

## Terms of Service

Terms and regulation of the services offered by Keliweb

## VPS and Servers

The Customer acknowledges that the Keliweb.it services are offered by Keliweb s.r.l. Single-member private limited Liability company (hereinafter only Keliweb) through the internet and therefore in ways as described online, under the following conditions:

# 1) General Conditions

## 1.1 Introduction

The present general conditions concern the rules for Cloud services, Cloud Vps (from now on only Cloud) and Dedicated Servers offered by Keliweb. The confirmation of the online order on Keliweb website and the payment of the requested fee constitute full acceptance of the general conditions prepared 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 service with respect to those established in the offer may be provided only upon specific request by the Customer, which has to be defined from time to time.

## 1.2 Characteristics of the service

The Cloud and Dedicated Server services offered by Keliweb, identified on the basis of the type chosen at the time of the order, may consist in the preparation by Keliweb of Cloud environments, based on the budgeted and selected resources during the ordering phase, completely at provision of the Customer; in this regard, the Customer acknowledges the fact and accepts that each VPS has an agreed bandwidth limit at the time of order which is 50 mbit / s on Cloud solutions and 100 mbit / s on Dedicated Servers, unless otherwise agreed. The Customer, by signing this contract, accepts the characteristics of the individual packages purchased.

## 1.3 Additional Services and Options

### 1.3.1

Simultaneously with the request to activate a Cloud Service or Dedicated Server, or after such request, the Customer can also purchase Additional Services (Software Licenses, Backup, Firewall, Controller Raid etc.), as indicated in the site <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 or indicated in the commercial proposal.

### 1.3.2

The Customer selects the desired Operating System directly during the ordering phase, but will in any case have the right to change it, at any time, directly from his customer area.

The Customer will have the possibility to install one or more applications in full autonomy.

The Customer will be able to manage the service through the console, which can be accessed directly via his customer area as well as via SSH (on Linux machines) or Remote Desktop (on Windows machines).

The Customer also acknowledges and accepts that:

a) the applications made available by Keliweb may not be compatible with other applications already installed by the Customer and / or may not be suitable for the purpose 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) updates to applications on the Cloud and Dedicated Servers are charged to the Customer. Keliweb cannot be held responsible in case of problems on Dedicated solutions (Cloud and Server) due to failure to apply application updates, failure and / or incorrect updating of the applications by the Customer.

d) the options, regardless of the date of their activation, have the same duration as the Cloud service or Dedicated Server;

### 1.3.3

In the event that the Customer has purchased the Additional Backup Service, the Customer will be able to manage the Automatic File Backup service from a special panel that will be requested from the Keliweb staff via ticket system. The Customer acknowledges and accepts that:

a) the backup service, regardless of the date of its activation, has the same duration as the

service with which it is associated and, therefore, acquires the same expiry date;

b) the backup service must necessarily be associated with the service, therefore, the Customer can forward the renewal order only if the main service to which it is associated has been renewed in its turn.

The backup copies, with the purchase of the Backup Snapshot or Automatic File service, will be configured by default every 24h (if the customer wants customized configurations, he can do them independently or request assistance from the technical department via ticket system) and will be available for 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 and / or compensation for the unavailability and failure to use 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 the copy of them available, the possibility that the backup may be incomplete and / or missing, therefore the Customer is in any case also required to periodically and independently make a backup copy of the entire contents of the database. However, Keliweb will make a backup copy of the Cloud Solutions for internal use.

Any liability of Keliweb is, any case, excluded.

## **1.4 Keliweb Power of modification**

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 concluded prior to the inclusion of the changes or variations will in any case be accepted and complied in full under the agreed conditions.

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 economic technical 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 for the Customer.

## **1.5 Limitation of liability of Keliweb**

In no case Keliweb will be held responsible for the malfunctioning of the services deriving from causes attributable to telephone lines, electricity and worldwide and national networks, including failures, overloads or interruptions, and in any case for facts dependent on third parties, such as ddos and IT attacks in general. No damages 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 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 Force Majeure, Catastrophic Events and unforeseeable circumstances**

Neither party is responsible for failures attributable to general ddos and computer attacks, 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 the provision of the agreed service.

