

GENERAL TERMS OF REQUEST FOR SEEWEB SERVICES (v. 1.0-2025)

(Customer Company commercial name)			
(Legal representative)			
(Street, number)	(City)	(State)	(c.a.p.)
(Vat #)	(Tel.)	(Fax.)	
(Project representative)	(email address)		

(please use clear and marked writing)

FIELD TECHNICAL DESIGNATED:

(Technical representative)	(email address)
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Place, date Stamp and signature

PLEASE SIGN THIS PAGE AND OTHERS THAN UPLOAD TO YOUR ACCOUNT AT <http://aop.seeweb.it/>

(VAR code)	(Customer Code)
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GENERAL TERMS OF CONTRACT (v. 1.0-2018)

The following definitions and terms regulate the contract for the supply and fruition of telecommunication services detailed in the respective description sheets available at <http://www.seeweb.com>.

1. Definitions

The parties that convene and agree to the provisions of the contract and terms therein contained, shall hereafter be referred to as:

CLIENT the party subscribing to this contract with the intent of utilizing the service made available by the SUPPLIER.

SUPPLIER the party providing the service defined in the agreement. This party is legally identified as SEEWEB srl, the proponent of this contract for the supply of services. Hereafter in the contract mention will be made of some technical or commonly used terminology, such as:

CLOUD HOSTING, CLOUD SERVER, CLOUD INFRASTRUCTURE The SUPPLIER makes physical/logistic resources available to the CLIENT, not exclusively and with pre-defined characteristics that can be modified by the CLIENT. Basically the CLIENT is offered the possibility to use the resources needed to manage an internet site with all the applications stated in the technical description.

HOUSING, COLOCATION The housing of physical resources owned by the CLIENT on the SUPPLIER's premises adequately equipped, and the supply of physical/logistic resources needed to operate the resources housed as stated in the technical description of the service.

MANAGED HOUSING The SUPPLIER makes physical/logistic resources available to the CLIENT exclusively, with pre-defined characteristics that may be modified by the CLIENT. All resources remain the property of the SUPPLIER and are granted in use to the CLIENT.

DOMAIN NAME A mnemonic name for the unambiguous identification of an IP resource on the web. The SUPPLIER, unless otherwise specified, carries out the registration and/or transfer of such name and sees to all the procedures for the CLIENT.

2. Subject of the contract

The SUPPLIER proposes to the CLIENT the stipulation of conditions that make it possible to use the services requested with the characteristics and applications defined for the service chosen, as detailed in the technical data sheet of the product, which is an integral part of this contract. Total or partial transfer to third parties, defined as "resale" of the services subject of this contract, is granted. Responsibilities and limitations established initially are maintained.

Any operation defined as subsidiary to the service subject of this contract, and requested by the client even after the stipulation, is subjected to the terms of this contract and considered a substantial part of the service.

The draft contract applicable is the one for the renting of objects or lease, by which the CLIENT will never become the owner of the services offered. The effects deriving from an eventual registration of the DOMAIN do not fall under this clause.

3. Supply procedure

The supply takes place according to the forms identified in the art. 1. The present general conditions are applicable to all services activated also after the first period of validity. These services will be provided according to the conditions indicated in the descriptive data sheet and they will be re-included in the general conditions of this agreement. The single services will be activated and cancelled according to the provided procedures, when not shown, it will be possible to refer to the general conditions about the cancellation of the art. 8.

4. Result Guarantee

The SUPPLIER undertakes to provide the service, with the characteristics conformant to those laid down in the product description sheets, at the date of service startup; hardware and software updates may, however, need to be carried out depending on contingent circumstances. The supplier also provides a continuity of service (SLA), except for different indication, from 99,00% to 99,90% referred to the solar month. Should the SLA not be respected, the supplier will recognize a compensation equal to the total fee based on the above-said monthly calculation and referred to the service for which the SLA has not been respected. In order to analyze the CLIENT service SLA as defined above, the service must be active uninterruptedly during all the calculation period and the refund request must be submitted within 90 days after the calculation period.

5. Liability for data

The CLIENT is fully liable for data inserted in the *permanent memory* reserved for him by the SUPPLIER, and for any controversy that may arise in connection with the distribution of such data over the web. With the signing of this contract, the CLIENT agrees to exempt the SUPPLIER from any civil and/or penal responsibility deriving from the storage and divulgation of data inserted by him that may be in violation of any law in force at the time of issue of this contract, or in the future for the entire duration of the contract.

The CLIENT is responsible for any violations of copyright caused by data or programmes subjected to royalties, and contained in the server but not explicitly provided by the SUPPLIER. Also the CLIENT shall stand surety for the SUPPLIER for any type of burden deriving from such violations, or from any violations made by the CLIENT and connected with the use, in any way, of the DOMAIN, as above specified.

6. Technical service and maintenance

The SUPPLIER offers technical assistance for hardware and software but limited to its own operative system and to the basic services mentioned. Under the terms of this contract the SUPPLIER is not responsible for maintenance of equipment needed because of, or in relation to, irregularities chargeable directly to the lack of skillfulness of the CLIENT. No technical assistance is given to the client for programming and/or management problems that are not directly associated with operations offered and indicated in the technical description sheet of the product, and directly linked to services offered by the SUPPLIER. Technical service is available to the CLIENT for the entire duration of the service supply contract, and the terms of use shall be released by the SUPPLIER on the above-stated website.

7. Duration of the contract

The current agreement has an indefinite duration, unless one of the parties provides other party with written notice of its desire not to renew it. The notice can be sent via registered letter or electronically, making sure that the supplier has correctly received it and with an advance of 15 days before the expiration date. The single services are defined, activated or stopped after related communication of the client by means of the portal arranged by the supplier. Even communications of start up and suspension by means of registered letter or by electronic means, as long as confirmed by the supplier, if with an advance of 15 days, will be considered equivalent.

