23.1 The Contract cancels and replaces any other previous agreement between Seflow and the Customer on the same subject. No modification or addition to the Contract shall be valid and effective between the Parties unless approved in writing by both.

23.2 Any breach or conduct by the Customer in conflict with the Contract shall not be interpreted as a modification, waiver, or tacit acceptance of the same, even in the event of no objection by Seflow. Any failure or delay by Seflow in enforcing any right or contractual provision shall in no way be considered a waiver of such rights or provisions.

23.3 The total or partial ineffectiveness or invalidity of one or more clauses of the Contract shall not affect the validity of the others, which shall be considered fully valid and effective.

23.4 Seflow may communicate to third parties or disclose in any form the data relating to the Contract (for example, the subject matter, duration, name of the Customer) as a commercial reference for the promotion of its products or services.

23.5 The relations between the Parties established by this Contract shall not be interpreted as constituting a relationship of mandate, representation, collaboration, association, joint venture, or any other form of similar or equivalent contractual relationship.

23.6 The Customer may assign the contract to third parties only with the written authorization of Seflow.

SECTION II – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF DATA CENTER SERVICES

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1. Definitions

In these Special Conditions, the terms indicated have the following meanings

24/7/365: acronym used in the Contract to indicate the continuity of the Services 24 hours a day, 7 days a week, 365 days a year.

Customer: the natural or legal person identified in the Order Form.

Terms and Conditions: these terms and conditions for the provision of Data Center services;

Contract: the set of documents indicated in Article 2;

Activation confirmation: all communications sent by Seflow to the Customer by email to the email address indicated by the Customer in the Order Form, confirming the activation of the Services and containing the login credentials for the same; these will also be available in the service details of the Customer's area [at https://my.seflow.net](https://my.seflow.net)

Access credentials: username and password sent by Seflow to the Customer with the Activation Confirmation;

Infrastructure: all equipment owned by the Customer or by Seflow.

Price list: the document published on the page <https://my.seflow.net> which lists all the economic characteristics of the Services, or, alternatively, if applicable, the document containing these characteristics sent by Seflow to the Customer in the event of a separate, specific, and different agreement between the Parties.

Parties: Seflow and the Customer

Seflow Service Use Policy: the document drawn up by the Supplier and published on the page <https://www.seflow.net/contracts>, which sets out the rules of conduct and limits of use of the Service to which all Customers are subject.

Automatic renewal: the option that allows the automatic renewal of the Service(s) upon its/their expiry for a period equal to the initial one, which can be activated by the Customer at the time of ordering or during the term of the contract by accessing the Customer area.

Service Level Agreement (also "SLA"): the document drawn up by the Supplier and published on the page <https://www.seflow.net/contracts>, which defines the service levels and penalties to be paid by the Supplier in the event of failure to achieve the established levels.

Services: Data Center services provided by Seflow that allow the Customer to place its own server or a server rented from Seflow within its Data Centers.

Technical specifications: the information published on the website and/or provided directly to the customer containing the technical characteristics of the Services.

2. Documents comprising the Contract

The contractual relationship between the Customer and Seflow regarding the provision of Data Center Services is governed by these Special Conditions, the General Conditions, and the other contractual documents referred to therein.

The Special Conditions supplement the General Conditions. In the event of any contradiction between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

3. Subject matter of the Contract

The Contract covers the provision of Data Cent Services er with the characteristics indicated in the Technical Specifications and under the economic conditions set out in the Price List available on the Website.

4. Activation of the Service

4.1 The Services are activated in accordance with the time required by the availability of hardware resources and, in any case, as quickly as possible. It is understood that any terms for the activation of the Services that may be proposed are to be considered purely indicative. The Customer is required to perform any tasks for which they are responsible for the purpose of activating the Services (by way of example and without limitation, if the Customer has ordered the Housing service, they must deliver the server to be placed inside the Data Center to SeFlow at their own expense); any delays due to the Customer's inaction shall not be attributable to Seflow. In any case, the Customer will be informed of any delays in the activation of the Services.

4.2 Upon activation of the Services, the Customer will receive an Activation Confirmation with login credentials. It is understood, in any case, that the use of the Services by the Customer constitutes acceptance of these Special Conditions, the General Conditions, and the other contractual documents referred to therein.

4.3 The Customer is responsible for the accuracy of the information provided and acknowledges Seflow's right to obtain any additional information for the purpose of activating the Services, in compliance with current legislation.

5. Additional Services

5.1 Without prejudice to the above, the Customer may also purchase, by means of a specific order and payment of the relevant fee, one or more of the Additional Services indicated on the website <https://my.seflow.net> under the conditions and with any limitations provided for in the relevant technical specifications published on the website. The Customer acknowledges and accepts that some Additional Services require services

provided by the Customer, therefore if the Customer does not provide what is necessary and indicated by Seflow on the page <https://my.seflow.net> within 30 (thirty) days of purchase, Seflow will not be able to proceed with the activation and provision of the chosen Additional Service, reserving the right to retain the amount corresponding to one month's cost of the Additional Service to cover the costs incurred for the activation operations.

5.2 Additional Services are provided in accordance with the methods, terms, and technical and economic characteristics indicated on the website <https://my.seflow.net>, and in the Product Sheets drawn up and transmitted by Seflow, to which reference should be made in full and which the Customer declares to have read and accepted.

It is understood that the aforementioned Additional Services, regardless of when they are activated, have the same expiry date as the main Service to which they relate.

5.3 With regard to the provision of the Additional Services, the Customer acknowledges and accepts, now and for the future, that:

- Seflow may delegate to selected third-party companies the material execution of the activities necessary for the provision of the Additional Services referred to in this section;
- In providing the Additional Services, Seflow assumes an obligation of means and not of results, hereby relieving Seflow and/or the third-party companies selected for the material execution of the activities covered by the Additional Services and their personnel from any liability for any direct or indirect damages of any nature and kind, suffered and to be suffered by or because of the activities referred to in these Special Conditions, such as, by way of example and without limitation, total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Service or total or partial interruption of the Service;
- Seflow does not carry out any checks, verifications, and/or detections on the content of messages and/or data and/or information and/or content processed by the Customer, for itself or for third parties or by the latter if authorized by the Customer, through the Additional Services. In any case, Seflow does not offer any guarantee regarding the use of the Additional Services with regard to the protection and storage of the aforementioned data and/or information and/or content.

5.4 The Customer declares that they are aware that the performance of the activities covered by the Additional Services is particularly sensitive in nature and could entail, despite all the precautions taken by Seflow and the scrupulous execution of the same in accordance with the state,

a high degree of risk for the functioning of the infrastructures and systems on which these activities are carried out, as well as for the integrity of the data contained therein, including, but not limited to, unauthorized access, alteration and/or destruction of personal data and/or other information, as well as the slowing down of their operation. With regard to the origin, nature of the data collected, the necessary consents, and the related processing, regardless of the countries of origin of the data, the Customer indemnifies Seflow from any situations that may arise, as Seflow may accidentally become aware of such data and information.

5.5 The Customer undertakes to indemnify and hold harmless Seflow and its staff, as well as third-party companies appointed by it to provide the Additional Services and the staff of such third-party companies, from any possible claim, dispute, request for compensation, and/or penalty, including those of third parties, for any direct or indirect damage of any nature and kind, suffered or to be suffered as a result of or in connection with the provision of the Additional Services.

In such cases, the Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against it.

5.6 For anything not expressly provided for in this Article 5, the Parties expressly refer to the provisions contained in these Special Conditions and, where referred to therein, in the General Conditions.

6 Contract duration and renewal

6.1 The Contract shall have the duration selected by the Customer in the Order Form. Renewal of the Service shall also entail renewal of the Contract. It is understood that Additional Services, regardless of when they are activated, shall have the same expiry date as the main Service with which they are associated.

6.2 Unless the Customer has chosen the automatic renewal option, the Customer may renew the Service(s) for additional periods of one or more months before its/their expiry—preferably at least 5 (five) days before such expiry—by submitting the relevant request and paying, in accordance with the methods and timescales set out in Article 6.3, the amount specified in the Price List in force at the time of renewal. Once the renewal procedure described above has been completed, the Service(s) will be renewed for the requested period of time starting from the date of its/their expiry, even if the renewal procedure is completed after its/their natural expiry date.

Once the renewal procedure described above has been completed, the Service(s) will be renewed for the requested period of time, starting from the day of its/their expiry, even if the renewal procedure is completed after its/their natural expiry date.

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6.3 If the Customer has activated the automatic renewal option, the Service(s) will be renewed upon expiry for subsequent periods of one or more months, unless notice of termination is sent by one party to the other in a manner that provides proof of receipt, with at least 15 (fifteen) days' notice prior to expiry. At the time of renewal, the Price List and other contractual conditions in force shall apply.

If the Customer has chosen to pay by credit card or PayPal and has activated the Automatic Renewal Option, in order to ensure the continuity of the Service(s), Seflow will ask its bank, 7 (seven) days prior to the actual expiry date of the Service(s), to make the payment in its favor for the amount required for the renewal of the Service(s); in the event of failure to credit the amount due for one or more of the Services to be renewed, Seflow, as a mere courtesy and therefore without assuming any obligation towards the Customer, reserves the right to repeat this operation in the days preceding the expiry of the Service.

6.4 The Customer acknowledges and accepts that their credit card details, if used to pay for the Service(s), will be stored by Seflow's bank to enable them to pay for any other services provided by Seflow using the same method.

