

General conditions of service

This agreement consists of the translation of an Italian agreement and is thus entirely governed by Italian law. The Court of Florence shall have sole jurisdiction over any dispute that might arise between the Parties in regard to this agreement. In the case of agreement signed with a Consumer, shall have jurisdiction the Court where the Customer is domiciled or resident

1 - SERVICES AND CONCLUSION OF AGREEMENTS: These General Conditions of Service ("GCS"), together with the additional terms and conditions contained in the Service Orders ("SO"), regulate the supply to customers ("Customer/s") of the services offered by Register.it S.p.A., registered office in Firenze, Viale Giovine Italia n. 17 ("Register.it"). VAT Registration no. 02826010163. The agreements between Register.it and the Customer in regard to the individual Services are considered concluded at the time Register.it receives payment of the Consideration for the Services.

2 - TERM AND RIGHT OF WITHDRAWAL: these GCS have an indefinite term, unlike the agreements for the individual Services, whose term will be indicated in the relative SO. **SPECIAL NOTICE FOR CONSUMERS:** a Customer who is a natural person and requests the provision of a service for purposes not connected with his/her own professional activity ("Consumer") will have the right to withdraw freely from these GCS and/or an individual SO within ten business days after the conclusion of the relative agreement, pursuant to and in accordance with Article 5.1 Legislative Decree 185/1999. Withdrawal must be exercised in writing, by means of a registered letter mailed with return receipt to Register.it S.p.A., Via A. Ponti 6, 24126 Bergamo. The notice may also be sent by fax or e-mail, provided that it is confirmed within 48 hours by registered mail with return receipt. Following withdrawal by the Customer in accordance with the foregoing conditions and within 30 days after the date of withdrawal, Register.it will credit the Customer for the amounts that he/she might have paid. The complete text of Legislative Decree 185/1999 can be consulted at [this link](#). The Customer takes note that the right of withdrawal envisaged at Article 5 of Legislative Decree 185/1999 cannot be exercised in connection with the service supply agreements whose performance started prior to the expiration of the aforementioned ten-day term or if the Customer is not a Consumer. By way of example, the Customer takes note that start of the procedure for registration of a domain name, such as the activation of electronic mail boxes, is equivalent to the "supply of service" envisaged in Article 5 Legislative Decree 185/1999. The Customer is always free to withdraw from an SO in conformity with the conditions indicated hereinabove. The Client, as provided by the current laws, will be free to withdraw from each SO at any time by sending a return slip-included 30 days notice to Register.it S.p.A., Via A. Ponti 6, 24126 Bergamo. The Customer agrees that his/her withdrawal from these GCS will not be enforceable if a contractual relationship involving an SO is pending between the Customer and Register.it. Therefore, if the Customer wishes to withdraw from these GCS, he/she must first or simultaneously withdraw, when possible, from any SO that are pending at the time notice of the withdrawal is served.

3 - REQUEST FOR SERVICES ON BEHALF OF OTHERS: If a request is made on behalf of others (end customers) by the Customer (or, for the purposes of this article, the Reseller) who offers, even for free, Register.it services, the Customer he/she/itself shall comply with the following conditions:

- a) the Reseller undertakes to approve and enforce compliance by its end customers of the obligations envisaged in these GCS and in the SO relative to the requested service AS WELL AS THE ICANN POLICY relative to the TLD under the responsibility of Icann itself (<http://www.icann.org/registrars/ra-agreement-17may01.htm>). For domain name registration requests, the Reseller undertakes to disclose and enforce compliance with the Registration rules and technical procedures as well. Furthermore, the Reseller undertakes to disclose to and enforce compliance by the end customer with the obligations envisaged in Article 7 of this agreement. Nevertheless, the Reseller remains exclusively liable vis-à-vis Register.it for the consequences envisaged in Article 7, with the Reseller bearing the burden of any recoupment from the end customer.
- b) The Reseller hereby undertakes and warrants that the end customers will enter into an appropriate agreement in relation to each Order. The Customer hereby represents and warrants that the Orders will not violate the rights of others and, in particular, in the case of a domain name registration request, that the requests will be for the Domain Names for which the registering end customer has expressly certified as being fully entitled to.
- c) The Reseller undertakes to update both its own data and those of its end customers, promptly notifying Register.it of any possible update.
- d) The Reseller undertakes to guarantee compliance with privacy laws, provide disclosure thereof to the assignee of the domain name, including the data to be communicated to the Authority.
- e) The Reseller undertakes to send to its own customer every service notice that Register.it decides to communicate. The Reseller shall be directly liable towards the end customer and to Register.it if it fails to send the information envisaged at this point. Only in the cases envisaged by the Registration Authority and expressly requested by the same may Register.it directly contact the end customers for the transmission of information; this information shall not be of a commercial nature. The Reseller warrants that the purchases made on behalf of others who are end customers or, regardless, all the

activities performed by the Reseller on behalf of the end customers shall be performed solely and exclusively after the end customer has granted a mandate for purchase of the service. The Reseller shall be exclusively responsible, and in this sense promises to indemnify Register.it, for any consequence deriving from purchase of services and/or products of Register.it not authorized by the end customer. The Reseller assumes full responsibility for the Orders sent to Register.it and undertakes to indemnify and hold harmless Register.it, the other companies of the DADA Group, and the assistants of Register.it against any third-party claim regarding and in any way connected with performance of the Agreement and/or violation by the Reseller or Registrant of the obligations, representations, and warranties envisaged in this agreement.

4 - TRIAL SERVICES: Register.it offers its Clients trial services for the duration and according to the modalities provided by Register.it website and/or Control Panel. According to the services offered and at its own discretion, Register.it will request the clients' credit card number as a payment of the trial services at the end of the free trial period. The service will be considered purchased for one year by the Client at the end of the trial, in the case the Client, upon request of Register.it, released his/her credit card number, and did not manifest his/her intention of not purchasing the product at least thirty days before the expiration of the free trial period. In this case, Register.it will debit the amount due for the purchase of the service to the Client's credit card. In the case Register.it did not request the client's credit card number at the moment of activation, the service will be considered expired at the end of the trial, and the Client will be able to purchase the service for the duration of one year by manifesting his/her intention of doing it. It is understood that, in the case of trial activation of the products, the Client will still respect the conditions set by the ODS for the single services.

5 - REGISTRATION PROCEDURE - USER ID AND PASSWORD: In the course of completing the Service registration procedures, the Customer undertakes to provide his/her personal data accurately and truthfully. Given that the service registration procedure can only be completed over the Internet, the Client, as indicated on Register.it website, will be free to decide whether to communicate his/her data over the phone to an Operator rather than via the Internet. In this case, the Client undertakes to follow the instructions given by the Operator beside the guided procedure he/she will find online. After communicating his/her data over the phone to the operator, the Client will be given access to a web page located on a secure server where he/she will find the data given to the operator over the phone. The Client undertakes to check this data before confirming registration. Confirmation will have to be communicated to Register.it within 10 solar days. In the case confirmation was not communicated within the indicated time, Register.it will not be held liable towards the Client. Confirmation will exempt Register.it from any liability regarding the data provided by the client. In both cases the Client undertakes to immediately inform Register.it of any change in the personal data whenever they are communicated. If the Customer communicates inexact or incomplete data, Register.it reserves the right not to activate and/or suspend the service until the Customer rectifies these errors. Register.it reserves this right even in the case where the competent bodies (e.g. banks or credit card holders) contest the payments made by the Customer. Upon the first request for activation of a Service by the Customer, Register.it will assign him/her a User ID and Password. The Customer recognizes that these User ID's and Passwords constitute the system for validation of Customer access to the Services. The Parties recognize and agree that these User ID's and Passwords constitute the only adequate means for identifying the Customer when he/she accesses the Services. Therefore, the Customer agrees that all acts performed through use of the aforementioned User ID and Password shall be attributed to him/her and shall be binding on him/her. The Customer recognizes that he/she has sole and exclusive responsibility for the acts performed through use of his/her User ID and Password, and promises to keep them secret, safeguard them with due care and diligence, and not to provide them to others, even on a temporary basis. In any event, the Customer accepts that the information system and/or online system records compiled by Register.it and/or its suppliers, can be presented and used against him/her for all investigative purposes before any competent Authority pursuant to and in accordance with these GCS and that, in particular, the parties may establish appropriate civil evidence on this basis regarding the existence of relationships and/or acts that might be challenged.

