

# Terms of Service

Terms and regulation of the services offered by Keliweb

## Hosting

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.

# 1. General Conditions

## 1.1 Introduction

The present general conditions have as object the norms for the Hosting services offered by Keliweb and are an integral part of the contract. The confirmation of the online order on the Keliweb website and the payment of the requested fee constitute full acceptance of the general conditions prepared and released in compliance with the provisions contained in the Legislative Decree 206/2005 (Consumer Code) and in the Legislative Decree 31 January 2007, n. 7 (Urgent measures for consumer protection, the promotion of competition, the development of economic activities and the creation of new businesses). Any additional services, with respect to those arranged in the offer, may be provided only after a feasibility study, by specific request of the Customer, in terms and fees to be agreed.

## 1.2 Characteristics of the service

The Keliweb Hosting service, chosen at the time of the order, can consist of a shared web space; the Customer acknowledges and accepts that, since the connectivity is shared among several users and in case of continuous use of the band or congestion of its own network, Keliweb reserves the right to limit the available bandwidth. The Customer, by signing this contract, accepts the characteristics of the any package purchased.

## 1.3 Additional Services and Options

### 1.3.1

Simultaneously with the request to activate a hosting plan, or after such request, the Customer can also purchase Additional Services (e-mail, statistics, backup service, etc.), as indicated on <https://www.keliweb.com>. The Customer also acknowledges and agrees that the Additional Services are provided with the features and functionalities indicated on the Keliweb.com portal.

The free domain forever, where provided with certain extensions, is offered only in case of simultaneous purchase of hosting service and domain. If the Customer purchases the services on different dates, he will not benefit from the free domain and will have to bear the costs of both services separately according to the billing cycles.

### 1.3.2

In the event that the Customer has purchased the Linux Hosting option, Keliweb will place at its disposal a series of applications ready-to-use and running on the Linux platform. In the event that you purchase a Windows Hosting Keliweb will put at your disposal a series of applications ready-to-use and running on the Windows platform.

The Customer will be able to install one or more applications; the list of applications made available may vary over time and for each of them will be indicated any requirements necessary to proceed with their installation. The Customer will be able to manage the service from the control panel provided by Keliweb.

The Customer acknowledges and accepts that:

A. the applications placed at your disposal by Keliweb may not be compatible with the applications used by the Customer or intended by the Customer, and / or may not be suitable for the purposes that he intends to pursue with them; therefore, the Customer now relieves Keliweb of any responsibility in this regard;

B. the responsibility for the choice, use and any incompatibility of the applications made available by Keliweb is and remains solely with the Customer who declares, now by then, to release Keliweb from any responsibility in this regard;

C. the updates must be made by the customer himself who must provide independently and, therefore, without the support of Keliweb, install them on the service made available. It is recognized, and the Customer acknowledges and accepts, that Keliweb will not be held responsible for any failure to communicate the updates of the applications, the failure and / or incorrect updating of the same applications by the Customer.

D. the applications, regard less of the date of their activation, have the same duration as the Hosting service;

### 1.3.3

In the event that the Customer has purchased the Additional Backup Service, the Customer will be able to manage the Backup service directly from his control panel.

The Customer acknowledges and accepts that:

A. the backup service, regardless of the date of its activation, has the same duration as the hosting service with which it is associated and, therefore, acquires the same expiration date;

B. the backup service must necessarily be associated with the Hosting service, therefore, the Customer can forward the renewal order only if the Hosting service with which it is associated has been renewed.

Backup copies, with the purchase of the Automatic Backup service, will be made every 24h and 48h and will be available to the Customer at any time, except for possible technical service interruptions due to breakdowns, malfunctions or maintenance of the machines and / or software. In this case the Customer will have nothing to claim as compensation for the unavailability and of the backup service.

The Customer acknowledges and agrees that, although the use of the backup service reduces the risk of data loss and makes it easier for the Customer to have a copy of all data available, there is the possibility that the backup may be incomplete and / or missing. Therefore the Customer is, in any case, also required to make a backup copy periodically and in full autonomy of the entire contents of the database. Keliweb will however make a backup copy for internal use. This copy can be requested by the customer directly from his customer area via Ticket and purchased through Specialized Assistance. The internal backup will be performed as follows: - one backup every 48 hours.

### 1.3.4

In the event that the customer purchases the Migration Support option, Keliweb is released from any liability if the website, during the migration process, should meet problems on the new hosting, already existing with the old provider. Keliweb makes a certified copy of all the files present in FTP and the database of the previous supplier, without modifying and / or altering any file relating to the website.

## 1.4 Service with web space and Backup discipline

In the event that the Customer has purchased a service with web space, the Customer acknowledges and accepts:

- A. to be the only person to have access to the security settings of the website;
- B. that the website is hosted or allocated on the computer system owned by Keliweb;
- C. that the data published on the website, in order to disseminate them on the Internet, constitute copies of the original data that remain in his possession and in his exclusive availability;
- D. that it's his exclusive responsibility to carry out, at its own expense, the backups, except for the conditions provided in the preceding paragraph. As a result, the Customer now exempts Keliweb from any liability in the event of total or partial loss of data, failure, malfunction, unauthorized access to the site or to the e-mail address due to any cause.
- E. Just in case of a customer request, our team will make a full reset of his hosting service. The operation requires an additional cost, that will be communicated at the time of the request.

