

# TERMS AND CONDITIONS FOR THE PROVISION OF THE ARUBA CLOUD SERVICE

## General provisions

The provision of the Aruba Cloud Services is governed by the Agreement (hereinafter abbreviated to the "Agreement") which is entered into between the company Aruba Spa with registered office in Ponte San Pietro (BG), Via San Clemente 53, VAT No. 01573850516 (hereinafter abbreviated to "Aruba" or "Supplier") and the individual or legal entity, public or private body or association, identified as the customer in the order form (hereinafter abbreviated to the "Customer"), jointly referred to as the "Parties". The Agreement comprises these supply terms and conditions (hereinafter abbreviated to the "Terms and Conditions") and the other documents specified therein, which, for all legal intents and purposes, form an integral and substantive part thereof:

- 1) Conditions for the provision of Aruba Cloud Services
- 2) Order form
- 3) Technical specifications
- 4) Aruba Services User Policy
- 5) Price list
- 6) Service Level Agreement (hereinafter also referred to as "SLA")
- 7) Provisions for the registration of IT domain names, in the event of the order of a domain name with ccTLD .it. as set out in SECTION II of the Conditions.

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## SECTION I – GENERAL TERMS AND CONDITIONS

### 1. Definitions

Where mentioned in the Agreement the terms below shall have the following meanings:

**24/7/365:** acronym used in these Terms and Conditions and in any case in the Agreement to indicate that, except for any cases of interruption/suspension provided for therein, the provision and/or use of the Aruba Cloud Service is guaranteed by Aruba seamlessly, 24/7/365;

**API - Application Programming Interface:** set of software instructions, used by programmers to access the functions of the operating system and of the individual hardware components;

**Automatic top-up:** this option is available when paying by credit card or PayPal and may be freely activated by the Customer. It allows the Customer to top up automatically by the selected amount when a minimum established Credit threshold is reached.

**Login details:** login and password sent by Aruba to the Customer following the signing of the Agreement;

**Credit:** Credit to be paid subject to the payment terms and schedules specified on [kb.arubacloud.com](http://kb.arubacloud.com)

**Confidential Information:** (i) information about the Supplier and deemed or classified by the latter as private and/or confidential, to which the Customer is privy for any reason related to the implementation of the Agreement and/or (ii) the information related to the Supplier which, by its nature, content, or the circumstances in which it is disclosed, would normally be regarded as such. In this regard, but not limited to this, Aruba's confidential information shall be understood to mean all the services, features, configurations, and technical information on the Service, quotations, audit or safety reports or product development plans;

**Virtual Infrastructure:** Infrastructure as a Service (IaaS) created, allocated, solely by the Customer on its own account or on account of third parties through the Service and used and/or managed by the Customer on its own account or on account of third parties or directly by the latter where authorised by the same Customer;

**Software Licences:** the authorisations granted by software product owners;

**Price List:** the documents published on page [www.arubacloud.com](http://www.arubacloud.com) by selecting the "Products & solutions" menu within the section dedicated to the single service.

## SECTION II – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "DOMAIN CENTER" SERVICE .....11

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**Order form:** form which, once filled out by the Customer with all the required data and then sent by the latter to Aruba via the website [www.arubacloud.com](http://www.arubacloud.com) in the section dedicated to the single service or by other means subject to signature thereof, formalises the request to activate the chosen Aruba Cloud Service.

**Partner Option:** option applicable to VAT holders which, where selected by the Customer in the Order form, also allows the marketing of the Services from the latter to third parties.

**Partner Panel:** the section from which the Partner can manage the Aruba Cloud Services, following the stipulation of the Agreement, through access using his/her login details through a secure application available via the web through which the latter will be able to carry out all operations resulting therefrom or conducive to the fulfilment of the Agreement as enabled by Aruba.

**Control Panel:** the section from which the Customer can manage the Aruba Cloud Service through access using his/her login details on [www.arubacloud.com](http://www.arubacloud.com) in the section dedicated to the single service.

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

**Aruba Services User Policy - AUP:** the document drawn up by the Supplier and published on page [www.arubacloud.com/company/general-conditions.aspx](http://www.arubacloud.com/company/general-conditions.aspx) which sets out the rules of conduct and usage restrictions for the Aruba Cloud Service that apply to all our Customers;

**Credit top-up:** the transaction carried out in the manner specified at <https://kb.arubacloud.com/en/computing/managing-your-credit/how-do-purchases-work-on-the-service-cloud-computing-service.aspx>, whereby the Customer pays a specific amount in advance to use the Aruba Cloud Service on a pay-per-use basis;

**Service Level Agreement:** the document drawn up by the Supplier and published on page [www.arubacloud.com/company/general-conditions.aspx](http://www.arubacloud.com/company/general-conditions.aspx) unless there is any other, separate and specific agreement between the parties defining the service levels and penalties against the Supplier in the event of failure to reach the established levels (hereinafter abbreviated to "SLA");

**Aruba Cloud Service/s** (also referred to as "**Service/s**"): the Services provided by Aruba, as specified and described on pages [www.arubacloud.com](http://www.arubacloud.com) "Products & Solutions" Menu - and/or on [kb.arubacloud.com](http://kb.arubacloud.com) within the section dedicated to the single service.

**Technical specifications:** the information published at [www.arubacloud.com](http://www.arubacloud.com) and [kb.arubacloud.com](http://kb.arubacloud.com), in the section dedicated to each Service, containing the technical features and any restrictions on the use thereof.

## 2. Purpose of the Agreement

The subject of the Agreement is the provision of Aruba Cloud Services in accordance with the type, procedures, technical

specifications and financial terms and conditions in force when it is entered into, as shown on the website <http://www.arubacloud.com/>.

## 3. Signing of the Agreement

**3.1.** The Contract shall be executed on the date of correct and punctual receipt by Aruba of the Order Form, to be completed and accepted by the Customer as to every respective part, together with payment of the amount due for the Service. The sending of the Order Form shall constitute full acceptance by the Customer of the Conditions and all other documents comprising the Contract. Activation of the Services shall be followed by notification by e-mail of the Login Details, sent to the e-mail address indicated by the Customer in the Order Form. In any event, it is hereby understood that use of the Services by the Customer shall constitute acceptance of all contractual conditions.

It is understood that, by submitting the Order Form, the Customer acknowledges and agrees that he/she is entering into a contract whose sole valid and effective version is that in the Italian language, whereas the other versions provided by Aruba in any other foreign language are made available to the Customer only by way of courtesy.

## 4. Service Fee - payment terms and methods and price list

**4.1** Save as any other agreement between the Parties and notwithstanding the provisions laid down in paragraph 5 hereunder, the Aruba Cloud Services shall be paid by the Customer through a Top-up. The amount owed by the Customer shall be deducted/subtracted therefrom, on a "pay per use" basis, in relation to the gradual use of the service and on the basis of the hourly rates applicable thereto or on a periodic (monthly or yearly) basis, all as provided for and described for each individual Service at the link [www.arubacloud.com](http://www.arubacloud.com) in the relevant section.