6 - NATURE OF THE SERVICES - CONSIDERATION AND PAYMENTS: The nature and type of Services provided by Register.it to the Customer are described in the individual SO that he will accept. The Consideration for the Services and the terms and conditions for payment of the Consideration are those established in the SO or in the accompanying offers. If not expressly indicated, all Consideration is to be considered as not inclusive of V.A.T. Payment of the consideration for the requested Service must be made by credit card, by filling out the payment form during the registration procedure. Following online payment, Register.it will send the appropriate payment invoice to the address indicated in the customer registration information. For automatically renewable services, the Customer takes note that in the event of renewal, the published list price in effect on the renewal date shall be charged. All taxes deriving from use of the Services by the Customer shall be paid exclusively by him/her. If payment is made late, Register.it will have the right to suspend provision of the Services, pursuant to and in accordance with Section 1460 Italian Civil Code, and the Customer, without having to be placed in default, shall be required to pay late interest at the legal interest rate plus 5 percentage points, without prejudice to the right of Register.it to indemnification for any greater damages. Register.it reserves the right, after serving notice in the form of announcements on the site www.register.it, to send invoices in electronic format to the

e-mail address provided at the time of purchase. Therefore, the Customer shall have exclusive responsibility for informing Register.it of any change in the e-mail address communicated.

7 - AMENDMENTS TO THE GCS AND/OR SO: Register.it reserves the right to amend these GCS and the terms and conditions of the SO, with communication to the Customer at least 30 days in advance via e-mail. The Customer agrees that this notice can also be served through the General Notices to Users published on the site of Register.it. In the event of amendments that result in a significant reduction in the services provided, the Customer will have the right to withdraw from an SO or the GCS applicable at that time by sending the relative notice to Register.it in accordance with the same 30-day deadline envisaged in the preceding paragraph. If said deadline expires without response, the amendments shall be considered accepted by the Customer and fully binding on him/her.

8 - USE OF THE SERVICES AND CUSTOMER LIABILITY: The Customer undertakes to use his/her best efforts to comply with the provisions and commitments pursuant to these general conditions and services conditions and in order to respect, in case of services offered by Register.it in a shared manner, the services quality, stability and security even with regard to the utilization of the other Customers. In the event there will be important reasons indicating that the Customer utilization could compromise the quality, stability and security of the services offered in shared manner, Register.it is entitled to interrupt the service supply with a, also via email, 48 hour prior written notice. The Customer furthermore undertakes not to use the Services for illegal purposes, and not to violate any applicable national and international norms or regulations in any way. The Customer also undertakes to comply with the rules of Netiquette available at the address <http://www.nic.it/NA/netiquette.txt>. In particular, the Customer undertakes not to introduce and not to have others introduce content in violation of privacy, copyright and intellectual property rights, or pornographic, blasphemous, or offensive content, or content that can either harm or endanger the image of others or Register.it in any way. The Customer also promises not to commit acts of computer crime through his/her Internet access. The Customer warrants that he/she will not engage in spamming - i.e. the transmission via e-mail of unauthorized communications that are not requested and/or not solicited by the recipients. Register.it reminds the Customer that this practice is prohibited not only by Netiquette rules but also by D.Lgs 196/03 in protection of privacy. Register.it also emphasizes that it will consider the Customer liable even if the illegal spamming activity is carried out through e-mail addresses other than those acquired from Register.it and also indirectly involves a Register.it Service or directly involves the technical structure of Register.it (e.g. unauthorized promotion of an Internet site hosted at Register.it). Register.it reserves the right to suspend the Service immediately if, in its final opinion or upon report by others, it believes that the Customer engages in activities in violation of the obligations envisaged in this contract. In this case, the Customer, either upon being informed by Register.it via e-mail or otherwise, must immediately eliminate the causes for complaint or furnish adequate documentation proving his/her full compliance with the applicable norms governing his/her activity. If it does not receive an immediate reply, Register.it will have the right to cancel the agreement immediately, without prejudice to its right to full payment of the consideration and right of Register.it to take action for full indemnification of the damages that it might have sustained. The Customer recognizes that he/she is solely and exclusively responsible for the activities performed through the Service or directly or indirectly attributable to him/her, even in the case where the Customer has signed an SO on behalf of others authorized by him/her to use the Service, and in particular that he/she is responsible for the content and communications that are entered, published, diffused, and transmitted on or through the Services. Therefore, Register.it cannot be considered liable in any way for criminal, civil, and administrative wrongdoing committed by the Customer through the Service. The Customer undertakes to indemnify and, in any event, hold Register.it harmless against any action, complaint, claim, cost, or expense, including reasonable legal fees, that it might sustain due to failure by the Customer to respect his/her assumed obligations and the warranties offered upon acceptance of these GCS or an SO and, regardless, connected with use of the Services by the Customer.

