

General Terms and Conditions

Digital Certification Services

1. OBJECT

1. These Contract General Terms and Conditions - Digital Certification Services (hereafter "General Conditions") establish the methods and terms with which Azienda Zero, a body of the regional health service, endowed with legal personality under public law, established pursuant to the Regional Law of Veneto of October 25, 2016, n. 19, with registered office in Passaggio Gaudenzio n. 1 - Padua, with tax code / VAT number 05018720283, in the person of the legal representative pt, as "Trust Service Provider" (hereinafter referred to as "Certificator" or "TSP"), provides the Applicant (hereinafter referred to for brevity "Customer") Digital Certification Services (hereinafter referred to as "Services" for the sake of brevity).
2. In case of request for a subscription certificate, the Service has as its object the issuance, by Company Zero, of a qualified Certificate of electronic signature.
3. In case of request for an electronic seal certificate, the Service has as its object the issuance, by Company Zero, of a qualified Certificate of electronic seal.
4. In case of request for an authentication certificate, the Service has as its object

the issuance, by Company Zero, of an Authentication Certificate.

5. The contractual relationship between the Certifier and the subject in favor of which the Services are provided, are governed by current legislation (European Regulation No. 910/2014, Legislative Decree No. 82/2005 and ss.mm.ii. ("Code of Digital Administration" or "CAD"), DPCM 22.03.2013 and ss.mm.ii.) as well as the following contractual documentation (hereafter for the sake of brevity it calls "Contract"):
 - a) these Contract General Terms and Conditions- Digital Certification Services;
 - b) the Trust Services Request Form (hereinafter, "Module") which integrates a contractual proposal formulated to the Customer;
 - c) Receipt of acceptance of Qualified Certificates (hereinafter, "Receipt");
 - d) the Operational Manual - Certification Practice Statement / Certificate Policy (hereinafter referred to as "Manual");
 - e) the PKI Disclosure Statement (PDS) document corresponding to the requested certificate / service.
6. The Manual publications are available in electronic format on the Certifier's official website, at <https://azero.veneto.it/>, in electronic and paper format at the Agency for Digital Italy (<http://www.agid.gov.it/>), in paper format at each registration office "Registration Authority" (RA).

The Customer expressly accepts that the publications of documents made on the Certifier website are fully valid and relevant to all legal effects for the purpose of his knowledge of what is published.

2. DEFINITIONS

1. In the context of these Contract General Terms and Conditions, the terms used have the meaning indicated in the Manual.
2. In the event that the Applicant may also be qualified as the owner of the certificate, the latter assumes all the obligations and responsibilities envisaged for the Applicant in these General Terms and Conditions Contract, in the Manual and in the applicable legislation. In such cases, therefore, the term "Customer" shall be understood as referring also to the owner of the certificate.

3. CONCLUSION OF THE CONTRACT

1. The Customer acknowledges and accepts that the delivery of the Form to the R.A. of Zero Company implies acceptance of these General Terms and Conditions and of the Manual, which will have full binding force towards the Customer, regardless of the conclusion of the contract and subsequent issuance of the certificate.
2. The Contract is considered concluded with the issuance of the requested Certificate.

4. OBLIGATIONS OF THE CUSTOMER / OWNER

1. The obligations of the Customer are those indicated in the Manual, in the documents and provisions of the law referred to in it and in these General Terms and Conditions.
2. The Customer is aware that the signature certificate and the electronic seal allow the signing of documents relevant to all effects within the European Union and attributable to the owner and that the private key, is strictly personal and can not be for any reason given or given in use to third parties,

The Customer undertakes to:

- a) inquire about the regulatory, technical and economic conditions, the methods of use, the obligations and charges that regulate the Certification Service;
- b) communicate to the Certifier:
 - data, documents, correct and truthful information, for identification purposes;
 - the existence of any limitations in the use of the certification key pair (by way of example, powers of representation, limitations of powers, etc.), certified by appropriate documentation; promptly communicate any change in the information or data provided.

In this regard, the Customer acknowledges and agrees that, during the course of the contractual relationship, the Certifier reserves the

