General Terms and Conditions for the Advanced Electronic Signature service

This document contains the General Terms and Conditions of Contract (hereinafter referred to as the "General Terms and Conditions"), which can be freely downloaded at the following link "https://www.intesigroup.com/it/documenti/" which govern the relations between Intesi Group S.p.A., a company with registered office at Via Torino, 48 Milan (MI) VAT 02780480964, hereinafter referred **to as "Intesi Group**" or "QTSP" and its Customers (hereinafter referred to as ").

Given that

- Intesi Group is a Qualified Trust Service Provider (QTSP) and is therefore included in the trusted list referred to in Article 22, paragraph 1, of Regulation (EU) 910/2014, as amended by Regulation (EU) 2024/1183 (hereinafter also referred as to "eIDAS"), as well as pursuant to art. 29, paragraph 6, of the Digital Administration Code (hereinafter also referred to as "CAD");
- As a Trust Service Provider, Intesi Group As may provide advanced electronic signature services pursuant to and in compliance with the eIDAS Regulation and the Digital Administration Code, as well as the relevant provisions and technical rules applicable to advanced electronic signature services;
- The technical, security and organizational requirements adopted by Intesi Group for the provision of the services covered by these General Terms and Conditions are fully described in the Certificate Practice Statement Advanced Cloud Signature, which is available for consultation and may be and freely downloaded from the following link https://www.intesigroup.com/it/documenti/, which form an integral part of the Contract.

In view of the foregoing, which is deemed to constitute an integral and substantial part of this agreement, the Parties hereby agree and stipulate as follows.

1 – Definitions and acronyms

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- ***Trust Services***: electronic services regulated by Regulation (EU) 910/2014, as amended by Regulation (EU) 2024/1183, which contribute to ensuring the authenticity, integrity and legal validity of digital documents and transactions. Such services include, in particular, the creation, verification and validation of electronic signatures, electronic seals and electronic time stamps, as well as the provision of certified electronic delivery and website authentication services.
- ***Trust Service Provider (TSP):*** a natural or legal person that provides one or more trust services, either as a qualified trust service provider or as a non-qualified trust service provider

- ***Qualified Trust Service Provider (QTSP):*** a trust service provider that provides one or more qualified trust services and has been granted the status of qualified trust service provider by the supervisory body;
- ***Local Registration Authority (L.R.A.)***: a legal person entrusted with the task of reliably identifying the certificate holders;
- ***Holder:*** the natural or legal person to whom the advanced electronic signature is associated and who has exclusive control over it;
- ***Subscriber: the*** natural or legal person who requests the activation of the advanced electronic signature service. The Subscriber may coincide with the Holder or act on behalf of the Holder in requesting activation of the service;
- ***Relying Party***: a natural or legal person who relies on electronic identification and information available from a Trust Service;
- ***Customer:*** Holder of the signature certificate or Subject requesting the activation of the service;
- ***Certificate:*** a certificate certifies the unequivocal association between the public key and the identity of the subject to whom it refers, for the purpose of verifying the integrity and authenticity of the associated data;
- ***Advanced Electronic Signature Service Request Form***: a paper or electronic form, including a declaration recorded during a video-session through which the activation of the Service is requested and these general terms and conditions are accepted.
- ***Public Key Infrastructure (PKI):*** infrastructure designed to support the management of public keys and the issuance of digital certificates for the purposes of authentication, encryption, data integrity and attestation of the traceability and attribution of electronic transactions to the relevant party.
- ***Certificate Practice Statement Advanced Cloud Signature***: the document describing the procedures adopted by the Trust Service Provider for the provision of Trust Services, with particular reference to the processes for identification of the Data Controller, activation, management and revocation of the advanced electronic signature service. The Certificate Practice Statement Advanced Cloud Signature may be unilaterally amended by Intesi Group at any time and is available at:
    - https://www.intesigroup.com/it/qtsp/documenti/
- ***Authentication Credentials***: the confidential code or codes, used to authenticatethe Certificate Holder;
- ***Device***: a physical or virtual tool used as part of the Advanced Electronic Signature service for identifying the Holder and using the signature data, including authentication or remote signature devices managed by the Trust Service Provider, as well as any hardware or software components (such as, but not limited to, tokens, applications or remote signature systems) that enable the Holder to exercisecontrol over the signature system.
- ***Identification and registration operations***: the identification and registration activities of the Certificate Holder or, where applicable, of the Subscriber, carried out by the Registration Authority Officer;
- ***Registration Authority Officer (RAO): a*** natural person authorised by the LRA to carry out the Identification and Registration Operations of the Holder on behalf of the LRA;