6.5 The Customer may disable automatic renewal at any time in the following ways:

- from the specific field in the customer area;
- by deleting the unique identification code of the credit card or PayPal account from the customer area;
- for PayPal payments: by disabling the option that allows automatic payments from their PayPal account. Once automatic renewal has been disabled, the Service can only be renewed using the standard procedure set out in Article 6.2.

7 Termination of the contract

7.1 Without prejudice to the provisions of the other documents constituting the Contract, the Customer acknowledges and accepts that on the expiry date of each Service and, in any case, at the end of the Contract for any reason whatsoever, the Parties shall be automatically released from their respective obligations; unless such operation is expressly included and provided for in the Additional Service purchased, Seflow does not perform any specific backup of the data and/or information and/or content processed by the Customer. Therefore, the Customer acknowledges and accepts that it is their sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Service(s), it being understood that once the Contract has ended or the Service has expired, such data and/or information and/or content may be

no longer recoverable. In any case, the Customer hereby releases Seflow from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s).

The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the Service in question, if necessary by entering into a new Contract.

For the first five days following the expiry of the Services, their provision will be suspended, unless renewed. If the Customer has not renewed the Services within five days of their suspension, they will be deactivated.

7.2 If the equipment has been rented by the Customer, the data and/or information and/or content entered and/or processed by the Customer in the Infrastructure will be stored for a further five days solely as a courtesy, without Seflow assuming any obligation and therefore excluding any liability in the event of their loss or total or partial damage. After this additional period, in the absence of renewal, data and/or information and/or content entered and/or processed by the Customer on the Infrastructure will be permanently deleted and no longer recoverable. In the event of subsequent reactivation of the Services, subject to the conclusion of a new Contract, the Customer shall be solely responsible for any restoration of data and/or information and/or content previously entered and/or processed by the Customer on the Infrastructure.

7.3 If the equipment is owned by the Customer, the Customer shall, within and no later than 10 (ten) working days from the date of termination of the Contract, be required, with at least 48 hours' notice, to collect it personally or to provide Seflow, in the manner established by Seflow, with a valid and correct address where it can be delivered at the Customer's expense and sole responsibility; in this case, the Customer hereby releases Seflow from any and all liability for partial or total damage, loss, theft, and/or loss of data and/or content that may occur on the equipment in question. The Customer acknowledges and accepts that, if the equipment has not been collected within 6 (six) months of the expiry date of the Contract, it shall be considered definitively abandoned with all legal consequences, and Seflow shall no longer be held responsible for it and shall have the right to dispose of it or take any other action it deems appropriate. The Customer hereby indemnifies Seflow from any liability regarding the aforementioned equipment and the deletion or loss of the data contained therein as a result of failure to collect it within the above-mentioned period.

8 Fees, payment methods, and terms.

8.1 Unless specifically agreed otherwise between the Parties, payment of the fees due for the Services as indicated in the Price List must be

made by the Customer at the same time as sending the Order Form and in any case in advance of the activation of the Services.

8.2 Each payment made by the Customer will have its own identification number and Seflow will issue the relevant invoice within the month in which it is due. All invoiced amounts will be subject to VAT, which, together with any other tax charges arising from the execution of the Contract, will be borne by the Customer. In any case, the Customer hereby releases Seflow from any and all liability arising from transactions or payments made.

8.3 The Customer acknowledges and accepts that:

- a) payment for the Services must be made in accordance with the methods indicated in the Order Form;
- b) For the purposes of determining activation times, it is your express and exclusive responsibility to choose the payment method, taking into account the average processing times for payments.
- c) it is the Customer's express and exclusive responsibility to pay the price for the renewal of the Services in good time in order to ensure their continuity and, in any case, before they are deactivated due to the expiry of the Contract, taking into account the payment processing times indicated in letter b) of this article.

8.4 The Customer acknowledges and expressly accepts that the invoice may be sent and/or made available to them in electronic format.

8.5 The Customer may use any remaining credits that for any reason have not been allocated to any of the Services to purchase or renew any other services provided by Seflow.

9 Seflow's obligations and limitations of liability

9.1 Seflow guarantees the Customer the provision and use of the Services 24/7/365 in accordance with the service levels set out in the Service Level Agreement (SLA) and the technical specifications published on its website.

9.2 Seflow's obligations and responsibilities towards the Customer are those defined in the Contract. Therefore, in any case of violation or non-compliance attributable to Seflow, the latter shall be liable within the limits set out in the SLA, with any other compensation or indemnity to the Customer for direct or indirect damages of any nature and kind being expressly excluded. In all cases where the SLA does not apply, the Customer acknowledges and accepts, now and for the future, that Seflow shall not be required to pay any indemnity or compensation and shall not be liable for any direct or indirect damage of any nature or kind; in any case, even in such circumstances, the maximum amount that Seflow may be required to pay the Customer shall not exceed the amount paid by the Customer in the last 12 months for the Services covered by this Agreement and for the part of the Infrastructure affected by the harmful event.

9.3 Seflow does not perform any specific backup of the data and/or information and/or content processed by the Customer in the Infrastructure. In any case, Seflow offers no guarantee regarding the use of the Services with regard to the protection and storage of the aforementioned data and/or information and/or content.

9.4 It is expressly understood that Seflow does not control or monitor the behavior or actions of the Customer through the Infrastructure, nor does it control or monitor the information and/or data and/or content entered by the Customer or its agents and/or collaborators into the Infrastructure itself; in any case, Seflow is and remains unrelated to the activities that the Customer carries out independently by remotely accessing the Infrastructure via the Internet using the Infrastructure Access Credentials. In any case, once the Customer has accessed the Services, they are the sole owner, pursuant to Legislative Decree 196/03 and EU Regulation 2016/679, of the processing of any data entered and/or processed in this Infrastructure for the entire duration of the Contract and for 5 (five) days after its expiry.

10 Customer obligations and rights

10.1 The Customer has the right to use the Service 24/7/365 in accordance with the Technical Specifications and in compliance with the service levels guaranteed by the SLA and acknowledges that they are entitled solely and exclusively to the compensation provided for therein in the event of failure to comply with the same, excluding any other compensation or indemnity for direct or indirect damages of any nature or kind. The Customer also acknowledges and accepts that they are not entitled to and cannot claim from Seflow any compensation or damages, whether direct or indirect, when one or more of the conditions under which the SLA excludes its applicability occur. The Customer acknowledges and accepts, now and for the future, that in any case Seflow shall not be liable beyond the limits of the amount paid by the Customer in the last 12 months for the Services covered by this Agreement and for the part of the Infrastructure affected by the harmful event.

10.2 In the event of an error reported by Seflow during the electronic invoice issuance phase, the Customer is required to correct the data reported as missing or incorrect by opening a ticket with the administrative department at the link <https://my.seflow.net>. Depending on the logic of the Service, the billing data, as updated by the Customer, may also be replicated in the personal data and/or the data of the account holder. Seflow cannot therefore be held responsible for any penalties, losses, or damages resulting, directly or indirectly, from delays or errors in updating such data, for which the Customer is solely responsible.

10.3 The Customer acknowledges that the internet is not controlled by Seflow and that, due to the unique structure of the network, its performance and functionality cannot be guaranteed, nor can the content of the information transmitted through it be controlled. For this reason, Seflow cannot be held liable for the transmission or reception of illegal information of any kind or nature.

10.4 The Customer declares that they possess all the technical knowledge necessary to ensure the correct use, administration, and management of the Infrastructure and, in any case, acknowledges and accepts that the processing of data and/or information and/or content that they place on the aforementioned Infrastructure and the consequent dissemination of such data and/or information and/or content on the internet through the same Infrastructure are carried out exclusively at their own risk and under their own responsibility.

10.5 The Customer also declares that they are the sole and exclusive administrator of the Infrastructure and, as such, declares that they are solely responsible (at their own risk) for the management of data and/or information and/or content processed by him/her in the Infrastructure, for their security and storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, undertaking, for this purpose, to apply, at his/her own expense, appropriate and adequate security measures; (ii) the content of the information, sounds, texts, images, design elements, and data accessible and/or made available in the Infrastructure and, in any case, transmitted, disseminated, or posted online by the Customer for any reason; (iii) malfunctions of the Services for any use that does not comply with the Seflow Services Use Policy; (iv) loss or disclosure of login credentials.

10.6 The Customer declares that they are in compliance with the licenses of the software independently entered and used in the infrastructure

and assumes the related costs.

10.7 The Customer declares that they are aware of the existing regulations on the processing of electronic traffic data and of the legal obligations incumbent upon them regarding the storage of such data and its disclosure to the competent authorities.

10.8 The Customer undertakes, now and in the future, to indemnify and hold Seflow harmless from any and all third-party claims or demands for damages caused to them by or through the use of the Services. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against them.

11 Appointment as Data Processor

As a result of the conclusion of this Agreement, Seflow is appointed by the Customer as Data Processor, or, as the case may be, Sub-Processor, as described in Article 21 of the General Terms and Conditions of Contract, for the purposes of providing the Service.

SECTION III – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE DOMAIN REGISTRATION SERVICE

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1. Definitions

24/7/365: acronym used in the Contract to indicate the continuity of Services 24 hours a day, seven days a week, 365 days a year.

Clauses for the registration of .it domains: the document containing the contractual clauses prepared by the ccTLD.it Registry, which the Customer must accept and undertake to comply with when registering a domain name with ccTLD .it.

Customer: the natural or legal person identified in the Order Form.

Terms and Conditions: these Terms and Conditions for the provision of the Domain Registration Service.