**4.2** The Customer may create, allocate, use, and manage the virtual infrastructure and/or resources and/or licences at the costs specified in the Price List on the Control Panel from the time when, once the amount owed has been paid and collected by Aruba, the chosen service or services is/are activated from the same Control Panel. Once the Top-up amount has run out, or if the remaining amount of the Top-up itself is insufficient to renew the Service or is insufficient and/or unavailable when debited in the case of an Automatic Top-up, the Service shall be terminated but may be renewed following the purchase of a new Top-up and reactivated by the User as specified at <https://kb.arubacloud.com/en/computing/managing-your-credit/service-reactivation-after-a-top-up.aspx>. The continuity of the Service is guaranteed by the prompt purchase of a subsequent Top-up before the amount paid to purchase the previous one has run out and, in the case of an Automatic Top-up, by the availability of the amount necessary to use the service on the means of payment indicated by the Customer when Aruba asks the Customer's Bank to complete the payment of said amount. The residual Top-up amount can be viewed in the Control Panel at all times.

**4.3.** The Customer acknowledges and agrees that payment for the Top-up purchased shall be made in accordance with the methods published on page [kb.arubacloud.com/en/computing/managing-your-credit/methods-of-payment-and-turnaround-time-for-processing-of-payment.aspx](https://kb.arubacloud.com/en/computing/managing-your-credit/methods-of-payment-and-turnaround-time-for-processing-of-payment.aspx) and that he/she shall be expressly and solely responsible for purchasing the Top-up taking into account the average payment processing times specified on page [kb.arubacloud.com/en/computing/managing-your-credit/methods-of-payment-and-turnaround-time-for-processing-of-payment.aspx](https://kb.arubacloud.com/en/computing/managing-your-credit/methods-of-payment-and-turnaround-time-for-processing-of-payment.aspx) and, as a result, he/she shall be expressly and solely responsible for purchasing a new Top-up in time to use the Service as needed and in any case before the amount paid for the current one has run out, with a view to ensuring continuity of the Service.

**4.4** Each Top-up purchased by the Customer shall have its own ID number and the Supplier shall issue the corresponding invoice during the relevant month. The Customer expressly acknowledges and agrees that the invoice may be sent and/or made available to him/her in electronic format.

**4.5** In the case of the Partner Option and/or unless any other separate and specific agreement is reached between the parties, the Service may be paid on a "pay per use" or post-dated payment basis. In such cases, regardless of the chosen payment method, the first order for the provision of the Service must be at least EUR 500.00. The payment terms and conditions and methods agreed on shall be set out in the Order Form.

**4.6** For the Aruba Cloud Services, the prices to acquire and use the Resources are published on page [www.arubacloud.com](https://www.arubacloud.com) in the section dedicated to each product, which can be accessed from the "Products & solutions" menu.

**4.7.1** Customers who have enabled the Automatic Top-up option by choosing to use a Credit Card to make the payment, acknowledge and accept that the Bank indicated by Aruba will store their details, which as such may be used to make a payment for any other service provided by Aruba.

**4.7.2** The Customer hereby acknowledges and accepts that he or she may disable Automatic Top-Up at any time from the specific field of the Customer Area and in any case: 1) by deleting and/or removing, also from the Customer Area, the unique identification code of one or more Credit Cards and/or one or more PayPal accounts and/or ii) for so-called 'PayPal' payment, by disabling independently in his or her PayPal account the option allowing automatic payments to be made. Once Automatic Top-up has been disabled, the Top-up can only be carried out using the ordinary procedure set forth in paragraph 3 above.

The Customer hereby acknowledges and accepts, once and for all, that in the event of item ii) of this paragraph, the operation shall take place in an asynchronous mode.

## 5. Service activation and provision

**5.1.** With the activation of the Service, the Customer can start creating and allocating his/her virtual Infrastructure for which

he/she will be solely responsible and to which he/she alone will have exclusive access through any Control Panel or through special software for the Aruba Private Cloud Service.

**5.2** In the event of selection of the Partner Option, with the activation of the Service, a Partner Panel or a special software for the Aruba Private Cloud Service will be made available to the Customer, by means of which he/she, at his/her discretion and under his/her exclusive control, will be able to create an indefinite number of panels (so-called account panels) through which to create and allocate, on his/her own account or on account of third parties, or to have any authorised third parties directly create and allocate, one or more virtual Infrastructures that may be managed and used by the Customer on his/her own account or on account of third parties or by the latter, if authorised by the Customer, it being understood that the Customer shall remain solely and exclusively responsible for said infrastructure vis-à-vis Aruba.

**5.3** It remains expressly understood that, in relation to any and all Services, Aruba shall not be subject to any general monitoring obligation, and therefore it shall not control or monitor the conduct or the actions put in place by the Customer and/or any third party authorised by the said Customer through said infrastructure, or it shall not control or monitor the information and/or data and/or content introduced into the infrastructure by them; in any event, Aruba is and remains outside any and all activities that the Customer and/or any third party authorised by him/her carry out by accessing the respective virtual infrastructure remotely via the Internet using their login details. In any event, once the Customer has accessed the Service, he/she shall be the sole Data Controller, pursuant to Legislative Decree 196/2003, for any data entered and/or processed on the aforesaid infrastructure.

**5.4.** By way of a mere courtesy and therefore without undertaking any obligation vis-à-vis the Customer, Aruba reserves the right (except when the Customer has set a minimum available credit threshold alert option) to send to the Customer an e-mail alert to notify him/her that the Top-up or Credit is about to run out. If the Credit runs out before any service expiry date, the Customer may ensure the continuity of the provision of said Service by topping up the Credit or part thereof by paying the corresponding amount to Aruba using one of the methods specified on page [kb.arubacloud.com/en/computing/managing-your-credit/methods-of-payment-and-turnaround-time-for-processing-of-payment.aspx](https://kb.arubacloud.com/en/computing/managing-your-credit/methods-of-payment-and-turnaround-time-for-processing-of-payment.aspx) before the expiry date. If the credit has already run out upon the Service expiry date, the provision of the Service shall be suspended for the time periods specified on [kb.arubacloud.com/en/computing/managing-your-credit/what-happens-when-the-credit-runs-out.aspx](https://kb.arubacloud.com/en/computing/managing-your-credit/what-happens-when-the-credit-runs-out.aspx), and prior to the expiry of the aforesaid terms, it may resume from the time of registration on the Control Panel of the amount paid for the new Top-up and subject to manual reactivation of the Service to be carried out by the Customer as specified on [kb.arubacloud.com/en/computing/managing-your-credit/service-reactivation-after-a-top-up.aspx](https://kb.arubacloud.com/en/computing/managing-your-credit/service-reactivation-after-a-top-up.aspx). If, by the time

period specified for the suspension of the Service, the amount of a new Top-up in a sufficient sum to renew the service is not recorded on the Control Panel, the Service shall be deactivated and any data and/or information and/or content entered and/or processed by the Customer and/or any authorised third parties on the virtual Infrastructure shall be kept for the time period specified on [kb.arubacloud.com/en/computing/managing-your-credit/cloud-server-on-off-and-archived.aspx](http://kb.arubacloud.com/en/computing/managing-your-credit/cloud-server-on-off-and-archived.aspx) solely by way of a mere courtesy, without Aruba undertaking any obligation in that regard and hence excluding any liability in the event of total or partial loss or damage. Once the aforesaid supplementary period has elapsed, in the event of lack of registration on the Control Panel of the amount of a new Top-up of a sufficient sum to renew the Service, any data and/or information and/or content entered and/or processed by the Customer and/or any third parties on the virtual Infrastructure created and allocated through the Service shall be permanently deleted and it will no longer be possible to retrieve them. In such a case, the Customer shall remain solely and exclusively responsible for any recovery of the data and/or information and/or content entered and/or processed by said Customer on the relevant virtual Infrastructures, subject to reactivation of the Service, if necessary, by entering into a new Agreement if Aruba has exercised the right of withdrawal provided for in Art. 12 of the Terms and Conditions or if one of the conditions laid down in Art. 13.3 of the Terms and Conditions has been met. This is without prejudice to any other agreements entered into between the parties.

