

# Terms of Service

Terms and regulation of the services offered by Keliweb

## Cloud Applications

These supply conditions govern the contractual relationship that is concluded between Keliweb s.r.l. Single-member private limited Liability company (hereinafter only Keliweb) and the Customer for the provision of Hosting services as described below.

# Terms of Service

The Customer acknowledges that the service is offered by Keliweb s.r.l. Single-member private limited Liability company (hereinafter only Keliweb) through the internet under the following conditions:

The Cloud Applications Service is provided by Keliweb to the Customer by virtue of a separate and autonomous agreement between the same and the company Jelastic S.L. and / or the companies controlled by the latter and / or associated with it.

The Customer acknowledges and accepts that the provisions contained in the Cloud Applications Section which will be applicable to the Cloud Applications Service in accordance with the provisions of these terms.

## 1. Activation of the Service

### 1.1

In order to use the Cloud Applications service, the Customer must create a Jelastic account by providing an e-mail address, which will coincide with the username, and independently setting a password at the same time as activating the Jelastic account. The e-mail address provided by the Customer for the activation of the Jelastic account will be transmitted to the Jelastic Platform which will send the Customer the communications relating to the activation of the Jelastic account and its management.

### 1.2

The Cloud Applications service is offered with a free trial period of 30 days, after which, if the Customer does not proceed with the purchase of the same, it will be interrupted with consequent cancellation and loss of all data entered and configurations made.

## 2. Keliweb's obligations and limitations of liability

### 2.1

The Customer acknowledges and accepts, now by then, that with regard to the Cloud Applications Service, the obligations of Keliweb, referred to in the Contract, will be limited to the sole provision of first-level assistance and maintenance according to the level of competence.

Technical assistance will be provided exclusively on time and in the manner indicated in the Cloud Applications TOS Section.

In any case, the Customer is required to promptly notify Keliweb of any irregularities or malfunctions of the Service via ticket system. Keliweb undertakes to make every reasonable effort (taking into account the type of assistance purchased) to take charge of the Customer's reports.

- a) Type of intervention requested;
- b) Order of arrival of the request for intervention;
- c) Priority nature of the request for intervention.

In order to allow the correct and rapid execution of the intervention, the Customer undertakes to provide all the specifications and information requested by Keliweb. With the intervention referred to in this paragraph, exclusively of a technical nature, the Customer:

- a) Declares to be aware that this intervention may have a high degree of risk for the functioning of the Service or for the integrity of data and / or information and / or contents entered and / or processed by him through the Service;
- b) Acknowledges and accepts that Keliweb, by carrying out the intervention, assumes an obligation of means and not of results and that, in no case, it will participate in the management or implement interventions on the data and / or information and / or contents processed by him and / or entered through the Services and / or in his own remote location by not participating and / or determining them in any way;

c) Accepts, now by then, to take on all related risks;

d) Undertakes, now by then, to obtain, before carrying out the intervention, a complete backup copy of the data and / or information and / or contents entered and / or processed by the Service.

In any case the Customer, now by then, relieves Keliweb and / or the Companies controlled by it and their staff from any responsibility, as well as the external Companies in charge of the intervention and their staff, for any damage, direct or indirect, of any nature and species suffered for or because of said interventions.

Keliweb reserves the right to suspend or interrupt the provision of the Services to proceed with scheduled technical maintenance interventions. In this case, the Customer will be notified by e-mail with a 3 (three) days notice. This communication will also indicate the timing of the restoration.

In the event that extraordinary maintenance interventions, which cannot be programmed and cannot be extended, are deemed necessary, some temporary interruptions to the services will be possible.

Keliweb will not be liable in any way for damage caused by the interruption of services.

## 2.2

Keliweb makes no warranties regarding the Jelastic Platform.

It is expressly understood that Keliweb does not control or monitor the behaviors or acts put in place by the Customer through the Jelastic Platform or does not control or monitor the information and / or data and / or content entered by the Customer or by its collaborators using the Platform itself; in any case, Keliweb is and remains unrelated to the activities that the Customer carries out in full autonomy by accessing the Jelastic Platform.

The Customer acknowledges and accepts that once he has accessed the Jelastic Platform he is the only data controller, pursuant to EU Regulation 679/2016, of any personal data entered and / or processed through the Jelastic Platform for the entire duration of the Con-

tract and it will be your responsibility to provide Jelastic with the related instructions in this regard, in compliance with the provisions of articles 28 and 29 of EU Regulation 679/2016, including the appointment to Jelastic itself as the Data Processor.

## **3. Obligations and rights of the Customer**

### **3.1**

By accessing the Jelastic Platform, the Customer independently manages the purchased resources.

The Customer is the administrator of his own cloud environments and therefore responsible for the logical integrity of their configuration.

Keliweb specifies that it does not make any specific backup of the data and / or information and / or content processed by the Customer, for itself or for third parties or by the latter if authorized by the Customer, in the virtual infrastructure, therefore the Customer is required to make the backup complete with the data and / or information and / or content entered and / or processed by him in the virtual infrastructure and to take all the necessary security measures for the protection of the same.

Keliweb, therefore, will not be in any way responsible for any loss of data and / or information and / or content processed by the Customer.

### **3.2**

The Customer declares to be in compliance with the licenses of the software independently inserted and used through the Jelastic Platform and assumes the relative costs and the relative responsibilities of correct use..

### **3.3**

Notwithstanding the foregoing, the Customer acknowledges and accepts that Jelastic may modify the Jelastic Platform, or implement new versions at any time and for any reason.

## 4. Deactivation of the Service before expiration

### 4.1

The Customer acknowledges and accepts that Jelastic at any time and without motivation can interrupt the supply of the Jelastic Platform or withdraw and / or terminate the contract concluded with Keliweb, therefore from the moment of activation of the Jelastic Account for access to the Jelastic Platform the Customer releases Keliweb from any liability for any failure to use the Jelastic Platform.

### 4.2

If the circumstances referred to in the previous art. 4.1 Keliweb will notify the Customer of the withdrawal from the Contract according to the terms and methods indicated in the following art. 5.

## 5. Withdrawal

### 5.1

Keliweb reserves the right to withdraw from the Contract at any time and without the obligation to give reasons, by giving written notice to the Customer, with a 15 (fifteen) days notice, except in the case of events caused by force majeure, by virtue of which Keliweb reserves the right to withdraw from this contract with immediate effect. Once the term indicated above has elapsed, the Contract must be considered terminated and Keliweb may at any time deactivate the Service without further notice and refund the Customer the amount paid to purchase the Top-up and remained unused on the effective date of the withdrawal. In any case, any other liability of Keliweb for exercising the right of withdrawal and / or for the Customer's failure to use the Service or the consequent right of the latter to claim any other reimbursement or indemnity or compensation for any type and gender.

## Acceptance of terms of service relating to the “Cloud Applications” category

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Customer, after taking careful and specific knowledge and vision, approves and expressly accepts the following clauses:

- 2.1 provision of first-level assistance and maintenance by Keliweb
- 4.1 interruption of service by Jelastic
- 5.1 withdrawal from the contract by Keliweb