

# General conditions of service of Register

These General Terms and Conditions of Service of Register, together with the documents referred to below, govern the provision of the Services (hereinafter also "Service(s)") offered by Register Società per Azioni with registered office in Florence Viale della Giovine Italia n. 17 (Italy), fiscal code and VAT number 04628270482 (hereinafter also "Register" or the "Company") to Customers (hereinafter also "Customer(s)" or "Billing"). Register and the Customer are each hereinafter referred to individually as a "Party" and collectively as the "Parties".

## Art. 1. Contractual documents

1.1 The following documents form an integral and substantial part of the contract (hereinafter the "Contract") between Register and the Customer:

- a) Order Form or Activation Request (hereinafter also "Order");
- b) Service Order (hereinafter also "SO"), containing the specific terms and conditions of the individual Service requested by the Customer (published on <https://www.register.it/company/legal/?lang=en>);
- c) General Terms and Conditions of Service (hereinafter also "GTC") (published at <https://www.register.it/company/legal/condizioni-general.html?lang=en>);
- d) Register's Privacy Policy (published at <https://www.register.it/company/legal/informativa-privacy/?lang=en>);
- e) Product Sheets, the web pages of Register available at [www.register.it](http://www.register.it) (hereinafter also "Website") or the information material brought to the knowledge of the Customer that describes the functionalities, costs and characteristics of the products and services offered to Customers by Register.
- f) Personal Data Processing Agreement (published [https://www.register.it/wp-content/uploads/3\\_2021\\_09\\_23\\_Personal-Data-Processing-Agreement\\_Register\\_online\\_3.pdf](https://www.register.it/wp-content/uploads/3_2021_09_23_Personal-Data-Processing-Agreement_Register_online_3.pdf));
- g) Regulations and Conditions for Promotional Offers of Register (hereinafter also "Regulations for Offers") (published at <https://www.register.it/assistenza/offerte/>).

1.2 In the event of a conflict between these GTC and the individual SO, the latter shall prevail.

1.3 If the Customer requests the activation of Services on behalf of third parties or Trial Services, the provisions contained in Section I ("Provisions for the request for Services by the Customer on behalf of third parties") and/or Section II ("Provisions for Trial Services") of these GTC, of which they form an integral and substantial part, shall apply, respectively.

1.4 Where the Customer requests the activation of Online Brand Protection Services or where Register accepts the Customer's membership in the Register Business Partner program, respectively, the "Agreement for the provision of the Online Brand Protection Service of Register S.p.A." and the "Business Partner Agreement" shall apply. In the event of a conflict between these GTC and the "Agreement for the provision of the Online Brand Protection Service of Register S.p.A.", the latter shall prevail; in the event of a conflict between the GTC and the "Business Partner Agreement", the latter shall prevail.

1.5 The languages available to conclude the Contract are Italian and English. In the event of a conflict, the Italian language text shall prevail over the English language text.

## Art. 2. Conclusion of the Contract

2.1 The Contract with the Customer is concluded upon receipt of the Order correctly filled in and sent by the Customer to Register, together with payment of the fee for the Services requested,

unless otherwise provided for in these GTC or in the SO relating to the Services themselves.

2.2 The Customer, once registered on the Website according to the following Art. 3 (Registration procedure - User ID and Password), can purchase the products and services of Register described in the Product Sheets, adding the products and services of his or her interest to the cart, completing the Order in electronic format and sending it to Register as described below. In the shopping cart, the Customer can view the selected products and services, including the cost of each of these, the total cost of the Order and the contractual conditions applied to the products and services. Before submitting the Order to Register, the Customer can add or delete products in the cart, correct any errors in the data entry, go back to the previous page or continue with the purchase.

2.3 The Customer shall confirm that he/she has read and accepted the contractual documentation, and indicate or confirm a billing address and choose a payment method from those made available by Register. The Customer acknowledges and accepts that the log files of Register stored in accordance with the law constitute full evidence of the Customer's consent to the conclusion of the Contract.

2.4 Upon receipt of the Order, Register shall send the Customer an order confirmation, containing a summary of all information relating to the products and services purchased. Register will issue an appropriate invoice for the products and services purchased.

2.5 Insofar as they are expressly referred to in these GTC or are mandatory conditions, the provisions of the Consumer Code and Legislative Decree no. 70/2003 on electronic commerce apply to any purchases of products and services by the Customer.

### Art. 3. Registration and purchase procedures - User ID and Password.

3.1 Before making a purchase, the Customer must register on the Website by creating a personal account with Register, i.e. with the use of an User ID and Password (hereinafter also "Authentication Credentials"), following the instructions given at this link <https://controlpanel.register.it/registration.html>. Alternatively, the Customer can register on the Website directly during the purchase process. When completing the registration procedure and the purchase of Services, the Customer undertakes to provide the requested data, whether personal or not, in a correct and truthful manner.

3.2 The registration procedure for the Services is completed electronically. The Customer may only choose to communicate his/her data by telephone to a Register operator, instead of electronically, in those cases permitted by Register. In the latter case, the Customer undertakes to follow the instructions of the Register operator, as well as the procedure indicated on Register's Website. After having communicated the necessary registration data to the operator by telephone, the Customer will be given access to a web page hosted on a secure server where the data communicated to and entered by the Register operator will be published and it is the Customer's responsibility to verify this data before confirming the registration. The confirmation must be communicated to Register within 10 (ten) calendar days, after which, in the absence of confirmation, Register will be released from any contractual obligations to the Customer. The confirmation shall in any case release Register from any liability regarding the data provided by the Customer.

3.3 In all cases - whether by electronic or telephone registration - the Customer undertakes to inform Register within 5 (five) working days of any changes in the data communicated at any time. If the Customer communicates inaccurate or incomplete data, Register has the right not to activate and/or suspend the Services until the Customer rectifies such shortcomings. Register reserves the right to do the same also in the event that competent authorities (e.g. banks or credit card holders) contest the payments made by the Customer to Register.