All services, except for different indication, will be automatically renewed, based on the natural duration specified in the descriptive sheet of the product or service chosen.

Should the client have not any service active for more than three months, this contract will be considered as having expired.

8. Rescission

Should the CLIENT withdraw from this contract before its expiration, he is still liable for payment of contract duration rent rate even for the period in which the service is not utilized, as rescission damages.

The SUPPLIER reserves the right to totally or partially suspend the service without advance notice in the case of a serious breach for technical, behavioural or financial reasons on the part of the CLIENT, who is held liable for payment of the entire annual rent for the service indexed with possible related arrears. Should

the SUPPLIER no longer be able or willing to tacitly renew this contract at the date of expiration, he has to give advance notice 15 days before to the CLIENT who does not present any breach.

9. Payment

The CLIENT is liable for the payment of the rent due, according to the terms laid down for the type of service enjoyed, and indicated in the request, upon receipt of the invoice and by the date indicated therein. The CLIENT accepts any extra charges for cashing and communication expenses invoiced.

The CLIENT is responsible for verifying the regularity of his financial status with regards to the SUPPLIER. In case of delayed payment beyond the date of expiration of the invoice, arrears will be calculated; for unpaid services the rate of interest is equivalent to the arrears provided for by the art. 5 of law no. 321 of 9/10/2002 and calculated 'pro die'.

The SUPPLIER is granted the option to vary, updating the price lists on his site, the prices that are on the rise as indicated in the FOI index of consumer prices of the National Institute of Statistics – ISTAT.

10. Interruption of service

The SUPPLIER has the right to suspend the service offered, without advance notice, should one of the following circumstances occur:

a. the CLIENT is in arrears for non-payment of rent and/or start-up charges for services calculated in an invoice which has been expired for over 30 days. In this case the service may be resumed on condition that arrears, updated at the current interest rates, be paid along with an extra charge for re-activation set at 52.00 Euros plus VAT.

b. the CLIENT takes active part in attempts at violating information systems belonging to the SUPPLIER or to third parties, by using the service made available to him by the SUPPLIER.

c. the CLIENT represents a risk and/or unstable element because of programming and/or management activities that may damage the SUPPLIER.

Should the suspension of service be due to what is laid out in the above mentioned commas (a) and (b), the SUPPLIER has the right to extend the effects of the suspension even to other contracts, independent of the present one, regularly established and in force with the CLIENT.

For service "suspension" or "termination" is meant that it becomes totally impossible – temporarily or definitely – to make use of the services subject of the current contract with any means of telecommunications.

"Suspension" or "termination" of service does not entail the destruction of the material that may be involved in the use of the service, as indicated in art. 1. This material will be removed by the servers belonging to the SUPPLIER no sooner than 15 days from the date of suspension and/or termination of the service.

No damages may ever be claimed by the CLIENT from the SUPPLIER with reference to what is stated in the previous commas.

11. Competent court

The supply contract is regulated by the laws of the Italian Government.

The parties acknowledge Frosinone as the court of competent jurisdiction for controversies relevant to this contract; main competence shall be assigned to an arbitrator, who shall follow the procedure laid out in the statute deposited at the Chamber of Commerce, Industry, Agriculture and Artisanry – CCIAA – of Milan. Appeal on the part of the SUPPLIER to one of the procedures stated in art. 633 and following art. of the code for civil procedures, is considered an explicit waiver of the arbitration clause herein defined.

12. Notices for CLIENT and CLIENT site

Any notice related to this contract must be communicated in a written form and sent via registered letter with advice of receipt, or via telegram to the addresses indicated in this contract, and accepted as correct. Should the CLIENT give an erroneous address or fail to communicate any changes, notices sent shall be considered received all the same.

13. Deadline; withdrawal option

The date on which this contract comes into force between the parties shall be inferred from when the SUPPLIER makes the service available to the CLIENT by activating the service requested. Any supplementary services requested after start-up of the main service will be automatically discontinued at termination of the main service.

The so-called "withdrawal option" will also be valid as of the date above-stated in pursuance of the provisions of the decree law n. 185/99, which applies both to "consumers", as intended by the law, and to any other subject of law.

This right may be exercised within 10 days from the above-defined date.

Date: _____ Stamp and Signature: _____

14. Treatment of personal information

We inform you that your personal data will be treated only to provide the requested services, to send information related to those and for the completion of the contract. The current article is detailed in the section "Privacy" of the SUPPLIER's website.

The CLIENT consent for treating his data is relevant and necessary for the purpose for which the data are collected, namely the current contract and also in relation to third parties activities indispensable to the completion and the assessment of the obligations.

In compliance with the GDPR EU Reg. 2016/679, the SUPPLIER is the Holder of the treatment. In compliance with the art. 37 of the GDPR, the Holder has appointed data privacy manager. You can read more about personal data treatment, legal informations, data life cycle and any other information in the full Privacy Policy at the URL <https://www.seeweb.it/privacy>

We process and use personal data insofar as this is required for the performance of the contractual relationship with the customer. If you don't give your consent, the contract can't be completed.

Date: _____ Stamp and Signature: _____

In confirmation of this agreement we explicitly declare to have paid particular attention to what is herein laid down regarding the compelling nature of the supply contract proposal, the prices agreed on, the terms of payment and the following articles: Art.3 Supply procedure, Art.5 Liability for data, Art.7 Duration of the contract, Art.9 Rescission, Art.9 Payment, Art.10 Interruption of service, Art.11 Controversies, Art.12. Notification address; 13. Deadline; Withdrawal option, of which we accept and approve articles 1341,1342 of the Civil Code.

Date: _____ Stamp and Signature: _____