Activation confirmation: the communication confirming that the ordered Service has been activated.

Contract: the set of documents indicated in Article 2.

Access credentials: username and password used by the Customer to access their reserved area and kept by them with the utmost diligence to ensure their confidentiality, including by periodically updating the password in accordance with the security rules provided for this purpose.

Premium domain: a domain name of high commercial value that the Customer may ask Seflow to transfer to their name.

Price list: the document published on the page <https://my.seflow.net/domain/pricing> which lists all the economic characteristics of the Services, or, alternatively, if applicable, the document containing these characteristics sent by Seflow to the Customer in the event of a separate, specific, and different agreement between the Parties.

Technical panel: the area for managing each of the Services, which the Customer accesses with their login credentials. Parties: Seflow and the Customer.

Seflow Service Use Policy: the document drawn up by the Supplier and published on the page <https://www.seflow.net/contracts/>, which sets out the rules of conduct and limits of use of the Service to which all Customers are subject.

Registrant: The person who requests the registration of a domain name or who has obtained its assignment.

Automatic renewal: the option that allows automatic renewal of the Service(s) upon expiration for a period equal to the initial period. Unless otherwise specified by the Customer in the manner indicated during the order process, this option will be automatically activated if the Customer chooses to pay for the Service(s) by credit card or PayPal.

Service(s): Seflow's domain registration service, which consists of registering and maintaining a domain name with the Italian or foreign Registration Authority responsible for the extension chosen by the Customer, and providing any additional services requested by the Customer when placing the order, within the scope of the possible purchase options available on the website <https://www.seflow.net>, as well as the provision of any Optional Services (so-called ADD-ONS), in the solutions expressly provided for on the website <https://www.seflow.net>, which the Customer may request to be activated, subject to payment of the relevant fee and the additional Conditions set out in the following Sections.

2. What documents make up the Contract

The contractual relationship between the Customer and Seflow regarding the provision of the Service is governed by these Special Conditions, the General Conditions, and the other contractual documents referred to therein, including the Clauses for the registration of IT domains, in the case of an order for a domain name with ccTLD .it.

The Special Conditions supplement the General Conditions. In the event of any contradiction between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

3. Subject matter of the Contract

The subject matter of the Contract is the provision of the Service with the characteristics indicated in the Technical Specifications and under the economic conditions set out in the Price List available on the Website.

4. Activation of the Service

4.1 Seflow registers domain names strictly in chronological order of receipt of requests (according to the "first come, first served" principle), provided that they are accompanied by confirmation of payment of the agreed fee for the Service. Without prejudice to the above, it is understood that:

- a) the successful outcome of the registration request is subject to its acceptance by the Registration Authority responsible for the chosen extension; and
- b) Domain names that appear to be free and/or available at the time of ordering may not actually be so because, by way of example and without limitation, they are already being registered by third parties even if they are not yet included in the database of the competent Registration Authority.

4.2 The Service is activated in accordance with the time required by the availability of hardware resources and, in any case, as quickly as possible. It is understood that any terms for the activation of the Service, if proposed, are to be considered merely indicative. The Customer is required to perform any services for which they are responsible for the activation of the Service; any delays due to the Customer's inaction shall not be attributable to Seflow. In any case, the Customer will be informed of any delays in the activation of the Service.

4.3 In any case where the domain name, registered and/or maintained with the competent Registration Authority through the services provided by another Provider, is transferred by the latter to Seflow, the transfer operations will take place in accordance with the procedures and timelines defined by the Registration Authority. In this regard, the Customer hereby releases Seflow from any liability for any direct or indirect damages of any nature and kind suffered or to be suffered by or as a result of the transfer itself, including, but not limited to total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Services, total or partial interruption of the Service, damage resulting from the lack of visibility of content previously present on the domain name itself.

4.4 The Customer has the right to purchase, by means of a specific order and payment of the relevant fee, one or more of the Services Optional services listed on the website <https://www.seflow.net/>. It is understood that Optional Services, regardless of when they are activated, have the same expiration date as the Main Service with which they are associated. Optional Services are governed by the provisions of this section of the Terms and Conditions and those of the relevant subsequent section.

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activation, have the same expiration date as the main Service with which they are associated. Additional Services are governed respectively by the provisions set forth in this section of the Terms and Conditions and by those set forth in the relevant subsequent section.

4.5 It is expressly understood that Seflow is not subject to any general obligation of supervision, and therefore does not control or monitor the behavior or actions of the Customer through the Service, nor does it control or monitor the information and/or data and/or content processed in any way by the Customer or its agents and/or collaborators using the Service itself. In any case, Seflow is and remains unrelated to the activities that the Customer carries out independently by remotely accessing the Service via the Internet using the Service Access Credentials. In any case, once the Customer has accessed the Services, they are the sole owner, pursuant to Legislative Decree 196/03 and EU Regulation 2016/679, of the processing of any data entered and/or processed through the Service.

4.6 Seflow assumes no responsibility whatsoever for the information, data, or content entered or transmitted and, in any case, processed by the Customer through the Service and, in general, for the Customer's use of the aforementioned Service, and reserves the right to take any initiative and action to protect its rights and interests, including communicating to the parties involved any data useful for identifying the Customer.

5 Duration, renewal, and termination of the Contract

5.1 The Contract governs the provision of Services to the Customer with effect from the date of its completion. The Contract has a duration equal to that indicated in the Order Form and is renewed at the frequency indicated therein.

5.1.1 Unless the Customer has chosen the automatic renewal option, the Customer may renew the Service(s) for additional periods of one or more months before its/their expiry—at least 5 (five) days before that date—by submitting the relevant request and paying the amount specified in the Price List in force at the time of renewal. Once the renewal procedure described above has been completed, the Service(s) will be renewed for the requested period of time starting from the date of its/their expiry, even if the renewal procedure is completed after its/their natural expiry date. Once the renewal procedure described above has been completed, the Service(s) will be renewed for the requested period of time starting from the day of its/their expiry, even if the renewal procedure is completed after its/their natural expiry date.

5.2.1 The Customer acknowledges and expressly accepts, now and for the future, that, unless otherwise communicated by Seflow, the Contract shall be automatically terminated in the event of failure to pay the amount due for the renewal of the Service.

5.3 Without prejudice to the above, the Customer may also renew the Service(s) after its/their natural expiry date by recovering the domain name(s) registration in the manner indicated in paragraph 5.10 below.

Once the renewal procedure described above has been completed, the Service(s) shall be renewed for the requested period of time starting from the date of its/their expiry, even if the renewal procedure is completed after its/their natural expiry date.

5.4 The Customer acknowledges and accepts that their credit card details, if used to pay for the Service(s), will be stored by Seflow's bank to enable them to pay for any other service provided by Seflow using the same method.

5.5 The Customer may disable automatic renewal at any time in the following ways:

- from the specific field in the customer area;
- by deleting the unique identification code of the credit card or PayPal account, again from the customer area;
- for PayPal payments: by disabling the option that allows automatic payments from their PayPal account.

Once automatic renewal has been disabled, the Service can only be renewed using the standard procedure set out in Article 5.1.1.

5.6 Without prejudice to the provisions of the other documents constituting the Contract, the Customer acknowledges and accepts that on the expiry date of each Service and, in any case, at the end of the Contract for any reason whatsoever, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and accepts that it is their sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Service(s), it being understood that once the Agreement has been terminated or the Service has expired, such data and/or information and/or content may no longer be recoverable. Without prejudice to the above, with specific reference to the data entered and/or processed through the Service, any and all liability on the part of Seflow is hereby expressly excluded. In any case, the Customer hereby releases Seflow from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s). The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the Service. In question, if necessary by concluding a new Contract.

5.7 In any case where the domain name, registered and/or maintained with the competent Registration Authority through the Services provided by Seflow, is transferred to another Provider before the expiry of the Service, the Contract shall be deemed to have terminated at the end of the transfer procedure, if this is completed before the expiry date; otherwise, it shall terminate on the date originally agreed. Any refund by Seflow to the Customer for the period of time during which the Customer did not use the Service is expressly excluded.

5.8 If the Service is not renewed upon expiry and until the domain name is effectively deleted from the Register of the competent Authority, the Customer expressly authorises Seflow, now and in the future, to link said domain name to a web page containing advertising messages. In this case, the registration data in the Whols register of the competent Authority will remain unchanged. The Customer declares that they have no claims or demands against Seflow for anything it may do under the above authorization.

5.9 Without prejudice to the above, the Customer hereby grants Seflow, which accepts, a mandate without representation to maintain the registration of the domain name and/or a premium domain in the name of Seflow but in the interest of the Customer, even after its expiry and until otherwise requested by the Customer, upon simple reimbursement of the amount paid by Seflow to maintain the domain name registration active. In this regard, Seflow is granted all the powers necessary for this purpose, including those to modify the data of the domain name holder and/or to use the Auth Info code associated with said domain. The mandate shall be deemed to have been correctly executed even if the registration of the domain in question is maintained in the name of another company of the Aruba Group. The Customer shall not owe Seflow any fees for the execution of the mandate.

It is understood that in such cases all services associated with the domain name will be deactivated.

5.10 After the expiration of the Service(s) and within the terms set by the individual Authorities, the Customer may recover the domain name registration or request a new assignment, in accordance with the procedures and conditions indicated by Seflow, by paying the fee for all the services they intend to activate and any additional amounts required for the recovery of the domain from the competent Authority.

This is without prejudice to the provisions of Article 5.6 above.