## 6. Additional Services

**6.1** The Customer may also purchase one or more of the Additional Services to the main Cloud Service. These additional services are described in the Section relating to the single main Service which can be accessed from the "Products and Solutions" menu on page [www.arubacloud.com](http://www.arubacloud.com). The Customer acknowledges and agrees that the Additional Services shall be provided in accordance with the methods, terms and technical and financial conditions and with the payment methods specified on said link to which full reference is made therein and which the Customer declares having viewed and accepted.

**6.2** It remains understood that the aforesaid Additional Services, regardless of the time of their activation, shall have the same expiry date as the main Service to which they are related.

## 7. Aruba's obligations and limits of liability

**7.1.** Aruba guarantees the Customer the provision and use of the Service 24/7/365 in accordance with the service levels laid down in the Service Level Agreement (SLA) and in the Technical Specifications.

**7.2.** Aruba's obligations and responsibilities vis-à-vis the Customer are those defined by the Agreement and therefore, in the event of any breach or default imputable to Aruba, it shall not be liable for an amount in excess of the limits laid

down in the SLA. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type shall henceforth be expressly excluded. The Customer hereby acknowledges and agrees that, in all cases in which the SLA is not applicable, Aruba shall be liable solely for an amount equal to the sum spent by the Customer over the last 12 months.

**7.3.** Aruba reserves the right to discontinue provision of the Service in order to carry out technical work designed to improve said service. Under such circumstances, the Customer shall be notified via e-mail with the advance notice referred to in the Service Level Agreement (SLA); said notification will also specify the time period within which the service shall be restored.

**7.4.** Unless expressly included and provided for under the Service purchased, Aruba shall not perform specific backups of the data and/or information and/or content processed by the Customer, on his/her own account or on account of third parties or by the latter, where authorised by the Customer, on the virtual infrastructure, with the exception of the backup of all the storage content that Aruba periodically performs, as its own precaution, for the purposes of the possible restoration of the Service; this does not however, release the Customer from performing a full backup of the data and/or information and/or content entered and/or processed by him/her on the virtual Infrastructure and from taking all the necessary security measures to protect them. In any event, Aruba shall offer no guarantees regarding the use of the Service with regard to the protection and storage of these data and/or information and/or content, except for the Customer's activation of a specific ancillary service.

**7.5.** Aruba shall not be deemed in any way responsible for the use of the virtual Infrastructure made in relation to critical situations, including, but not limited to, specific risks for personal injury, environmental damage, specific risks in relation to mass transport services, the management of nuclear power and chemical plants and medical devices; in such cases, Aruba declares its willingness to evaluate and negotiate with the Customer a specific "mission critical" agreement with the respective SLAs.

**7.6** Aruba shall not, in any case, undertake any liability for any information, data, content entered or transmitted and, in any case, processed by the Customer, on his/her own account or on account of third parties or by the latter, where authorised by the Customer, on the virtual Infrastructure and, in general, for the use made by them of the afore-mentioned Infrastructure and reserves the right to take any initiative and actions, to protect its rights and interests, including notifying those concerned of useful data to permit the identification of the Customer. In any event, Aruba shall not be held liable for any direct or indirect damage, of whatsoever nature, caused by the Customer to third parties who may have used the Service in any shape or form or for whatever reason.

## 8. Customer's obligations and rights

**8.1** The Customer has the right to use the Service 24/7/365 in accordance with the Technical Specifications and the service



levels guaranteed by the SLA and acknowledges that he/she shall be entitled solely and exclusively to the indemnity provided for therein in the event of breach thereof, thereby excluding any other indemnity or compensation for direct or indirect damage of whatsoever nature. The Customer also acknowledges and agrees that he/she shall not have the right and in any event shall not be entitled to claim any indemnity or compensation for either direct or indirect damage against Aruba when one or more of the conditions under which the said SLA is not applicable are met. The Customer henceforth acknowledges and agrees, on his/her own account and on account of third parties who may have used the Service in any shape or form or for whatever reason, that in all cases in which the SLA is not applicable, Aruba shall be liable solely for an amount equal to the sum spent by the Customer over the last 12 months.

**8.2** The Customer guarantees that the data and information provided to Aruba for the purposes of stipulating the Agreement are accurate, truthful and such as to permit his/her identification. Aruba reserves the right to verify such data and/or information by also requesting any additional documentation that the Customer henceforth agrees to submit.

**8.3** The Customer declares having all the technical knowledge required to ensure the correct use, administration and management of the virtual Infrastructure and, in any case acknowledges and accepts that the processing of data and/or information and/or content that he/she has put in place and its subsequent dissemination on the Internet through the same infrastructure has been performed solely at the Customer's own risk and under his/her responsibility.

**8.4** The Customer acknowledges that the Internet cannot be controlled by Aruba and that, due to the unusual structure of the network itself, no public or private entity and not even Aruba may guarantee and monitor the performance and functioning of the network or check the content of the information transmitted through it. For this reason, Aruba shall not be held liable for the transmission or receipt of illegal information of whatsoever nature.

**8.5** The Customer, also in the name and on behalf of any third parties whom he/she may have authorised to use the Service, undertakes to use the Service solely for lawful purposes permitted by the provisions of law that apply from time to time, by customs and habits, by diligence rules and in any case, without violating any rights of any third parties, assuming all responsibility in this respect. The Customer declares that he/she is the sole administrator of the Service and as such claims sole responsibility

(i) for the management of data and/or information and/or content processed by him/her on the virtual Infrastructure, its security and its storage and for the fulfilment of any other activity deemed useful or necessary for ensuring the integrity thereof, and to this end making any reasonable effort to apply appropriate and adequate security measures, at his/her expense and care;

(ii) for the content of the information, the sounds, texts, images, elements of form and the data that is accessible

and/or made available on the virtual Infrastructure and, for any reason, transmitted, distributed or made available online by the Customer;

(iii) for malfunctions of the Service as a result of any use not conforming to the Aruba Services User Policy;

(iv) for the loss or disclosure of the login details;

(v) for the management of all access to its Control Panel (any connection, change to the Service or order via the Customer's Control Panel is deemed to have been performed by the said Customer); in this regard, the Customer assumes the obligation of changing the password for access to the Panel on a regular basis, and in any event at intervals not exceeding 3 (three) months.

**8.6** The Customer undertakes to notify Aruba, by opening a special support ticket from the page [support.aruba.it](https://support.aruba.it), of any changes in his/her personal and contact details, including the e-mail address specified at the order stage.

**8.7** The Customer also undertakes to promptly inform Aruba of any unauthorised use of his/her account or any other security breach found.

**8.8** The Customer declares, on his/her own account or on account of any third parties whom he/she may have authorised to use the Service, that he/she is in possession of all valid licences for the software that he/she may have entered and used on the virtual Infrastructure and to bear the associated costs.