3.4 When the Customer activates the Service, Register will assign him/her a User ID and Password. The Customer acknowledges that these User IDs and Passwords constitute the validation system for

the Customer's access to the Services. The Parties acknowledge and agree that the Customer's User ID and Password are the only means of identifying the Customer when accessing the Services. The Customer therefore acknowledges and agrees that all acts performed using the aforementioned User ID and Password shall be attributed to him/her and shall be binding on him/her. The Customer acknowledges that he/she is solely and exclusively responsible for the acts performed using his/her User ID and Password and undertakes to keep them secret and to guard them with due care and diligence and not to pass them on, even temporarily, to third parties.

3.5 In any case, the Customer accepts that the computer and/or electronic recordings made by Register and/or its suppliers may be challenged and used before any competent authority for all evidential purposes pursuant to and for the purposes of these GTC and that, in particular, the parties may use them as the basis for suitable evidence regarding the existence of the reports and/or acts that are the subject of any dispute.

#### Art. 4. Nature of Services, fees and payments

4.1 The nature and type of Services provided by Register to the Customer are described in the individual SOs relating to the Services and in the pages describing the Service. The fees for the Services and the terms and methods of payment of the fees are those set out in the SO or in the commercial offers available on the Website or brought to the Customer's attention. All fees, unless expressly specified otherwise, are understood to be exclusive of VAT.

4.2 The Customer has the option of choosing between the various payment instruments authorised by Register and indicated on the relevant information page on accepted payment methods (published at <https://www.register.it/company/payment.html?lang=en>). The Customer may at any time choose a new payment instrument from the options indicated by Register and modify the payment data as necessary. In order to cancel the PayPal billing agreement, Customers must log in to their personal Paypal account Profile and follow the cancellation procedure on the appropriate page of the Paypal account.

4.3 All tax charges arising from the Customer's use of the Services shall be borne exclusively by the Customer.

4.4 In the event of a payment delay on the part of the Customer, Register reserves the right to suspend the provision of Services, pursuant to and for the purposes of art. 1460 of the Italian Civil Code, and the Customer, without the need for formal notice, will be required to pay default interest in the amount of 5% per year, without prejudice to the right of Register to compensation for any greater damage.

4.5 If the Service is set up with the automatic renewal mode in accordance with the provisions of the following Art. 8 ("Duration, renewals and termination") and the Customer has associated a credit card or a PayPal account to his/her account, the Customer acknowledges that the corresponding credit card data or PayPal account will be associated with the Customer's account for the management of future payments, unless a change request is made directly by the Customer on his/her control panel. The credit card data in question will be stored for the management of subsequent payments by a company duly PCI-DSS certified that will perform this service on behalf of Register. The Customer also acknowledges that in the event of renewal, the list price published under <https://www.register.it/company/listino-prezzi/?lang=en> and in force on the date of renewal shall apply.

4.6 In the event of automatic renewal of the Services, the Customer expressly authorises Register to charge the fees for the Services on a periodic basis, on the basis of the renewal times envisaged for the individual Services and/or on the basis of the Customers' requests. It is understood that, in the event of failure to terminate the Services prior to the expiry date, the Contract shall be deemed renewed and no reimbursement of the amount paid at renewal shall be made by Register.

## Art. 5. Use of Services and Customer responsibility

5.1 The Customer undertakes to use the Services with the best diligence, respecting the rules of use indicated in the SO and in such a way as not to compromise the stability, security and quality of the Services. Register reserves the right to suspend or terminate the Customer's access to the Services if: (i) the Customer materially or repeatedly violates this Contract or uses the Services for illegal or unlawful purposes; (ii) Register is required to do so to comply with a law or an order of a public authority; (iii) Register reasonably and justifiably believes that the Customer's conduct will result in damage or liability to another Customer, a third party or Register itself; (iv) the Customer uploads indisputably unlawful content through the Services. In this case, in order to clarify to the Customer the reasons underlying its decision and to ensure a fair hearing with the Customer, Register will provide the Customer with 7 (seven) days notice by email, giving the Customer the opportunity to object to the decision within the same period by email or through other channels indicated by Register. Register will evaluate the eventual clarification provided by the Customer in its final decision whether or not to suspend the Service, which will be communicated to the Customer by email. It is understood that the notice shall not be due when it is incompatible with compliance with any applicable law or with the order of any public authorities on which the suspension is based, or where Register has reasonable grounds to believe that the notice may aggravate damages or liabilities for another user, a third party or Register itself, or may compromise the stability, security and quality of the Services offered.

5.2 The Customer undertakes not to use the Services for unlawful purposes and not to violate in any way any applicable national, EU and international laws and regulations. In particular, the Customer undertakes not to distribute or make accessible, and not to allow third parties to distribute or make accessible, links to (i) malicious content (such as viruses, malware or other harmful software); (ii) content that may violate or violates privacy, copyright and intellectual property rights, defamer or pornographic content, content that incites racial hatred, that is blasphemous or offensive, or that may in any way harm or interfere with the activity of Register and/or damage or endanger the image of third parties or Register; (iii) containing unsolicited or unauthorised advertising, promotional material or spam. In addition, the Customer undertakes not to engage in hacking through the Services or their access to the Internet. The Customer guarantees that it will not engage in spamming, i.e. the sending, via email, of communications that are unauthorized and/or unsolicited by the recipients. Register will consider the Customer responsible even if the illegal spam activity is carried out through different email addresses from the one acquired through Register which also involves indirectly a Register Service and/or directly the technical structure of Register (for example: unauthorized promotion of a website hosted by Register). The Customer acknowledges that the activities described above constitute a violation of these T&C.

5.3 Without prejudice to the foregoing, and without prejudice to the cases of express termination provided for in this Contract, where Register has reasonable grounds to believe that the Customer is performing activities in breach of his/her obligations under this Contract or otherwise uses the Services in violation of the rights of third parties, including on the basis of reports by third parties, Register may grant the Customer, also by email, a deadline within which to remedy the alleged breach, or to provide documentation and information proving compliance with the Contract and with the regulations in force governing the correct performance of the activities carried out through the Services. In the event of failure to reply, or if the Customer does not prove the proper execution of the Contract and compliance with legal obligations, Register shall have the right to immediately terminate the Contract, without prejudice to the right to full payment of the amount due and the right of Register to take action for full compensation for any damages suffered.

