

General terms and conditions

Translation of cdgc_ildominio.pdf. The numbering and references of the Italian source are retained, including the repeated 8.4 and the absence of 18.1.

1. PARTIES TO THE CONTRACT

1.1. These General Terms and Conditions govern the relationship between the SUPPLIER, meaning the provider of the services covered by the contract, legally identified as MDS net S.r.l., based at Via F. Maggi, 50 - 20089 Quinto de Stampi, Rozzano (Milan), VAT number 11892610152, and the Customer, meaning the natural or legal person who placed the online order, identified by the information supplied when completing the registration details form on www.ildominio.it.

2. SUBJECT OF THE CONTRACT

2.1. This contract defines the terms and conditions under which MDS net S.r.l., on the basis of the Customer's Order and in return for the agreed payment, provides the internet services purchased through the online order form and described in greater detail on the relevant pages of www.ildominio.it. Those pages are incorporated in full into these General Terms and Conditions and describe the features of the offer and the services provided by the Supplier for the particular service selected by the Customer. Under no circumstances does the Customer acquire ownership of the assets required by MDS to provide the services (including, by way of example without limitation, storage space used to host websites) or of software licensed to the Customer or required by MDS to perform the contracted services.

3. FORMATION OF THE CONTRACT

3.1. The contract is formed upon receipt of confirmation that payment for the order has been made. If payment during the ordering procedure on www.ildominio.it fails for reasons attributable to the Customer, the Customer must pay within 8 days of completing the order, failing which the order will be cancelled.

3.2. By placing an order, the Customer declares that they are familiar with and expressly approve these General Terms and Conditions and the naming rules in force when the contract is concluded.

3.3. MDS net S.r.l. may refuse an order or activation of the requested service at its sole discretion, without giving rise to claims for compensation or damages. In the event of refusal, MDS net S.r.l. must notify the Customer and refund any payments received, without any further charges or obligations.

4. DURATION OF THE CONTRACT

4.1. The services covered by the Order are agreed for a period of 12 months, starting on the date of the order.

4.2. There is no automatic renewal. To renew for a further 12 months, the Customer must submit a renewal order to MDS Net s.r.l. together with payment.

4.3. If the Customer does not renew within the time and in the manner specified above, the services will be permanently discontinued.

5. PAYMENT METHODS

5.1. All payments are made in advance, with invoicing once the corresponding amount has been credited. Payment must be made no later than 10 days before the expiry of the service covered by the order. Payment after

that deadline constitutes a condition precedent to the effectiveness of the contract.

5.2. Prices specified in the Services section exclude VAT (22%).

5.3. When completing the order, the Customer accepts as the only payment methods those listed in the Payment Methods section of www.ildominio.it. All other forms of payment are excluded, particularly cash, except when paid directly at the MDS Group premises at Via F. Maggi, 50 - 20089 Quinto de Stampi, Rozzano (Milan).

5.4. MDS net S.r.l. accepts no responsibility for orders submitted or paid by methods other than those specified in this article. Such orders are not binding on the Supplier and do not entitle the Customer to refunds, damages or compensation of any kind.

6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

6.1. The Customer undertakes not to disclose information known to them about the activities of MDS Net s.r.l. or its other Customers, and to ensure that employees, collaborators and anyone else with access to the services maintain the same confidentiality.

6.2. The Customer undertakes to comply with Italian legislation on software protection, intellectual property, personal privacy and the use of third-party content, logos, trademarks and other property, and with the rules of conduct known as netiquette, appended to this contract and in any event contained in RFC 1855.

6.3. The Customer undertakes not to redistribute to third parties, on any basis, the service or product offered by www.ildominio.it.

6.4. The Customer must use the services or Products provided by MDS Net s.r.l. in the agreed manner, in accordance with their intended purpose and the legitimate rights of the parties (and, for products, in accordance with the licence).

6.5. The Customer must safeguard their assigned access credentials with the utmost care and not disclose them to third parties. The Customer is solely responsible for any activity carried out using the Service through credentials provided by MDS net S.r.l. The Customer undertakes to notify MDS net S.r.l. immediately upon becoming aware that passwords are no longer exclusively confidential.

6.6. The Customer is solely responsible for civil or criminal offences committed through their assigned account, including, without limitation, copyright infringement, unauthorised access to or damage to other systems, offences against honour or public morality, child sexual abuse material and other sexual offences, and breaches of Internet conduct rules. The Customer releases MDS net S.r.l. from liability for use of those accounts and indemnifies and holds it harmless against third-party claims arising from the Customer's conduct. The Customer alone is responsible for content present, published or disseminated on the web and assumes all resulting civil or criminal liability.