**8.9** As regards proof of all the operations carried out from the Control Panel, the Customer acknowledges and accepts, for him/her and for any third parties whom he/she may have authorised to use the Service, for whatever reason, that only the Supplier's LOGS kept in accordance with the law shall be deemed valid. On the other hand, the Customer shall be solely and exclusively responsible for any other operation performed for him/her or for third parties or directly by the latter, in the use, management and administration of the various virtual Infrastructures created and allocated through the Service; as a consequence, with regards to these operations he/she undertakes to:

a) comply or ensure that third parties comply with the legislation in force from time to time and which applies to them, including the Data Protection Law (Legislative Decree 196/2003);

b) indemnify and hold Aruba harmless from any direct or indirect request or claim for damages, of any nature and type, from anyone who may launch proceedings in this regard;

**8.10** The Customer henceforth undertakes to indemnify and hold Aruba harmless against any and all requests and/or claims by a third party for damage caused to them by or through the use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform Aruba if such action were to be instigated against him/her.

**8.11** The Customer undertakes to communicate and to ensure that any third party, whom he/she may have allowed to use the Service, for whatever reason, comply with all the provisions laid down by the Agreement without exception,

thereby also undertaking to indemnify and hold Aruba harmless against any possible requests and/or claims for damages advanced by anyone on the grounds of any breach of the aforesaid provisions and in any event of the conduct of the Customer or the afore-mentioned third parties.

## 9. Support and maintenance

**9.1** Technical support is exclusively offered within the times and in the manner indicated on the website [support.aruba.it](http://support.aruba.it). In any event, the Customer is required to promptly notify Aruba of any irregularities or malfunctions that he/she may find with the Service. Aruba will make every reasonable effort to deal with the issues reported by the Customer as soon as possible, in line with the times at which the support service is provided and indicated on the website [support.aruba.it](http://support.aruba.it).

**9.2** Aruba may perform any "customized" operations and, in any case, actions designed to provide the necessary technical support to ensure the smooth running of the Service. In such cases the Customer authorizes Aruba and/or any companies appointed thereby to carry out the technical assistance requested and/or necessary; the Customer acknowledges and agrees that this assistance occurs on variable schedules depending on the following criteria: a) the type of action requested; b) the arrival time of the action request; c) the nature of the priority of the action request. In order to allow the correct and timely implementation of the action required, the Customer undertakes to provide all the specifications and information requested by Aruba.

When the action pursuant to this paragraph is purely of a technical nature, the Customer:

a) declares that he/she is aware that such support/maintenance action involves a high degree of risk for the functioning of the Service, or for the integrity of the data and/or information and/or content entered and/or processed via the Service; and

b) acknowledges and agrees that, in performing the action, Aruba shall assume an obligation of means and not ends, and that under no circumstances will it be involved in the management or perform operations on data and/or information and/or content processed and/or entered through the Services and/or at a remote location not being involved in and/or in any way determining the same; and

c) hereby agrees to assume all the associated risks; and  
d) hereby undertakes, prior to the support/maintenance action, to create a full backup copy of the data and/or information and/or content entered and/or processed via the Service.

**9.3** Aruba S.p.a. is committed to ensuring an appropriate level of professionalism in the performance of the activities required to the highest standard and with the required diligence and for the time strictly necessary for the provision of the requested service, and at the same time without acquiring and/or storing any information held in the Customer's archives.

**9.4** Notwithstanding the above, the Customer once and for all relieves Aruba and/or the Companies controlled by it and their staff, as well as the external Companies appointed for its

operations and their staff from any liability for any direct or indirect damages of any nature or kind sustained and that may be sustained due to or because of the actions pursuant to this Art. 9.

**9.5** Aruba reserves the right to suspend or discontinue the provision of the Services in order to carry out technical maintenance work. Under such circumstances, the Customer shall be notified via e-mail with an advance notice of 7 (seven) days; said notification will also specify the time period within which the service will be restored.

**9.6** The Customer henceforth acknowledges and agrees that, on the occurrence of the circumstance referred to in Art. 11.1 lett. g) hereunder, the latter may arrange, through its own systems, to carry out automatic update/maintenance operations to the Service as deemed appropriate at its sole discretion; in this case, the Customer once and for all releases Aruba from any liability for any direct or indirect damages of any nature or kind sustained and that may be sustained due to or because of these operations, including, but not limited to, those resulting from loss of Service and/or lack of visibility of the website and/or data loss.

## 10. Term of the Agreement

The Contract shall govern the supply of Services to the Customer effective from the date of respective signing. The Contract shall be effective until the expiration date of the last of the Cloud services purchased by the Customer, with each Party being entitled to withdraw, to be notified to the other party according to the procedures set forth in art. 12 below. Upon termination of the Agreement, Aruba shall discontinue the Service and refund any amount paid to purchase the Top-up remaining unused on the effective date of the withdrawal. Subject to the provisions of the other documents forming part of this Contract, the Customer hereby acknowledges and accepts that on the expiration date of each Service and, in any case, at the end of the Contract for whatever reason, the Parties shall automatically be released from the respective obligations; the Customer hereby acknowledges and accepts that it shall be his or her exclusive responsibility to obtain and store a copy of the data, information and/or contents processed by way of the Service(s), it being understood that once the Contract has ended or the Service has expired, said data, information and/or contents may no longer be recoverable. In any event, the Customer hereby holds Aruba harmless, once and for all, from any and all liability for any loss or total or partial damage of data, information and/or contents entered and/or processed by said Customer by way of the Service(s). The Client shall be exclusively responsible for any restoration of the data, information and/or contents entered and/or processed by the same, following reactivation of the Service concerned, thereby executing a new Contract if necessary.

## 11. Suspension of the Service

**11.1** Without prejudice to the application of Art.12 hereunder, Aruba, at its discretion and without the exercise of said right being able to be contested as a default or breach of the Agreement, reserves the right to suspend the Service, and this may also be without notice in the event that:

- a) the Customer fails to comply with or finds himself/herself in breach of even only one of the provisions contained in the Agreement, including those laid down in the Aruba Services User Policy;
- b) the Customer fails to respond, in full or in part, to Aruba's requests or in any event, his/her conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Agreement or liable for one or more breaches of its provisions;
- c) there are valid grounds for believing that the Service is being used by unauthorised Third Parties;
- d) there are cases of force majeure or circumstances which, at the sole discretion of Aruba, require emergency support/maintenance work to be performed or relating to the resolution of security issues, danger to the entire network and/or persons or things; in this case, the Service will be restored when Aruba, at its discretion, has determined that the reasons which caused its suspension/termination have actually been removed or eliminated;
- e) the Customer is involved, for whatever reason, in any court or even out-of-court proceedings of a civil, criminal or administrative nature and in any case in which the said dispute concerns actions and conduct put in place through the Service and/or the virtual Infrastructure;
- f) the suspension is required by the Judicial Authorities.

In any case of suspension of the Service imputable to the Customer, Aruba's action for damage compensation, if any, shall remain without prejudice.

g) the Customer is using faulty or uncertified equipment and/or software, or there are malfunctions which may cause security issues and/or vulnerabilities of the Service, damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and things.

**11.2** During the suspension of the Service, the Customer may not have access to data and/or information and/or content entered and/or processed by him/her on the virtual Infrastructure.