5.4 The Customer acknowledges and accepts the provisions of the "Rules and conditions of

Register's promotional offers" (published at <https://www.register.it/assistenza/offerte/>). In particular, the Customer acknowledges and accepts that the promotional offers are reserved for a limited number of products and services for each Customer. In the event that more than one purchase of a product or service is made with different accounts attributable to a single person, the promotion will no longer be valid, so that the Customer will be required to pay in full for the products and services purchased at the list price (<https://www.register.it/company/listino-prezzi/?lang=en>). Register reserves the right, in this case, to proceed to the immediate suspension or cancellation of the products or services purchased by the Customer, as well as claim the full compensation of any damages suffered.

5.5 The Customer acknowledges that he/she is solely and exclusively responsible for the activities carried out through the Services or directly or indirectly attributable to him/her, even if the Customer has signed a SO on behalf of third parties authorised by him/her to use the Service, and in particular that he/she is responsible for the contents and communications submitted, published, disseminated and transmitted on or through the Services. Therefore, Register shall not be held liable in any way for illicit, criminal, civil and administrative offences committed by the Customer by means of the Services. The Customer undertakes to indemnify and, in any event, to hold Register harmless from any action, claim, demand, cost or expense, including reasonable legal fees, that may arise for Register as a result of the Customer's failure to comply with the obligations assumed and the guarantees provided by acceptance by the Customer of these GTC or a SO and in any case connected with the Customer's use of the Services.

5.6 Unless otherwise specified, the Services do not include data backup. The Customer is required to perform frequent and secure backups of their own files and data, internal network, and all connected equipment, independently and under their own exclusive responsibility. Additionally, it is the Customer's responsibility to ensure that their firewalls and antivirus protection are updated and sufficient for their needs.

## Art. 6. Limitations of Register's liability

6.1 Register undertakes to use industry standard technology and suitable resources at its disposal to provide the Services offered to Customers.

6.2 Within the limits imposed by or arising from mandatory law, Register shall not be liable to the Customer or any third party for any damage or harm suffered by the Customer or any third party (including, without limitation, any consequential damage or loss of profits, loss of business, or diminution of value and/or similar losses, or loss of assets/value, or loss of domain names, or loss of contracts, or loss of use, or loss or compromise of data and information, or damage to hardware, software or databases, or any kind of special, indirect or consequential damage or economic loss) that are dependent on or related to the provision of the Services or the performance of this Contract, except in cases of wilful misconduct or gross negligence directly attributable to Register. Except in cases of wilful misconduct or gross negligence on the part of Register and/or its employees and/or its suppliers/subcontractors causing damage to people and/or property, the contractual liability of Register shall in any case be limited to foreseeable damage directly caused by Register and arising from breaches of this Agreement or from negligence and shall in no way exceed the fee paid by the Customer in the last 12 (twelve) months for the Services affected by the harmful event. Furthermore, where Register's act or omission has caused more than one occurrence to the detriment of the Customer within the meaning of this provision, all occurrences caused by a single act and/or omission of Register shall be considered as a single occurrence. It is expressly understood that the liability limitation referred to in this article 6.2 does not apply to Customer who qualify as Consumers - i.e., individuals who purchase or use the Services for purposes unrelated to any entrepreneurial, artisanal, commercial or professional activity they may carry out.

6.3 The Customer agrees that Register cannot be held responsible for delays or malfunctions in the provision of Services due to events beyond the reasonable control of Register, such as, by way of example: (i) events of Force Majeure; (ii) events due to third parties, such as, by way of example only, the interruption or malfunctioning of the services of telecommunications operators and/or power lines, or acts or omissions of the competent registration authority; and (iii) malfunctioning of the terminals or other communication systems used by the Customer. In case of interruption of the Service, Register undertakes to restore the Service as soon as possible. Furthermore, the Customer agrees that Register cannot be held liable for acts or omissions committed by the Customer and in conflict with the obligations assumed by the latter under these GTC or a SO, nor can it be held liable for malfunctions due to defects in the means necessary for access, improper use of the same and/or incorrect methods of access to the Service by the Customer. In the aforementioned cases of events beyond Register's reasonable control (including the Customer's own fault), Register cannot be held liable to the Customer or to third parties for any loss, i.e. loss of profit, or any other direct, indirect or consequential damages connected with the performance of these GTC or of each individual SO. The Customer is informed that the Services may be suspended, cancelled or transferred at the request of the authorities to which the Services are subject.

6.4 Notwithstanding the above, Register reserves the right to suspend or interrupt the provision of Services for ordinary and extraordinary technical maintenance operations. In the event of maintenance related to exceptional or unforeseeable events, or due to Force Majeure, Register reserves the right to suspend the Service at any time, in whole or in part, even without prior notice; subject to the above-described scenarios, Register will notify the Customer of maintenance operations via email with a notice of 48 hours, including the timelines for restoring the Services. The Customer also agrees and acknowledges that Register shall not be held liable for any damages, direct or indirect, of any nature, suffered in relation to or as a result of such interruptions.

#### Art. 7. Duration, renewals and termination

7.1 These GTC are valid for an unlimited duration, while the individual SOs shall have the duration indicated therein and/or indicated in the relevant Product Sheet.

7.2 Unless otherwise specified to the Customer the Services shall be automatically renewed on expiry for periods of equal duration to the initial period.

7.3 The Customer acknowledges that it will not be possible to activate the automatic renewal of a Service if payment by bank transfer is selected.

7.4 The Customer will be able to change the renewal mode of a particular Service from automatic to manual up to 20 (twenty) days before the expiry date, and from manual to automatic up to 30 (thirty) days before the expiry date. In any event, before the expiry of the Services, the Customer will be sent a notice containing the information necessary to manage the renewal.

7.5 Termination of a SO shall also result in termination of the GTC if the Customer procures no other active Services from Register. The GTC shall remain in force until the last Service purchased by the Customer expires.

7.6 Notwithstanding the provisions of the subsequent Art. 8 ("Consumer Withdrawal. Exception to the right of withdrawal"), each Party shall be entitled to terminate the Contract by giving written notice to the other Party, at least 30 (thirty) days in advance. After this term, the GTC and/or the Service Orders which are the object of the termination shall be terminated and the Services relating to them shall be deactivated. In the event that the Customer exercises the right of termination, Register will not reimburse the fees for the services not yet provided; in the event of termination by Register, Register will reimburse the Customer for the portion of the amount paid corresponding to the days not used until the natural expiry of the Service, minus the costs incurred or sustained. Any further reimbursement, compensation or indemnity in favour of the Customer is excluded.

