Aruba Services User Policy

Recitals

Failure to comply with this AUP will result in immediate suspension or discontinuation of service in accordance with thecorresponding conditions of supply. All inquiries regarding the contents of this document should be addressed by opening the appropriate ticket from https://assistenza.aruba.it/home.aspx .

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1. Breaches

It is forbidden to use the Aruba network and services to engage in and/or promote illegal, abusive or irresponsible conduct, such as but not limited to:

- unauthorised access to or use of data, systems or networks, including any attempt to examine or test the vulnerability of a system or network or to breach security or authentication measures without the express permission of the system or network owner;
- any misuse of the service(s), including those described on the "Report Abuse" page, directed:
  1) to the publication and/or distribution of inappropriate or intimidatingcontent, the use and/or dissemination of any false, misleading or deceptive information, including by email or via newsgroups;
  2) to the creation of phishing and/or spam campaigns or, more generally, unwanted messages;
  3) to the distribution of malware and/or viruses;
  4) to infringement of copyright/brand/trademark;
  5) to commit and/or facilitate identity theft;
  6) to carry out and/or facilitate cyber attacks on the confidentiality, integrity or availability of Aruba's and/or third parties' data or infrastructure;
  7) to violate and/or circumvent any national and international legislation.
- carrying out or attempting computer fraud;
- the creation of dangerous situations and/or instability and/or other problems of a technical nature as a result of programming activities and/or methods of use that impact the quality of service of the customer or other users, causing damage to them, Aruba and/or third parties;
- the collection or use of email addresses, names or other identifiers without the consent of the person concerned (including but not limited to: spamming, phishing, Internet scams, password theft, spidering);
- the collection or use of third-party information without the necessary authorization;

- the processing of personal data of third parties in an unlawful manner or otherwise in violation of EU Regulation 2016/679 and the legislation on the processing of personal data;
- the use of the service to distribute software that fraudulently collects information about a user or fraudulently transmits information about the user;
- the use of the service for distribution of so-called "adware" software unless: (i) it has the user's explicit consent to download and install the software on the basis of a clear and conspicuous warning about the nature of the software; (ii) it is software that is easily removable with the use of standard tools for this purpose, included in major operating systems (such as, for example, Microsoft "ad blockers");
- the use of Aruba services to offer anonymous communication systems without adequate identity maintenance as required by current legislation, such as, but not limited to, so-called "TOR" or "anonymizer."
- access to Aruba services from untrusted networks such as, but not limited to, so-called "TOR" or "anonymizer" networks;
- constituting, depicting, favoring, promoting, or referring in any way to pedophilia, racism, fanatism, terrorism, or pornography content that is not included in compliance with the current regulations and accessible only to people of legal age.

2. Handling of breach reports

In accordance with the provisions of the Digital Services Act Regulation (EU Reg. 2022/2065), all users will have the opportunity to report possible violations detected regarding the use of Aruba services through the following "Report Abuse" channel or the institutional channels indicated on the "About Us" page.

How to report a breach

All users may proceed to report a detected breach through Aruba services, taking care to indicate the following elements:

- an adequately reasoned explanation of the facts why what is reported is presumed to be contrary to the regulations;
- a precise indication of the exact electronic location in relation to the reported content, such as, but not limited to, the exact address or URLs or additional information to identify the appropriate illegal content to the type of content and the specific type of information storage service;
- all information requested in the specific form on the page: "Report Abuse";
- a statement by which the person or entity submitting the report confirms his or her good faith belief in the accuracy and completeness of the information and statements contained therein.

Management of reports

For all reports, a notification will be made to the reporter of taking charge and the reports will be handled promptly, communicating feedback to those involved regarding the decisions made with reference to the subject of the report and carrying out what is within our competence in accordance with Legislative Decree 70/2003.

Option to file a complaint

The customer who is the owner of the reported services may always submit a complaint on the basis of the provisions in the manner specified in the General Conditions of Services published on the Aruba.co.uk website or via the support area.