- right to ask him, at any time, to provide adequate documentary proof of his identity, his domicile or residence and the correctness of the data communicated when requesting the issuance of the Certificate or in any case during the contractual relationship;
- c) in case that the request concerns an electronic seal, there is the need to submit the appropriate documentation provided for in the Manual, concerning the legal person to be the owner of the seal and the one certifying the Customer's powers of representation with respect to legal entity;
- d) generate the subscription key pair (where provided by the corresponding issuance scenario) in safety and in compliance with the procedures indicated in the Manual;
- e) use the issued certificates or seals in compliance with the use described in the Operational Manual or in the "KeyUsage" section present in the same;
- f) if the Customer purchases the certificate for third parties, the owners of the Certificate have to inform them of the conditions and obligations applied to the Certification Services and communicate to them the request for issuing the certificate and send them a copy of this Contract, of the Manual and of the certificate issuing request;
- g) observe the utmost diligence in the use, storage and protection of authentication tools, including the private key, the digital Signature Device, the activation code associated with the digital certificate (PIN or alternative code), as well as the additional ones codes provided by the Certifier;
- h) take all appropriate measures to prevent damaging to others from the use of the asymmetric key system or digital signature;
- i) use the digital certificate in accordance to the indications in the Manual, in the Contract, on the company Zero's corporate website and in compliance with current legislation, morals and public order;
- j) ensure that the personal data communicated to the Certifier for the execution of the Contract are correct, up to date and truthful and allow verification of identity;
- k) guarantee, with reference to the data of third parties processed by him during the use of the Services, to have previously provided them with the information referred to in art. 13 EU Regulation 2016/679 and to have obtained the consent to the processing from the same;
- l) pay the fees for the provision of the Service (including the renewal of the certificate), based on the rates in force at the time of the request;
- m) protect the security of the private key, not communicating or disclosing to third parties the personal identification code (PIN or alternative code) of activation of the same, providing to enter it in ways

that do not allow the knowledge by other subjects and keeping it in a safe place;

- n) autonomously ensure compliance with the hardware and software requirements necessary for the correct use of the digital signature and, in particular, to adapt its hardware and software systems to the security measures required by current legislation;
- o) store and keep the emergency code (ERC) with the utmost diligence, not to communicate or disclose it to third parties and to keep it in a safe place;
- p) notify the Certifier, without reasonable delay, of the cases and reasons that determine the suspension and / or revocation of the certificate, according to the indications in the Manual;
- q) check the validity, suspension and revocation of the Certificate in use in the ways indicated in the Manual.

3. In case of violation of only one of the aforesaid obligations / commitments, the Certifier will have the right to intervene in the forms and ways deemed appropriate to eliminate, where possible, the violation and its effects, and to immediately suspend / deactivate without any notice, the Digital Signature Device eventually provided and / or revoke the issued certificates, also reserving the right to terminate the contract pursuant to the following art. 9. The sums paid by the Customer and / or the owner will be retained as compensation, except in any case the

compensation for the greater damage suffered.

5. CUSTOMER / OWNER RESPONSIBILITY

1. By committing to refrain from any violation of the systems and the security of networks that may give rise to civil and / or criminal liability, the Customer (and the Data Controller) acknowledges and accepts to:
 - a) be the only responsible for protecting the private key from damage, loss, disclosure, modification or unauthorized use;
 - b) be held as the only responsible in case of complaints, legal actions, administrative or judicial actions, losses or damages (including legal fees and others fees) arising from the illegal use of services by the Customer;
 - c) be held as the only responsible for the damages suffered / sustained by the Certifier and / or by third parties in the event of delayed activation by him of the procedures provided for in the Manual for revocation and / or suspension of the certificate;
 - d) be considered civilly and criminally responsible for all damages suffered and endured by the Certifier and / or by third parties for having made false statements and / or used false documentation and / or provided inaccurate and / or false information at the time of identification, in order to conceal one's real identity or falsely declare to be another subject, or

falsely declare the existence of powers of representation;

- e) be considered civilly and criminally responsible for all damages suffered and sustained by the Certifier and / or by third parties for having acted in such a way as to compromise the identification process and the relative results indicated in the certificate;
- f) indemnify and hold the Certified from any liability, expense, injury, claim, indemnity request or compensation for damages, direct or indirect, that may derive from claims or actions by third parties for which the Certifier is called to respond for the fact attributable to the Customer (which, by way of example and not exhaustively, the incorrect performance of the procedures described in the Manual) or resulting from the illegal use of the Services by the Customer;
- g) that, relating to the data of third parties that himself treated during the use of the Services, he is the independent Data Controller, assuming all the obligations and responsibilities related to it and relieving the Certifier from any objection, claim or other that it should come from such third parties with reference to the aforementioned processing hypotheses.

6. OBLIGATIONS OF THE CERTIFIER

1. Azienda Zero obligations are limited to those expressly indicated in the Manual, in the associated documents, in these Terms and Conditions, in the laws in force on the subject. Azienda Zero does not

assume any other further obligation than those provided for in these sources.

2. In case of positive outcome of the checks necessary for the issuance of the qualified certificate, Company Zero will issue the certificate requested by the Customer and / or the Owner, inform the latter of the issue, publish the certificate in the appropriate register, based on the provisions of the Manual.
3. Company Zero will revoke or suspend the certificate if one of the circumstances foreseen in the Manual occurs. However, the Certifier has the right to suspend / deactivate the certificate in case of tampering with the certification keys or if he believes that the Manual procedures have been violated. In case of revocation of the Certificate, for any reason provided by the Manual, the Customer is not entitled to the refund of the amount paid.
4. Azienda Zero will keep for 20 (twenty) years, in an appropriate non-modifiable digital archive, all the issued certificates in the ways provided for in the Operational Manual.

