

## Terms of Service

Terms and regulation of the services offered by Keliweb

## Electronic Invoice

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 Electronic Invoice services as described below.

# 1. General Conditions

## 1.1

These General conditions, the technical / economic offer (s) presented on the specific section of the website <https://www.keliweb.it/fatturazione-elettronica.php> and all the attachments form and integral and substantial part, (hereinafter jointly the "Contract"), have as their object the supply by Keliweb of electronic invoicing and data processing in general (hereinafter the "Service"), with the technical characteristics, type, methods and limitations reported in the Order Form, under the conditions specified below, against payment by the customer (hereinafter the "Customer") of what was agreed in the offer presented on the website [www.keliweb.it](http://www.keliweb.it).

## 1.2

With this agreement, the parties regulate the terms, methods and conditions with which Keliweb provides the Customer with the services described below:

- 'Electronic Invoice' means the invoice-type document compliant with the technical rules relating to IT solutions to be used for issuing the invoices referred to in article 1, paragraph 213, letter b), of the law of 24 December 2007, no. . 244. in a structured format in compliance with the provisions of Annex A to Ministerial Decree 55 of 3 April 2013;
- With 'Sdl' (Exchange System), we mean the structure established by the Ministry of Economy and Finance through which the electronic invoices are transmitted to the Administration (Article 1, paragraph 211, Law 24 December 2007 n .244);
- 'Customer' means the subject, natural or legal person, who has requested Keliweb to carry out the activities and perform the Service;
- With 'Attachments' we mean the documents which detail the activities and the relative operating methods, technical execution of the Service;
- 'Manager' means the person in charge of the execution of the Service;
- 'Manual' means the Service Manual. The Manual describes the specific activities and pro-

cedures relating to the Service;

- 'User Name' means the identification name chosen by the Customer when registering for the Service, corresponding to the e-mail address of which the Customer declares to have exclusive ownership, access and control, and that allows to establish, unequivocally, the traceability to the Customer of the operations carried out in the context of the use of the Service;

- 'Access Credentials' means the set of information: Username, Password, any One Time Password (OTP) code, chosen and used by the Customer to register for the Service and to use it.

## **2. Methods of provision of Services and Assistance**

### **2.1 Means of information and communication**

For communications, the Customer must make use of the information and communication means made available by Keliweb in his customer area, and of the e-mail [efattura@keliweb.it](mailto:efattura@keliweb.it) (for assistance services);

### **2.2 Delivery of data and communications relating to processing**

For the purposes of the Service, the Customer carries out the following activities at his own expense, as described in the Manual:

1. Creation of data flows;
2. Sending the data flows;
3. Checks on data flows;
4. Consultation of the return receipts from Sdl;
5. Consultation and Exhibition of Documents.

The data can be sent via the online or uploading procedure, which can be performed within the prepared area. Keliweb will only accept the Data in the manner described in the previous paragraphs. For each data delivery made by the Customer in the manner referred to in the

preceding paragraph, Keliweb will make available to the Customer, in the manner provided for by the service and described in the Manual, one or more notifications containing the outcome of the operation.

In the event of a negative outcome, the Customer is required to make the changes highlighted in the relevant notification and independently repeat the data submission.

Keliweb assumes no responsibility for verifying the correspondence between the number of flows sent and the processing reports received.

## 2.3 Technical assistance and Service Level Agreement (SLA)

The technical assistance provided by Keliweb is provided exclusively on time and in the manner indicated on the website [www.keliweb.it/sla.php](http://www.keliweb.it/sla.php). In any case, the Customer is required to communicate to Keliweb, as previously indicated, any irregularities or malfunctions detected by the same in relation to each service.

In order to identify the SLA relating to the specific assistance services provided by Keliweb, the following are the service levels that Keliweb guarantees in the provision of services and for the execution of the activities entrusted:

	Activities	Service levels	Scope
1	Accessibility and availability of the Service	98% of the time, calculated on an annual solar basis	Application functionalities of the Service
2	Availability of reporting of the presence of anomalies in the Service	98% of the time, calculated on an annual solar basis	Communication of the presence of anomalies in the Service via the email address for the purpose set
3	Presidium Service for receiving notifications	9.00 - 19.00 every working day, Saturdays and days before holidays excluded	Management of notifications
4	Taking charge of reports	8 working hours, referring to the calendar indicated above	Management of reports

Keliweb prepares and sends to the Customer, on an annual basis, specific reports on the services, which summarize:

- time of service availability (in% of the total solar time of theoretical availability);
- number of critical incidents managed;
- number of NCs detected;
- number of complaints received.