- ***Coordinated Universal Time (UTC):*** the reference time scale, expressed to the second, as defined in ITU-R Recommendation TF.460-6 (02/02);
- ***Price***: the amount paid by the Certificate Holder or, where applicable, by the Subscriber;
- ***Certificate Revocation List (CRL)***: a digitally signed list that identifying certificates that are no longer considered valid and therefore may no longer be used by Intesi Group.
- ***Online Certificate Status Protocol (OCSP):*** a standard protocol that allows the validity status of a given certificate to be determined in real time. Alternative instrument to the so-called "CRL" revocation list.
- **Electronic identification scheme (digital identity):** an electronic identification system under which electronic identification means are issued to natural or legal persons, or to natural persons representing legal persons.

2 – Structure of the Contract

2.1 The Contract consists of the following documents, which together govern the contractual relationship between the parties:

a) General Terms and Conditions for the Advanced Electronic Signature service;
b) Certificate Practice Statement Advanced Cloud Signature

These documents are available for consultation and may be freely downloaded from the official website of Intesi Group at the following link: https://www.intesigroup.com/it/qtsp/documenti/

3 - Subject

3.1 These General Terms and Conditions govern the provision by Intesi Group of the Advanced Electronic Signature service requested by the Customer.

3.2 The Service shall be provided by Intesi Group only by following the successful completion of the mandatory checks.

3.3 The Customer shall provide Intesi Group or to the LRA, with all information necessary and relevant to enable the Customer's reliable and unambiguous identification. The Customer shall be responsible for the accuracy and truthfulness of the information provided.

3.4 In the event that the information required for identification is obtained through a Qualified Electronic Signature or Qualified Electronic Seal certificate issued by another QTSP, Intesi Group shall not be held liable in any way for the content or accuracy of the information provided by the Customer and/or for the activities carried out by the QTSP that issued the qualified Electronic Signature certificate.

3.5 Where the information required for identification is obtained through an Electronic Identification Scheme pursuant to Article 9 of the eIDAS Regulation (e.g. Example SPID), issued by another QTSP, Intesi Group shall not be held liable in any way for the content, or for the truthfulness of the information provided by the Customer during the identification process or for the activities carried out by the QTSP that issued the digital identity.

3.6 Failure to provide the requested Service, for any reason, shall not result in any obligation on the part of Intesi Group to compensate or indemnify the Customer or the LRA.

4 – Conclusion, Duration and Termination of the Contract

4.1 The Contract shall enter into force on the date on which the request for the certificate of the Advanced Electronic Signature service is submitted.

4.2 Where payment of a price is required in order to use the Intesi Group Service, the latter shall be entitled to suspend or interrupt the provision of the Advanced Electronic Signature service in the event of late payment.

4.3 The maximum validity period of an Advanced Electronic Signature certificate issued by Intesi Group is three (3) years.

4.4 In the case of a Contract of indefinite duration, Intesi Group may terminate the Contract by giving 30 (thirty) days prior written notice.

Termination shall be notified to the CUstomer in writing by means suitable for providing evidence of receipt and the relevant date.

In the event of early termination of the Contract, the Customer shall only be entitled to a refund of amounts paid in respect of services that have not yet been provided or accrued as at the effective date of termination, excluding any further compensation or indemnification.