## 1.5 Power of modification of Keliweb

The Customer acknowledges and agrees that the Service object of the Contract is characterized by technology in continuous evolution, for these reasons Keliweb reserves the right to modify for better the technical and economic characteristics of the Service, the instruments related to it and to vary the conditions of the Contract at any time, even after its signing, without this giving rise to obligations of any kind on the part of the Customer.

Keliweb reserves the right to modify the service and change the conditions of the offer at any time and without notice; in this regard it is understood that the contracts arranged prior to the inclusion of the changes or variations will in any case be accepted and complied with in full under the agreed conditions. The Customer acknowledges and accepts that Keliweb reserves the right to periodically change the management codes associated with the domain (login and password) and that the new data will be sent to the reference e-mail address indicated during the order.

Keliweb reserves the right to monitor the progress and consumption of site resources. If the load is too high compared to normal use of a site, at the discretion of the technical team, Keliweb reserves the right to submit a better solution to the customer, and if not, suspend the service and subsequently withdraw from the contract with a 7 days notice.

## **1.6 Limitation of liability of Keliweb**

Under no circumstances Keliweb will be liable for the malfunctioning of the services deriving from causes attributable to telephone lines, electricity and global and national networks, including breakdowns, overloads or interruptions, ddos attacks and computer attacks in general, and in any case for disservices caused by third parties. No compensation can be requested from Keliweb for direct and / or indirect damages caused by the use or non- use of the services purchased. Keliweb will not be held responsible for breaches of the services offered that derive from causes of force majeure. The user undertakes to hold harmless from all losses, damages, liabilities, costs, charges and expenses, including any legal fees that may be incurred or incurred by Keliweb as a result of any breach of the obligations assumed and guarantees given by the user with the signing of this contract or application form and in any case connected to the input of the information in the space provided by Keliweb, also in the event of compensation for damages claimed by third parties for any reason. The customer relieves Keliweb of any civil and criminal liability for the illegal use of the services used by him and his clients.

### **1.6.1**

In case of illegal use of the service or non-compliant use of the service, such that according to the reasonable judgment of Keliweb it may compromise the services, the security of the systems and infrastructures used by Keliweb or the rights of third parties (for example, processing of personal data, intellectual property) or even in the event of reports of offenses or violations, the services may be temporarily suspended, with the subsequent right of Keliweb to terminate the contract if the customer does not terminate such unlawful conduct or contrary to the TOS.

The Customer will not have access to Personal Data in the event of suspension of the Services due to unlawfulness or use that does not comply with the Contract or with the applicable laws and regulations. In such cases, the Customer may request the return and / or cancellation of the Personal Data.

## **1.7 Force Majeure, Catastrophic Events and unforeseeable circumstances**

None of the parties involved is responsible for failures due to causes of fire, explosion, earthquake, volcanic eruptions, landslides, cyclones, storms, floods, hurricanes, avalanches, war, popular insurrections, riots, strikes and any other unforeseeable and exceptional cause that prevents to provide the agreed service.

## **2. Duration of the Contract**

### **2.1 Conclusion of the Contract**

The Contract is finalized on the date of the correct and timely receipt by Keliweb of the Order Form, completed and accepted by the Customer in its entirety together with the payment of the fee for the Service. The sending of the Order Form, implies the complete acceptance by the Customer of these Conditions. Keliweb will begin to carry out the operations requested by the Customer on the date of conclusion of the contract.

The contract thus concluded has a duration equal to the period of time selected during the ordering procedure starting from the day of activation of the service, except as provided in the following art. 2.2 and 2.3. The Customer is responsible for the truthfulness of the information provided and acknowledges to Keliweb the right to take any further information for the purpose of activating the Service, in compliance with current legislation.

### **2.2**

The Service is activated in accordance with the times required by the availability of hardware resources and, in any case, in the shortest time possible. It is understood that the terms for the activation of the Service, possibly presented, must be considered merely indicative. The Customer is required to perform any services charged against it for the purpose of activating the Service; any delays due to the Customer's inaction will not be attributable to Keliweb.

It is expressly understood that Keliweb is not subject to any general surveillance obligation, therefore it does not control or monitor the behaviors or acts performed by the Customer through the Service or it does not control or monitor the information and / or data and / or content to any way treated by the Customer or by his agents and / or collaborators with the

Service itself; in any case, Keliweb is and remains unrelated to the activities that the Customer carries out in full autonomy by accessing remotely via the Internet through the Credentials for accessing the Service. In any case, once the Customer has had access to the Services he is the only owner, pursuant to Legislative Decree 196/03 and European Regulation n. 679/2016, of the processing of any data entered and / or processed through the Service for the entire duration of the Contract and for the 30 (thirty) days following its expiry.

Keliweb does not assume, under any circumstances, any responsibility for information, data, content entered or transmitted and, in any case, treated by the Customer through the Service and in general for the use made by the same of the mentioned Service and reserves the right to adopt any initiative and action, to protect its rights and interests, including the communication to the subjects involved of the data useful to identify the Customer.