## 2.4 Suspension of the Service

Without prejudice to legal obligations, Keliweb may temporarily suspend the Service to proceed with the maintenance of systems and other equipment necessary for the execution of the Service, notifying the Customer, with a notice of 1 (one) day.

Keliweb may suspend the Service even in the event of a violation by the Customer of the obligations placed on it according to the provisions of the Service Manual, by notifying the same by e-mail, without prejudice to any possible recourse against the person in charge. violations.

In the event that the execution of the Service is delayed, impeded or hindered by causes of force majeure and / or in any case not attributable to Keliweb, the execution itself will be considered suspended for a period equivalent to the duration of the cause of force majeure.

By 'Force Majeure' we mean any circumstance beyond the reasonable control of Keliweb and, therefore, by way of example and not exhaustively, it refers to: acts of public authorities, wars, revolutions, uprisings or civil unrest, strikes, lockouts or other labor disputes, blockades or embargoes, interruptions in the supply of electricity, floods, natural disasters, epidemics and other circumstances beyond the control of Keliweb.

## 2.5 Help-Desk Service

The Customer can receive from Keliweb all the technical information relating to both the assistance services and the Data processing services, by contacting the dedicated help-desk service as indicated on the page Contact.

## 3. Electronic Invoicing Service to PA and B2B

### 3.1

The Customer, under the conditions described in the offer on the site [https:// www.keliweb.it/fatturazione-elettronica.php](https://www.keliweb.it/fatturazione-elettronica.php) at the time of subscription, entrusts Keliweb with the role of “Intermediary” to provide for the preparation, subscription, forwarding to the Exchange System (SDI).

### 3.2

Keliweb, ai fini del Servizio, svolge a favore del Cliente, come specificato nel Manuale e con Keliweb, for the purposes of the Service, carries out for the Customer, as specified in the Manual and in accordance with the service requested by the Customer, one or more of the following activities:

1. Import of Customer Documents of the electronic invoice type;
2. affixing the digital signature to the Documents received, where required by law;
3. sending the signed Documents to SdI;
4. receipt from SdI of electronic invoices for the Customer;
5. management of SdI notifications;
6. digital archiving of the documents handled;
7. exhibition of the Documents.

## 4. Economic conditions and activation costs

### 4.1

The activation and use costs of the Services covered by the Contract are detailed in the offer on the website [www.keliweb.it](http://www.keliweb.it).

### 4.2

Any additional costs for processing that are not part of this agreement and previously agreed between the Customer and Keliweb, via email or ticket, will be invoiced, in advance, by Keliweb.

## 4.3

The activation and use costs may be changed at the end of the initial duration of the agreement, pursuant to Article 6 (hereinafter "Duration"), and of any subsequent renewal, upon prior written notice to be communicated to the Customer, by e-mail, registered letter or certified e-mail, at least 30 days before the deadline.

## 4.4

In the event of an increase in the fees, the Customer will have the right to cancel it by e-mail, registered letter or by PEC to be sent to Keliweb within 30 days following receipt of the communication of the aforementioned increase, and effective at the expiry of the Duration period.

## 4.5

The annual fees due from time to time by the Customer will be invoiced by Keliweb, in advance, in a single solution, upon acceptance of the Contract and, subsequently, on the first working day of any subsequent renewal.

# 5. Duration

## 5.1

This Agreement and each Service covered by the Agreement itself will have a duration until 31.12 of the year in which the Service is activated, unless otherwise indicated in the offer (s) on the Keliweb.it website, tacitly renewed for a calendar year at each expiration.

## 5.2

Any refusal of renewal, by one of the parties, will be communicated in writing by registered letter or via certified e-mail, by one of the parties to the other, at least 30 days before the deadline (except for the case provided for in article 5, paragraph 5.4).