7.7 The Customer agrees that a termination of these GTC shall not be effective if a contractual relationship is pending between the Customer and Register in respect of a SO, the contents of which, in the event of conflict, take precedence over these GTC. Therefore, if the Customer wishes to terminate these GTC, he/she must first or simultaneously terminate, where possible, any SO in place at the time of the notice of termination.

#### Art. 8. Consumer Withdrawal. Exception to the right of withdrawal

8.1 Any Customer who is a natural person and requests a service for purposes other than his/her professional activity ("Consumer"), will be entitled to withdraw freely, without having to state a reason, from the General Conditions of Contract and the individual Service Orders, within 14 (fourteen) business days of the respective contract being concluded, under the terms and for the purposes of article 52 of the Legislative Decree no. 206/2005 ("Consumer Code"). Withdrawal may be exercised by the Customer, in accordance with article 54(1) of the Consumer Code, using the withdrawal form in appendix I, part B, of the Consumer Code or submitting any other explicit declaration of his/her intention to withdraw from the contract, to be sent, by registered letter with advice of receipt, to Register S.p.A., Via Zanchi n. 22, 24126 Bergamo (BG) Italy, or by opening a support ticket from their control panel, before the expiry of the withdrawal period. The information on exercising the right of withdrawal provided to the Customer by Register can be viewed at the end of this document. The burden of proof regarding correct exercise of the right of withdrawal, according to the aforesaid procedure, will lie with the Customer. Following the proper exercise of the right of withdrawal by the Customer, Register will, in accordance with article 56(1) of the Consumer Code, within the subsequent 14 days, refund him/her the amounts received from him/her, including delivery costs, if incurred. Register will pay the refund using the same means of payment used by the Customer for the initial transaction, unless otherwise agreed with the Customer and provided that the Customer does not have to incur any cost as a consequence of using the different means of payment. Register will not be required to reimburse delivery costs if the Customer has expressly chosen a different and more costly form of delivery than the one offered by Register. It is understood that Register may withhold the refund until it has received the goods or until the Customer has demonstrated that he/she has returned the goods, whichever situation occurs first. Unless Register collects the goods directly, the Customer will be required to return the goods without undue delay and in any case within 14 days of the date on which he/she informed Register of his/her decision to withdraw from these GCS or an SO. The respective shipping costs will be borne by the Customer, unless Register failed to inform the Customer of this at the time the contract was concluded.

8.2 Exception to the right of withdrawal. In any event, it is understood that, with reference to the services, the right of withdrawal cannot be exercised by the Customer after the service has been fully supplied, as indicated below, by Register if the supply itself has commenced with the Customer's express agreement and he/she has agreed to lose the right of withdrawal following the full performance of the service by Register. Purely by way of example and without limitation, the Customer acknowledges that the start of the registration procedure for a domain name, a premium domain name, such as the activation of electronic mail boxes, as well as any other service in which Register has proceeded to make the request to the various competent Authorities and/or third-party suppliers, are equivalent to "complete supply of the service" within the meaning of Article 59, para. 1, lett. a) of Legislative Decree 206/2005.

#### Art. 9. Termination for cause

9.1 Register may terminate these GTC and each SO pursuant to Article 1466 of the Italian Civil Code,

without observing a specific notice period in the event of:

a) non-compliance by the Customer with the provisions of the following articles of these GTC: Art. 4 ("Nature of the services, fees and payments"), Art. 5 ("Use of the services and Customer responsibility"), Art. 12 ("Industrial and Intellectual property rights"), as well as the provisions contained in Section I ("Provisions for the request of services by the Customer on behalf of third parties").

b) force majeure events, in accordance with Art. 15 ("Force Majeure") of these GTC.

c) insolvency, bankruptcy or other insolvency or enforcement proceedings of the Customer.

9.2 The rights of Register to the payment of the fees accrued in its favour at the date of termination and to compensation for damages suffered remain unaffected.

## Art. 10. Modifications

10.1 Register reserves the right to amend these GTC and the terms and conditions of the SOs or other documents that make up the Contract with the Customer at any time, by notifying the Customer by email at least 30 (thirty) days in advance, if the following occurs: 1) changes in the technical/economic/contractual conditions imposed by third parties (by way of non-exhaustive example, suppliers and commercial partners) and/or the entry into force of new legislative or regulatory provisions, or the amendment of existing provisions (including the rules imposed by the Domain Name Authorities) and/or related to yearly changes in the inflation rate; 2) the need to maintain an adequate level of service; 3) to ensure adequate security standards of the platform; 4) the entry into force of new legal provisions; 5) and/or changes in the sale prices of the services or in the methods of providing the Services.

10.2 The changes referred to in the previous point will become effective 30 (thirty) days from the date of communication to the Customer. In the event of modifications leading to a modification in the services provided or to an increase in the price of the Services, if the Customer does not accept the new conditions, the Customer shall have the right to withdraw from the Contract no later than the date on which the modifications enter into force, without penalty or cancellation costs.

## Art. 11. Communications between the Parties

11.1 The Parties agree that the use of email shall be the primary means for sending communications to the Customer required by law or to be made under these GTC and/or the individual SOs.

Communications shall be sent by Register to the email address associated by the Customer with his/her Register account. The Customer undertakes to update this address in the event of changes and to check it on a daily basis in order to be promptly informed of communications sent to his/her attention.

11.2 The Customer may also contact Register in accordance with the provisions of the Contact Us page of the Website (<https://www.register.it/company/contattaci.html?lang=en>).

## Art. 12. Industrial and Intellectual property rights

12.1 Register and/or any of its in title remain the owners of the rights of ownership and economic exploitation of inventions, programs, texts and works (including software, documentation and written programs, studies, etc.) or anything else that has been prepared, created, developed in relation to the Services offered to the Customer, who is granted only a limited and non-transferable right of use.

## Art. 13. Applicable law and competent court



13.1 This Contract and all rights and obligations arising hereunder shall be governed by and construed in accordance with the laws of Italy.

13.2 Any dispute arising out of or in connection with this Contract or its execution shall be devolved to the exclusive jurisdiction of the Court of Florence. In the event of a Contract entered into by a Consumer, the Court of domicile or residence of the Customer shall have jurisdiction.