4.5 If either Party is found to be in breach of its obligations under the Contract and fails to remedy them within (15) fifteen days of receipt of a formal notice to remedy the breach issued by the non-defaulting Party pursuant to Article 1454 of the Italian Civil Code, the latter shall be entitled to to terminate the Contract for non-performance with immediate effect.

Termination shall take effect upon written notice being sent to the defaulting Party by means capable of ensuring proof of receipt and the relevant date.

4.6 The following shall constitute grounds for immediate termination of the Contract: the commencement agains either Party of judicial liquidation proceedings or other insolvency proceedings involving the termination of the contractual relationship, as well as the death of the Customer or the loss of legal capacity to act in the cases provided for by law, insofar as such events make it impossible to continue providing the Advanced Electronic Signature service due to the subsequent impossibility of identification or maintaining control of the Data Controller.

4.7 Upon termination of the Contract, Intesi Group shall deactivate the Advanced Electronic Signature service and terminate the associated access credentials, without prejudice to the retention of the electronic evidence and system logs generated during the provision of the service, within the limits and for the period required by the applicable law and the retention policies adopted by Intesi Group.

Termination shall not affect the validity of the Signatures affixed prior to the effective date of termination, nor the probative value of the related technical evidence, provided that such evidence was generated in compliance with the eIDAS Regulation and the applicable national legislation.

5 – Customer's Obligations

5.1 The Customer shall:

a) use the Services in accordance with these General Terms and Conditions and the Advanced Cloud Signature Certificate Practice Statement;
b) provide Intesi Group all information necessary to enable the proper provision of the Trust Services, provide evidence of identity and ensure the accuracy and timely updating of such information;

c) provide a physical address or an email address at which the Customer may be contacted;
d) where contractually required, pay the price of the service in the manner and within the deadlines specified by Intesi Group;
e) activate the service within (30) thirty days of the assignment of the Device and/or the Authentication Credentials. If the term expires without activation having taken place, Intesi Group may, for security reasons, suspend or deactivate the service. In such event, for the purposes of subsequent reactivation, the Customer may be required to repeat the activities necessary for the provision of the service, including, where applicable, identification and registration procedures and the review and acceptance of the contractual and technical documentation relating to the service. Any reasonable costs incurred for such activities shall be borne by the Customer;
f) use, store and protect the Authentication Credentials with the utmost diligence, in accordance with the provisions of the Certificate Practice Statement Advanced Cloud Signature
and applicable technical documentation, taking all reasonable measures to prevent misuse, unauthorized access or compromise;
g) not to disclose or make the Authentication Credentials available, directly or indirectly, to any unauthorized third party;
h) notify Intesi Group without undue delay in the event of theft, loss, unauthorized use of the Authentication Credentials or suspected compromise of their confidentiality, integrity or security, in order to allow the adoption of the measures necessary to manage the event. The Customer shall be liable for any damage resulting from wilful misconduct, negligence or improper use of the Authentication Credentials attributable to a violation of the obligations set out in these General Terms and Conditions.

5.2 Where the Service is requested by a third party other than the Data Controller, in addition to the obligations set out in these General Terms and Conditions, the Data Controller shall also:

a) inform the Holder of the Advanced Electronic Signature service of these General Terms and Conditions and notify Intesi Group without undue delay of any breach or improper use of the service of which it becomes aware, so that Intesi Group may take the necessary measures;
b) define and communicate, under its sole responsibility, to the Holder of the Advanced Electronic Signature service the procedures, application contexts and the administrative, contractual, commercial and financial limits within which the Holder is authorized to use the service. Intesi Group shall in no event be liable of any use of the Service by the Data Controller that does not comply with the instructions provided by the Customer;
c) if it becomes aware that the Service has been compromised, ensure the immediate cessation of the Holder's use of the Authentication Credentials and take all necessary measures to prevent further use.