6 Fees, methods, and terms of payment.

6.1 Unless specifically agreed otherwise between the Parties, payment of the fees due for the Services as indicated in the Price List must be made by the Customer at the same time as sending the Order Form and in any case in advance of the activation of the Services.

6.2 Each payment made by the Customer shall have its own identification number and Seflow shall issue the relevant invoice within the month in which it is due. All invoiced amounts shall be subject to VAT, which, together with any other tax charges arising from the performance of the Contract, shall be borne by the Customer. In any case, the Customer hereby releases Seflow from any and all liability arising from transactions or payments made.

6.3 The Customer acknowledges and accepts that:

- a) payment for the Services must be made in accordance with the terms set out in the Order Form;
- b) For the purposes of determining activation times, it is your express and exclusive responsibility to choose the payment method, taking into account the average processing times for payments.
- c) it is the Customer's express and exclusive responsibility to pay the price for the renewal of the Services in good time in order to ensure their continuity and, in any case, before they are deactivated due to the expiry of the Contract, taking into account the payment processing times indicated in letter b) of this article.

6.4 The Customer acknowledges and expressly accepts that the invoice may be sent and/or made available to them in electronic format.

6.5 The Customer may use any remaining credits that for any reason have not been allocated to any of the Services to purchase or renew any other services provided by Seflow.

6.6 Based on exclusive assessments of opportunity carried out by Seflow, the latter reserves the right to request from the Customer, prior to or after the conclusion of the Contract, the provision of suitable means of guarantee and/or specific payment methods and/or terms for the fulfillment of the Customer's obligations arising from the same.

7 Seflow's obligations and limitations of liability

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7.1 Seflow guarantees the Customer the provision and use of the Services 24/7/365 in accordance with the provisions of the Technical Specifications and the Contract.

7.2 Seflow's obligations and responsibilities towards the Customer are exclusively those defined in the Contract. Therefore, in any case of violation or non-compliance attributable to Seflow, the latter shall not be liable for an amount exceeding that paid by the Customer for the individual Service, ordered or renewed, affected by the harmful event. Any other compensation or indemnity to the Customer for direct or indirect damages of any nature or kind is expressly excluded, now and in the future.

7.3 Seflow does not back up data and content entered by the Customer into the Seflow infrastructure or, in any case, processed by the Customer through the Service. This is without prejudice to anything otherwise indicated in the Order Form. Therefore, the Customer must perform backups at their own expense, and Seflow offers no guarantee regarding the storage or recovery of such data and content. In any case, Seflow offers no guarantee regarding the use of the Service with regard to the protection and storage of the aforementioned data and/or information and/or content.

7.4 Seflow assumes no responsibility whatsoever for the information, data, and content entered or transmitted and, in any case, processed by the Customer through the Service and, in general, for the Customer's use of the aforementioned Service, and reserves the right to take any initiative and action to protect its rights and interests, including communicating to the parties involved any data useful for identifying the Customer.

7.5 It is understood, and the Customer acknowledges and accepts, that Seflow is not liable in any way for damages suffered by the Customer and/or third parties, directly or indirectly, as a result of using the Service.

7.6 In the event that the Customer is a Public Administration, Seflow assumes all obligations regarding the traceability of financial flows pursuant to Article 3 of Law No. 136 of August 13, 2010, as amended and supplemented.

7.7 Seflow assumes obligations of means and not of results. Seflow cannot be held liable for any damage, direct or indirect, suffered by the Customer as a result of errors in the data communicated by the Customer to Seflow and in any case for the failure to assign the domain name to the Customer, for any reason whatsoever. Seflow does not guarantee that the Services ordered by the Customer are perfectly suited to particular purposes or in any case to the Customer's needs.

7.8 It is understood, and the Customer acknowledges and accepts, that Seflow assumes no responsibility either towards the Customer or towards third parties for any measures that the competent Authority may directly adopt on the domain name and for the consequences that such measures may have, by way of example and without limitation, in terms of use of the Service and/or visibility on the internet of the corresponding website.

8 Obligations and rights of the Customer

8.1 The Customer has the right to use the Service 24/7/365 in accordance with the Technical Specifications and as indicated in the Contract and acknowledges that in any case of violation or non-compliance attributable to Seflow, the latter shall not be liable for an amount greater than that paid by the Customer for the individual Service, ordered or renewed, affected by the harmful event. Any other compensation or indemnity to the Customer for direct or indirect damages of any nature and kind is expressly excluded, now and in the future.

8.2 In the event of an error reported by Seflow during the electronic invoice issuance phase, the Customer is required to correct the data reported as missing or incorrect by opening a ticket with the administrative department at the link <https://my.seflow.net>. Depending on the logic of the Service, the billing data, as updated by the Customer, may also be replicated in the personal data and/or the data of the account holder.

Seflow cannot therefore be held responsible for any penalties, losses, or damages resulting, directly or indirectly, from delays or errors in updating such data, for which the Customer is solely responsible.

8.3 The Customer is required to check the accuracy of their data in the database of the competent Authority for the chosen extension within 15 (fifteen) days from the date of activation of the Services; if the Customer does not raise any objections regarding the accuracy of their data within this period, the data will be considered correct.

In any case and at any time, the competent Authority reserves the right to verify the accuracy of the data and contact details provided by the Customer for the registration of the domain name (Registrant Data) and the legitimacy of any requests for changes made in this regard (the so-called trade process), including by requesting confirmation directly from the Customer and/or the parties concerned by the change via email and, in the event of failure to respond within the deadline granted, to suspend the domain name or cancel the change made in relation to it. The Customer acknowledges and accepts that if the competent Authority finds that the data is inaccurate, it may revoke the domain name.

8.4 The Customer acknowledges and accepts that the registration of a domain name involves the inclusion of their personal data in a publicly accessible register in accordance with the procedures laid down in the policies of the Authority responsible for the ccTLD chosen by the Customer, which is kept by the Registration Authority. The Customer guarantees, with reference to the data of third parties processed by him/her in phase of ordering and/or using the Service, to have previously provided them with the information referred to in Article 13 of EU Regulation 2016/679 and to have an appropriate legal basis for the processing. It is understood, however, that the Customer acts as the independent Data Controller with respect to such data and assumes all obligations and responsibilities related thereto, indemnifying Seflow from any dispute, claim, or request made by third parties, judicially or extrajudicially, in relation to such processing. In any case, once the Customer has accessed the Service, they are the sole data controller, pursuant to Legislative Decree 196/03 and EU Regulation 2016/679, of the processing of any data

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entered and/or processed through the Service itself.

8.5 The Customer declares that they possess all the technical knowledge necessary to ensure the correct use, administration, and management of the Service and, in any case, acknowledges and accepts that the processing of data and/or information and/or content that they have created using the aforementioned Service and the consequent dissemination of such data, information, and/or content on the internet through the Service itself are carried out exclusively at their own risk and under their own responsibility.

8.6 The Customer acknowledges and accepts that the assignment of a domain name in his/her favor does not give him/her any right to use that name and:

- a) declares that he/she has the right to use and/or in any case the legal availability of the requested domain name and that he/she does not infringe, with this registration request and/or with the chosen domain name, the rights and/or interests of third parties;
- b) undertakes to use the Service exclusively for lawful purposes and in accordance with the provisions of law applicable from time to time, customs and practices, rules of diligence and, in any case, without infringing any third party rights, assuming all responsibility in this regard. The Customer also declares that they are the sole and exclusive administrator of the Service and, as such, declares that they are solely responsible (at their own risk) for the management of data and/or information and/or content processed by him/her through the Service, for their security and storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, undertaking, for this purpose, to apply, at his/her own expense, appropriate and adequate security measures; (ii) the content of the information, sounds, texts, images, design elements, and data accessible and/or made available through the Service and in any case, for any reason, transmitted, disseminated, or posted online by the Customer; (iii) malfunctions of the Service for any use not in accordance with Seflow's Terms of Service; (iv) the loss or disclosure of Access Credentials or additional codes communicated by Seflow;
- (v) the management of access to its Technical Panel (any connection, modification of the Service, or order made through the Customer's Technical Panel is presumed to have been made by the Customer itself).

8.7 The Customer accepts and undertakes to comply with the provisions contained in the documents indicated below, without any reservation as to their content, declaring that they have carefully read them:

- a) the provisions contained in the Seflow Guides, on the website <https://my.seflow.net/knowledgebase>.
- b) the provisions contained in the policies prepared by the Registration Authorities responsible for the chosen domain extension, published on the relevant institutional websites, such as for domains with the .it extension, the Regulations and Guidelines of ccTLD.it, published on the website <https://www.nic.it/it>, for domains with the .eu extension, those published on the website <https://www.eurid.eu>, for domains with extensions other than .it and .eu, those published on the website <https://www.icann.org/>.
- c) the UDRP policy and ICANN's Transfer Policy, available at the links <https://www.icann.org/resources/pages/policy-2012-02-25-it>, <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>, and the policy of the ccTLD ".it" Registry - <https://www.nic.it/it/doc/2015/risoluzione-delle-dispute-nel-cctldit-linee-guida-versione-32-formato-pdf> ;
- d) the documents prepared by ICANN and published on the website <http://www.icann.org>, including, but not limited to, those published at the links <https://www.icann.org/resources/pages/benefits-2013-09-16-en> and <https://www.icann.org/resources/pages/registrars-0d-2012-02-25-en>

8.8 In the case of free and/or paid services provided by third-party suppliers, including through Seflow or as part of the Service provided by Seflow, the Customer hereby agrees:

- a) acknowledges having read and accepted the relevant terms and conditions of supply and undertakes to use them in accordance with the terms and conditions indicated by said suppliers and made available on the Seflow website and/or on any other website to which it may refer.
- b) The Customer acknowledges and accepts that Seflow is and remains unrelated to the supply of the same and to the relationship between the Customer and the third-party service provider, as this relationship is governed exclusively by the relevant contractual conditions adopted independently by the same, with the Customer assuming all obligations and responsibilities related thereto and indemnifying Seflow from any complaint, claim, or request, including those made by third parties, judicially or extrajudicially, in relation to said services, including, but not limited to, any malfunctions thereof, their inadequacy to the Customer's needs, and/or any consequences that may arise for the Customer and/or the Services from the use and/or installation thereof and/or their updates.