#### Art. 14. Alternative dispute resolution

14.1 The Customer is informed that, as an alternative to a judicial dispute, both the Customer and Register may avail themselves of the alternative solution of online dispute resolution using the platform set up by EU Regulation 524/2013 of 21 May 2013, accessible at the following address: <http://ec.europa.eu/consumers/odr/> ("ADR Platform"). Register will be contactable by the body at the following address [ADR@dada.eu](mailto:ADR@dada.eu).

14.2 The complaint must be accompanied by the information required by the ADR Platform and the Customer and Register must agree on the dispute resolution body ("ADR Body") to which the alternative dispute resolution will be entrusted, on pain of non-admissibility of the dispute.

14.3 The dispute must be settled within 90 days of receipt by the ADR Body of the complete file from the ADR Platform, unless the ADR Body should determine, for particularly complex matters, that the 90-day term should be extended, at its discretion. The decision of the ADR Body will be binding on the Parties and may not be opposed if the Customer and Register give their specific consent in this respect when they state their intention to make use of this alternative dispute resolution tool.

14.4 The procedural rules and costs of the procedure will be notified by the ADR Body.

#### Art. 15. Force Majeure

15.1 Without prejudice to the provisions of the preceding Article 6.4 of these GTC, Force Majeure is in any case (but not exclusively) understood to mean: any act of God, lightning or fire, domestic disturbances, government measures, mobilization, war, terrorist attacks, obstruction in transport, strike, lockout, business disruptions, stagnation in supplies, unavailability of one or more staff members (due to illness), epidemics, pandemics, import and export barriers.

15.2 Furthermore, Force Majeure shall be considered also any malfunctions or failures of internet, data, network, electricity and telecommunication infrastructure and facilities, cybercrime, network attacks, (D)DoS attacks, widespread cyber attacks, power failures, widespread cyber events suffered by Register or by its Suppliers.

15.3 The Party suffering the event of Force Majeure shall not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of Force Majeure. This clause does not extend to the obligation to pay any amounts due and owing, which must in any case be fulfilled at the end of the Force Majeure event, subject to Article 15.4 below.

15.4 If the event of Force Majeure prevails for a continuous period in excess of one (1) month after the date on which it began, the other party may give notice to the party suffering the event of Force Majeure terminating this agreement. The notice to terminate must specify the termination date, which must be not less than seven (7) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

## Art. 16. Privacy

16.1 With reference to the processing of personal data relating to the Customer, Register will act as the data controller for administrative purposes, invoicing and general management of the contractual relationship with the Customer, for purposes of protecting its interests and to comply with legal obligations to which Register is subject (by way of example, legislation on the processing of telematic traffic data), as well as with reference to the processing of personal data related to some Services such as SPID, PEC, registration and management of domain names (depending on the Top Level Domain being registered) and SSL certificates, as better described in the privacy policy available at the following link: <https://www.register.it/company/legal/informativa-privacy/?lang=en>.

16.2 With reference to the performance of the Services which envisage the processing of personal data on behalf of the Customer, the Customer typically acts as data controller, except if and when the Customer acts as the data processor on behalf of a third-party which acts as data controller or as data processor itself, while Register typically acts as the data processor on behalf of the Customer, in line with the instructions issued by the Customer and detailed in writing in the "Data Processing Agreement Standard" available at the following link <https://www.register.it/company/legal/?lang=en> and to be considered as an integral part of the GTC.

16.3 If the Customer intends to customise the contents of Annex 2 of the "Data Processing Agreement Standard", it is possible to download the "Data Processing Agreement Editable Version.pdf" at the following link: <https://www.register.it/company/legal/?lang=en>. In this case, the Customer undertakes to complete and sign the relevant contract, and to send it to: [dpo@register.it](mailto:dpo@register.it).

## Art. 17. Adherence to codes of conduct

Register complies voluntarily with the CISPE Code of Conduct in respect of the Virtual Servers Service, Dedicated Servers Service, and Hosting Service. Given the voluntary nature of this compliance, any violations must be brought to the attention of the Complaint Committee provided for by the CISPE Code of Conduct and handled in accordance with the Compliant Procedure (<https://cispe.cloud/compliant-procedure/>).

## Art. 18. Compliance with EU regulation n. 2022/2065 - Digital Services Act

18.1 Register, including its affiliates, adheres to the measures set out in the EU Regulation no. 2022/2065 - Digital Services Act (hereinafter referred to as "DSA"). Customers are responsible for the content they upload, share, or otherwise make available on our services. Any content that violates the DSA or other applicable law or our Terms & Conditions may be subject to removal, and users may be subject to account suspension or termination also on Register's initiative.

18.2 Register will cooperate with relevant authorities as required by the relevant regulation and DSA, including providing information (including personal data) and assistance in investigations. The single point of contact for Member States' authorities and the Commission and European Board for Digital Services, will be reachable, in English or in Spanish at the following e-mail address: [abuse@register.it](mailto:abuse@register.it).

18.3 If any person or entity is aware of the presence on Register's service of specific items of information and/or content that individual or entity considers to be illegal content, the individual or entity may contact Register at its single point of contact at the following e-mail address: [abuse@register.it](mailto:abuse@register.it) and send a report that meets all the following requirements, as per Article 16 of

DSA:

- (a) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content; and
- (b) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service; and
- (c) the name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; and
- (d) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.

Once Register receives a report, Register will send a confirmation of receipt of the report to the individual or entity without undue delay.

Moreover, report shall be considered to give rise to actual knowledge or awareness of Register in respect of the specific item of information concerned so that Register will be able to take a decision on those where the report meets all the above mentioned four requirements and allow a diligent provider of hosting services to identify the illegality of the relevant activity or information without a detailed legal examination (hereinafter referred to as "Report").

18.4 In case of Reports which meet the aforementioned requirements, Register will notify that person or entity without undue delay, also considering the case itself and its complexity, its decision in respect of the information to which the Report relates (hereinafter referred to as "statement of reason").

18.5 If the individual or entity does not agree with Register's decision, they may contact Register once again, at the following e-mail address: [abuse@register.it](mailto:abuse@register.it), motivating the reasons of the disagreement with the Register's decision. Register will examine the request and communicate to the individual or entity its final decision. Notwithstanding the above mentioned process, individual or entity may also report the allegedly illegal content or activity to public authorities in order to defend its rights.