## 2.3

Each payment made by the Customer will bear its own identification number and Keliweb will issue the invoice related to the payment within the following month. All amounts invoiced will be charged with VAT, which, together with any other fiscal charge deriving from the execution of the Contract, will be charged to the Customer. In any case, the Customer now releases Keliweb from any and all liability resulting from transactions or payments made.

Payments by Paypal and credit card must be made through your customer area; in case of use of the Paypal method and “send money” feature, it is necessary to notify Keliweb about the payment by providing the relative ID and date by e-mail to the address [amministrazione@keliweb.it](mailto:amministrazione@keliweb.it).

If the payment of the price, for any reason, is not valid or is revoked or canceled by the Customer, or is not provided, confirmed or credited for the benefit of Keliweb, the latter reserves the right to suspend and / or terminate with immediate effect the activation and / or supply of the Service if already activated. During the suspension of the Service, for whatever reason, the Customer may not have access to data and / or information and / or contents entered, transmitted and / or otherwise processed by the Service.

## 2.4 Contract Expiration / Renewal

By the deadline set for the service, this contract will cease to be effective unless it is renewed by paying the relative proforma (at the rates applied at the time of renewal); if the service is



not renewed before its natural expiration, the system will provide for automatic suspension after 72 hours from the deadline. In case of payment made within the set terms, the contract will be renewed for a further annuity / monthly installment otherwise the service renewal amount will be debited.

The Customer must also configure the cancellation of the service directly from his customer area, following the procedure described in the FAQs of the Keliweb website. The cancellation can be immediate, and this will involve the direct elimination of all data and configurations and therefore will also make it impossible to restore it, or on the natural expiry of the service. Furthermore, the Customer acknowledges and accepts that:

A. as the deadline is approaching, Keliweb reserves the right to send notices of the next termination of service in the event of non-renewal to the reference email accounts.

B. after the expiry date, Keliweb reserves the right to insert the expired domain notice in the website's the home page.

We remind you that Keliweb does NOT make automatic debits on credit cards or other payment methods for the renewal of services but the customer must ALWAYS renew the service directly from his customer area by paying off the system generated proforma, which will be available in the invoices section.

The Customer acknowledges and agrees that, on the expiry date of each Service and, in any case, at the end of the Contract to any due cause, the Parties will be automatically free from the respective obligations;

The Customer acknowledges and agrees that it is his exclusive responsibility to obtain and maintain a copy of the data and / or information and / or content processed by the Service(s), because, once the Contract is terminated or the Service expired, such data and / or information and / or contents may no longer be recoverable. In any case, the Customer raises, now for then, Keliweb from any and all liabilities for any loss or total or partial damage to data and / or information and / or content entered and / or processed by the Customer through the Service / s. The Customer is solely responsible for restoring the data and / or information and / or content entered and / or processed by the Customer, after reactivating the Service, if necessary by concluding a new Contract.

### **3. Services offered by Keliweb**

Keliweb services are distributed in the ways and under the conditions in which they are found on the date of the service activation request, as published on the keliweb.com website which the Customer, by accepting these general conditions, explicitly declares to know and accept. It should also be noted that neither Keliweb nor any of its licensees, employees, collaborators or agents guarantee the suitability of the service, subject of this contract, to any specific function. Keliweb or anyone who has participated in the creation and provision of the services in question cannot be held responsible for any damage (direct or indirect) connected to the use of the services offered or to the interruption of their functioning. We also want to specify that Keliweb s.r.l. Single-member private limited Liability company is only responsible for the sale of services on the websites [www.keliweb.it](http://www.keliweb.it) and [www.keliweb.com](http://www.keliweb.com). No liability is accepted for sites other than the two mentioned above.

### **4. Obligations of the parties**

#### **4.1 Obligations relating to the use of the Service**

The Customer undertakes to use the Service in accordance with the provisions of the Contract and the institutional website, in compliance with the law, current legislation on morality and public order.

The customer undertakes:

A. To guarantee that any material that he enters into the network through the services offered by Keliweb, both in its legitimate and complete availability, does not conflict with mandatory rules, does not violate any copyright, trademark, patent or other right of third party or Keliweb protected by law or contract. Any copyrighted material may be placed on the network only if the customer has obtained the rights of use from the actual owner of the relative copyright and reports the source;

B. Not to use or to let third parties use Keliweb's services against morality and public order, in order to disturb public or private peace, to cause offense, or direct or indirect damage to anyone (by way of example: the inclusion in the web space of dialers or materials or extracts of material dealing with pornography, pedophilia or racist or fanatical apologies is prohibited);

C. To keep in the strictest confidence and not transfer the credentials to access the services (login and password) to third parties;

D. To change his password to access at least every three months, relieving Keliweb of any responsibility in case of legal action, loss or damage (including legal and honorary fees) resulting from failure to observe the provisions regarding the conservation, modification and custody of the aforementioned password;

E. To use the web space eventually purchased and made available by Keliweb solely and exclusively for the publication of the website and not as a repository, a tool for simply storing files and / or material that can be downloaded from other sites; C. Conservare nella massima riservatezza e da non trasferire a terzi le credenziali di accesso ai servizi (login e password);

F. Not to undertake acts intended to violate or attempt to violate the privacy of private messages, to damage the integrity of the resources of others or to cause direct or indirect damage to anyone (by way of example using pirated software, cracks, key generators, software serials, computer attacks of all types including DOS attacks, viruses or other harmful components);