8.9 The Customer assumes exclusive responsibility for the ownership, use, management, and content of the domain and undertakes, now and in the future, to indemnify and hold Seflow harmless from any and all third-party claims and/or demands for damages caused to them by or through the use of the Service. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against them.

8.10 The Customer undertakes, now and in the future, to indemnify and hold Seflow harmless from any and all claims or demands by third parties for damages caused to them by or through the use of the Services. The Customer shall bear all costs, compensation for damages and charges, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against it.

SECTION IV – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF CLOUD VPS AND VDS SERVICES

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1. Definitions

In these Special Conditions, the terms indicated have the following meanings

24/7/365: acronym used in the Contract to indicate the continuity of Services 24 hours a day, 7 days a week, 365 days a year.

API - Application Programming Interface: a series of software instructions used by programmers to access the functions of the operating system and individual hardware components.

Customer: the natural or legal person identified in the Order Form.

Terms and Conditions: these terms and conditions for the provision of Data Center services;

Contract: the set of documents indicated in Article 2;

Activation confirmation: the set of communications sent by Seflow to the Customer by email to the email address indicated by the Customer in the Order Form, confirming the activation of the Services and containing the login credentials for the same; these will also be available in the service details of the customer area [at https://my.seflow.net](https://my.seflow.net)

Login credentials: username and password sent by Seflow to the Customer with the Activation Confirmation;

Credit: amount paid in advance by the Customer for the provision of the Cloud Service on a pay-as-you-go basis.

Virtual infrastructure(s): the IT infrastructure(s) as a Service (IaaS) created and allocated exclusively by the Customer for itself or for third parties through the Service and used and/or managed by the Customer for itself or for third parties or by the latter directly if authorized by the Customer.

Software Licenses: the authorizations issued by the owners of the software products.

Price list: the document published on the page <https://my.seflow.net> which lists all the economic characteristics of the Services, or, alternatively, if applicable, the document containing these characteristics sent by Seflow to the Customer in the event of a separate, specific, and different agreement between the Parties.

Panel: the area for managing the Cloud Service, which the Customer accesses with their Credentials at the link [myseflow.net](https://my.seflow.net) within the section dedicated to the individual service.

Cloud Platform: the set of systems and interfaces through which the Customer manages and interacts with the Cloud Service.

Parties: Seflow and the Customer

Seflow Service Use Policy: the document drawn up by the Supplier and published on the page <https://www.seflow.net/contracts>, which sets out the rules of conduct and limits of use of the Service to which all Customers are subject.

Credit top-up: the operation to be carried out directly in your Customer Area, whereby the Customer pays a certain amount in advance for the provision of the Cloud Service on a pay-as-you-go basis.

Automatic renewal: the option that allows the automatic renewal of the Service(s) upon their expiry for a period equal to the initial one, which can be activated by the Customer when placing the order or during the contract period by accessing the Customer Area.

Service Level Agreement (also "SLA"): the document drawn up by Seflow and published on the page <https://www.seflow.net/contracts/>, which defines the service levels and penalties applicable in the event of failure to achieve the established levels.

Services: the Cloud services provided by Seflow.

Technical specifications: information published on the website and/or provided directly to the customer containing the technical characteristics of the Services.

2. Documents comprising the Contract

The contractual relationship between the Customer and Seflow regarding the provision of Cloud Services is governed by these Special Conditions, the General Conditions, and the other contractual documents referred to therein.

The Special Conditions supplement the General Conditions. In the event of any contradiction between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

3. Subject matter of the Contract

3.1 The subject matter of the Contract is the provision of Cloud Services with the characteristics indicated in the Technical Specifications and under the economic conditions set out in the Price List available on the website.

3.2 The Customer acknowledges and accepts that the Data processed by Seflow for the provision of the Services is stored within the infrastructure identified by the Customer.

The Infrastructure is located within the European Union and in the UK (the latter having received an adequacy decision from the COMMISSION IMPLEMENTING DECISION of 28.6.2021 - pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate protection of personal data by the United Kingdom), at the data centers indicated in the Technical Specifications.

If the Customer decides to transfer the data to another provider, this activity must be governed by a specific agreement with Seflow, subject to a specific quote.

In addition, if this activity involves the transfer of data outside the EU, Seflow's responsibility will be limited to the instructions given by the Customer and governed by the specific agreement.

In any case, the transfer in question may only take place:

- 1) if there is an adequacy decision for the country, territory, or sector to which the data will be transferred;
- 2) following the explicit consent of the data subjects to whom the data refer;
- 3) where applicable, by means of a legally binding and enforceable instrument between public authorities and bodies;
- 4) where applicable, through binding corporate rules;
- 5) where applicable, through standard data protection clauses adopted by a supervisory authority and approved by the Commission;
- 6) where applicable, through an approved code of conduct;
- 7) where applicable, through an approved certification mechanism;
- 8) upon signing the so-called Standard Contractual Clauses (as prepared by the Commission "COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of June 4, 2021") between the Customer and the non-EU Organization to which the data will be transferred.

Any other liability shall therefore remain with the Customer, indemnifying Seflow from any claim and/or liability made by the Customer or third parties.

4. Activation of the Service

4.1 The Services are activated in accordance with the time required by the availability of hardware resources and, in any case, as quickly as possible. It is understood that any terms for the activation of the Services that may be proposed are to be considered merely indicative. The Customer is required to perform any services for which they are responsible for the activation of the Services; any delays due to the Customer's inaction shall not be attributable to Seflow. In any case, the Customer will be informed of any delays in the activation of the Services.

4.2 Upon activation of the Services, the Customer will receive an Activation Confirmation with login credentials. In any case, it is understood that the Customer's use of the Services constitutes acceptance of these Special Conditions, the General Conditions, and the other contractual documents referred to therein.

4.3 It is understood that, if Seflow does not receive payment within 7 (seven) days of receiving the Order Form, the order will be canceled and deleted without prior notice.

4.4 It is expressly understood that Seflow, in relation to each Service, is not subject to any general obligation of supervision, and therefore does not control or monitor the behavior or actions of the Customer and/or any third parties authorized by the Customer through said infrastructures, nor does it control or monitor the information and/or data and/or content entered by them into the infrastructure itself. In any case, Seflow is and remains unrelated to the activities that the Customer and/or any third parties authorized by the Customer carry out independently by remotely accessing the respective virtual infrastructures via the internet using their login credentials. In any case, once the Customer has accessed the Service, they are the sole owner, pursuant to Legislative Decree 196/2003 and EU Regulation 2016/679, of the processing of any data entered and/or processed in such infrastructures.

4bis. Additional services

4bis.1 The Customer may also purchase one or more Additional Services to the main Cloud Service. The Customer acknowledges and accepts that the Additional Services are provided in accordance with the methods, terms, technical and economic characteristics, and payment methods indicated on the website <https://www.seflow.net/> and in the Product Sheets drawn up and sent by Seflow, to which reference should be made in full and which the Customer declares to have read and accepted.

4bis.2 It is understood that the aforementioned Additional Services, regardless of when they are activated, have the same expiration date as the main Service to which they relate.

4bis.3 With regard to the provision of Additional Services, the Customer acknowledges and accepts, now and for the future, that:

- Seflow may delegate to selected third-party companies the material execution of the activities necessary for the provision of the Additional Services referred to in this section;
- In providing the Additional Services, Seflow assumes an obligation of means and not of results, hereby relieving Seflow and/or the third-party companies selected for the material execution of the activities covered by the Additional Services and their personnel from any liability for any direct or indirect damages of any nature and kind, suffered and to be suffered by or because of the activities referred to in these Special Conditions, such as, by way of example and without limitation, total or partial loss or damage to data and/or information and/or content entered and/or processed by the Customer through the Service or total or partial interruption of the Service;
- Seflow does not carry out any checks, verifications, and/or detections on the content of messages and/or data and/or information and/or content processed by the Customer, for itself or for third parties or by the latter if authorized by the Customer, through the Additional Services. In any case, Seflow does not offer any guarantee regarding the use of the Additional Services with regard to the protection and storage of the aforementioned data and/or information and/or content.

4bis.4 The Customer declares that they are aware that the performance of the activities covered by the Additional Services is particularly sensitive in nature and could entail, despite all the precautions taken by Seflow and the scrupulous execution of the same in accordance with the state of the art, a high degree of risk for the functioning of the infrastructures and systems on which these activities are carried out, as well as for the integrity of the data contained therein, including, but not limited to, unauthorized access, alteration and/or destruction of personal data and/or other information, as well as the slowing down of their operation. With regard to the origin, nature of the data collected, the necessary consents, and related processing, regardless of the countries of origin of the data, the Customer indemnifies Seflow against any situations that may arise, as Seflow may accidentally become aware of such data and information.