6.7. The User accepts the contents of connection LOG files on MDS net S.r.l. systems as valid legal evidence for resolving disputes of any kind.

6.8. The Customer undertakes to report any malfunction of services or products by registered letter with acknowledgement of receipt or by certified email (PEC), within no more than 8 days of the event, documenting any damage suffered, failing which the right to make the report is forfeited.

6.9. Complaints concerning services provided by MDS Net s.r.l. may be made only if the Customer is up to date with payments. Payment of fees and any other sums owed may not be suspended, delayed or split for any reason. The Customer must comply with payment deadlines and pay the entire contractual amount even if the service has not been provided or has been provided only in part. The Customer may pursue claims or raise defences separately after paying all fees in full.

6.10. The Customer may not use the logos, trademarks or distinctive signs of MDS Net s.r.l. or ilDominio.it in any form without express written authorisation from MDS Net s.r.l., which will also specify its duration. The use of third-party logos, trademarks and distinctive signs is likewise prohibited.

6.11. The Customer is strictly prohibited from publishing content or using the services for any activity directly or indirectly related to pornography, paedophilia, ideological or political extremism, dissemination of false information, sects, military or paramilitary organisations, computer piracy, or otherwise contrary to public morality and decency. In such cases, MDS Net s.r.l. reserves the right to discontinue services immediately without notice and notify the competent authorities.

7. SERVICES REQUESTED ON BEHALF OF THIRD PARTIES

7.1. When purchasing on behalf of third parties, the Customer: a) undertakes to communicate these contractual conditions to the end user and obtain their approval and compliance; for domain registration, the Customer must also communicate and ensure compliance with the technical registration rules and procedures. The ordering Customer remains solely responsible to MDS Net s.r.l. for failure to comply; b) declares and guarantees that orders will not infringe third-party rights, and in particular that domain registration requests concern names for which the registrant has expressly declared that they hold all rights; c) undertakes to keep their own and end users' information up to date and promptly notify MDS Net s.r.l. of changes; d) undertakes to ensure compliance with privacy laws and inform the end user, including about data to be communicated to the .it ccTLD Registry; e) undertakes to forward every service communication that MDS Net s.r.l. considers appropriate to send to the end user. The Customer is directly responsible to the end user and MDS Net s.r.l. for failing to forward this information. MDS Net s.r.l. may contact the domain holder directly only in the cases provided for and expressly requested by the .it ccTLD Registry.

7.2. The Customer guarantees that purchases or other activities carried out on behalf of end users occur only after receiving their instruction. The Customer is solely responsible for and undertakes to release MDS Net s.r.l. from every consequence of unauthorised purchases of IIDominio.it services or products on behalf of third parties. The Customer assumes all responsibility for orders placed through IIDominio.it and undertakes to indemnify and hold MDS net harmless against third-party claims relating to or connected with performance of this contract.

8. DOMAIN NAME SERVICES. REGISTRATION AND TRANSFER RULES AND PROCEDURES

8.1. The Customer acknowledges and accepts that MDS Net s.r.l. acts solely as intermediary with domain registration authorities, which determine the rules and procedures for domain registration and transfer. The Customer declares that they know and accept that registration and management of a domain name are subject to the Regulations for the assignment and management of domain names in the .it ccTLD and the Regulations for dispute resolution in the .it ccTLD.

8.2. The Customer acknowledges and accepts that requesting a service may require: i) holding certain rights; ii) being entitled to use or legally control the requested domain name and not infringing third-party rights by requesting its registration; iii) performing actions necessary to activate the order (including, without limitation, checking that the administrator's email address is active for .com registration, confirming consent to transfer within the times and in the manner stated in the registrar's email, or sending a Letter of Assumption of Responsibility for .it registration). Failure to comply may prevent completion of the order and activation of the service. In such cases, after thirty days from the order, MDS net S.r.l. reserves the right to refuse activation and retain the amount paid as a penalty.

8.3. The Customer is responsible for registration delays caused by failure to provide the required information or material in time.

8.4. For .it registrations, the Customer acknowledges and accepts that the data controller is CNR, through the Institute of Informatics and Telematics of CNR, Registro.it (<http://www.nic.it>); the processor is the Registrar managing the contractual relationship with the Registrant; the data protection officer (DPO) for Registro .it – IIT CNR can be contacted at rpdc@cnr.it.