G. Not to take part in attempts to violate the IT systems and security of Keliweb or third parties networks by means of the service made available by Keliweb which may give rise to civil and / or criminal liability;

H. Not to access the systems, networks and / or information of third parties that have not provided explicit authorization, using scanning / probing techniques, vulnerability tests, security breach attempts;

I. Not to create situations of danger and / or instability and / or other problems of a technical nature as a result of programming activities and / or methods of use that affect the quality of the customer's service or that of other customers in order to cause damage to the same, to Keliweb and / or to third parties;

J. Not to use Keliweb services to contravene directly or indirectly the current Italian legislation;

K. Not to publish websites with gambling content, online casinos or in any case content that does not comply with the provisions of law 401/1989 and subsequent amendments and additions, in the absence of the necessary authorizations required by current legislation.

In this case the customer is required to send to the provider, before the publication of the aforementioned contents, a copy of the concession, authorization, license or other authorization. It is understood that in the event that Keliweb becomes aware of websites or links (hyperlinks) to other websites for which no copy of the aforementioned authorization has been provided, Keliweb reserves the right to suspend the service until the supply of the requested documentation, excluding any compensation for the period of unused service;

L. Not to offer information to the public (textual or graphic) that is harmful to Keliweb's image through the services provided;

M. Not to carry out spamming or equivalent actions (for a definition of spam see "A Set of Guidelines for Mass Unsolicited Mailings and Postings (spam \*) and not to introduce or send programs (viruses, trojan horses, etc.) that compromise the functioning of the network;

N. Not to carry out phishing or other equivalent illegal actions aimed at stealing personal data or other confidential information from users (including but not only: access codes, passwords, userIDs);

O. Not to store sensitive data and / or judicial data on the site, if you have purchased a service with a shared web space;

P. To take charge of the protection of the data, in the event that it has purchased a service with a shared web space;

Q. Not to publish websites with journalistic content and not to consider and / or indicate Keliweb as a publisher and / or supplier without the estimates and respective written consents by the same, in the event that it has purchased a service with web space;

R. To read and accept all the rules contained in the Keliweb policy, available at <https://www.keliweb.com>;

S. NottouseorhavethirdpartiesusetheServicetocausdamageor harm, in any way or form, to the image and trademarks owned by Keliweb. In the event of violation of one or more of the aforementioned obligations, Keliweb will have the right to cancel any unauthorized material and immediately suspend the service without any prior notice, reserving the right to terminate the contract pursuant to the following art. 5 and to withhold the sums paid by the Customer as a penalty, except for the compensation of the greater damage.

The customer acknowledges and agrees that nothing will be required from Keliweb by way of compensation for damages for the measures that it has deemed appropriate. In any case, the customer assumes, now for then, all responsibility regarding the violations mentioned above and undertakes to indemnify and hold Keliweb harmless from any prejudicial consequence. The customer acknowledges and accepts that in the event of a dispute with third parties, Keliweb reserves the right to suspend the service and / or remove all or part of the material, waiting for the resolution of the dispute, explicitly excluding any and all compensations or liability of Keliweb for the non-use of the services during the suspension period and / or for the removal of the material.

The traffic on hosting services is unlimited. However, it is not possible to harm other users. If the traffic of your website damages in any way the traffic of other users, Keliweb reserves the right to temporarily suspend or terminate the web space without any obligation to notify and / or request payment of an additional amount for that traffic. Keliweb reserves the exclusive right to decide if a user's traffic is considered problematic on a given server. If a service is suspended or terminated, the user will not be reimbursed for any amounts paid in advance for the subscription.

Keliweb reserves the right to limit / reduce the use of services if necessary for operational or safety reasons. Furthermore, Keliweb reserves the right to access customer user data. In this case, Keliweb will observe the rules of professional secrecy.

## **4.2 Obligations relating to data communication**

The customer guarantees that the personal data provided to Keliweb for the purposes of the conclusion and correct execution of the contractual relationship are correct, updated and truthful; otherwise, if, following a specific request by Keliweb, the same does not give adequate proof of the truthfulness of the data provided, or does not communicate the actual

data, Keliweb reserves the right to:

- refuse the activation request;
- suspend services;
- cancel any data modification operations, ownership changes, etc.
- terminate the contract, pursuant to the following art. 5, withholding the sums paid by the Customer as a penalty, without prejudice to compensation for greater damages. The customer acknowledges and agrees that, in the event that Keliweb, at its sole discretion, deems it to have any reason to doubt the truthfulness of the data provided by the Customer, it reserves the right, from now, to suspend, with immediate effect and without notice, service for an indefinite time. It is understood that the customer cannot submit to Keliweb any request for compensation for damages for the time in which he did not use the Service. The customer is obliged to notify Keliweb of any change in the data provided within and no later than 7 (seven) days from the occurrence of the same, in the following ways: e-mail or ticket system.

Upon receipt of the aforementioned communication, Keliweb may request additional documentation to prove the communicated changes. In the event of failure by the Customer to communicate, the undersigned reserves the right to suspend the service, with immediate effect and without notice.