## 5.3

Keliweb guarantees the Customer the Conservation and readability of the Documents for the agreed period and in any case up to the maximum period provided for by the legislation for each document category, starting from the date of the start of conservation of the documen-

ts, as certified by the time stamp applied.

## 5.4

Upon expiry of the contract, in the event of non-automatic renewal or in the event of its early termination pursuant to the following art.14 and, therefore, of termination of the contract, Keliweb guarantees the Customer the Conservation, readability and the possibility of downloading the Documents for a period of 6 months from the date of termination of the contractual relationship, at the end of which the Documents will be deleted without the possibility of recovery from the Keliweb infrastructure.

## 6. Payments

### 6.1

Payments of the agreed fees must be made in favor of Keliweb according to the methods available on <https://www.keliweb.com/payments.php>

### 6.2

All amounts and prices indicated in the offer on the website [www.keliweb.it](http://www.keliweb.it) are net of VAT.

### 6.3

For the purpose of concluding the contract, the Customer is required to pay Keliweb the amount set for the requested service plus VAT and any other legal charges. The Customer will not be able to assert rights or raise objections of any kind if he has not previously made the payments provided for in this contract.

### 6.4

The Customer acknowledges and accepts that, pursuant to the provisions of art. 52 paragraph 1 letter. e) Legislative Decree 206/2005, payment for the service must be made using one of the methods indicated in the online form, in particular by bank transfer, PayPal or credit card. In case of payment by bank transfer, the Customer is required to indicate the references necessary to identify the order placed (proforma number) and to send a copy of the bank accountant to the email address [amministrazione@keliweb.it](mailto:amministrazione@keliweb.it);



## 6.5

By accepting these General Terms and Conditions, the Customer explicitly agrees that the invoice will be sent and / or made available in electronic format.

## 6.6

Any credits existing in favor of the Customer by virtue of the failure to activate the Service, for any due cause, must be used by the latter for the purchase or renewal of Keliweb Services no later than the period of twelve months from the date of the payment. After the period of time indicated above has elapsed in vain, without the Customer having used the aforementioned credit, this will be considered definitively acquired and collected by Keliweb, without the Customer being able to claim its return or use.

## 7. Tax charges

### 7.1

Any tax, duty, levy or contribution in any case weighing on the fees or services provided for in the Contract will be charged to the Customer.

## 8. Communications

### 8.1

All communications to the Customer relating to this contractual relationship, unless otherwise established, may be made by Keliweb by hand, by e-mail, by registered letter with return receipt, ordinary mail or by fax to the addresses communicated by the Customer. and, consequently, they will be considered to be known by them.

### 8.2

Any changes in the Customer's addresses not communicated to Keliweb will not be opposable to it.

## **9. General obligations of the Customer**

### **9.1**

The Customer undertakes to transfer the files containing the data to be processed in the manner provided for in the previous Article 2.

### **9.2**

The Customer is responsible for his own information and application systems, of which he assumes the sole responsibility for compatibility with the Keliweb Services and Systems on the basis of the technical specifications highlighted in the Manual.

### **9.3**

The Customer is responsible for the correct conservation of the Access Credentials assigned to him by Keliweb. The Customer is informed of the fact that the knowledge of all the information, chosen and used by the Customer for registration for the Service and for its use, by third parties would allow the latter to access the Customer's data. The Customer is therefore required to keep these Access Credentials with the utmost confidentiality and with the utmost diligence and undertakes not to transfer them or allow their use to third parties. Keliweb cannot, in any case, be held responsible for any direct and / or indirect damage deriving from the Customer's failure to comply with the provisions set out above. The Customer undertakes to immediately notify Keliweb of any abuses found in the manner provided for in the previous article 2.1.

### **9.4**

The Customer guarantees Keliweb that he has fulfilled, with reference to the Data and their communication to Keliweb, the disclosure obligations provided by art. 13 of EU Reg. 2016/679.

## **10. General obligations of Keliweb**

### **10.1**

Keliweb will provide assistance within the limits established in the previous Art. 2.3 Service Level Agreement.

## 10.2

Keliweb will make available to the Customer any new Services and / or Products that will be developed during the “Duration”. In this regard, Keliweb will submit to the Customer a new offer which the latter will have the right to accept.