5.3 If, in the context of the identification, registration and use of the Advanced Electronic Signature service, the Data Controller:

a) provides false, inaccurate, incomplete or outdated information concerning its identity and/or personal data;
b) obstructs, prevents or otherwise makes it impossible, including through fraudulent conduct, for the Qualified Trust Service Provider and/or the LRA to carry out a certain and unambiguous identification of the natural person, including, without limitation, through the use of false documents or the declaration of false personal details;

c) uses the Services improperly or unlawfully or otherwise fails to comply with applicable law, Regulation (EU) No. 910/2014 (eIDAS) as amended and supplemented by Regulation 1183/2024, these General Terms and Conditions, the Certificate Practice Statement Advanced Cloud Signature, or the written instructions given from time to time by the QTSP and/or the LRA;
d) carries out, directly or through unauthorized third parties, technical interventions, tampering, alterations or attempts to compromise the service;
e) fails to adopt or breaches the security service usage procedures described in the Certificate Practice Statement Advanced Cloud Signature, and intented to prevent and/or avoid the illegal or unauthorized use of the service by third parties;

the Data Controller shall be liable for any damage, loss or prejudice caused to Intesi Group and/or third parties as a result of the conduct referred to above and hereby undertakes from now on to indemnify and hold Intesi Group harmless from any liability, action, claim or demand for compensation, including claims brought by of third parties.

5.4 The Customer undertakes to promptly notify the QTSP and/or LRA any information, change and/or event that may affect the validity, effectiveness and/or proper use of the service, including, without limitation, any change in their personal details and/or identification data.

6 – Intesi Group's obligations

6.1 Intesi Group shall:

a) operate in compliance with applicable legislation, including Regulation (EU) No. 910/2014 (eIDAS) as amended and supplemented by Regulation 1183/2024, and the Certificate Practice Statement Advanced Cloud Signature;
b) undergo internal and external checks, audits and controls, aimed at ensuring and demonstrating compliance with applicable legislation, as well as with Intesi Group's internal policies and procedures;
c) allow the competent authorities and supervisory bodies access to Intesi Group's systems, within the limits and for the purposes strictly related to the exercise of their supervisory and control activities referred to in this clause, except in the event of unavailability of the systems due to scheduled maintenance, planned technical interruptions or loss of time synchronisation;
d) record and keep accessible for an appropriate period, even after the cessation of activities, all relevant information relating to data released and received by the Data Controller, in particular for the purpose of providing evidence in legal proceedings and ensuring continuity of service.

6.2 Certificates are available to the Customer through the Time4Mind Portal at https://user.time4mind.com.

The recorded data shall be protected and stored in a mannerensuring its integrity and security.

Any requests by the Customer or the Relying Party for evidence of the Service provided by Intesi Group, may be subject to an additional fee. Such fee shall be determined on a case-by-case basis according to the specific request.

7 – Information for the Relying Party

7.1 The Relying Party shall review in advance the characteristics, limitations of use, levels of reliability, risks and responsibilities associated with the Advanced Electronic Signature service, as governed by the

eIDAS Regulation, the Certificate Practice Statement Advanced Cloud Signature, as well as these General Conditions.

7.2 Before relying on an Advanced Electronic Signature, the Relying Party shall verify its validity andwhether it has been suspended, revoked, expired or otherwise ineffective, by consulting the Certificate Revocation Lists (CRLs) and/or through the Online Verification Service (OCSP) made available by the QTSP.

7.3 The Relying Party shall also verify in advance the absence of any limitations of use, value limits, functional restrictions or other limitations arising from the certificate, the Certificate Practice Statement Advanced Cloud Signature or the applicable legislation, and shall ascertain their compatibility with the specific context of use and the nature of the underlying transaction.

7.4 The QTSP shall not be liable for any damage, loss or prejudices arising from use of the Advanced Electronic Signature certificate and/or the service in breach of the limitation, restrictions or conditions of use established by the certificate itself, the Certificate Practice Statement – Advanced Cloud Signature or applicable law, including where use exceeds any value limits associated with the certificate.