## **5. Termination of the Contract**

### **5.1 Express termination clause**

This contract terminates by law, pursuant to art. 1456 of the Civil Code, authorizing Keliweb to interrupt the Service offered without prior notice and assigning Keliweb's Owned Resources to new Customers if the same Customer:

- A. assign all or part of the contract to third parties, without the prior written consent of Keliweb;
- B. fails to pay the requested fee;
- C. acts or appears as an agent of Keliweb;
- D. is subjected or admitted to a bankruptcy and/or bankruptcy procedure;
- E. uses the services in way so ther than those established by Keliweb.
- F. contravenes clause 4.1 and 4.2

In these hypotheses Keliweb will communicate the successful termination by PEC or Racc.

AR and will retain the sums paid by the Customer as a penalty, except for compensation for greater damages.

From the termination of the Contract on, occurring in the cases provided for in this article, the Service is deactivated without prior notice. In these cases, the Customer acknowledges and agrees that the sums paid by the same will be retained by Keliweb as a penalty and Keliweb will be entitled to charge the Customer with any further charges that it has had to bear, remaining in any case except its right to compensation for any damages suffered.

## **5.2 Withdrawal by Keliweb**

Without prejudice to the above, Keliweb shall have the right to withdraw from this contract at any time without giving reasons, with a 7 days notice sent by registered letter with return receipt, or alternatively by certified e-mail (PEC) or by e-mail. After the deadline, if the service has not already been suspended pursuant to art. 4.1, Keliweb may at any time deactivate, disable, obscure and in any case render the site and / or email accounts unusable. It is understood that the customer is required to copy the contents entered into his own space as Keliweb, once the notice period has expired, does not guarantee recovery. Furthermore, in the event of withdrawal, Keliweb will be required to return to the Customer the rate of the service price corresponding to the days not used until the next natural expiration of the relationship, remaining explicitly excluded any and all other reimbursement or compensation or liability of Keliweb for non-use by the Customer of the service in the remaining period. Keliweb reserves the unequivocal right to terminate the service at any time and without prior notice in the event of fraud or alleged fraud.

The customer is required to identify himself, should Keliweb request it, in order to be able to use the services purchased. In case of failure to communicate The service could be terminated and as such unrecoverable. The service may also be suspended at any time and without notice, at the discretion of the technical and / or administrative department. It will be the responsibility of Keliweb s.r.l. Single-member private limited Liability company to motivate the suspension by sending an email message on the registration email used when purchasing the services.

## 5.3 Withdrawal by the Customer

The Customer, which can be qualified as a consumer and identified, pursuant to art. 3 of Legislative Decree 206/2005 (so-called Consumer Code), in the natural person who acts for purposes unrelated to his business or professional activity, will have the right to withdraw from this Contract at any time, without any penalty and without indicating the reasons, sending the relative communication, with attached copy of a valid identity document, by registered mail with return receipt to Keliweb, Via B. Diaz, 35 - 87036 Rende (CS) or via Pec to [keliweb@kelipecc.it](mailto:keliweb@kelipecc.it) or by request in his customer area. The withdrawal will be effective 30 (thirty) days from the date of receipt by Keliweb of the aforementioned communication and Keliweb will deactivate the services. In the event of a transfer request, Keliweb will communicate any authorization codes to the reference e-mail address. In the event that the customer also requests reimbursement of the price of the Service for the days not used until the subsequent natural expiry of the relationship, Keliweb is not obliged in any way to make such reimbursement.

The customer acknowledges and agrees that the aforementioned right of withdrawal is recognized, in accordance with Legislative Decree 206/2005 and Law 40/2007, only to customers who qualify as consumers. In the event of cancellation, termination or unlawful termination by the Customer, Keliweb is hereby authorized to withhold the sums paid by the Customer as a penalty, except for compensation for greater damage. In any case, it is understood that the customer is required to copy the contents entered into his own space, as Keliweb does not guarantee the recovery.

Without prejudice to the above, the Customer, whether or not he qualifies as a "consumer" pursuant to art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), will always have the right to withdraw from the Contract at any time, without any penalty and without indicating the reasons, with a written communication and attached copy of an identity document, sent by registered letter with return receipt to the addresses indicated above.

The withdrawal will be effective within 30 (thirty) days from the date of receipt by Keliweb of the aforementioned communication, legitimizing Keliweb to disable the Service.

Once the aforementioned deadline has expired, the Contract must be considered terminated and / or terminated.



In any case, any other responsibility of Keliweb for the exercise of the right of withdrawal and / or the non-use of the Service by the Customer or the consequent right of these to claim repayment or compensation or compensation of any kind and remains gender.

Alternatively, the Customer can exercise the Right of Withdrawal with a refund (satisfied or reimbursed) in the following ways:

A. For Services with a Monthly and Quarterly billing cycle, are fund can be requested for the amount paid within 7 days from the date of purchase of the service. No reimbursement will be made for the purchase of software licenses or for the registration of one or more domains associated with the service;

B. For services with a semi-annual, annual, two-year and three-year billing cycle, a refund can be requested within 15 days from the date of purchase of the service. No reimbursement will be made for the purchase of software licenses or for the registration of one or more domains associated with the service.

The request must be made via Administrative Ticket from within your customer area.