9 - COMMUNICATION BETWEEN THE PARTIES: Except as expressly envisaged otherwise, the Parties agree to use electronic mail to send the notices that are required or to be served pursuant to these GCS and/or the individual SO.

10 - INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS: Register.it remains the sole holder of property rights and rights to economic exploitation of inventions and programs (including software, documentation and written programs, studies, etc.) and whatever else was prepared, realized, or developed by means of the Services acquired through the individual SO by the Customer, who is granted only a limited, non-transferable user right thereof.

11 - LIMITATIONS OF LIABILITY OF REGISTER.IT: Register.it undertakes to use the best technology that it is aware of and the best resources at its disposition to provide the Services covered by the individual SO. The Customer agrees that Register.it cannot in any case be held liable in any case for delays or malfunctions in provision of the Services depending on events falling outside of the reasonable control of Register.it, such as, for example: (i) events of force majeure; (ii) events depending on the acts of others, such as, for example, interruption or

malfunction of the services of telecommunication operators and/or electric power lines or acts or omissions by the competent Registration Authorities; (iii) malfunction of the terminals or other systems of communication used by the Customer. If the Service is interrupted, Register.it undertakes to restore the Service as quickly as possible. The Customer also agrees that Register.it may not be held liable for acts or omissions committed by the Customer and in conflict with the obligations assumed by the latter pursuant to these GCS or an SO, just as it cannot be held liable for malfunctions deriving from defects in the means necessary for access, improper use thereof, and/or the procedures for access to the service by the Customer or others. Register.it cannot be held liable in any way vis-à-vis the Customer or others for loss of profit, lost earnings, or any other form of loss of anticipated profits or indirect and consequential damage connected with performance of these GCS or each individual SO. The customer agrees that the Services may be suspended, cancelled or transferred on request of the Authority to which the Services are subject.

12 - EXPRESS CANCELLATION CLAUSE: Register.it may cancel these GCS and each SO, pursuant to and in accordance with Section 1456 Italian Civil Code if the Customer fails to comply with the provisions of Articles 4, 5, and 7 of these GCS, without prejudice to the right of Register.it to payment of the consideration accrued in its favor at the date of cancellation and indemnification of damages.

13 - GOVERNING LAW AND COURT OF JURISDICTION: This Agreement is governed by the laws of the Republic of Italy. The Court of Florence shall have exclusive jurisdiction in any controversy involving or deriving from this Agreement or its performance. In the case of an agreement made with a Consumer, the Court where the Customer is domiciled or resident shall have jurisdiction.