8 – Limitation of liability

8.1 Intesi Group shall not be liable for the content, truthfulness, completeness or lawfulness of the data provided by the Customer, nor for the execution of the service requested by the Customer in relation to the certificate, except in cases of wilful misconduct or gross negligence and and subject to any other liability that may not lawfully be excluded or limited, including articles 33 et seq. of the Consumer Code and the provisions of the eIDAS Regulation. Therefore, the mandatory rights granted to the consumer pursuant to Legislative Decree 206/2005 ("Consumer Code") shall remain unaffected.

8.2 In particular, Intesi Group shall not be liable in the following cases:

a) lack of compatibility between the Advanced Electronic Signature service, including devices, applications, procedures or infrastructures of the Subscriber, the Relying Party or third parties, unless such incompatibility depends on defects attributable to Intesi Group;
b) unavailability of the service due to suspension or blocking in the cases provided for by the Contract and the related contractual documentation, provided that such measures are adopted in compliance with the principles of fairness, proportionality and good faith;
c) security deficiencies attributable to the Customer or the Relying Party;
d) breach by the Customer of the obligations set out in these General Terms and Conditions and the Certificate Practice Statement Advanced Cloud Signature;
e) errors, falsifications or frauds committed by the Customer, the Relying Party or third parties;
f) unavailability or malfunctioning of electronic communication systems or networks not directly controlled by Intesi Group;
g) non-performance due to force majeure or unforeseeable events beyond the reasonable control of Intesi Group;
h) malfunctioning of the service caused by deterioration, alteration, misuse or destruction of the Devices attributable to the Customer or third parties;
i) false, inaccurate or misleading statements made by the Customer;
j) Customer's use of names, email addresses, domain names, or other information contained in the Certificate in breach of any third party's intellectual property rights.

8.3 Intesi Group declares that it has obtained appropriate insurance coverage for damages resulting from failure to perform its obligations, in accordance with the legislation applicable to trust service providers under to the eIDAS Regulation.

8.4 The Customer undertakes to indemnify and hold Intesi Group harmless from any claim for compensation brought by the Relying Party or by third parties in connection with the events described in this clause, including any legal fees and interest, to the extent that such claims arise from conduct attributable to the Customer and without prejudice to any mandatory provision of applicable mandatory law, including consumer protection regulations.

8.5 The Relying Party undertakes to indemnify Intesi Group against liability arising from acts or omissions relating to the use of the Services that cause damage, loss or expens, including legal fees, where such consequences derive from:

a) breach of the obligations incumbent upon the Relying Party when relying on the service;
b) failure to carry out the necessary and reasonably appropriate checks in cases where the information contained in the Advanced Electronic Signature certificate is manifestly unreliable;
c) failure to check the status of the Advanced Electronic Signature certificate, with particular reference to suspension or revocation;
d) failure to verify any limitations of use indicated in the Advanced Electronic Signature certificate.

9 - Assignment

9.1 The Customer may not assign this Contract, or any rights or obligations arising herefrom, without the prior written consent of Intesi Group.

9.2 Intesi Group may assign this Contract or transfer, even partially, the provision of the Services to authorized third parties, including other Trust Service Providers pursuant to the eIDAS Regulation, where permitted by the applicable law and/or by the istructions of the competent Authority and subject to prior notice to the Customer.

10 – Contract Notifications and Amendments

10.1 Any communication or notice required or contemplated under this Contract shall be made in writing, in Italian or English, and shall be deemed validly executed: (i) in the case of registered mail, on the date of receipt; (ii) in the case of certified e-mail (PEC) on the date resulting from the receipt of delivery of the PEC.

The addresses are as follows:

Intesi Group S.p.A.

Via Torino, 48 – 20123 Milan, Italy.

PEC: tsp@ig-trustmail.com

Customer:

to the registered e-mail address or, failing that, the email address provided by the customer.