## 11. Confidentiality

### 11.1

The parties mutually undertake to keep confidential the information relating to their respective activities of which each becomes aware as a result of the execution of the requested activity and also undertake to commit their employees, agents and collaborators to keep such information confidential.

## 12. Limits of liability

### 12.1

Keliweb assumes no responsibility for any damage deriving from delays or non-fulfillment related to the execution of the Contract, due to force majeure such as, by way of example but not limited to, fires, explosions, strikes, riots, natural disasters, or due to acts or omissions of the customer, acts or omissions of civil or military authorities, delays in transport.

### 12.2

In any case, Keliweb does not assume responsibility for any unexpected and temporary interruptions of the Services due to causes not attributable to Keliweb; by way of example but not limited to: impossibility of communications, interruptions in the supply of electricity, strikes, including by one's own personnel.

### 12.3

For the forwarding of the files containing the Data pursuant to the previous Article 2, the Customer will be required to follow the instructions therein. The Customer will be identified exclusively through the Service Access Credentials; therefore any improper use of this information will remain at the sole risk of the Customer.

## 12.4

Keliweb assumes no responsibility for any damage caused by third parties who are not entitled to use the Services and / or Products in execution of the Contract.

## 12.5

For the provision of the Services, Keliweb will be free to make use of technicians unrelated to its organization, without prejudice to the responsibility towards the Customer within the limits of this art. 13. Keliweb assumes no responsibility for errors and / or delays attributable to defects in the media and / or malfunctions of the Internet connection that it may have authorized.

## 12.6

Keliweb reserves the right to modify these economic and service conditions also by virtue of any changed legal context of the applicable regulatory provisions.

## 12.7

If for any reason Keliweb, its employees or collaborators fail to fulfill their obligations under the Contract, Keliweb's liability towards the Customer will never exceed the amount already paid and calculated to expire with respect to the cost of the Service purchased, with the express exclusion of further other claims for damage, without prejudice to the hypotheses mandatorily provided for by law.

## 12.8

Keliweb will be liable to the Customer exclusively for damages connected to the execution of the Service and is not responsible for the content of the documents, for the failure to adapt the information and application systems of the Customer, incorrect or untruthful communication of data, presence of viruses or errors in the flows delivered by the Customer.

## 12.9

Keliweb declines any responsibility both towards its Customers and towards third parties for delays, malfunctioning, suspension and / or interruption in the provision of services due to breakdowns and malfunctions of the machines and software, whether owned by Keliweb or its suppliers. In such cases the customer acknowledges and accepts that he will have

nothing to claim from Keliweb as compensation.

## **13. Express termination clause**

### **13.1**

In case of non-fulfillment by the Customer of the obligations referred to in Articles 5 Economic conditions and activation costs, 7. Payments, 8. Fiscal charges, 10. General obligations of the Customer, 12. Confidentiality, the Contract signed by Customer will be considered terminated by law pursuant to Article 1456 of the Civil Code, where Keliweb decides to make use of this right by means of a special registered letter with return receipt or via PEC, with the right to compensation for damage.

## **14. Privacy protection**

### **14.1**

For the fulfillment of the obligations arising from this contract, the Customer authorizes Keliweb to process the data necessary for the activation of the service. Keliweb undertakes to treat the data and information transmitted by the Customer confidentially and not to disclose them to unauthorized persons, nor to use them for purposes other than those agreed in these General Conditions.

### **14.2**

In addition to the provisions of the preceding paragraph, the Customer is informed that, after assuming an obligation of confidentiality, the personal data will be communicated to the subjects delegated to carry out the services directly or indirectly connected with the subject of this contract.

### **14.3**

The Customer expressly declares to have been previously informed of the provisions of art. 13 of EU Reg. 2016/679 and to consent to the processing of their personal data for the purposes indicated. The Customer can exercise the rights referred to in Articles.15 and following

of EU Reg. 2016/679 by sending a communication as described in art. 2.1 and is required to communicate any changes to their data.

## 14.4

Trust Deed and appointment as Data Processing Manager (EU Reg. 2016/679). By signing this contract, the Customer appoints Keliweb, pursuant to art. 28 EU Reg. 2016/679 (GDPR) Responsible for the processing of data necessary for the execution of the service. As a result of the aforementioned appointment, Keliweb will be authorized to process the personal data of which the Customer is the Data Controller, within the limit of the activities provided for in the aforementioned contract.

