**General terms and conditions of the time stamping service**

This document contains the full text of the General Terms and Conditions of Intesi Group S.p.A (https://www.intesigroup.com/it/qtsp/documenti/) based in Milano (MI) Via Torino, 48, VAT No. 02780480964, hereinafter referred to as "**Intesi Group**".

These General Terms and Conditions of the Time Stamping Service (hereinafter also only "**General Terms and Conditions**") govern the manner and terms under which Intesi Group provides the Time Stamping Service. Use of Intesi Group's Services implies full and unreserved acceptance of these General Terms and Conditions.

**1 - Definitions and acronyms**

- ***Trust Service - TS***: an electronic service that enhances trust and security in electronic transactions;
- ***Trust Service Provider - TSP***: natural person or legal entity that provides one or more trust services, e.g., Certification Authority;
- ***Time-Stamping Authority - TSA***: trust service provider that issues/releases time stamps using one or more time stamp units;
- ***Qualified Trust Service Provider - QTSP***: natural person or legal entity providing one or more Qualified trust services;
- ***Local Registration Authority (L.R.A.)***: legal entity entrusted with the task of certain identification of certificate holders;
- ***Contract***: means all contractual documentation including these General Terms and Conditions, and all documents and acts referred to therein, which govern the rules and methods of provision of the Service.
- ***Client***: natural person or legal entity signing the Contract with a TSA;
- ***Relying Party***: natural person or legal entity that relies on an electronic identification or Trust Service;
- ***Time stamping service***: trust service of issuing time stamps;
- ***Time Stamp***: data in electronic form that binds other electronic data to a particular time by providing evidence of the existence of certain data at a particular time;
- ***Certificate or Public Key Certificate***: public key of an entity, combined with other information, that is made unforgeable through digital signature with the private key of the issuing CA;
- ***Contract***: set of contractual documents relating to the provision of Intesi Group's Services to Unitholders;

- ***Public Key Infrastructure - PKI:*** infrastructure capable of supporting public key management for authentication, encryption, integrity, or non-disavowal services;
- ***Trust Service Practice Statement***: document outlining the procedures applied by the Time Validation Service Provider for the issuance, management, revocation, and renewal of Certificates. The TSP Practice Statement can be modified unilaterally by Intesi Group at any time and can be viewed on Intesi Group's website at https://www.intesigroup.com/it/qtsp/documenti/;
- ***Authentication Credentials***: the code or codes, kept confidential, for identifying the Client;
- ***Time-***Stamping U***nit - TSU)***: set of hardware and software operated as a unit that uses a single signing key for time stamping;
- ***Universal Coordinated Time (UTC)***: the time zone reference to the second, as defined in ITU-R Recommendation TF.460-6 (02/02);
- ***Price***: amount paid by the Client for the Time Stamping Service;
- ***Certificate Revocation List (CRL)***: a signed list showing certificates that are no longer considered valid (and therefore not usable) by Intesi Group. It can be accessed at https://www.intesigroup.com/it/qtsp/documenti/;
- ***Party***: separately, the Client or Intesi Group;
- ***Parties***: collectively, the Client and Intesi Group.

**2 - Subject matter**

**2.1** The subject of the Contract is the provision of the Time Stamping Service as described in the Trust Service Practice Statement

**2.2** The Time Stamping Service provided by Intesi Group is rendered in accordance with the eIDAS Regulation, Italian legislation, ETSI EN 319 421 and ETSI EN 319 401

**2.3** These General Terms and Conditions govern the provision and use of the Time Stamping Service and are binding on the Client when using the Time Stamping Service and on the Relying Party, when relying on the issued Time Stamps.

**2.4** the service may be used only as expressly stated in the Trust Service Practice Statement. The Time Stamp may not be used for any purpose or in any area or manner other than as outlined in the Trust Service Practice Statement.

Client

**2.5** The Client declares that the Time Stamping Services are intended solely for personal use or, in the case of a legal entity, for internal use related to its business activity and will not be resold to third parties.

**3 – Conclusion, Duration and Termination of the Contract**

**3.1** The Contract shall be deemed to be concluded upon Customer's acceptance of these General Terms and Conditions and payment of the Price or, alternatively, upon receipt by Intesi Group of Client's acceptance order of the relevant offer transmitted by Intesi Group.

**3.2** In any case, Intesi Group shall have the right to suspend the provision of the Time Stamping Service in case of late payment.

**3.3** The effects of the Contract are produced from its conclusion and last until the last of the time stamps purchased with a single purchase order is used. The duration of the Time Stamp is 20 years as stipulated in Article 53 of the Presidential Decree of February 22, 2013.

The use of the last of these purchased time stamps must take place within 30 months from the date of contract conclusion. After this period has passed, any remaining time stamps will no longer be usable.