## SECTION I. PROVISIONS FOR THE REQUEST FOR SERVICES BY THE CUSTOMER ON BEHALF OF THIRD PARTIES

### Art. 1. Scope of application

1.1 This section describes the additional rights and obligations of the Customer who purchases the Services of Register on behalf of third parties (for the purposes of this section also "Users"), offering them the Services, also free of charge (hereinafter referred to as "Customer on behalf of Third Parties").

### Art. 2. Obligations of the Customer on behalf of Third Parties

2.1 The Customer on behalf of Third Parties undertakes to:

- a) make Users aware of and accept the contractual documentation prepared in relation to the

Service purchased and published on the Register Website (including, but not limited to, the SO for the Service of interest, GTC, Privacy Policy and Data Processing Agreement), paying particular attention to ensuring proper use of the Services by Users, in compliance with the technical and regulatory rules relating to the Services;

- b) to ensure that the Users have entered into a suitable contract in relation to each Purchase Order and to retain a valid copy of the Contract to be provided to Register on request or in the event of an Audit carried out by Register directly or through a third party designated by Register;
- c) guarantee that Purchase Orders made on behalf of Users will not infringe the rights of third parties;
- d) not use trademarks or distinctive signs owned by Register without its express written permission;
- e) provide Register with all information necessary for the proper performance of this Contract so that it is current, correct and true;
- f) properly execute orders for Services on Register's Website;
- g) provide Users with a suitable Privacy Policy, which, in the case of the domain name registration service, shall also contain the specification of the personal data that will be communicated to the registration authority and to the third-party suppliers used by Register to provide the domain name registration Service, and to obtain, where necessary, express consent to process the data in compliance with the applicable regulations. The Customer on behalf of Third Parties acknowledges and accepts that in the cases provided for by the registration authority and expressly requested by the same, Register may contact the Users directly to send or request information of a non-commercial nature, documentation or clarifications;
- h) keep his/her own personal data and those of the Users up to date, including, where applicable, the personal data relating to his/her own personnel responsible for the management of this Contract, and to notify Register promptly of any updates thereto;
- i) guarantee that information provided by Users in relation to any Product and Service offered, or made available in connection with the individual registration, will be processed in accordance with the provisions of the applicable data protection legislation in force, and that they may be communicated to Register or to parties authorised by Register to process the data or who process the data on behalf of Register in a responsible capacity. If Register is to provide the Service through another accredited Registrar, the Customer on behalf of Third Parties warrants that the End Customers will be adequately informed that Register will transfer their data to that accredited Registrar for the sole purpose of enabling the continued provision of the purchased Service. The Customer on behalf of Third Parties declares that it will indemnify and hold harmless Register against any claim for damages that may be made by Users or third parties in respect of the services provided by Register;
- j) send to the Users any service communication that Register deems appropriate to communicate, and the Customer on behalf of Third Parties shall be directly liable to the Users, and to Register, in the event of failure to send the information referred to in this point in a timely manner;
- k) guarantee that purchases made on behalf of Users, or in any case all activities carried out by the Customer on behalf of Third Parties, shall be carried out solely and exclusively following the assignment by Users to purchase Services.

2.2 With particular reference to the Service of registration and maintenance of domain names, the Customer on behalf of Third Parties undertakes to:

- a) comply with, as well as to make Users aware of the terms and conditions, standards, policies, procedures and practices provided for by the relevant registration authority, which can be consulted on their websites, the address of which is available at <https://www.iana.org/domains/root/db> as well as on the page of Register, which can be consulted at <https://www.register.it/company/legal/policy-tld-e-gtld/?lang=en>;
- b) advise Users that the Registrant of the domain name has the rights and obligations established by

ICANN, available <https://www.icann.org/resources/pages/benefits-2013-09-16-en>;

c) inform Users that for any change in the name, surname, organisation/company and/or email address of the Registrant of a generic top-level domain (gTLD) managed by ICANN, the following procedure shall apply in accordance with ICANN's policy (published

at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>)("Policy");

d) inform Users that, in the event of disputes relating to the assignment of domain names, the general rules of the respective competent authority shall apply. In the event of disputes relating to the assignment of all the top-level domains (TLDs) for which the competent authority has adhered to the policies established by ICANN, the Uniform Domain Name Dispute Resolution Policy (UDRP), which can be consulted at <https://www.icann.org/resources/pages/help/dndr/udrp-en>, shall apply;

e) inform Users that in the event of a dispute concerning the use of a domain name, the Assignee undertakes to cooperate fully and appear before the courts of the Assignee's domicile and the Registrar's registered office, as well as before any other competent courts.

### Art. 3. Liability of the Customer for Third Parties

3.1 The Customer on behalf of Third Parties shall be exclusively liable, to the extent permitted by applicable law, in respect of:

a) the obligations assumed under this Contract and, in particular, with respect to the proper fulfilment of the provisions of this Section;

b) the operations that he/she carries out through his/her account, including the creation, modification, renewal, deletion, removal of Services on behalf of Users, the correct communication to Register and to the competent authorities of the data concerning Users and their updating;

c) selling, granting or making available to Users the Services of Register under conditions that do not conform to those applied by Register to its Customers (by way of example, the Company shall not be held liable in the event that the Customer on behalf of Third Parties sells or grants to Users the Services for a period longer than that provided by Register for the individual Services that Customer on behalf of Third Parties has purchased);

d) any consequences in respect of non-renewal of the Services by the same Customer on behalf of Third Parties or Users (e.g. loss of domain names, loss of data, etc.);

e) any dispute, claim, controversy, condemnation of any nature whatsoever arising directly or indirectly from a conflict arising between the Customer on behalf of Third Parties and other third parties, or between the former and the Users;

f) any consequences resulting from the unauthorised purchase of the Services by Users of Register.

3.2 The Customer on behalf of Third Parties assumes all responsibility in relation to the Orders forwarded to Register and undertakes, to the maximum extent permitted by law, to indemnify and hold harmless Register, the other companies of the team.blue Group and the auxiliaries of Register from any claim, cost, penalty, towards third parties, including the competent judicial authorities, relating to and in any case connected with the execution of this contract and/or the violation, by the former or the Users, of the obligations, declarations and guarantees referred to in these GTC or the relevant SO.