4bis.5 The Customer undertakes to indemnify and hold harmless Seflow and its personnel, as well as third-party companies appointed by it to provide the Additional Services and the personnel of such third-party companies, from any possible claim, dispute, request for compensation, and/or penalty, including those of third parties, for any direct or indirect damages of any nature and kind suffered and to be suffered as a result of or in connection with the provision of the **Additional Services**.

and/or penalties, including those of third parties, for any direct or indirect damages of any nature and kind, suffered or to be suffered as a result of or in connection with the provision of the Additional Services.

In such cases, the Customer shall bear all costs, compensation for damages, and charges, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against it.

4bis.6 For anything not expressly provided for in this Article 4bis, the Parties expressly refer to the provisions contained in these Special Conditions and, where referred to therein, in the General Conditions.

5 Service Fee – payment methods and price list

5.1 Unless otherwise agreed between the Parties and as provided for in Article 5.2 below, Cloud Services are paid for by the Customer by means of a top-up or monthly/annual fee chosen by the customer.

5.2 The Customer may create, allocate, use, and manage the virtual infrastructure and/or resources and/or licenses at the costs indicated in the Price List on the website <https://www.seflow.net/> from the moment that, once the amount due has been paid and collected by Seflow, the chosen service or services are activated from the Panel itself. Once the amount of the Top-up has been used up, or if the remaining amount of the Top-up is insufficient to renew the Service or is insufficient and/or unavailable at the time of charging, the Service will be terminated unless a new Top-up is purchased and the Service is reactivated by the User. The continuity of the Service is guaranteed by the timely purchase of a subsequent Top-up to be made before the amount paid to purchase the previous one is exhausted and by the availability of the amount necessary to use the service on the payment method indicated by the Customer at the time Seflow asks its bank to make the payment in its favor for said amount. The remaining amount of the Top-up is always visible in the Panel.

5.3 The Customer acknowledges and accepts that they are required to pay for the Top-up purchased and that it is their express and exclusive responsibility to purchase the Top-up, taking into account the average processing times for payments and, as a result, it is their express and exclusive responsibility to purchase a new Top-up in time to use the Service, according to their needs and in any case before the amount paid for the one they are using runs out, in order to ensure the continuity of the Service.

5.4 Each Top-up purchased by the Customer will have its own identification number and Seflow will issue the relevant invoice within the month in which it is due. The Customer acknowledges and expressly accepts that the invoice may be sent and/or made available to them in electronic format.

5.5 The Customer acknowledges and accepts that their credit card details, if used to pay for the Service(s), will be stored by Seflow's bank to enable them to use the same means of payment for any other service provided by Seflow.

6. Duration, renewal, and termination of the Contract

6.1 . The Contract shall remain in force until the expiry of the last of the Cloud services purchased by the Customer, with the right of withdrawal for each of the Parties to be communicated to the other party in accordance with the procedures set out in Article 13 of the General Terms and Conditions. Upon termination of the Contract, Seflow shall deactivate the Service and refund the amount paid to purchase the Top-up and remaining unused on the effective date of withdrawal.

6.2 As a courtesy and therefore without assuming any obligation towards you, Seflow reserves the right (except in cases where the customer has set a minimum available credit threshold alert) to send the Customer, to the contacts indicated by the Customer when ordering or providing the Service, a notification that the Top-up or Credit is about to run out.

6.3 If the Credit is exhausted before the service expiry date, the Customer may ensure continuity of the Service by restoring the Credit or part thereof by paying Seflow the relevant amount before the expiry date. If the Credit has already been used up on the Service expiry date, the provision of the Service will be suspended for a period of 5 (five) days. If, within the period of suspension of the Service, the amount of a new Top-up sufficient to renew the service is not recorded on the Panel, the Service will be deactivated and data and/or information and/or content entered and/or processed by the Customer and/or third parties authorized by the Customer on the Virtual Infrastructure will be stored for a period of 5 (five) days solely as a courtesy, without Seflow assuming any obligation and therefore excluding any liability in the event of their loss or total or partial damage. After this additional period, if the amount of a new Top-up sufficient to renew the Service has not been registered on the Panel, data and/or information and/or content entered and/or processed by the Customer and/or any third parties on the virtual Infrastructure(s) created and allocated through the Service will be permanently deleted and no longer recoverable. In this case, the Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer in the virtual infrastructures concerned

concerned, subject to reactivation of the Service, if necessary by entering into a new Contract. In any case, any different agreements formalized between the parties shall remain unaffected.

6.4 The Customer acknowledges and accepts that it is their sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Service(s), it being understood that once the Contract has been terminated or the Service has expired, such data and/or information and/or content may no longer be recoverable. In any case, the Customer hereby releases Seflow from any and all liability for any loss or total or partial damage to data and/or information and/or content entered and/or processed by the Customer through the Service(s). The Customer shall be solely responsible for any restoration of data and/or information and/or content entered and/or processed by the Customer, subject to reactivation of the Service in question, if necessary by entering into a new Contract.

7. Seflow's obligations and limitations of liability

7.1. Seflow guarantees the Customer the provision and use of the Service 24/7/365 in accordance with the service levels set out in the Service Level Agreement (SLA) and Technical Specifications.

7.2. Seflow's obligations and responsibilities towards the Customer are those defined in the Contract. Therefore, in any case of violation or non-compliance attributable to Seflow, the latter shall be liable within the limits set out in the SLA, with any other compensation or indemnity to the Customer for direct or indirect damages of any nature and kind being expressly excluded. The Customer acknowledges and accepts, now and for the future, that in all cases where the SLA does not apply, Seflow shall be liable only within the limits of the amount spent by the Customer in the last 12 months.

7.3. Seflow reserves the right to interrupt the provision of the Service in order to carry out technical interventions aimed at improving its functioning. In this case, the Customer will be notified by email with the notice referred to in the Service Level Agreement (SLA); this notification will also indicate the timing of the restoration.

7.4. Seflow does not back up data and content entered by the Customer into the Seflow infrastructure or, in any case, processed by the Customer through the Service. This is without prejudice to any provisions to the contrary in the Order Form. Therefore, the Customer must perform backups at their own expense and Seflow offers no guarantee regarding the storage or recovery of such data and content. In any case, Seflow offers no guarantee regarding the use of the Service with regard to the protection and storage of aforementioned data and/or information and/or content.

7.5 Seflow shall not, under any circumstances, assume any responsibility for the information, data, content entered or transmitted and, in any case, processed by the Customer, for itself or for third parties or by the latter if authorized by the Customer, in the Virtual Infrastructure and in general for the use made by the same of the aforementioned Infrastructure and reserves the right to take any initiative and action to protect its rights and interests, including communicating to the parties involved the data necessary to identify the Customer. Seflow shall in no case be liable for any direct or indirect damage of any kind or type caused by the Customer to third parties who have used the Service in any way, form, or capacity.

8. Customer obligations and rights

8.1 The Customer has the right to use the Service 24/7/365 in accordance with the Technical Specifications and in compliance with the service levels guaranteed by the SLA and acknowledges that they are entitled solely and exclusively to the compensation provided for therein in the event of failure to comply with the same, excluding any other compensation or indemnity for direct or indirect damages of any nature or kind. The Customer also acknowledges and accepts that they are not entitled to and cannot claim from Seflow any compensation or damages, whether direct or indirect, when one or more of the conditions under which the SLA excludes its applicability occur. The Customer also acknowledges and accepts, now and for the future, on behalf of themselves and any third parties who have used the Service in any way, form, or capacity, that in all cases where the SLA does not apply, Seflow shall be liable only to the extent of the amount spent by the Customer in the last 12 months.

8.2 In the event of an error reported by Seflow during the electronic invoice issuance phase, the Customer is required to correct the data reported as missing or incorrect by opening a ticket with the administrative department at the link <https://my.seflow.net>. Depending on the logic of the Service, the billing data, as updated by the Customer, may also be replicated in the personal data and/or the data of the account holder. Seflow cannot therefore be held responsible for any penalties, losses, or damages resulting, directly or indirectly, from delays or errors in updating such data, for which the Customer is solely responsible.

8.3 The Customer declares that they possess all the technical knowledge necessary to ensure the correct use, administration, and management of the virtual infrastructure(s) and, in any case, acknowledges and accepts that the processing of data and/or information and/or content posted by him/her and their subsequent dissemination on the internet through the same infrastructure(s) are carried out exclusively at his/her own risk and under his/her responsibility.

8.4. The Customer acknowledges that the internet is not controlled by Seflow and that, due to the peculiar structure of the aforementioned network, no public or private entity, not even Seflow, is able to guarantee and monitor the performance and functionality of the network branches or control the content of the information transmitted through its network. For this reason, Seflow cannot be held liable for the transmission or reception of illegal information of any kind or nature.

8.5 The Customer, also in the name and on behalf of third parties to whom they may, for any reason, have allowed to use the Service, undertakes to use the Service exclusively for lawful purposes and in accordance with the provisions of the law applicable from time to time, customs and practices, rules of diligence and, in any case, without infringing any rights of third parties, assuming all responsibility in this regard. The Customer declares that they are the sole and exclusive administrator of the Service and, as such, declares that they are solely responsible for:

(i) for the management of data and/or information and/or content processed by him/her in the Virtual Infrastructure, for their security and

storage, and for the performance of any other activity deemed useful or necessary to ensure their integrity, undertaking, for this purpose, to apply, at his/her own expense, appropriate and adequate security measures;

(ii) the content of the information, sounds, texts, images, design elements, and data accessible and/or made available in the virtual infrastructure and, in any case, transmitted or posted online by the Customer for any reason;

(iii) malfunctions of the Service for any use that does not comply with the Seflow Services Use Policy;

(iv) the loss or disclosure of login credentials;

(v) management of access to its Panel (any connection, modification of the Service, or order made through the Customer's Panel is presumed to have been made by the Customer itself); in this regard, the Customer assumes the responsibility of periodically changing the password for access to the Panel at intervals of no more than 3 (three) months.