**3.4** The Contract will be terminated as of right, pursuant to Article 1456, Civil Code, with simultaneous interruption of the Service and revocation of the time stamp credentials, in the event that the Customer is in default of the provisions contained in the clauses in Article 2 (Subject Matter), Article 4 (fees) and Article 5 (obligations of the Client), as well as the provisions of the Trust Service Practice Statement. Termination will occur as of right when the party concerned declares to the other by Certified E-mail that it intends to avail itself of this clause.

**3.5** The following shall also constitute grounds for immediate termination of the Contract: bankruptcy of one of the Parties, any type of insolvency proceedings to which one of the Parties is subject, Client’s death or inability to act. In the event of termination, for any reason, of this Contract, the consideration, referred to in Article 4 below, is still due and if already paid will not be returned.

Without prejudice to the payment of the fee, the compensation of any further damage suffered by Intesi Group in the event of non-compliance by the Client with the provisions of the Contract and/or all documents referred to therein shall remain unaffected.

**4 - Fees**

**4.1** The fees for the provision of the Service are established within the framework of the agreements between Intesi Group and the Client, who assumes all the obligations stipulated in the agreements with Intesi Group, in these General Terms and Conditions, in the annexes referred to therein, in the Trust Service Practice Statement. Specifically, the Client assumes the obligation to pay the fees due to Intesi Group for the Service.

**5 – Obligations of the Client**

**5.1** The Client has the obligation to:

a) use Time Stamping Services in compliance with *(i)* if any, Intesi Group's commercial offering, *(ii)* these General Terms and Conditions and *(iii)* Trust Service Practice Statement;

b) Communicate to Intesi Group all information necessary to enable the proper provision of the Time Stamping Services and ensure the accuracy and periodic updating of such information;

c) pay the Price in accordance with the time and manner specified by Intesi Group;

d) exercise diligence in the use, storage, and protection of Authentication Credentials as outlined in the Trust Service Practice Statement. In particular, the Client must take all necessary measures to avoid harm to third parties when using the Time Stamping Services;

e) not to sell, lend or disclose Authentication Credentials to third parties, directly or indirectly, for any reason;

f) immediately inform Intesi Group in case of theft or attempted theft of Authentication Credentials in order to enable Intesi Group to block the Services. Failure to do so will result in the Client being held solely responsible for any consequences that may occur against Intesi Group, the Relying Party, or third parties;

g) Implement, maintain and develop a technical infrastructure (including hardware and software solutions) such that the Services can be used in accordance with the Contract;

h) verify the various fields contained in the Time Stamp and the validity of the digital signature of the Time Stamp;

i) verify that what is validated matches what was requested to be validated. The Client must also verify that the Time Stamp contains the correct Intesi Group identification certificate, the correct data footprint, and the correct OID hash algorithm.

**5.2** In cases where, at the time of identification or subsequently, including by using false means of identification, the Client:

*(I)* uses the Services improperly by violating the law or causing harm to third parties;

*(Ii)* fails to take the necessary procedures to prevent illegitimate use of the Services by third parties;

shall be held liable for any damage caused to Intesi Group and/or third parties due to the false information indicated in the Services, releasing Intesi Group from any liability and any claim for damages.

**6 – Obligations of Intesi Group**

**6.1** Intesi Group has an obligation to:

a) operate in accordance with the Trust Service Practice Statement;

b) ensure that your reference clock is synchronized with Universal Coordinated Time within the stated limits of 1 second accuracy;

c) undergo internal and external audits in order to ensure compliance with relevant regulations and Intesi Group's internal policies and procedures;

d) ensure access to Intesi Group systems, except in cases of maintenance or unavailability of such systems, planned technical outages, and loss of time synchronization.

**6.2** Records of the Trust Service Provider shall be kept for the period stipulated in Article 15 no. 7 of the President Decree of March 30, 2009 and subsequent amendments.

Time stamp protocols, i.e. each Time Stamp issued, shall be retained for the minimum period stipulated in Article 15 no. 7 of the President Decree of March 30, 2009 and subsequent amendments.

Recorded data are protected and kept in a safe place for archiving.

Costs related to the request by the Client, or the Relying Party to Intesi Group for proof of the existence of the issued Time Stamps is borne by the applicants.

**7 – Information for the Relying Party**

**7.1** The Relying Party is required to review the risks, responsibilities, limitations, and uses related to Time Stamping Services as set forth in the Trust Service Practice Statement and these General Terms and Conditions.

**7.2** Before relying on a Time Stamp, the Relying Party must verify that the Time Stamping Unit has been properly used and that the Certificate associated with the private key used to sign the Time Stamp is not contained in the Intesi Group's Revoked Certificate List.

**8 - Limitation of Liability**

**8.1** Intesi Group is responsible for the performance of all obligations, set forth in the Trust Service Practice Statement and these General Terms and Conditions, in accordance with the legislation of the European Union.

**8.2** Intesi Group cannot be held responsible for the content or legitimacy of the data for which the Time Stamping Service is requested by the Client. Intesi Group has access only to the hash of the document (not the content) for which the Client requests the Time Stamping Service.