10.2 Intesi Group reserves the right to amend this Agreement unilaterally. In such case, the new terms and conditions shall be published on the Intesi Group website https://www.intesigroup.com/it/documenti/ or and/or communicated to the Customer at the email/PEC address provided by the Customer, with at least thirty (30) days before the date on which the amendments enter into force.

10.3 If the Customer does not formally accept the new terms and conditions, the Customer shall notify Intesi Group before the date on which they enter into force by certified e-mail (PEC) or registered letter

with acknowledgement of receipt. In the absence of such notice, i.e. non-acceptance, within the aforementioned period, the new terms and conditions shall be deemed fully accepted and shall eneter into force on the specified effective date. In the event of non-acceptance, the Customer shall be entitled to terminate the Contract with effect from the date on which the amendments enter into forceThe terms and conditions in force prior to such date shall remain applicable until then.

11 – Applicable Law, Court of Jurisdiction, Complaints and Dispute Resolution

11.1 This Contract shall be governed by Italian law**.**

11.2 The Customer may submit any request or complaint to the following PEC address: tsp@ig-trustmail.com

11.3 Complaints received by Intesi Group will be handled directly by Intesi Group in order to promptly and effectively resolve any dispute.

11.4 Any dispute that cannot be resolved directly by Intesi Group shall be subject to the exclusive jurisdiction of the Court of Milan, except where the qualifies as a Consumer according to Legislative Decree no. 206 of 6 September 2005 (Consumer Code).

12 – Protection of Personal Data

12.1 Intesi Group, acting as as Data Controller, shall process data in full compliance with Regulation (EU) 2016/679 (GDPR), Legislative Decree no. 196 of 30 June 2003 (the Personal Data Protection Code), as amended by Legislative Decree no. 101 of 10 August 2018, and any other applicable or subsequently enacted legislation concerning the protection of personal data.

12.2 All data provided by the Client to Intesi Group shall be processed exclusively for the performace of the Contract and compliance with legal obligations, as further described in the Certificate Practice Statement Advanced Cloud Signature and in the Privacy Policy (Qualified Digital Signature Certificates – QCS/ACS) available in its most recent version at:

https://www.intesigroup.com/it/privacy_policy/,

12.3 The Customer acknowledges and accepts that Intesi Group, in its capacity as Trust Service Provider, retains the electronic evidence and system logs generated during the provision of the service, including the data collected during the identification and registration phase and the information relating to the use and lifecycle of the advanced electronic signature service, within the limits and for the duration provided for by applicable law and internal retention policies adopted by Intesi Group. In the event of termination of the service, the aforementioned information may be transferred to another trust service provider or authorized party, where required by applicable law or necessary to ensure continuity of the service and the preservation of evidence.

13 – Miscellaneous provisions

13.1 This Contract constitutes the entire agreement between the Parties and supersedes and replaces any prior understanding, agreement, negotiation or declaration, however denominated, between them in relation to its subject matter. Any agreements, promises, warranty or undertaking other than those expressly provided for in this Agreement shall not be binding.

13.2 Any amendments and updates to these General Terms and Conditions and/or to the Certificate Practice Statement Advanced Cloud Signature will be published on the Intesi Group website at the following link: https://www.intesigroup.com/it/documenti/ and shall be governed in accordance with the provisions of the Contract.

13.3 In the event that any term or provision contained in the Contract, or its performance or application to either Party, is held to any extent be held invalid or unenforceable under applicable law:

a) such term or clause shall be deemed ineffective to the extent of such invalidity or unenforceability;
b) the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect in accordance with Applicable Law;
c) the Parties shall negotiate in good faith an amendment or replacement of such term or provision in order to achieve, to the extent reasonably possible, the purposes pursued by the Parties in this Contract.

14 Attachments:

a) Certificate Practice Statement Advanced Cloud Signature https://www.intesigroup.com/it/documenti/
b) Privacy Policy – Digital Signature Certificates (QCS/ACS): https://www.intesigroup.com/it/privacy_policy/

15 - Version Information

Date	Version	Changes
19/05/2026	1	Initial Version in Italian