8.6 The Customer declares, on behalf of themselves or any third parties to whom they may, for any reason, have allowed to use the Service, that they are in compliance with the licenses of the software independently entered and used in the Virtual Infrastructure and assumes the related costs.

8.7 With regard to the certification of all operations carried out by the Panel, the Customer acknowledges and accepts, on their own behalf and on behalf of third parties whom they have allowed, for any reason, to use the Service, that only the Supplier's LOGS stored in accordance with the law shall be considered authentic. The Customer, on the other hand, is solely and exclusively responsible for any other operation carried out for itself or for third parties or by them directly, in the use, administration, and management of the various virtual infrastructures created and allocated through the Service. To this end, with regard to such operations, the Customer undertakes to:

a) comply with or ensure that third parties comply with the applicable regulations in force from time to time, including those relating to the protection of personal data (Legislative Decree 196/2003 and EU Regulation 2016/679);

b) indemnify and hold Seflow harmless from any and all claims or demands for compensation for damages, direct or indirect, of any nature and kind, made by anyone in this regard.

8.8 The Customer undertakes, now and in the future, to indemnify and hold Seflow harmless from any and all third-party claims or demands for damages caused to them by or through the use of the Service. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against it.

8.9 The Customer undertakes to communicate and enforce compliance with all the provisions of the contract, without exception, to any third parties whom they have allowed, for any reason, to use the Service, and also undertakes to indemnify and hold Seflow harmless from any claims and/or demands for damages made by anyone on the grounds of violation of the aforementioned provisions and in any case in the behavior of the Customer or the aforementioned third parties.

9 Discount vouchers

9.1 For products/services that are part of the initiatives indicated from time to time on the website <https://www.seflow.net/>, Customers who meet the requirements specified therein may benefit from a "Discount Coupon" (also "voucher") granted to them according to the terms of the relevant promotion.

9.2 Furthermore, the Customer acknowledges and accepts, now and for the future, that the "discount coupon" referred to in letter a) above, unless otherwise specified by Seflow with regard to the relevant promotion:

I) can only be used once during its period of validity and cannot be combined with other current promotions, unless otherwise specified by Seflow; and

II) is transferable to third parties; and

III) unless otherwise specified by Seflow, cannot be used again in the event of cancellation, annulment, or failure to fulfill the order for any reason and/or cause; and IV) Seflow will not reimburse the Customer for its value in the event of termination of the contract for any reason and/or cause; and

V) of any type, it is non-refundable and non-convertible into cash; and

VI) is not retroactive, therefore it cannot be used in relation to orders that have already been registered; and

VII) unless otherwise indicated by Seflow, it cannot be used in relation to orders for the renewal of Services.

VIII) Upon expiry of the Discount Voucher, the provisions contained in Articles 4 and 5 of the Terms and Conditions shall apply.

9.3 Without prejudice to the foregoing, Seflow reserves the right, at its sole discretion, to modify, suspend, or revoke the possibility of using a "discount voucher" at any time, without the need for any prior notice and/or communication.

10 Appointment as Data Processor

By entering into this Agreement, Seflow is appointed by the Customer as Data Processor, or, as the case may be, Sub-Processor, as described in Article 21 of the General Terms and Conditions, for the purposes of providing the Service.

SECTION V – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF ACTALIS SSL CERTIFICATE SERVICES

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1. Definitions

Actalis: Actalis S.p.A., tax code and VAT number 03358520967, with registered office in Ponte San Pietro (BG), Via San Clemente, 53, a company belonging to the Aruba Group, an AgID-accredited certifier that issues the Certificate.

AgID: Agency for Digital Italy.

Customer: the natural or legal person identified in the Order Form who, in their own name and on their own behalf or on behalf of another Owner by whom they have been specifically authorized, requests the Suppliers to issue the Certificate.

Code Signing Certificate: Certificate used to verify the integrity and authenticity of executable software digitally signed by the Owner.

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SSL Server Certificate: Certificate used to verify the identity of the organization that manages a website and to enable encryption of communications between the browser and the web server through the SSL/TLS protocol.

Certificate: the SSL Server Certificate and/or Code Signing Certificate issued by Actalis.

Private Key: the element of the Certificate Holder's asymmetric key pair, available only to the Holder. **Public Key:** element of the Certificate

Holder's asymmetric key pair, made public through the Certificate itself. **Conditions:** these conditions for the provision of the Actalis SSL Certificate Service;

Contract: the set of documents indicated in Article 2;

Activation confirmation: the set of communications sent by email from Seflow to the Customer at the email address indicated by the latter in the Order Form, confirming the activation of the Services and containing the login credentials for the same; These will also be available in the service details of the customer area [at https://my.seflow.net](https://my.seflow.net)

CPS (Certification Practice Statement): document available at <https://www.actalis.it/documenti-it/cpscertificati-ssl-server-ecode-signing.pdf>, which describes the procedures and rules applied by Actalis in providing the Certification Service.

Access credentials: username and password sent by Seflow to the Customer with the Activation Confirmation;

Credit: amount paid in advance by the Customer for the provision of the Service.

Suppliers: the companies Seflow S.r.l. and Actalis S.p.A., which, for the purposes of the Contract, may also act separately from each other.

Price list: the document published on the page <https://my.seflow.net> which lists all the economic characteristics of the Services, or, alternatively, if applicable, the document containing these characteristics sent by Seflow to the Customer in the event of a separate, specific, and different agreement between the Parties.

Parties: the Suppliers and the Customer

Services: the Service of issuing the Certificate by the Suppliers in accordance with the provisions of the Contract.

Technical Specifications: the information published on the website and/or provided directly to the customer containing the technical characteristics of the Services.

Warranty Policy: the document that forms an integral and substantial part of these Terms and Conditions and defines the terms and conditions governing the warranty attached to the SSL Certificate – available at this link <https://www.actalis.it/area-download.aspx>.

2. What documents make up the Contract

The contractual relationship between the Customer and Seflow regarding the provision of the Services is governed by these Special Terms and Conditions, the General Terms and Conditions, and the other contractual documents referred to therein.

The Special Conditions supplement the General Conditions. In the event of any contradiction between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

3. Subject matter of the Contract

3.1 The subject matter of the Contract is the issue to the Customer of the Certificate with the technical characteristics, type, and methods specified in the Order Form and in the Technical Specifications of the Certificate itself.

3.2 If the Customer, subject to authorization, uses and/or requests the Certificate in the name and on behalf of the Owner, it is the Customer's specific obligation to do whatever is necessary to ensure that the Owner also complies with the clauses of the Contract.

3.3 Any services beyond those covered by the Contract may be provided, subject to a feasibility study, at the specific request of the Customer, under conditions, terms, and fees to be agreed upon.

3.4 If the Customer has purchased the warranty included in the SSL Server certificates issued by Actalis S.p.A. as described on the page <https://shop.actalis.com/store/it-it/>, the Partner or Customer acknowledges and accepts that the warranty will be issued with the technical characteristics, type, and terms defined in the Actalis Warranty Policy and in the additional documentation referred to therein.

4. Activation of the Service

4.1 The Services are activated in accordance with the time required by the availability of hardware resources and, in any case, as quickly as possible. It is understood that any terms for the activation of the Services, if proposed, are to be considered merely indicative. The Customer is required to perform any services for which they are responsible for the activation of the Services; any delays due to the Customer's inaction shall not be attributable to Seflow. In any case, the Customer will be informed of any delays in the activation of the Services.

4.2 Upon activation of the Services, the Customer will receive an Activation Confirmation with login credentials. It is understood, in any case, that the use of the Services by the Customer constitutes acceptance of these Special Conditions, the General Conditions, and the other contractual documents referred to therein.

5. Fees, payment methods, and terms

5.1 Unless otherwise specifically agreed between the Parties, payment of the fees due for the Services as indicated in the Price List must be made by the Customer at the same time as sending the Order Form and in any case in advance of the activation of the Services.

5.2 Each payment made by the Customer will have its own identification number and Seflow will issue the relevant invoice within the month in which it is due. All invoiced amounts will be subject to VAT, which, together with any other tax charges arising from the performance of the Contract, will be borne by the Customer. In any case, the Customer hereby releases Seflow from any and all liability arising from transactions or payments made.

5.3 The Customer acknowledges and accepts that:

- a) payment for the Services must be made in the manner specified in the Order Form;
- b) for the purposes of determining activation times, it is the Customer's express and exclusive responsibility to choose the payment method, taking into account the average processing times for payments;
- c) It is the Customer's express and exclusive responsibility to pay the price for the renewal of the Services in good time in order to guarantee their continuity and, in any case, before they are deactivated due to the expiry of the Contract, taking into account the payment processing times indicated in letter b) of this article.

5.4 The Customer acknowledges and expressly accepts that the invoice may be sent and/or made available to them in electronic format.

5.5 The Customer may use any remaining credits that for any reason have not been allocated to any of the Services to purchase or renew any

other services provided by Seflow.

6. Duration, renewal, and termination of the Contract

6.1 Each of the Services covered by the Contract has a duration established at the time of ordering, subject to payment of the relevant fee.