## **6. Responsibility**

### **6.1 Disclaimers of liability of Keliweb**

Keliweb disclaims any responsibility both to its customers and to third parties for delays, malfunctions, suspension and / or interruption in the provision of services due to:

A. force majeure and/or unforeseeable circumstances;

B. fact of the third party (by way of example but not exhaustive: unauthorized publication by third parties of the texts entered by the Customer in any messaging area, public or private).

C. malfunctioning or non-compliance of the connection devices the customer has equipped with.

D. failures and malfunctions of the machines and software, whether owned by Keliweb or its suppliers. In such cases the customer acknowledges and accepts that nothing will be

required of Keliweb as compensation. The customer must notify to Keliweb immediately or no later than 24 calendar hours of any irregularities in the service. Any damage caused by a poor communication will be considered the Customer's responsibility.

Keliweb does not offer any guarantee regarding the use of the Service as regards the protection and conservation of data and / or information and / or contents, except for the activation by the Customer of a specific accessory service. Even in the event that the Customer has purchased the Backup Service from Keliweb, although the aforementioned service reduces the risk of data loss and makes it easier for the Customer to have the copy of it available, the possibility that such a backup copy, even for technical reasons, may not be available at the time the Customer intends to use them.

## **6.2 Responsibilities of both Parties**

Keliweb and the customer mutually undertake to treat as confidential any data or information known or managed in relation to the activities for the execution of the service provided by Keliweb.

## **6.3 External Data Processing Manager**

Keliweb does not assume, under any circumstances, any responsibility for information, data, content entered or transmitted and, in any case, treated by the Customer through the Service and in general for the use made by the same of the aforementioned Service and reserve the right to adopt any initiative and action, to protect their rights and interests, including the communication to the subjects involved of the data useful for allowing the identification of the Customer.

Keliweb is in no way responsible for the content that the Customer uses through the purchased Hosting Service. Keliweb, therefore, remains extraneous to any type of activity that the Customer or his collaborators carry out in full autonomy, following the delivery of the credentials, provided at the time of the purchase of the Service. The Customer, through these credentials, remotely controls every personal activity performed through the use of the services purchased. The Customer, once obtained the aforementioned credentials, also becomes the sole owner of the processing of personal data released during the purchase, for the entire duration of the stipulated contract and for the thirty days following its expiry, in accordance with the Legislative Decree 196/03 and EU Regulation n. 679/2016.

### 6.3.1 Appointment as Data Processor

As a result of the completion of this contract pursuant to the provisions of EU Regulation 2016/679 and the applicable legislation, the Customer, as owner of the personal data processed through the service chosen among those ones covered by these conditions, as well as for the Hosting service, regulated here and for other services that expressly request it, appoints Keliweb as the subject in charge of processing personal data, with a detailed description of the tasks and charges to be fulfilled by virtue of this role, for the duration of the contract signed between the parties and possibly beyond the deadline. As a result of the aforementioned appointment, Keliweb will be authorized to process personal data of which the Customer is the Owner, within the limit of the activities envisaged by the aforementioned contract. Keliweb reserves the right to carry out all activities 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 covered by contract. In compliance with the provisions of the Privacy Code and EU Regulation n. 679/2016, we specify 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 in the same contract and in the documents referred to it. In the event that the Customer / Owner requires a different treatment than the one indicated above or with specific exceptions with respect to article 32 of EU Regulation no. 679/2016, he must first express its will and describe the measures he wishes to be guaranteed, which will then be evaluated and, if applicable, presented with a specific offer.

B. Ensure that the personnel in charge of processing personal data are bound by a duty 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 resort to a new person in charge of processing personal data unless 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 as it signed;

E. Assist the Customer / Data controller with the processing of personal data with adequate technical and organizational measures, whenever possible, in order to guarantee the respect of the rights of the Data Subject;

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

G. Cancel or return all personal data provided by the Customer / Owner following the end of the provision of the services provided by the contract;

H. Provide the Customer/Owner with all the necessary informations regarding the obligations that Keliweb will be obliged to respect towards the Customer / Owner, offering him the possibility of verification, arranging on times and methods of implementation of this procedure, which it must not 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 concern to provide for the erudition of these subjects with regard to compliance with the rules prescribed by the Privacy Code and EU Regulation no. 679/2016. Keliweb manages the processing of personal data by following all the instructions above, implementing every technical specification prescribed within the Privacy Code and the EU Regulation n. 679/2016, taking into account the safety 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. The services provided by Keliweb, compatibly with the technical specifications of the same, allow the owner to process the data according to the schedules and methods he himself has set and managed independently, subject to the applicable legal provisions. The scope of the appointment to Keliweb relates solely to the processing of personal data entered and / or transmitted autonomously by the Data Controller through the chosen Service and / or within the same, and in any case, in compliance with the purposes aimed at its correct delivery by Keliweb and in accordance with the applicable regulations from time to time in force. It is understood that, pursuant to and in accordance with Legislative Decree 70/2003, Keliweb, in providing the Services, is not responsible for the information stored at the request of the Owner nor is subject to a general obligation to monitor the information it transmits or memorizes, nor a general obligation to actively seek facts or circumstances that indicate the presence of illegal activities.