3. Use of system resources

The user may neither use the service in a way that interferes with the normal operation of Aruba services nor make improper use of system resources such as, but not limited to, using software that saturates the performance capacity of the network, disk system and CPU on shared platform (e.g. cloud, hosting, email, etc.) for extended periods of time except for those services offered by Aruba in a dedicated form or with 100% guarantee (such as dedicated servers and private clouds).

In such circumstances, Aruba may require that the level of normal operation be restored if such non-compliant use conflicts, in its sole discretion, with the use of other users.

The user agrees not to use equipment that is defective or not approved according to European standards or that has malfunctions that may damage the integrity of the network and/or disturb services and/or create risks people's physical safety.

In fact, Aruba does not make any guarantees about the compatibility of the equipment and programs (hardware and software) used by the customer with the service, as all related verifications being the sole responsibility of the customer.

Aruba S.p.A.
Via San Clemente n.53, Ponte San Pietro 24036 (BG)
V.A.T. Number 01573850516| **Tax Code** 04552920482
REA BG 434483| **C.S.**€ 4,000,000 i.v| **PEC** aruba@aruba.pec.it|**Site** aruba.it

Furthermore, the user must use any web space, possibly purchased from Aruba, exclusively for the publication of the website and not as a repository, i.e. as a tool for the mere storage of files and/or movies/videos and/or own material and/or downloadable also from other sites.

4. Commercial emails

The dissemination of commercial messages is prohibited if it is not possible to demonstrate that:

- recipients have given their prior free and specific consent to receive electronic mail through an express opt-in procedure (except in cases legislatively provided for where such consent is not requested, e.g., soft spam);
- procedures for collecting consent include appropriate means to ensure that the person who given consent is the owner of the receiving email address;
- evidence of the recipient's consent is preserved in a form that can be readily produced upon request, with the onus on the recipient of Aruba's requests in this regard to produce such evidence, within 72 hours of receipt of the request for the same;
- procedures are in place that allow a recipient to withdraw consent, such as, but not limited to, a link in the body of the email or instructions to respond with the word "Remove" in subject line, and you are able to comply with the withdrawal of consent within 48 hours of receipt, informing recipients that the withdrawal of their consent will be processed in no more than 48 hours;
- an email address for complaints is always highlighted in a prominent place on each website associated with the email and messages sent to that address are acknowledged in a timely manner.

Obscuring email sender in any form is not permitted. The sender email address must appear in the body of the message or in the "From" line of the email.

These provisions apply to messages sent through the service or for messages sent from any network by the user or any person on his or her behalf that directly or indirectly refer to the recipient of a site hosted through the services.

In addition, it will not be possible to use a "third-party" e-mail service that does not apply similar procedures to all its customers. These requirements will apply to the same extent to distribution lists created by third parties as if the list had been created by the client.

Aruba reserves the right to verify and monitor compliance with the provisions listed above at any time, including by requesting random information by opt-in method. Aruba may suspend the transmission of e-mail messages that violate these provisions.

5. SMTP Authentication - Policy

To supplement the above provisions, it will not be permitted to send through Aruba's SMTP servers email messages of similar content to more than one hundred fifty (150) recipients, except for the PEC service in relation to which is a limit of five hundred (500) recipients. Attempts to circumvent this limitation by the creation of multiple accounts or by any other means will be construed as a violation of this restriction and this policy.

Aruba reserves the right to suspend the transmission of messages that violate these provisions. In addition, mail services may be suspended or discontinued if a violation of this AUP is found, in accordance with the general conditions of supply.

6. Mail Relay

In general, mass broadcasts or transmissions of business information via email are not permitted for a volume of more than 8,000 (eight thousand) recipients per day with limitation thresholds at increasing intervals. If you wish to send more than 8,000 messages per day, please contact our support team for more information.

7. Vulnerability testing

You may not in any way attempt to, examine, penetrate or test the vulnerability of Aruba's network system or breach Aruba's security or related authentication procedures, whether by passive or invasive techniques, without the express written consent of Aruba,

nor, likewise, may it carry out said activities through the service provided by Aruba with respect to the networks and/or information of third parties without their explicit consent.