7. CERTIFICATOR LIABILITY LIMITATIONS

1. Azienda Zero liability limitations correspond to those indicated in the Manual, in the associated documents, in these General Terms and Conditions, in the laws in force on the matter.
2. In particular, Azienda Zero does not provide any guarantee:

a) in case of improper and / or incorrect use of the certificate or of the digital signature device, if any provided, with respect to the provisions of the Manual, the annexed documentation and the current legislation in force;

b) with regard to the correct functioning and security of the hardware and software equipment used by the Customer;

c) in relation to the regular and continuous operation of national and / or international power and telephone lines;

d) on the validity and relevance, even probative, of the Certificate or any message, document associated with it or packaged by the keys to which the Certificate refers towards subjects submitted to legislation different from that which governs the validity of the Certificate ;

e) on the secrecy and / or integrity of any message, document associated with the qualified certificate or packaged through the keys to which the certificate refers (in the sense that any violations of the latter are, normally, detectable by the Owner or by the recipient through the appropriate verification procedure).

3. Except in cases of willful misconduct or gross negligence, Uanataca will not be liable for any damages and / or delays due to

malfunctioning or blocking of the information system.

4. Under no circumstances shall Azienda Zero be held responsible for any direct or indirect damage suffered by anyone, including the Client / Owner:

a) caused by improper use of the Digital Signature Device, if any, provided, or by non-compliance with the rules and obligations described in these General Terms and Conditions, in the Manual;

b) deriving from the impossibility of the performance, the failure of networks or technical apparatus, reasons of force majeure, unforeseeable circumstances, catastrophic events (for example, but not limited to: fires, explosions, etc.);

c) of any nature and entity suffered by the Customer and / or by third parties caused by tampering or intervention on the digital signature device or on the equipment made by the Customer and / or by third parties not authorized by the Certifier.

5. With regard to the eIDAS Seal, the Customer acknowledges and accepts that Company Zero does not undertake any obligation to verify, following the issuance of the eIDAS Seal, the permanence of the requirements related to the legal entity that allowed it to be issued.

6. The Customer declares to have read and accepted the limitations of liability set out in the applicable Manual and of having read and accepted the limitations of liability set forth in the applicable Manual.

8. PERIOD OF THE CONTRACT

1. The duration of the Contract is equal to the duration of the Certificate indicated on the same, in the "validity" section.

2. Before the expiry of the Certificate, it is possible to request the renewal of the Certificate, according to the methods indicated in the Manual. This renewal implies, upon payment of the fees established for this service, the extension of the Contract until the expiry date of the renewed certificate or revocation of the same. The Customer acknowledges and accepts that with the activation of the renewed Certificate, the previous certificate will no longer be valid and usable. In no case may an expired or revoked Certificate be renewed.

9. TERMINATION OF THE CONTRACT

1. The revocation of the certificate involves the automatic termination of this Contract.

2. Pursuant to and for the effects of art. 1456 c.c., Azienda Zero has the right to terminate the present contract, if the Customer and / or the Owner violates, in whole or in part, the provisions set forth in art. 4, 5, 17 of these General Terms and Conditions or in case of non-compliance

with the provisions contained in the Operating Manual.

3. In the cases indicated above, the termination occurs by right through a unilateral declaration, that the Certifier will communicate to the Customer and / or Owner through a registered letter a.r., as a result of which the Certifier will be authorized to revoke the certificate without prior notice.
4. In the cases indicated above, the sums paid by the same will be retained as a penalty, except in any case the compensation of the greater damage, without being able to make any request for reimbursement, compensation and / or damages for the period in which he did not use the certificate.
5. The termination of the right mentioned above operates without prejudice to the other hypothesis of resolution provided by law.

10. WITHDRAWAL

1. Without prejudice to the cases of immediate resolution provided for by art. 9, the Certifier will have the right to withdraw from this contract at any time and without obligation to state reasons with 10 (ten) days notice sent by written communication to the addresses provided by the Customer and / or Owner and, consequently, revoke the certificate.
2. In this case, any and all refunds or compensations or responsibilities of the Certifier for the Customer's failure to use

the certificate in the remaining period, will be explicitly excluded.

3. In the event of withdrawal by the Owner and / or the Customer or revocation of the certificate, the compensation will be due and, if already paid, is entirely retained by Azienda Zero as payment for withdrawal.
4. In all cases of termination, termination of the effectiveness of the Contract or its dissolution, the effects produced by the Contract until such time will be saved.