6.2 Before its expiry, the Customer may renew each Service on the basis of the Price List and other contractual conditions in force at the time of renewal. The Customer hereby releases the Suppliers from any and all liability arising from renewals, transactions, or payments made after the expiration date of the Service or at times that could jeopardize its continuity, and undertakes to indemnify and hold them harmless from any consequent claim or demand for compensation for direct or indirect damages made by the Owner and/or anyone else.

6.3 The Services are provided until their expiration date. As the aforementioned date approaches, the Suppliers, as a courtesy and therefore without assuming any obligation towards the Partner or the Customer, reserve the right to send email notifications of the upcoming expiration of the Services.

6.4 In the event that the Contract, for any reason, ceases to be effective before the expiration date of the Services, the Services will be provided until the last day of the Contract's effectiveness, after which the Services will be interrupted, with the exception of Certificates issued prior to said termination, which will remain valid until their natural expiration date. Once expired

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they shall cease to be effective, except as provided for in Article 10.10 of the Terms and Conditions.

6.5 The procedures, terms, and conditions for the issuance, suspension, and revocation of the Certificate are set out in the applicable Operating Manual, to which reference should be made.

6.6 The issuance of the Certificate under the Agreement does not make the Suppliers agents, trustees, or representatives of the Customer or the Certificate Holder.

7. Seflow's obligations and limitations of liability

7.1 Seflow guarantees the Customer the provision and use of the Services 24/7/365 in accordance with the provisions of the Technical Specifications, the Contract, and the CPS.

7.2 Seflow's obligations and responsibilities towards the Customer are exclusively those defined in the Contract. Therefore, in any case of violation or non-compliance attributable to Seflow, the latter shall not be liable for an amount greater than that paid by the Customer for the individual Service, ordered or renewed, affected by the harmful event. Any other compensation or indemnity to the Customer for direct or indirect damages of any nature and kind is expressly excluded, now and in the future.

7.3 Seflow does not back up data and content entered by the Customer into the Seflow infrastructure or, in any case, processed by the Customer through the Service. This is without prejudice to any provisions to the contrary in the Order Form. Therefore, the Customer must perform backups at their own expense and Seflow offers no guarantee regarding the storage or recovery of such data and content. In any case, Seflow offers no guarantee regarding the use of the Service with regard to the protection and storage of the aforementioned data and/or information and/or content.

7.4 Seflow assumes no responsibility whatsoever for the information, data, and content entered or transmitted and, in any case, processed by the Customer through the Service and, in general, for the Customer's use of the aforementioned Service, and reserves the right to take any initiative and action to protect its rights and interests, including communicating to the parties involved any data useful for identifying the Customer.

7.5 It is understood, and the Customer acknowledges and accepts, that Seflow is not liable in any way for damages suffered by the Customer and/or third parties, directly or indirectly, as a result of using the Service.

8. Customer obligations and rights

8.1 The Customer's obligations are those indicated in the Contract. The Customer undertakes to use the Certificate in accordance with the provisions of the Terms and Conditions, the CPS, and the Technical Specifications, in compliance with the law, current regulations, morality, and public order. By way of example but not limited to, the Customer undertakes to:

a) ensure that the data communicated to the Supplier for the purpose of issuing the Certificate are correct, up to date, and truthful, and allow for the identification of their true identity. The Customer acknowledges and accepts that, if they have provided false, outdated, or incomplete data, the Supplier reserves the right to suspend the Service by revoking the Certificate and/or terminating the Contract, reserving the right to claim compensation for any further damage; it is understood that the Customer may not make any request for reimbursement and/or indemnity and/or compensation for damages or claims of any kind to the Supplier for the time during which they did not use the Service;

- b) keep the private key corresponding to the certificate strictly confidential, and is therefore responsible for its safekeeping;
- c) use the certificate exclusively in the manner and for the purposes specified in the CPS based on the type of certificate issued in his/her name;
- d) not use his/her private key to issue Certificates of any kind;
- e) manage the Certificate provided with the utmost diligence and, in particular:
 - (i) read the CPS before requesting the certificate;
 - (ii) inform persons authorized to use the Certificates about issues concerning their use, as indicated in the CPS;
 - (iii) install and use the Certificate only after checking that it contains correct information;
 - (iv) in the event of proven compromise of your private key, immediately request revocation of the Certificate and immediately cease immediately stop using the private key itself;
 - (v) in the event of compromise of the Certification Authority, immediately cease use of the Certificate;
 - (vi) after registration and until the Certificate expires or is revoked, promptly notify the Supplier of any changes to the information provided during registration;
 - (vii) cease all use of the Certificate after its expiry date;
 - (viii) permanently remove the Certificate(s) from its/their servers upon expiration or revocation;
 - (ix) permanently remove the Certificate(s) from its server(s) that it no longer possesses;
 - (x) not use the Certificate(s) in relation to a website on which security problems have been detected, either through automatic systems or following reports from third parties, and/or which contains material that is likely to violate or attempt to violate confidentiality and/or is intended to damage the integrity of others' resources or cause direct or indirect damage to anyone (including, but not limited to, pirated software, cracks, key generators, serials, viruses, worms, Trojan horses, or other harmful components);
- f) refrain from any violation of systems and network security that may give rise to civil and/or criminal liability;
- g) not to use the Certificate in such a way as to cause damage to themselves and/or third parties and/or the Supplier;
- h) not to store, send, publish, transmit, and/or share applications or computer documents that conflict with or violate intellectual property rights, trade secrets, trademarks, patents, or other property rights of third parties, or that damage, violate, or attempt to damage the confidentiality of correspondence and the right to privacy;
- i) indemnify and hold harmless the Supplier from any liability regarding the content and all information published through the Certificate provided to them;
- j) use the Certificate only for purposes permitted by law, with the prohibition, by way of example and without limitation, of publishing and/or sharing material:
 - (i) that violates or infringes intellectual property rights, trade secrets, trademarks, patents, or other legal or customary rights;
 - (ii) that has content contrary to morality and public order with the aim of disturbing public and/or private peace, causing offense or direct or indirect damage to anyone;
 - (iii) child pornography, pornography, or obscene content, or content that is otherwise contrary to public morality;
 - (iv) suitable for violating or attempting to violate confidentiality or aimed at damaging the integrity of others' resources or causing direct or indirect damage to anyone (including, but not limited to, pirated software, cracks, key generators, serials, viruses, worms, Trojan horses, or other harmful components);
- k) indemnify and hold harmless the Supplier from any liability in the event of complaints, legal actions, administrative or judicial actions, losses or damages (including legal fees and expenses) arising from the illegal use of the Services by the Customer;
- l) promptly follow the instructions received from the Supplier in the event of compromise of their private key or misuse of the related Certificate, within the maximum time limits indicated in the CPS.

The Customer acknowledges and accepts that the Supplier reserves the right to revoke the Certificate without prior notice if it is used for illegal

purposes (e.g., phishing, man-in-the-middle attacks, distribution of malware, etc.).

8.2 The Customer acknowledges and accepts that the Supplier is not required to control, mediate, and/or monitor the content managed through the use of the Certificate and that the Supplier shall not be held liable in any way for such content. The Customer is therefore required to indemnify and hold harmless the Supplier from any claim or action brought by third parties for any violations committed by the Customer through the Service.

8.3 In the event of a breach of even one of the above obligations/commitments, the Supplier shall have the right to take action in the forms and manner deemed appropriate to eliminate, where possible, the breach and its effects, and to suspend the Service immediately and without notice, reserving the right to terminate the Contract pursuant to Article 12.

deemed appropriate to eliminate, where possible, the breach and its effects, and to suspend the Service immediately and without prior notice, also
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reserving the right to terminate the Contract pursuant to Art. 14 of the General Conditions. The Customer acknowledges and accepts that they shall have no claim against the Supplier for reimbursement and/or compensation and/or damages or claims of any kind for the measures that the Supplier deems appropriate to take. In any case, the Customer assumes, now and in the future, all responsibility for the above violations and undertakes to indemnify and hold harmless the Suppliers from any prejudicial consequences they may suffer.

8.4 In the event of an error reported by Seflow during the electronic invoice issuance phase, the Customer is required to correct the data reported as missing or incorrect by opening a ticket with the administrative department at the link <https://my.seflow.net>. Depending on the logic of the Service, the billing data, as updated by the Customer, may also be replicated in the personal data and/or the data of the account holder. Seflow cannot therefore be held responsible for any penalties, losses, or damages resulting, directly or indirectly, from delays or errors in updating such data, for which the Customer is solely responsible.

8.5 The Customer declares that they possess all the technical knowledge necessary to ensure the correct use, administration, and management of the virtual infrastructure(s) and, in any case, acknowledges and accepts that the processing of data and/or information and/or content created by them and the consequent dissemination thereof on the internet through the same infrastructure(s) is carried out exclusively at their own risk and under their own responsibility.

8.6 The Customer undertakes, now and in the future, to indemnify and hold Seflow harmless from any and all third-party claims or demands for damages caused to them by or through the use of the Service. The Customer shall bear all costs, damages, and expenses, including any legal fees, that may arise from such liability actions and undertakes to inform Seflow if such action is brought against it.

8.7 The Customer undertakes to communicate and enforce compliance with all the provisions of the contract, without exception, to any third parties whom it has allowed, for any reason, to use the Service, and also undertakes to indemnify and hold Seflow harmless from any claims and/or demands for damages made by anyone on the grounds of a breach of the aforementioned provisions and in any case in relation to the conduct of the Customer or the aforementioned third parties.