Keliweb reserves the right to carry out any activity aimed at ensuring compliance with the relevant provisions in force and the task of managing, supervising and organizing all operations concerning the processing of personal data provided by the Customer / Owner, for the purpose of the correct execution of the activities subject to contract. In compliance with the provisions of the Privacy Code and EU Regulation no. 679/2016, it is specified that Keliweb will be required to:

A. Process the personal data provided by the Customer/Owner only for the purpose of providing the Services agreed by contract, using the technical and organizational measures provided for in the same and in the documents referred to therein. In the event that the Customer / Owner requires a different treatment than that indicated above or with specific exceptions with respect to Article 32 of EU Regulation no. 679/2016, he will have to express his will in advance and describe the measures he wishes to be guaranteed, which will later be evaluated and, if applicable, presented with a specific offer.

B. Ensure that the personnel responsible for processing personal data are bound by an obligation of confidentiality.

C. Adopt all the measures required pursuant to Article 32 of EU Regulation no. 679/2016;

D. Respect the conditions set out in paragraphs 2 and 4 of Article 32 of EU Regulation no. 679/2016 in order not to have recourse to a new personal data processing manager without prior authorization from the Customer / Owner. In the event that Keliweb is authorized to resort to this eventuality, it will have to impose on this Manager the same obligations it has subscribed to;

E. Assist the Customer / Data Controller of personal data with adequate technical and organizational measures, where possible, in order to ensure compliance with the rights of the Data Subject;

F. Assist the Customer / Data Controller in complying with the obligations;

G. Delete or return all personal data provided by the Customer / Owner following the termination of the provision of the services provided for in the contract;

H. Make available to the Customer/Owner all the necessary information regarding the obligations that Keliweb will be required to comply with towards the Customer / Owner himself, offering him the possibility of verification after agreement on the times and methods of implementation of this procedure, which does not will have to conflict with the confidentiality obligations assumed by Keliweb. The costs of this verification will be entirely borne by the Customer / Owner. In the event that Keliweb makes use of the collaboration of third parties for the activities described above, it will be its responsibility to provide for the erudition of these subjects regarding compliance with the rules prescribed by the Privacy Code and by EU Regulation no. 679/2016. Keliweb manages the processing of personal data by following all the instructions above, implementing every technical specification prescribed in the Privacy Code and EU Regulation no. 679/2016, taking into account the security requirements established for the provision of services. If anomalous situations occur, the suppliers of the aforementioned services will be required to promptly inform the Customer / Owner.

Additional third parties responsible for the processing who will be burdened with the same obligations necessary to guarantee the correctness, lawfulness and security of the data processing.

## **15. Jurisdiction**

### **15.1**

This Agreement is governed by Italian law. For any dispute inherent and consequent to this agreement and to the relationships deriving from it, the competent court is that of Cosenza.

## **16. General provisions**

### **16.1**

Any modification to the agreements reached through the signing of the Contract and its Attachments must result from a written deed, signed by both parties.

### **16.2**

The Customer may not assign or otherwise transfer the Contract or the rights deriving from it to third parties without the prior written consent of Keliweb.

### **16.3**

With regard to all that is not provided for in this deed, the Terms of Service available at the following web address are considered applicable: [https:// www.keliweb.com/tos.php](https://www.keliweb.com/tos.php) and the current regulations on the subject to which the Parties, by mutual agreement, make express reference, for every best effect.



Rende,

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## Keliweb Srl

Acceptance of terms of service relating to the “Electronic invoicing” category

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Customer expressly approves the agreements contained in the following articles of the General Conditions:

2.2 Delivery of data and communications relating to processing

5.3 Right to change activation and use costs

6.1 Automatic tacit annual renewal of the contract

7 Payments

8 Charges Tax

10.3 Customer responsibility for access credentials

12 Confidentiality

13.1 and 13.2 Exemption from liability of Keliweb by force majeure or from causes external to the will of Keliweb

13.9 Exemption from responsibility of Keliweb for breakdowns or malfunctions of the machines and software

14 Express termination clause

16 Jurisdiction

17.2 Prohibition to transfer the Agreement and the rights deriving from it.

Rende,

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## Keliweb Srl