### **6.3.2 Duration of the appointment**

This appointment as Data Processor and the related clauses have the same duration as the Contract stipulated between the Data Controller and Keliweb in relation to the chosen Service. The appointment and this deed will automatically cease to have effect in the event of termination, withdrawal or loss of effectiveness of the Contract, except for the time necessary to allow the Data Controller to retrieve personal data where contractually agreed between the parties. Likewise, in the event of a tacit renewal of the Contract, the appointment as Data Processor will be considered automatically renewed for a duration equal to the contractual one.

### **6.3.3 Obligations and rights**

As a result of this appointment, Keliweb is authorized exclusively for the processing of personal data to the extent and within the limits necessary for the execution of the activities assigned to it. Keliweb has the power to carry out all the activities necessary to ensure compliance with the applicable provisions on the subject as well as the task of organizing, managing and supervising all the processing operations of the personal data communicated to it by the Owners for the purposes of the execution of the activities covered by the Selected service.

## **7. Fees**

To conclude 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 exceptions of any kind unless it has first made the payments provided for in this contract. The Customer acknowledges and agrees that, pursuant to the provisions of art. 52 paragraph 1 lett. e) Legislative Decree 206/2005, the payment of the service must be made in one of the ways indicated in the online form, in particular via PayPal, bank transfer or credit card. In the case of payment by bank transfer, the Customer is required to indicate the proforma number generated by the system and the references necessary to identify the order and must send a transfer receipt via email to [amministrazione@keliweb.it](mailto:amministrazione@keliweb.it). By accepting these General Terms and Conditions, the Customer explicitly agrees that the invoice is transmitted and / or made available in electronic format. Any existing credits in favor of the Customer due to failure to activate the Service, for any reason, must be used by the latter for the purchase or renewal of Keliweb Services within and not beyond the period of twelve

months from the date of payment. If the period of time has elapsed without the Customer having used the aforementioned credit, this will be considered definitively acquired and collected by the Supplier, without the Customer being able to claim their return or use.

In the event that, for any reason, payment of the price is not valid or is revoked or canceled by the Customer, or is not performed, confirmed or credited for the benefit of Keliweb, the latter reserves the right to suspend and / or stop with immediate effect activation and / or supply of the Service if already activated. During the suspension of the Service, for whatever reason, the Customer may not have access to data and / or information and / or contents entered, transmitted and / or otherwise processed by the Service.

## **8. Documentation**

The Customer expressly acknowledges and accepts, the existence of the Register of Connections (LOG - data relating to telematic traffic), compiled and stored by Keliweb in the terms and in the manner established by law. The aforementioned register (Log) constitutes full and incontrovertible proof of the facts and acts performed by the Customer in relation to Keliweb and / or third parties; it is absolute confidential and may be shown and / or provided exclusively at the request of the competent Authorities. Keliweb adopts all the technical and organizational measures necessary to guarantee the confidentiality of the connection Logs. The Customer acknowledges and also accepts that Keliweb reserves the right to keep the access Logs (so-called FTP LOG), when the Customer accesses the service management panel, for a period of time equal to or greater than the duration of the contractual relationship.

## **9. Features and functionality of the system**

The Customer acknowledges and accepts that Keliweb does not provide any guarantee that the service is perfectly suited to particular purposes. Furthermore, due to the very nature of internet services, in which many entities are involved, no guarantee can be given regarding the constant usability of the service. The Client indemnifies, now for then, Keliweb from any responsibility in case of non reachability of the websites from all over the world, of impos-

sibility of transmission or receipt of information to any cause. The Customer acknowledges and accepts that the use of the services provided in collaboration with other infrastructures (national and international) is limited by the boundaries and the rules established by the managers of the same services, as well as by the laws in force in the countries hosting these services and by those international organizations.

The IP address assigned to the customer may, therefore, not be Italian but located in another structure within the European Union. Data processing will still be managed according to the current GDPR legislation.

## **10. Information pursuant to art. 52, 53, 64 and ss. and 5 Legislative Decree 206/2005 and art. 7 of Legislative Decree 70/2003**

Pursuant to the provisions of articles 52, 53 and 64 et seq. Legislative Decree 206/2005 the Customer acknowledges that:

- the service provider is the company Keliweb s.r.l. Single-member private limited Liability company - Via Bartolomeo Diaz 35 - 87036 Rende (CS), P.Iva / C.f 03281320782, Tel: 0984 1766080 Fax: 1782739225
- pursuant to art. 3 of the legislative decree n. 206/2005 consumer is defined as the natural person who acts for purposes unrelated to any entrepreneurial or professional activity carried out and (consumer and user associations) whose sole purpose is to protect the rights and interests of consumers or users; These subjects will have the right to withdraw, pursuant to art. 1 paragraph 3 of Law 40/2007, from the contract, without obligation to indicate the reasons and at any time, with a communication sent to Keliweb by registered letter with return receipt. to the following address: Keliweb s.r.l. Single-member private limited Liability company - Via B. Diaz, 35 - 87036 Rende (CS) or via PEC keliweb@kelipec.it. After 30 days from the receipt by Keliweb of the aforementioned communication, the withdrawal will be effective and Keliweb will cease all the services offered and communicate the authorization codes relating to the domain name to the reference email address.