**8.3** Intesi Group shall not be held liable for any consequence, direct or indirect, caused by any act or omission in connection with the publication and use of the Services that result in liability, damage or loss, expenses of any kind, including legal fees, in the following cases:

- absence of compatibility between Time Stamping Services, including Client's or Relying Party's or third party's equipment, applications, procedures or infrastructure;
- unavailability of the Services due to suspension or blocking of the same provided for in the Contract;
- lack of security attributable to the Client or Relying Party;
- any violation of the Client's obligations contained in Section 5.1;
- errors and/or fraud committed by the Client, the Relying Party, or a third party;
- non-payment of the Price;

- any unavailability or malfunction of electronic communication systems or networks;

- failure of Intesi Group to fulfill its obligations, if such failure is due to malfunctions or security problems of the supervisory body, data protection supervisory authority, or any other public authority;

- non-performance of obligations by Intesi Group if such non-performance is caused by force majeure.

Intesi Group is also not, under any circumstances, responsible for any direct and/or indirect damage arising even alternatively i) from the loss, ii) improper storage, iii) improper use of credentials and/or failure to comply with the above, by the Client, as causes not attributable to Intesi Group.

**8.4** Intesi Group has taken out an insurance contract, covering damages resulting from failure to fulfill its obligations.

**8.5** In any case, Intesi Group will be liable for damages caused in cases of willful misconduct or negligence.

**8.6** The Customer shall guarantee and indemnify Intesi Group against any claim by the Relying Party or any third party for the events described in this clause (including reimbursement for legal fees and interest).

**9 - Cession**

**9.1** Assignment of this Contract by the Client is not permitted under any circumstances. Any attempted assignment or delegation will be considered invalid and ineffective.

**9.2** Intesi Group may assign its rights and obligations under these General Terms and Conditions upon prior notice to the Client.

**10 – Contract Notifications and Amendments**

**10.1** Any communication or notification required or expected under this Contract shall be made by certified mail or failing that to the email address provided by the Client. Intesi Group:

Address: Via Torino, 48 – 20123 Milano Italy.

e-mail: tsp@intesigroup.com

Certified e-mail: intesigroup@ig-trustmail.com

**10.2** Intesi Group has the right to unilaterally modify the Contract. In the event of a change, the new conditions will be posted on Intesi Group website https://www.intesigroup.com/it/qtsp/documenti/ or will be communicated to the Client by email to the address provided by the latter at least 30 (thirty) days before they become effective.

**10.3** In the event of non-acceptance of the new conditions, the Client must notify Intesi Group by certified mail or registered letter with return receipt of receipt before the effective date of the changes.

If the Client does not accept the new conditions, Intesi Group will continue to apply the old conditions until the conclusion of the Contract.

**11 - Applicable Law, Competent Court, Procedures for Complaints and Dispute Resolution.**

**11.1** This Contract is governed by Italian Law.

**11.2** The Client can send their inquiry or complaint to the following email address: tsp@intesigroup.com

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

**11.4** Any dispute that cannot be resolved directly by Intesi Group will be submitted to the exclusive jurisdiction of the Court of Milan, with the exception of the case in which the Client can be considered a Consumer according to the Italian Legislative Decree 206/2005.

**12 – Protection of Personal Data**

**12.1** Intesi Group processes data in accordance with the protection principles set out in the Trust Service Practice Statement and Privacy Policy, in full compliance with the provisions of Regulation (EU) No. 679/2016.

**12.2** All the data provided by the Client to Intesi Group will be used for the execution of the Contract, to fulfill the obligations required by laws and regulations, including tax regulations, and for the other purposes indicated in the Privacy Policy.

**12.3** Use of personal data for purposes other than those stated in the Privacy Policy requires the Client's consent.

**13 - Various Provisions**

**13.1** This Contract, any annex and/or any document executed and delivered in accordance with it contains the entire agreement between the Parties and supersedes any prior agreement. No agreements, promises, guarantees or commitments are considered valid except those expressly stated herein.

Updates to these General Terms and Conditions will be posted on Intesi Group website at https://www.intesigroup.com/it/qtsp/documenti/

Updates to the Trust Service Practice Statement will be posted on the Intesi Group website at https://www.intesigroup.com/it/qtsp/documenti/

**13.2** In the event that any term or clause contained in the Contract, or its execution or application to either Party, may to any extent be deemed invalid or unenforceable under applicable law:

a) such term or clause shall be deemed ineffective to the extent of such invalidity or inapplicability;
b) the remaining provisions of the Contract shall not be affected and shall continue in full force and effect in accordance with Applicable Law;

c) the Parties agree to renegotiate such term or clause in good faith, for the purpose of providing a reasonably acceptable alternative in compliance with the purposes pursued by the Parties with this Contract.

**14 - Information on Version**

| Data | Version | Modification |
|---|---|---|
| 30/11/2017 | 1.1 | Initial version in Italian |
| 17/01/2018 | 1.2 | Amendment to Section 8.6 |
| 20/03/2024 | 1.3 | General revision of the document |