## 12. Withdrawal

**12.1** A Customer qualifying as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw in the manners and forms set forth in arts. 52 et seq. of the Consumer Code within 14 (fourteen) days from the date on which the Contract is signed without any penalty and without indicating the reasons thereof. Specifically, the Client shall communicate expressly the intention to withdraw, by using the form existing at the link, [www.cloud.it/termini-condizioni.aspx](http://www.cloud.it/termini-condizioni.aspx), or any other explicit declaration of his or her intention to withdraw from the contract, by sending the withdrawal notification only by

registered letter with confirmation of receipt to the address indicated in art. 17.8 below or certified e-mail (PEC) to the address, [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it). In the event of exercising the right to withdraw, Aruba shall reimburse to the Customer, without undue delay and in any case within 14 days from the date on which the intent to withdraw from this contract has been communicated, all payments received, by way of the same means of payment used by the Customer for payment, or by using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the reimbursement;

**12.2.** Notwithstanding the foregoing, the Customer, whether or not qualifiable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), shall always have the right to withdraw from this Contract at any time, without any penalty and without indicating the reasons thereof, by written notification sent by registered letter with confirmation of receipt to the address indicated in art. 17.8 below or certified e-mail (PEC) to the address, [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it). Withdrawal shall be effective once 30 (thirty) days have lapsed from the date of receipt by Aruba of said notification;

**12.3.** Aruba reserves the right to withdraw from the Agreement at any time and without being required to state its reasons, by notifying the Customer in writing, with at least 15 (fifteen) days' notice, except in the case where events are determined by causes of force majeure, in which regard Aruba reserves the right to terminate this agreement with immediate effect. At the end of the period indicated above, the Agreement shall be understood to have ceased and/or to have been terminated and Aruba may deactivate the Service at any time without further notice and refund the Customer for the amount paid to purchase the Top-up which remained unused at the effective date of termination. In any event, any further liability on the part of Aruba for exercising the right of withdrawal and/or for loss of use of the Service by the Customer or the ensuing right of the latter to demand any other reimbursement or compensation or damages of any type and kind shall remain expressly ruled out.

## 13. Express termination clause - termination for non-fulfilment - termination conditions

**13.1** Without prejudice to the provisions laid down in other clauses of the Agreement, the latter shall be deemed to have been terminated with immediate effect where the Customer: - is in breach of the obligations set out in Articles 8, 15 and 16 of this Section I of the Terms and Conditions as well as the provisions set forth in the documents to which reference is made therein; or, is in breach of the obligations laid down in Articles 3 and 5 of Section II of the Terms and Conditions; or - is in breach of the Aruba Services User Policy; or - engages in any illegal activity, by using the Service; - is registered on the list of protests, is declared insolvent, has been admitted or subjected to insolvency proceedings;

**13.2.** In addition, in the event of failure to comply with its obligations under the Agreement, Aruba reserves the right to send to the Customer, at any time, for all intents and purposes

referred to in Art. 1454 of the Italian Civil Code, formal notice within 15 (fifteen) days of receipt of the registered mail letter.

**13.3.** Without prejudice to the provisions in the preceding paragraphs 13.1. and 13.2., the Contract shall be terminated automatically without Aruba being required to send to the Customer any notice if, for an ongoing period of twelve months, the latter; a) does not use the Service; or b) does not purchase a new Top-up after the amount paid for the previous one has been used up. Similarly, if the Customer has purchased the Domain Center Service, the Contract shall be terminated automatically without Aruba being required to send to the Customer any notice upon the actual removal of the domain name from the Register of the competent Authority, as specified at the link, <http://kb.cloud.it/domain-center.aspx>. If the Contract is terminated upon the occurrence of the condition set forth in letter a), the amount of any unused Top-up shall be withheld by Aruba and permanently seized by it, in the absence of an express refund request from the Customer, to be formalised to Aruba within the time limit of 180 days from the day on which the aforesaid condition occurred.

**13.4.** As of the date of resolution and/termination of the Agreement, which occurred in the cases provided for in this article, the Service shall be deactivated and Aruba may charge the Customer any additional costs incurred, in each case without prejudice to its right to seek compensation for any damage suffered. In any event of termination of the Agreement, the regulation laid down in the previous Art. 12.3 shall apply.

#### **14. Amendments to the Agreement and/or to Aruba Policies**

**14.1.** The Customer acknowledges and agrees that the Service covered by the Agreement is characterised by constantly changing technology; for these reasons Aruba reserves the right to improve the technical and economic features of the Service and the instruments related to it and to amend the terms of the Agreement at any time, even after its signature, without this giving rise to any obligations of any kind in respect of the Customer. The software licensing costs paid through Aruba to their respective licensees will be adjusted automatically in case of a price change on the part of the said licensee.

**14.2.** Should Aruba make any technical-economic changes which are deemed to be detrimental or damaging in terms of performance and/or pricing or make changes to any part of the contractual terms and conditions, the Customer shall be informed of such changes by e-mail or through publication on the website [www.arubacloud.com](http://www.arubacloud.com). Subject to the provisions of Section II, the above-mentioned changes shall take effect 10 (ten) days after the date on which they are communicated. Within the same time period, the Customer may exercise the right to withdraw from the Agreement by means of a written notification to be sent in the manner and within the time limits set forth in Art. 12 above. If the Customer fails to exercise the right of withdrawal within the terms and in the manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the same

Customer. Notwithstanding the above, Aruba may change the technical features, systems or resources as a result of the normal technological evolution of hardware and software components, thereby guaranteeing the Customer the same functionality.

**14.3** Notwithstanding the foregoing, Aruba reserves the right to amend the Aruba Services User Policy at any time because of the requirements referred to in paragraph 1 above or in compliance with provisions of law; also in this case the Customer may exercise the rights provided for in paragraph 2 above.

**14.4.** With reference to the Cloud Service and the APIs referred to in the Technical Specifications published on page [www.arubacloud.com/cloud-computing/cloud-technology.aspx](http://www.arubacloud.com/cloud-computing/cloud-technology.aspx) Aruba declares and the Customer acknowledges and agrees that: a) such APIs are made available without any minimum guarantee of continuity; b) notwithstanding the provisions laid down in this Article, Aruba reserves the right to intervene in such APIs, at any time and without notice, in order to modify them, delete them or suspend them and in any case to perform any other action on them that may be deemed necessary/useful/appropriate, at Aruba's sole discretion, in order to improve the functioning of the Service. Notwithstanding the provisions laid down in the previous lett. a) and b), the Customer:

- acknowledges and agrees that Aruba, also as a waiver to Art. 9 above, shall not provide any specific technical support in relation to any operations that the Customer will deem necessary to perform on his/her Virtual Infrastructure, as a result of the work done by Aruba on the APIs; and
- shall hold Aruba harmless against any liability, in which connection it declares, for this purpose, that there are no claims whatsoever against it for the effects and consequences, of any nature and kind, whether direct or indirect, that the work done by it on the APIs may have on the Virtual Infrastructure. This is without prejudice to the Customer's right to withdraw from the Agreement pursuant to Article 12 above.

#### **15. Copyright and licensing**

**15.1.** The Customer is required to use the Service in compliance with Aruba's intellectual and/or industrial property rights as laid down in the Aruba Services User Policy. Software packages, like any other copyright or other intellectual property right, are the exclusive property of Aruba and/or its assignors; therefore the Customer does not acquire any right or entitlement in this regard, and is only entitled to use them during the contractual period.

**15.2.** In the case of licences provided by third-party suppliers through Aruba, the Customer acknowledges, on his/her own account or on account of third parties whom he/she may have allowed to use the Service, that he/she has examined the terms and undertakes to use the software in accordance with the terms and conditions specified on the respective websites exclusively for his/her own personal use. The Customer undertakes to accept and comply with the terms of these licences. The Customer declares that he/she is aware that



Licences apply between the Customer and the owner of the copyright on the same Licences with the exclusion of any liability on the part of Aruba.