8. Newsgroups, discussion forums, other networks

The customer acknowledges and agrees that the content of commercial messages, messages on any electronic bulletin board, group chat or other forum in which you participate such , but not limited to, IRC and USENET groups, will be subject to compliance with applicable laws and regulations.

Likewise, the same shall abide by the rules of any other network (network or circuit) it accesses or participates in using Aruba services.

9. Offensive content

It is prohibited to post, transmit or store on or through Aruba's network and equipment any content or links to content that Aruba reasonably believes:

- constitute, depict, encourage, promote or refer in any way to pedophilia, racism or pornography content that is not included in compliance with relevant regulations and accessible only to persons of legal age;
- be excessively violent, incite violence, contain threats, harassment or hate speech;
- be unfair or deceptive in relation to any jurisdiction's consumer protection laws, including chain letters and pyramid schemes;
- Be defamatory or violate a person's privacy;
- create a risk to personal safety or health, a risk to public safety or public health, jeopardize national security, or interfere with judicial authority investigations;
- Improperly disclose trade secrets or other confidential or proprietary information of third parties;
- Have the purpose of helping third parties circumvent copyright rights;
- Infringe third party's copyright, trademarks, patents or other property right of others;
- Referring (or presenting links) to gambling and/or online casinos, promoting illegal drugs, violating export control laws, illegal gambling or illegal arms trafficking;
- be otherwise unlawful or solicit unlawful conduct under the laws applicable in the customer's or Aruba's relevant jurisdiction;
- be otherwise harmful, fraudulent or may lead to legal action against Aruba.

Content "published or transmitted" via the Aruba network or infrastructure includes web content, email, chat, and any other type of publication or transmission that relies on the Internet.

10. Copyrighted material

The use of the Aruba network to download, publish, distribute, copy or use in any way any work of text, music, software, art, image or others protected by copyright is prohibited, except in the case where:

- it has been expressly authorized by the copyright holder;
- it is otherwise permitted by current copyright laws in the relevant jurisdiction.

11. Final provisions

The customer undertakes to communicate to Aruba his personal data necessary for the complete and correct execution of the contract; he also guarantees, under his own personal and exclusive responsibility, that the aforementioned data are always correct, up-to-date and truthful and that they allow the identification of his true identity.

The customer undertakes to notify Aruba of any change in the data provided, promptly and in any case no later than 15 (fifteen) days from the occurrence of the aforementioned change, and also to provide at any time, upon request by Aruba, adequate proof of the

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one's identity, domicile or residence and, where appropriate, their capacity as legal representative of the requesting legal entity or holder of the service.

Upon receipt of the aforementioned communication, Aruba may request additional documentation from the customer aimed at proving the communicated changes. In the event that the customer fails to provide Aruba with the aforementioned communication or the requested documentation, or in the event that he/she has provided Aruba with data that turns out to be false, not current or incomplete, or data that Aruba has reason, in its sole discretion, to consider as such, Aruba reserves the right to:

a) reject the request forwarded by the customer having to do with transactions to be performed in reference to the service;
b) suspend services with immediate effect, without notice and indefinitely;
c) cancel and/or discontinue without notice any data change operations associated with the service;
d) terminate the contract.

The customer agrees that if the public IP addresses assigned to his/her account are placed within a blacklist (abuse database) such as the one found at www.spamhaus.org, he/she will incur the automatic violation of this AUP; consequently, Aruba may take all measures deemed appropriate to protect his/her IPs, including the suspension and/or termination of service, regardless of whether the IPs have been reported/blacklisted due to a cause attributable to the customer.

The customer agrees that data stored on a shared system may be quarantined or deleted if said data is infected with a virus or otherwise corrupted, and has, in Aruba's sole judgment, a potential to infect or damage the system or data of other customers that are placed on the same infrastructure.

The customer agrees to observe the rules of good use of network resources commonly referred to as "Netiquette".

12. SLA

No refund under Aruba's "Service Level Agreement," when present, will be granted for service interruptions resulting from breaches of this AUP.

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