Any complaints can be sent to Keliweb office - Via Bartolomeo Diaz 35 - 87036 Rende or pec or ticket system. The technical assistance services that may be available for the individual Keliweb.com services / products will be indicated on the website [www.keliweb.com](http://www.keliweb.com).

## 11. Assistance and maintenance

The Customer is required to promptly notify Keliweb of any irregularities or malfunctions detected by the same for the Service. Keliweb will make every reasonable effort to deal with the problems communicated by the Customer as soon as possible. Keliweb reserves the right to suspend or interrupt the provision of the Services to proceed with technical maintenance interventions.

## 12. Suspension of the Service

Keliweb, at its discretion and without the exercise of this right being challenged as a breach of the Contract, reserves the right to suspend or interrupt the Service, even without any prior notice if:

- A. the Customer defaults or violates even only one of the provisions contained in the Contract, including those contained in the Keliweb service use policy;
- B. the Customer fails to find, in whole or in part, the requests of Keliweb and in any case his behavior is such as to give rise to well-founded and reasonable fear that he may default on the Contract or be responsible for one or more violations of its provisions;
- C. there are reasonable grounds for believing that the Service is used by unauthorized third parties;
- D. there are cases of force majeure or circumstances which, at the unquestionable judgment of Keliweb, impose to carry out emergency interventions or related to the resolution of security problems, danger for the entire network (ddos attacks and cyber attacks in general) and / or for people or things; in this case, the Service will be restored when Keliweb, at its



discretion, has assessed that the causes that had determined its suspension / interruption have been effectively removed or eliminated;

E. the Client is involved, in any capacity, in any judicial or even out-of-court dispute of a civil, criminal or administrative nature and in any case in the case in which such dispute concerns the registered domain name, its contents, the relative e-mail boxes or deeds and behaviors implemented through the same;

F. it is requested by the Judicial Authority;

G. if there are justified reasons of security and / or guarantee of confidentiality;

In any case of suspension of the Service attributable to the Customer, the possible action of Keliweb for compensation for damages remains unaffected.

## 13. Personal data processing

The processing of personal data communicated by the Customer to Keliweb for the purposes of the execution of this Contract and of the subsequent provision of the Service, will take place in compliance with Legislative Decree 196/2003 and to the European Regulation 679/2016, to the information issued by Keliweb when registering data and by virtue of the consent to the processing of data expressed in that office by the Customer.

Keliweb, solely for the phases of data collection, processing and management, necessary for the provision of the Services, acts as the independent Data Controller in accordance with the definitions of the roles described in the Legislative Decree. 196/2003 and in the EU Regulation 2016/679.

The Customer, with reference to the data of third parties entered by him and / or treated during the order and / or use of the Services, declares to have previously provided them with adequate informations pursuant to art. 13 of the European Regulation n. 679/2016 and to have acquired the same consent to the processing. It is however understood that the Customer, with respect to such data, acts as the independent Data Controller, assuming all the obligations and responsibilities connected to it, relieving Keliweb of any dispute, claim or

other that should come from third parties with reference to such hypotheses of treatment.

## **14. Final provisions and communications**

A. The relationship between Keliweb and the Customer established by these contract conditions can never be understood as mandate, representation, collaboration or association relations or other similar or equivalent contracts.

B. It is forbidden for the Customer, unless specifically approved in writing by Keliweb, to insert additional clauses or notices and / or modify the present contract in any way.

C. Any nullity, annulment or ineffectiveness of one or more clauses of these General Terms and Conditions will not extend to the remaining clauses.

D. The Contract is governed exclusively by Italian law, with the exclusion of any application of the United Nations convention on the international sale of goods. These Conditions have been drafted and prepared in compliance with and in accordance with the provisions contained in Legislative Decree 206/2005 (Consumer Code), in Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the creation of new businesses) and in Legislative Decree 70/2003 (Implementation of Directive 2000/31 / EC on certain legal aspects of information society services, in particular electronic commerce, in the internal market); they are considered automatically modified and / or adjusted to as provided for in the matter by subsequent provisions of law and / or regulations. For any dispute concerning the interpretation, execution and termination of these General Terms and Conditions, the Court of Cosenza will be exclusively competent, unless the Customer has acted and concluded this contract as a Consumer for purposes unrelated to the business activity. or professional turning point. In this case the Court of the place where the Customer has his residence or domicile will be exclusively competent, if located in the territory of the Italian state.

E. For all matters not covered by these General Terms and Conditions, the Parties expressly refer to the provisions of the law.

F. All communications to the Customer relating to this contractual relationship 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, the same are considered known by them. Any changes to the Customer's addresses that are not communicated to Keliweb will not be enforceable against it.

## **Acceptance of terms of service relating to the “Hosting” category**

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

- 1.3.2 Application responsibilities and updating
- 1.3.3 Liability backup
- 1.3.4 Migration support
- 1.4 Service with web space and backup discipline
- 1.5 Keliweb's editing power
- 1.6 Keliweb's limitation of liability
- 1.7 Force Majeure, Catastrophic Events and unforeseeable circumstances
- 2. Duration of the Agreement
- 4. Obligations of the parties
- 5. Termination of the contract
- 6. Responsibility
- 7. Fees
- 8. Documentation and register
- 9. System features and functionality.
- 11. Assistance and maintenance
- 12. Suspension of the service
- 14. Final provisions and communications.