**15.3** Unless the Customer chooses the Partner Option, the Customer shall be expressly prohibited from marketing the Service acting as an Aruba agent or reseller or dealer or distributor or licensee or in any other capacity and, in any event, from marketing it or using it as an Aruba service or making use of Aruba's trademarks and/or images and/or promotional and advertising material and, more generally, any intellectual and/or industrial property rights used or owned by the same.

## 16. Information security

The Customer, acknowledging that the company Aruba has been awarded the ISO 27001:2013 certification and is in possession of other means and/or instruments deemed suitable for protecting information security (physical, logical, IT and organisational) in the most effective way, henceforth undertakes not to disclose or make howsoever available to third parties any confidential information known or handled in connection with the execution and/or application of the Agreement in the absence of Aruba's specific written consent.

## 16 bis. Discount coupons

a) For products/services included in campaigns advertised from time to time on the [www.arubacloud.com](http://www.arubacloud.com) website, Customers who fulfil the criteria specified therein may benefit from a "Discount coupon" (or "voucher") granted to them in accordance with the terms and conditions for that particular promotion.

b) The Customer also acknowledges and accepts, as of now, that the "discount coupon" referred to in paragraph a) above, unless otherwise specified by Aruba for that particular promotion:

I) may only be used once within its validity period and may not be combined with any other current promotions, unless otherwise specified by Aruba; and

II) may be transferred to third parties; and

III) unless otherwise specified by Aruba, may not be used again if the order is cancelled, voided or not fulfilled for any reason and/or cause; and

IV) shall not be refunded to the Customer by Aruba if the contract is terminated for any reason and/or cause; and

V) regardless of the type, shall not be refundable or redeemable for cash; and

VI) may not be used retrospectively and may not therefore be used for orders already recorded; and

VII) unless otherwise stated by Aruba, may not be used for orders for the renewal of Services.

VIII) When the Discount Coupon expires, the provisions outlined in article 5 of the Terms and Conditions above shall apply.

c) Notwithstanding the above, Aruba reserves the right, at its sole discretion, to modify, suspend or revoke at any time the option of using a "discount coupon", without the need for prior notice and/or notification.

## 16 ter. Aruba Cloud Start-up Program

Notwithstanding the provisions of art. 16 bis above, with specific reference to the "Aruba Cloud Start-up" Program, Aruba shall give any person who, at its sole discretion, fulfils the criteria mentioned at [www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx), and has entered into a subscription agreement with Aruba, discount coupons for using the Services, in accordance with the specifications, limits and requirements, and for the period described therein, within each relevant section of the programme mentioned above. In particular the Customer acknowledges and accepts, as of now, that Aruba also reserves the right to revoke the Discount Coupon at any time if:

a) it is used, at Aruba's sole discretion, for activities not strictly connected to the Start-up's so-called "core business"; or

c) the Customer engages in acts or actions that are contrary to the interests of ARUBA and in any case conflict or are not in keeping with the specific values and principles of the program; or

d) the Customer does not use at least part of the Discount Coupons by the deadline for their use.

## 17. Final provisions

**17.1.** This Agreement shall supersede any previous agreement that may have been entered into between Aruba and the Customer that can be traced back for any reason under the same login details (login and password) regarding the Service and shall constitute the final and integral expression of the agreements entered into between the Parties on this subject. No amendment, footnote or clause howsoever added to this Agreement shall be valid and effective between the Parties unless specifically and expressly approved in writing by both parties. In the event of special agreements with the Customer, these must be formulated in writing and shall constitute an addendum to this agreement.

**17.2.** Under no circumstances may any breaches and/or Customer conduct that differs with respect to the Agreement be considered as exceptions to it or tacit acceptance thereof, even if these are not contested by Aruba. Aruba's failure, if any, to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of those rights or clauses.

**17.3.** Unless expressly indicated otherwise in the Agreement, all notifications to the Customer shall be carried out by Aruba indiscriminately by hand, via email, certified or not, by means of registered mail with return receipt, ordinary post, or by fax to the addresses indicated by the Customer at the order stage and, consequently, such notifications shall be considered known by the Customer. It shall not be possible to invoke any changes in any of the Customer's addresses and contact details including the email address stated at the order stage if these are not communicated to Aruba in accordance with the terms of the Agreement.

**17.4.** With the exception of the cases specifically provided for in the Agreement, any notifications that the Customer intends to send to Aruba relating to the Agreement, including support requests, shall be sent by means of a support ticket as shown on page [support.aruba.it](https://support.aruba.it), except for the form provided for notifications referred to in paragraph 7 below.

**17.5.** The Agreement entered into with the Customer shall be sent by email, kept in the Supplier's computer systems and shall be sent to the Customer upon request in the manner indicated in paragraph 4 above.

**17.6.** Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Agreement shall not result in the invalidity of the others, which shall be deemed to be fully valid and effective.

**17.7.** For anything not expressly provided for in the Contract, the Parties make express reference, as far as possible, to the legal provisions currently in force.

**17.8.** Any complaints regarding the provision of the Service, including those regarding failure to comply with the SLA, shall be forwarded to: Aruba S.p.A. Loc. Palazzetto n. 4 52011 Bibbiena Stazione (Arezzo) ITALY by means of registered letter with acknowledgement of receipt, or forwarded via a ticket from the Aruba support department, within and no later than 7 (seven) days from the time the occurrence of the subject of the complaint. Aruba will investigate the complaint and will provide a written answer within 10 (ten) days from receipt of the complaint. In the event of complaints due to particularly complex circumstances, which do not permit a full reply within the time limits referred to above, Aruba will notify the Customer within the afore-mentioned times on the progress of the case.

**17.9.** The relations between Aruba and the Customer established in the Agreement may not be understood as agency, corporate, representation, collaboration or association contracts or other similar or equivalent contractual forms.

**17.10.** The Customer undertakes not to transfer the Agreement to third parties without Aruba's prior written permission.

## 18. Extended validity

This clause, the other clauses of these Terms and Conditions set out below as well as the provisions laid down in documents to which reference is made in these clauses shall continue to be valid and effective between the Parties even after the termination or the resolution for whatever reason due to or attributable to any party;

from Section I:

1. Definitions
5. Service activation and provision
7. Aruba's obligations and limits of liability
8. Customer's obligations and rights
12. Withdrawal
13. Express termination clause - termination for non-fulfilment - termination conditions
15. Copyright and licensing
16. Information security

20. Applicable law, jurisdiction and competent court

From Section II:

1. Definitions
4. Aruba's limits of liability
5. Customer's obligations and rights
6. Additional Services and Whois privacy

## 19. Processing of personal data

**19.1** The processing of the personal data disclosed by the Customer to Aruba for the purposes of the fulfilment of this Agreement and the subsequent provision of the Service, shall comply with Legislative Decree 196/2003, the privacy policy issued by Aruba when registering personal information and with the consent to the processing of the information provided at the time by the Customer. The data subject to processing, for the purposes of the fulfilment of this Agreement, may be disclosed to Aruba's third-party suppliers, based abroad within the European Union, in accordance with and within the limits laid down by Article 42 of Legislative Decree No. 196/2003 and abroad in non-EU countries in the context and within the limits specified in Article 43 of Legislative Decree No. 196/2003.