11. CONTRACT AND MANUAL CHANGES

1. In the cases in which the Certifier modifies these General Terms and Conditions, such changes will be communicated, by PEC or other instrument chosen by the Company Zero, to the Customer and / or the Owner at least 30 (thirty) days before the application of these modifications.
2. The Customer and / or the Owner, in case of non-acceptance of the new conditions, may exercise the right to withdraw from the contract by sending a written communication by certified email (PEC) or by registered mail, before the date these amendments enter in force.
3. From the date of withdrawal, the Customer is obliged not to use the previously issued Signature Device.
4. In the absence of exercise of the withdrawal right by the Customer and / or Owner, in the terms and in the manner indicated above, the changes will be definitively known and accepted.

5. The Certifier reserves the right to make changes to the provisions of the Manual due to technical, legislative and managerial needs, which will be effective and binding towards the Customer and / or Controller from the moment of publication on the Certifier's institutional website.

12. PERSONAL DATA PROCESSING DISCLOSURE

1. For the purposes of performing the Services governed by the Contract, the Customer's identification data will be processed by Azienda Zero as "Owner" pursuant to Legislative Decree No. 196/2003 and Regulation (EU) 679/2016.
2. The methods and conditions relating to the processing of Customer's personal data are indicated in the informative note on the processing of personal data, published on the Certifier's website.
3. This processing will take place in compliance with the current legislation on the protection of personal data, with particular reference to Legislative Decree no. 196/03 and ss.mm.ii. and to the Reg. (EU) 2016/679.
4. The Customer and / or the Owner hereby give their consent so that the Certifier records and maintains for 20 (twenty) years the information collected with the registration and revocation, those relating to the identity and the attributes included in the certificate.

5. In the event of certification activity termination, the Customer and / or the Owner accepts that the data provided at the time of the request for the issuance of the certificate, may be disclosed to a substitute certifier or trust services provider or other subject identified for the fulfillment of what is required by applicable law.

13. COMMUNICATIONS

1. All communications to the Certifier, relating to this contractual relationship, and any complaints regarding the provision of the Service, must be sent by the Customer and / or the Data Controller to the addresses indicated on the Certification website [https:// azero.veneto.it/](https://azero.veneto.it/).
2. All communications to the Customer and / or the Data Controller relating to this contractual relationship may be made by the Certifier by hand, by e-mail, by registered letter a.r., ordinary mail or by fax to the addresses provided by the Customer.
3. Any changes in the Customer's addresses not communicated to the Certifier will not be opposable to them.

14. FINAL PROVISIONS

1. In no case may the contractual relationship between the Zero Company and the Customer, according to the provisions of these General Terms and Conditions, be understood as a relationship of mandate, company,

representation, collaboration or association or other similar or equivalent contracts.

2. Changes or additions to this Agreement will only be valid if specifically agreed in writing by all contractors.
3. Any ineffectiveness and / or total or partial invalidity of one or more provisions of the Contract will not determine the invalidity of the other provisions, which shall be considered valid and effective. The null or unenforceable provision will be interpreted as close as possible to the intent of the parties.

15. COMPETENT COURT

1. For any and all disputes concerning the interpretation, execution and termination of this Contract, the Court of Naples will be exclusively competent, with the exclusion of any other competent court.
2. In the event that the Customer and / or the Owner is a consumer, pursuant to art. 66 bis of the Consumer Code, the civil disputes concerning the Contract concluded by the consumer are due to the mandatory territorial jurisdiction of the judge of the place of residence or domicile of the consumer, if located on the territory of the Italian State.

16. APPLICABLE LAW

For what is not expressly provided for in these General Terms and Conditions, reference is made, to the extent compatible with it, to the Italian laws in

force at the time of conclusion of the contract.

provided for in the Contract or if the latter are not regularly performed and confirmed.

17. INTELLECTUAL PROPERTY

1. All rights of intellectual, industrial and other property and any rights related to the Certification Services and any other technological solution connected to them are and remain the property of Azienda Zero, unless the ownership of third parties is expressly indicated. All rights to use the Services and technological solutions connected to them are reserved to Azienda Zero.

2. The Owner and the Customer are allowed to use the Services only within the limits and under the conditions set out in the Contract and in the Manual.

18. CHARGES

1. The Customer is required to pay the fee for the provision of the Service established in the List or in Certifier Offer, based on the rates in force at the time of the certificate request.

2. Upon expiry, if the Certificate is renewed by the Customer, the latter will be required to pay the fee indicated in the price list in force at the time of renewal.

3. To all the amounts, possibly invoiced, the VAT will be applied which, together with any other tax burden deriving from the execution of the Contract, will be charged to the Customer.

4. The Customer cannot assert any right or raise exceptions of any kind, unless he has previously performed the payments