3.3 In the event of violation by the Customer on behalf of Third Parties, or by the Users, of any provision of this Contract, Register reserves the right not to activate and/or suspend the Services, without prejudice to the further cases of suspension and termination of the relationship provided for by these GTC or by the individual SOs. Register also reserves the right to initiate any proceedings before the competent judicial, administrative and arbitration authorities in order to obtain reparation and/or compensation for the prejudice suffered.

3.4 Without prejudice to the provisions of the foregoing articles, it is understood between the Parties that in the case of Services involving the registration, management and/or maintenance of domain

names, the Customer on behalf of Third Parties declares that he/she has been authorised in writing by the User to perform in the name and on behalf of the User all the operations relating to the management, maintenance and/or management of the domain, and undertakes to provide the documentation attesting to such authorisation upon request by Register. The Customer on behalf of Third Parties, therefore, declares that he/she wishes to indemnify and hold Register harmless against any claim that may be made by the Users and third parties in this regard.

3.5 Without prejudice to the provisions of Article 3.4 above, the Customer on behalf of Third Parties acknowledges and accepts that the final decision regarding any registration, maintenance and management of the domain name of the User shall be made by the User himself/herself. If it deems it necessary, at its sole discretion, before proceeding with any operation involving the User's domain name, Register may therefore proceed to contact the User to ask for relative confirmation.

#### Art. 4. Absence of exclusivity

4.1 In any case, the Customer on behalf of Third Parties acknowledges and accepts that no right of exclusivity is envisaged in his/her favour and that Register shall be free to enter into contracts directly with the Users, also concerning products or services identical or similar to those provided by the former.

#### Art. 5. Continuity of Services in the event of termination of the Contract

5.1 In the event of termination or cancellation of this Contract for any reason whatsoever, the Customer on behalf of Third Parties shall, upon reasonable notice, endeavour to ensure that the Products and Services may continue to be provided by Register without interruption, unless expressly stated otherwise by the User or Register. In this case, where the management of the Services is entrusted directly to the Users, such Services shall be assigned "as is", in the technical and administrative state in which they have been left by the Customer on behalf of Third Parties, unless Register decides otherwise. Register declines all liability towards the Users with regard to the services performed by the Customer on behalf of Third Parties. Furthermore, unless Register decides otherwise, Register shall not replace the Customer on behalf of Third Parties in the services performed by the latter on behalf of the Users, including the service of domain management, updating the Customer on behalf of Third Parties's website, updating the Users' identification data, etc.

## SECTION II. PROVISIONS FOR PROBATIONARY SERVICES

#### Art. 1. Subject matter and conclusion of the Trial Service contract

1.1 In order to allow the Customer to test the characteristics and qualities of its products and services, or some of them or on the occasion of particular promotions, Register may offer the Customer the possibility to purchase the Services and benefit from a period of free use of the same (hereinafter also "Trial Period").

1.2 If not otherwise provided for in the following articles, the GTC of Register and the Service Order for the Service activated with the Trial Period (available here <https://www.register.it/company/legal/?lang=en>) shall apply. These are to be understood as an integral and substantial part of the present document, which the Customer declares to have read and accepted and which it undertakes, even during the Trial Period, to comply with.

The contract concerning the Service for which a Trial Period is envisaged ("Trial Service") is concluded when Register, upon receipt of the Order by the Customer, also electronically, proceeds

to activate the Trial Service.

## Art. 2. Duration of the Trial Period

2.1 The duration of the free Trial Period is made known to the Customer together with the characteristics of the Service under trial and is visible from the Customer's Control Panel.

## Art. 3. Means of payment for the Trial Service

3.1 Depending on the type of service offered, when activating the Trial Service, the Customer will be allowed to

- a) indicate his/her credit card or PayPal account details, or to associate the Service with the credit card or PayPal account details already stored in his/her Register account, to be used for payment of the Service at the end of the Trial Period and for further renewals;
- b) not indicate or associate credit card or PayPal account details with the Service.

## Art. 4. Final purchase of the Service

4.1 Depending on the cases provided for in points a) and b) of Art. 3.1 above, the final purchase of the Service shall be carried out as follows:

- a) In the case provided for by letter a) of the preceding Art. 3 ("Means of Payment of the Trial Service"), the Customer will purchase the Service outright if it does not communicate his/her intention not to proceed with such outright purchase within 5 days before the end of the Trial Period. In this case Register will charge the Customer the fee for the requested Service as indicated in the Product Sheet, by debiting the Customer's credit card or PayPal account. The Service will continue without interruption after the conclusion of the Trial Period and will remain active for the duration provided in the Product Sheet or in the relevant SO. The credit card details will be associated with the Customer's account for the management of future payments and the credit card details will be stored for the management of subsequent payments by the duly certified PCI-DSS company that will perform the service on behalf of Register.
- b) In the case envisaged in letter b) of Art. 3 above ("Means of Payment of the Trial Service"), the Customer shall purchase the Service outright if he/she communicates his/her intention to proceed with such purchase before the end of the Trial Period, consequently in the absence of such communication the use of the Service shall end at the end of the Trial Period.

## ACCEPTANCE OF SPECIFIC CLAUSES

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have read carefully and specifically approves the following clauses of the General Terms and Conditions of Service Of Register: (i) Art. 6 ("Limitations of Register's liability"), (ii) Art. 7 ("Duration, renewals and termination"), (iii) Art. 8 ("Consumer Withdrawal. Exception to the right of withdrawal"), (iv) Art. 9 ("Termination for cause"), (v) Art. 10 ("Modifications"), (vi) Art. 13 ("Applicable law and competent court"), (vii) art. 15 ("Force Majeure"), the clauses included (viii) in the Section I ("Provisions for the request for Services by the Customer on behalf of third Parties") and (ix) in the Section II ("Provisions for probationary Services").