**19.2** The Customer, who has chosen the Partner Option guarantees, with reference to third-party data handled by him/her at the order stage and/or use of the Service, that the said parties have been provided, in advance, with the information pursuant to Art. 13 of Legislative Decree No. 196/2003 and that the said parties' consent has been obtained for the processing of such data. In any event, it remains understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated with it and holding Aruba harmless against any dispute, claim or other demand that may come from third-party data subjects with reference to said data handling scenarios.

## 20. Applicable law, jurisdiction and competent court

**20.1.** The Agreement shall be governed solely by Italian law thereby excluding any application of the United Nations Convention on Contracts for the international sale of goods. These terms and conditions have been drawn up and prepared in compliance and in accordance with the provisions set out in Legislative Decree 206/2005 (Consumer Code) and in Law 40/2007 (Urgent consumer protection measures, the promotion of competition, the development of economic activities and the setting up of new businesses); they are understood as being automatically amended, and/or adjusted to that provided in subsequent legal and/or regulatory provisions on the matter.

**20.2.** The Italian Judicial Authority will have sole jurisdiction for resolving and deciding any dispute concerning the interpretation and/or execution and/or application of the Agreement, except in cases where the Customer has acted and entered into the Agreement as a Consumer for purposes unrelated to his/her business or profession; in this case, the Judicial Authority of the State where the Consumer was domiciled at the time of entering into the Agreement will have

jurisdiction, except in the case where the Consumer prefers to apply to the Italian Judicial Authority.

**20.3.** When, on the basis of paragraph 20.2 above, the jurisdiction of the courts to resolve and decide any dispute concerning the interpretation and/or execution and/or application of the Agreement is identified: a) by the Italian Judicial Authority, the Court where the defendant is domiciled or has their registered office will have exclusive territorial jurisdiction, except in cases where the Customer has acted and entered into the Agreement as a Consumer for purposes not related to his/her business or profession; in this case the Judicial Authority of the Court where the Customer was domiciled at the time of entering into the Agreement will have jurisdiction, if located in the territory of the Italian state, and failing that the Judicial Authority of the Court where the Supplier has its registered office will have sole jurisdiction; b) by the Judicial Authorities of a State other than the Italian state, the Judicial Authority of the Court where the Customer is domiciled will have exclusive territorial jurisdiction, if still located in the territory of the State where he/she was domiciled at the time of entering into the Agreement, and failing that, or if the Customer preferred to apply to the Italian Judicial Authority, the Court where the Supplier has its registered office will be exclusively competent.

## SECTION II – SPECIAL TERMS AND CONDITIONS FOR THE PROVISION OF THE "DOMAIN CENTER" SERVICE

This section contains the special terms and conditions governing the provision of the Domain Center Service if purchased by the Customer through the website [www.arubacloud.com](http://www.arubacloud.com).

It remains understood that, for the purposes of this Section II, any reference to the Service shall be understood as a reference to the Domain Center Service.

### 1. Definitions

**Provisions for the registration of .it domain names:** the document containing the contractual provisions produced by the ccTLD .it Registry, published at [www.cloud.it/termini-condizioni.aspx](http://www.cloud.it/termini-condizioni.aspx), which the Customer must accept and agree to comply with in the event of registering a domain name with ccTLD .it.

### 2. Term, renewal, transfer

**2.1** Subject to the provisions of Article 13.3 of Section I of the Conditions, the Service shall be provided for the period stated in the Order Form and shall be renewed according to the frequency indicated therein.

**2.2** If payment is made by any means other than Automatic Top-up, or in the other cases expressly set forth by Aruba, the Customer may renew the Service(s) for further periods of one year before the expiry date thereof - preferably at least 15 (fifteen) days before said date - by sending the respective request and making payment, in accordance with the procedures and time frames referred to in Article 4 of Section

I of the Conditions, of the amount stated in the Price List in force at the time of renewal.

Subject to the above, the Customer may renew the Service(s) in the same way even after expiry thereof, by recovering the registration of domain name(s) under the procedures set out in paragraph 3.11 below.

Once the renewal procedure has been completed as described above, the Service(s) shall be renewed for the time period requested, commencing from the expiry date even in the event that the renewal procedure is concluded after the normal expiry date.

**2.3** The Customer hereby expressly acknowledges and accepts that, unless he or she is otherwise notified by Aruba, the Contract shall be understood to be automatically terminated in the event of non-payment of the amount due for the renewal of the Service no later than 2 (two) days prior to the expiry date. This deadline shall be considered to be non-extendable and Aruba regards it as an essential provision in its interest, subject to the provisions in Articles 2.5, 2.6 and 2.7 below.

**2.4** Any renewals will take place in the order of expiry relating to each domain, subject to the Top-up or Credit running out; therefore, if the Automatic Top-up option is enabled, the Customer shall be exclusively responsible for verifying that, at the time of renewal, the Top-up or Credit is sufficient to cover the costs required for the said renewal transactions, thereby releasing Aruba, as of now, from any direct and indirect liability in this respect, including any claim by Third Parties.

**2.5** In the event that the Customer intends to transfer the domain name to another Provider/Maintainer before the expiry of the Domain Center Service, this shall be deemed to have been terminated at the end of the transfer process. Any refund from Aruba to the Customer for the time period during which the latter did not make use of the Domain Center Service shall remain expressly ruled out.

**2.6** If the Service is not renewed on the expiry date, and up to the actual removal of the domain name from the Register of the Competent Authority, the Customer hereby expressly authorises Aruba to link the domain name to a Web page containing advertising messages. In this case the registration data held in the Competent Authority's Whois Register will remain unchanged. The Customer declares that he/she shall not advance any requests or claims against Aruba regarding its actions under said authorisation.

**2.7** Subject to the above, the Customer hereby grants to Aruba, which hereby accepts, an express mandate (without powers of representation) to keep the registration of the domain name active in Aruba's name, but on the Customer's behalf, even after it has expired and until otherwise requested by that Customer, in exchange for a simple refund of the money paid by Aruba to keep the registration of the domain name active. In this regard, Aruba is hereby granted all powers necessary for that purpose, including powers to change the data relating to the holder of the domain name and/or to use the Auth Info code associated with said domain name. This mandate shall be deemed to have been correctly carried out even if the registration of the domain in question is

maintained in the name of another company in the Aruba Group. The Customer does not owe anything to Aruba for carrying out the mandate.

**2.8** Following the expiry date of the Service(s) and within the deadlines set by the individual Competent Authorities, as indicated on the website <http://kb.cloud.it/domain-center.aspx>, the Customer may recover the registration of the domain name or ask for it to be reassigned to him or her, in accordance with the procedures and the conditions indicated therein by Aruba, by paying the fee for all the services that he/she wishes to activate and any further amounts necessary for the recovery of the domain from the Competent Authority, as indicated on the website [www.cloud.it](http://www.cloud.it).

### 3. Aruba's limits of liability

**3.1** Aruba assumes an obligation of means and not ends; therefore the success of the registration request is subject to the acceptance by the Registration Authority responsible for the chosen domain extension.

**3.2** Domain names which appear to be available may not actually be so, since they may already be pending registration in favour of Third Parties but not yet included in the competent Registration Authority's database, therefore the Customer hereby releases Aruba from any and all liability and/or claim for damage compensation under such circumstances.

**3.3** Aruba may not be held responsible for errors of syntax and/or semantics contained in the data disclosed to it by the Customer.

**3.4** Aruba shall not be liable and may not be held accountable for the resolution of any disputes and/or objections arising regarding the assignment of a domain name, which shall be deemed to fall within the purview of the Judicial Authority and/or any other Authorities identified by the policy drawn up by the competent Registration Authority and subject to the related proceedings, the outcome of which may not in any way be imputed to Aruba which is henceforth released from any and all liability in that regard. Similarly, Aruba shall not be held liable for any changes made by the competent Authority to the registration procedures or the related Naming rules.