8.4. MDS Net srl is not responsible for failure to register, loss of, or acquisition by third parties of the domain requested by the Customer.

9. HOSTING, CLOUD STORAGE AND VIRTUAL SERVER SERVICES

9.1. The Customer is solely responsible for data and content stored through the Services. The Customer must save documents, images and other data stored or accessible through the Services on their own computer and other storage devices. Although it uses the best storage technologies and acts with the utmost skill and diligence, MDS Net srl does not guarantee complete protection against damage, corruption or loss of stored or consulted content, or error-free and uninterrupted service. MDS Net s.r.l. is not responsible for loss, damage or corruption of Customer data; the Customer must maintain backup copies.

9.2. MDS Net s.r.l. will not consult user data except to the extent unavoidable for providing assistance with the Services under the law. MDS Net s.r.l. therefore accepts no liability for users' breaches of the Service terms and conditions.

9.3. The Customer may not store content or software contrary to law, public order or decency, or used to commit civil, criminal or administrative offences. MDS Net s.r.l. will cooperate with judicial authorities lawfully authorised to consult data stored on its servers. It reserves the right to delete data considered unlawful under the preceding paragraph, suspend or discontinue Services, or terminate the contract under article 13 below.

10. F-SECURE SERVICES

10.1. For data protection services, MDS Net s.r.l. uses the best available technologies and software, acting with the utmost diligence and keeping its systems updated. It cannot guarantee absolute protection of the Customer's systems and data. The Customer must make their own backups and take all appropriate precautions to prevent unauthorised access to their IT systems and the theft or loss of data.

11. SUPPLIER OBLIGATIONS

11.1. MDS Net s.r.l. provides the services listed in the order form at the times and in the manner specified there and in accordance with these General Terms and Conditions.

11.2. MDS net S.r.l. is not responsible for failure, partial failure or incomplete provision of services resulting from unforeseen events, force majeure or third-party acts, including, without limitation, electricity, telephone or data transmission outages; strikes, uprisings, epidemics, public authority measures, earthquakes, floods, inundations, theft, robbery or other offences against MDS Net s.r.l.

11.3. Services are provided 24 hours a day, 7 days a week throughout the calendar year, except during suspension for routine or extraordinary maintenance of technological infrastructure. MDS net S.r.l. will publish the dates and duration of planned suspensions on its website in advance. The Customer must keep informed about possible suspensions.

11.4. MDS Net S.r.l. guarantees a traffic allowance of 1 GB/month. Above that threshold, it reserves the right to charge additional fees for excess traffic at the rates published on its website.

11.5. MDS Net S.r.l. states that incoming email connectivity may be limited through the use of blacklists selected at the service managers' discretion.

12. DELETION OF DATA AT THE END OF THE CONTRACT

12.1. The Customer acknowledges and accepts that, at the end of the contract, MDS Net s.r.l. will delete Customer data from its servers without prior notice. Before termination, the Customer must download their data to their own IT systems. MDS Net s.r.l. is in no way responsible for deletion after the Contract expires.

13. TERMINATION. EXPRESS TERMINATION CLAUSE

13.1. MDS net S.r.l. may terminate the contract and immediately cease Services, notifying the Customer by registered letter with acknowledgement of receipt or certified email (PEC), in the following cases: i) failure to pay agreed amounts by the deadlines, or unpaid amounts reported by the Customer's bank or credit card company; ii) failure to comply with one or more provisions of article 6; iii) breaches of software protection, intellectual property, privacy rules or netiquette principles.

13.2. On termination, MDS net S.r.l. reserves the right to extend its effects to other separate contractual relationships in force with the Customer.

14. WITHDRAWAL BY MDS NET SRL

14.1. MDS net S.r.l. reserves the right to withdraw from the Contract following management problems, refunding the fees for the remaining unused period. In such cases, it may interrupt service while simultaneously notifying the Customer by telegram.

14.2. In any event, MDS Net s.r.l. may withdraw from all contracts with the Customer without notice or payment, refund, indemnity or compensation if one contract has been terminated for Customer breach under article 13 above or articles 1453 et seq. of the Italian Civil Code.