## SECTION III. RELEVANT INFORMATION FOR CONSUMERS PURSUANT TO ARTICLE 49 OF THE

## CONSUMER CODE

This Relevant information applies to the so-called "Consumers" category, as defined in article 3(1)(a) of Legislative Decree 206/2005, and is an integral part of the General Conditions of Service applied by Register and of the Service Orders relating to Services purchased remotely or off-premises. The Customer/Consumer is informed of the following:

a. Register: Register S.p.A. is an Italian company with registered office in Florence, Viale della Giovine Italia n. 17, VAT code and Fiscal Code 04628270482, telephone number: +39 055 200211, fax number: +39 055 20021550, You are free to contact Register using the contact details published on <https://www.register.it/company/contattaci.html?lang=en>. Any complaints can be addressed to Register by surface mail or using the methods indicated in the point f) Complaints;

b. Services offered: the services offered by Register.it are domain name registration services, hosting services, e-mail and certified e-mail services, supply of platforms for website creation, dedicated server and virtual server service, website protection and website promotion services; the features of each of these services are visible and easily accessible from website of Register [www.register.it](http://www.register.it);

c. Price of services: the total price of the services, inclusive of taxes and any shipping costs, delivery or postal charges, is easily accessible within each area dedicated to the services;

d. Payment method: the payment methods for purchasing a Register Service are stated on each Service Order. Register generally accepts the following payment methods: 1) credit card and prepaid cards, 2) Paypal; 3) Postepay; 4) postal order; 5) bank transfer; further details are available on the page <https://www.register.it/company/payment.html?lang=en>.

e. Performance of the service: performance of the service by Register begins following receipt of payment from the Customer and is completed as stated in the description of each individual Service, as previously mentioned, easily accessible from the home page, and in the individual Service Orders; for some Services, such as registration and domain transfers, the time required to complete a service depends on the relevant Registration Authorities;

f. Complaints: Customer complaints, which may be sent to Register by surface mail to the following address: Via Zanchi 22, 24126 Bergamo (BG) Italy and by certified e-mail to the PEC address communicated by Register to the Companies Register, or through the Complaint Form made available by Register (published on the page <https://www.register.it/company/claim.html>). Complaints are handled by Register in order of arrival, except for more serious cases, which are handled as a priority over the others. In any case, Register offers maximum support to its Customers and on average answers complaints within 3 business days of receipt.

g. Right of withdrawal: Any Customer who is a natural person and requests a service for purposes other than his/her professional activity ("Consumer"), will be entitled to withdraw freely, without having to state a reason, from the General Conditions of Contract and the individual Service Orders, within fourteen business days of the respective contract being concluded, under the terms and for the purposes of article 52 of the Legislative Decree no. 206/2005 ("Consumer Code"). Withdrawal may be exercised by the Customer, in accordance with article 54(1) of the Consumer Code, using the withdrawal form in appendix I, part B, of the Consumer Code or submitting any other explicit declaration of his/her intention to withdraw from the contract, to be sent, by registered letter with advice of receipt, to Register S.p.A., Via Zanchi 22, 24126 Bergamo (BG) Italy, before the expiry of the



withdrawal period. The burden of proof regarding correct exercise of the right of withdrawal, according to the aforesaid procedure, will lie with the Customer. Following the proper exercise of the right of withdrawal by the Customer, Register will, in accordance with article 56(1) of the Consumer Code, within the subsequent 14 days, refund him/her the amounts received from him/her, including delivery costs, if incurred. Register will pay the refund using the same means of payment used by the Customer for the initial transaction, unless otherwise agreed with the Customer and provided that the Customer does not have to incur any cost as a consequence of using the different means of payment. Register will not be required to reimburse delivery costs if the Customer has expressly chosen a different and more costly form of delivery than the one offered by Register. It is understood that Register may withhold the refund until it has received the goods or until the Customer has demonstrated that he/she has returned the goods, whichever situation occurs first. Unless Register collects the goods directly, the Customer will be required to return the goods without undue delay and in any case within 14 days of the date on which he/she informed Register of his/her decision to withdraw from these GTC or an SO. The respective shipping costs will be borne by the Customer, unless Register failed to inform the Customer of this at the time the contract was concluded.

Exceptions to the right of withdrawal. It is understood that, with reference to the services, the right of withdrawal cannot be exercised by the Customer after the service has been fully supplied, as indicated below, by Register if the supply itself has commenced with the Customer's express agreement and he/she has agreed to lose the right of withdrawal following the full performance of the service by Register. Purely by way of example and without limitation, the Customer acknowledges that the start of the registration procedure for a domain name, a premium domain name, such as the activation of electronic mail boxes, as well as any other service in which Register has proceeded to make the request to the various competent Authorities and/or third-party suppliers, are equivalent to "complete supply of the service" within the meaning of Article 59, para. 1, lett. a) of Legislative Decree 206/2005.

i. After-sales support: the after-sales support service is provided via the Request Support channel in the control panel or by calling the number listed on this page <https://www.register.it/company/contattaci.html?lang=en> during the indicated days and hours.

l. Duration of the general conditions of contract and the individual service orders: The individual Service Orders are an integral and substantive part of the General Conditions of Contract and establish the terms and conditions of the specific service purchased by the Customer, while the General Conditions of Contract govern the relationship between Register and the Customer, regardless of the specific service purchased. The General Conditions of Contract are applicable indefinitely, while the individual Service Orders relating to the individual services purchased by the Customer are valid for one year and are renewable, either automatically or expressly. On his/her control panel, the Customer can change the renewal option from automatic to manual up to 20 days before the renewal date and from manual to automatic up to 30 days before the renewal date. Termination of a Service Order also involves termination of the General Conditions of Contract if the Customer has no other active services on Register, otherwise the General Conditions of Contract will remain in force until the last service purchased by the Customer expires. Customers cannot withdraw from a Service Order if the contract has been renewed automatically and must therefore await the expiry of the contract. Customers who have chosen the automatic renewal option and subsequently intend to terminate the contract are therefore requested to pay close attention and to remember to change the renewal option on their control panel from automatic to manual, so that on expiry the contract will cease to be effective between Register and the Customer.

m. Deposits or other financial guarantees: Customers are not generally asked for deposits or other financial guarantees. If the need for such requests should arise, Register will inform Customers promptly through notices on the website and by e-mail.

The conditions were updated on February, 16, 2024

The Customer undertakes to download, print, and keep these General Terms and Conditions of Service of Register and the Order of Service for the purchased service on a durable medium.