**3.5** The registration of a domain name does not determine the assignment of any rights for that name and Aruba is not obliged to know or check the existence of any rights (including, without limitation, copyrights, authors' rights, trademarks etc.) to the domain name whose registration or transfer is requested by the Customer, which hereby releases Aruba from any involvement and/or liability in that regard.

**3.6** The Customer acknowledges and accepts that, in the event of a dispute with Third Parties over the registered domain name, and/or the content of the website, Aruba reserves the right to terminate the Domain Center Service and/or to disable access thereto by the Customer and/or to remove all or part of the material in dispute, pending resolution of the dispute, it being understood that any reimbursement or compensation or liability of Aruba for the failure to use the Domain Center Service during the period of suspension and/or upon the removal of said material shall be expressly ruled out.

### 4. Customer's obligations and rights

**4.1.1** The Customer is required to check, within 15 (fifteen) days from the date of activation of the Domain Center Service, the accuracy of his/her data in the database of the competent Authority for the chosen extension; if, within that period, the Customer does not raise any objection as to the accuracy of his/her data, these will be deemed to be correct. The competent Authority shall, in any event and at all times, be entitled to check that the data and contact information stated by the Customer for the registration of the domain name (Registrant Details) are correct, also by requiring that they be confirmed directly by the latter via email and to suspend the domain name, in the event of the Customer's failure to respond by the given deadline.

**4.1.2** The competent Authority shall, without prejudice, in any event and at all times, be entitled to check that the data and contact information stated by the Customer for the registration of the domain name (Registrant Details) are correct, and that the requests for changes within the same context are legitimate (so-called *trade process*), also by requiring that they be confirmed directly by the Customer and/or the parties in question by email and to suspend the domain name or cancel the change made to it, if the Customer fails to respond by the given deadline.

**4.2** The Customer acknowledges and agrees that being granted a domain name does not confer any right to use the name and:

- a) acknowledges having the right to use and/or the legal availability of the domain name requested and not to harm, with this registration request and/or with the domain name chosen, the rights and/or interests of third parties;
- b) undertakes to use the Service solely for lawful purposes as permitted by the provisions of law applicable from time to time, by customs and habits, by diligence rules and in any case, without violating any rights of any third parties, thereby assuming all responsibility in this respect.

**4.3** The Customer agrees and undertakes to observe the provisions found in the documents indicated below, without reservations over their content, by declaring his/her acknowledgement of the following:

- a) the rules for the good use of network resources, contained in the document "Netiquette", published on the website of the Italian Naming Authority ([www.nic.it/en](http://www.nic.it/en)) on [www.nic.it/en/register-your-it/technical-standards-and-norms](http://www.nic.it/en/register-your-it/technical-standards-and-norms);
- b) the provisions contained in the Aruba Guides, on the website [support.aruba.it](http://support.aruba.it);
- c) the provisions contained in the policies prepared by the Registration Authorities responsible for the chosen domain extension, published on the relevant official sites such as for domain names with the .it extension, the Rules and Guidelines on ccTLD .it, published at the website <http://www.nic.it/>, for domain names with the .eu extension, published at the website [eurid.eu/it/](http://eurid.eu/it/), for domain names with an extension



other than .it and .eu, published at the website [www.opensrs.com](http://www.opensrs.com), including, but not limited to, those published at [https://opensrs.com/wp-content/uploads/Tucows\\_ExhibitA.html](https://opensrs.com/wp-content/uploads/Tucows_ExhibitA.html);

d) the UDRP policy and the ICANN Transfer Policy available at <http://www.icann.org/en/dndr/udrp/policy.htm> and <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> and the ".it" ccTLD Registration Policy, [www.nic.it/sites/default/files/docs/Linee\\_Guida\\_Risoluzione\\_Dispute\\_v3.1.pdf](http://www.nic.it/sites/default/files/docs/Linee_Guida_Risoluzione_Dispute_v3.1.pdf);

e) the documents provided by ICANN and published at the website <http://www.icann.org>, including, but not limited to, those published at [www.icann.org/resources/pages/responsibilities-2014-03-14-en](http://www.icann.org/resources/pages/responsibilities-2014-03-14-en), [www.icann.org/resources/pages/benefits-2013-09-16-en](http://www.icann.org/resources/pages/benefits-2013-09-16-en) and [www.icann.org/resources/pages/educational-2012-02-25-en](http://www.icann.org/resources/pages/educational-2012-02-25-en).

**4.4** Notwithstanding the above, any Customer with a ".gTLD" domain now for then authorizes OpenSRS/Tucows, ICANN's accredited Registrar, to validate and approve, in the Customer's interests, the relevant request to change the registrant, appointing OpenSRS/Tucows as "Designated Agent", pursuant to and for the purposes of the ICANN "Transfer Policy", available at [www.icann.org/resources/pages/transfer-policy-2016-06-01-en](http://www.icann.org/resources/pages/transfer-policy-2016-06-01-en) mentioned in art. 4.2 letter d) above.

## 5. Additional Services and Whois privacy

**5.1** The Customer may purchase one or more of the Additional Services specified on [www.arubacloud.com/domain-center/technology.aspx](http://www.arubacloud.com/domain-center/technology.aspx). The Customer acknowledges and agrees that the Additional Services shall be provided in accordance with the methods, terms and technical and financial conditions and with the payment methods specified on [www.arubacloud.com/domain-center/technology.aspx](http://www.arubacloud.com/domain-center/technology.aspx) to which full reference is hereby made and which the Customer declares having examined and accepted.

**5.2** It remains understood that, regardless of the time of their activation, the aforesaid Additional Services shall have the same expiry date as the Domain Center Service.

**5.3** The Customer hereby acknowledges and accepts that the registration of a domain name involves entering his/her personal data in a publicly accessible register kept at the Registration Authority responsible for the chosen extension, except in the event that the Customer:

a) has requested the blanking out of his or her personal data according to the procedures indicated by the ".it" ccTLD Registry at [www.nic.it](http://www.nic.it), for domain names with the .it extension;

a) has requested the blanking out of his or her personal data according to the procedures indicated by the ".it" ccTLD Registry at [www.nic.it](http://www.nic.it), for domain names with the .it extension;

b) has purchased the "whois privacy" Optional Service, in accordance with the procedures described and the conditions indicated at [www.cloud.it/domain-center/tecnica.aspx](http://www.cloud.it/domain-center/tecnica.aspx), and

has blanked out his or her personal data on the whois register of the Registration Authority responsible for domain names with an extension other than .it or .eu, provided that the extension chosen is among those available for the above-mentioned service and indicated at the website [www.cloud.it/domain-center/tecnica.aspx](http://www.cloud.it/domain-center/tecnica.aspx). It remains understood that Aruba in any event reserves the right to disclose such data, for the purpose of protecting its own rights and interests.

**5.4** In the absence of renewal of the Additional Service referred to in the previous paragraph 5.1, the Customer's personal data will be once again visible in the Whois register of the competent Registration Authority.

## 6. Changes to the financial terms of the Service

Subject to the provisions of Article 14 of Section I of the Conditions, amendments to the financial terms of the Services governed by a Contract already executed as of the date thereof shall apply as from the first renewal of the Service immediately subsequent to the amendments.