15. LIMITATIONS OF LIABILITY

15.1. MDS Net s.r.l. does not guarantee proper service operation during maintenance. The Customer is responsible for content present and published on websites, regardless of ownership or who designed, developed, created or technically maintains the service. MDS net S.r.l. is not responsible for disruptions caused by the Customer, for example through changes to service destination addresses, changes to installations or upgrades. If changes require direct or indirect intervention by MDS net S.r.l., it reserves the right to decide whether, how and when to intervene and charge all resulting additional costs to the Customer.

16. COMMUNICATIONS TO THE CUSTOMER

16.1. Communications concerning this contract and its services will be in writing, sent by email, registered letter with acknowledgement of receipt, fax or telegram to the addresses supplied by the Customer in the registration details form on www.ildominio.it. The Customer must notify changes to contact details and check their accuracy. Otherwise communications will be considered received, including for the purposes of article 1335 of the Italian Civil Code.

17. PRIVACY NOTICE

17.1. Personal data supplied by the Customer or otherwise acquired in MDS Net s.r.l.'s activities may be processed using its IT system or without electronic means, in compliance with the legislation cited above, for the company's purposes, particularly: performing a service or one or more agreed contractual operations; fulfilling legal or regulatory obligations; and protecting MDS net's rights in court. Providing Customer data is strictly instrumental to performance of the contractual relationship.

17.2. The data controller under article 13 of Legislative Decree 196 of 30 June 2003 is MDS net Srl, represented by its legal representative in office. Data will be kept at Via F. Maggi 50, Quinto De Stampi, Rozzano (Milan), for the legally prescribed period. Data supplied or acquired in the company's activities may also be processed by persons authorised to access personal data under legislation or secondary or EU rules.

17.3. The Customer may exercise the rights referred to in article 13 of Legislative Decree 196 of 30 June 2003 in relation to processing by MDS net.

18. FINAL PROVISIONS. JURISDICTION

18.2. Any agreement or amendment to the contract must be in writing, failing which it is void.

18.3. Disputes concerning interpretation or validity of these General Terms and Conditions, performance of the Contract, Customer or MDS Net s.r.l. responsibilities, or payment of contractual fees are subject to the exclusive jurisdiction of the courts of Milan.

APPENDIX. NETIQUETTE — INTERNET ETHICS

Internet users, particularly Usenet news readers, have developed traditional principles of good conduct collectively known as netiquette. A brief outline follows. Read a new newsgroup's messages for at least two weeks before posting your own. Keep messages concise and describe the issue clearly and directly. Stay on topic. When replying, quote the relevant parts of the original message to help readers who have not seen it. Do not wage wars of opinion through messages and counter-messages; resolve personal disagreements by email. Never publish email contents without the author's express permission. Do not post foolish messages or messages merely taking sides in a dispute. Read the FAQ before posting new messages. Do not send unsolicited published messages by email. Do not be intolerant of grammatical or syntactic mistakes; writers should nevertheless improve their language so that others can understand it.

Further common-sense principles supplement these rules, which mainly concern Usenet. Many people use the Internet for work and have no time for pointless, frivolous personal messages of no general interest. Activities increasing network traffic, such as transferring large archives, reduce overall performance; perform them outside peak working hours (for example at night), taking time zones into account. The MDS net node mirrors a significant amount of software normally held by other Internet nodes: if a file is available locally, there is no reason to download it over the network, unnecessarily occupying the line and taking longer. Software on the network may be subject to patents or usage restrictions. Always read its accompanying documentation carefully before using, modifying or redistributing it in any form. Clearly improper conduct, such as breaching network file and computer security, violating others' privacy by reading or intercepting their email, or impairing networks and devices with specially created programs (viruses, trojans, etc.), constitutes electronic crime punishable by law.

PRIVACY — APPENDIX

Personal data supplied by the Customer or otherwise acquired in our activities may be processed using MDS Net s.r.l.'s IT system or without electronic means, in compliance with the legislation cited above, for the company's purposes, particularly: performing a service or one or more agreed contractual operations; fulfilling legal or regulatory obligations; and protecting MDS net's rights in court. Providing your data to MDS net is strictly instrumental to performance of the contractual relationship.

The Customer may exercise the rights under article 13 of Legislative Decree 196 of 30 June 2003 in relation to processing by MDS net. The data controller under that article is MDS net Srl, represented by its legal representative in office. Data will be kept at Via F. Maggi 50, Quinto De Stampi, Rozzano (Milan), for the legally prescribed period. Data supplied or acquired in our activities may also be processed by persons authorised to access it under legislation or secondary or EU rules.