## **1.7 Suspension of the Service**

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

- a) the Customer defaults or violates even only one of the provisions contained in the Contract;
- 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 relating to the resolution of safety problems, danger for the entire network 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 Customer 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 said dispute relates to acts and behaviors implemented through the Service and / or the virtual infrastructure;

f) the suspension is requested by the Judicial Authority;

g) the Customer uses defective or non-approved equipment and / or software, or that presents malfunctions that can cause security problems and / or vulnerabilities of the Service, may damage the integrity of the network and / or disrupt the Service and / or create risks for the physical safety of people and things;

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

During the suspension of the Service, the Customer may not have access to data and / or information and / or contents entered and / or processed by the Customer in the virtual infrastructure.

## **2) Duration of the Contract**

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

The contract is concluded only when Keliweb receives from the Customer the payment of the proforma generated by the system, sending the receipt of payment of the fee for the type of service chosen, issued by the Body identified as competent to carry out the operation, Ke-

liweb will begin to make the operations requested by the Customer as of 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. 2.3. In the event that the payment is not valid, the service can be deactivated by Keliweb and / or transferred to another person, the payment order and interest relating to the delay remaining with the person who ordered the registration.

## **2.2 Contract Expiration / Renewal**

By the deadline set for the chosen service, this contract will cease to be effective unless it is renewed by paying the pro forma fee relative to the amount due (at the rates applied at the time of renewal); if the service is not renewed before its natural expiration, the system will automatically suspend it after 72 hours from the expiration and the final cancellation after 7 days. In case of payment made within the deadline, the contract will be renewed following its billing cycle. 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 the natural expiry of the service.

Furthermore, the Customer acknowledges and accepts that:

a) as the expiration date approaches, Keliweb reserves the right to send notices of imminent termination of service to the relevant e-mail accounts and / or to the e-mail accounts in the event of non-renewal.

We remind you that Keliweb does NOT make automatic debits on credit cards or other payment methods for the renewal of services but only the customer MUST renew the service directly from his customer area and pay the proforma generated by the system 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), it is understood that 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 liability 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 data restore and / or information and / or content entered and / or processed by the Customer, after reactivating the Service, if necessary by concluding a new Contract.

Keliweb reserves the right to change the cost of renewal of its services as a result of events beyond its will (for example, inflation or an increase in operating costs). In any case, the Customer will be notified in advance of all the changes relating to the new costs.

### **3) Services offered by Keliweb**

Keliweb.com services are distributed in the ways and conditions in which they are found on the date of the service activation as published on keliweb.com website which the Customer, by accepting these general conditions, explicitly declares to know and accept. Any form of explicit or implicit guarantee is expressly excluded, insofar as this does not conflict with the regulations in force. 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 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) Customer's obligations**

### **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. By way of non-exhaustive example, 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 by the 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 but not limited to: 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 to transmit the credentials to access the services (login and password) to third parties

d) To modify access password at least every three months, relieving Keliweb of any responsibility in case of legal action, loss or damage (including legal and honorary fees) arising from failure to observe the provisions concerning the conservation, modification and custody of the aforementioned passwords;

e) 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 but not exhaustively: through pirated software, cracks, key generators, software serials, computer attacks of all types including DOS attacks, viruses or other harmful components);

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

g) Not to access the systems, networks and / or information of third parties that have not

provided explicit authorization, through scanning / probing techniques, vulnerability tests, security breach attempts;

h) 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;

i) Not to use Keliweb's services to contravene (directly or indirectly) the current Italian law;

j) Not to publish websites with gambling content, online casinos or in any case contents that do 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 a copy of the aforementioned authorization has not been previously provided, Keliweb reserves the right to suspend the service until the supply of the requested documentation, excluding any reimbursement and / or compensation for the period of unused service;

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

l) 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;

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

n) To take charge of the protection of the data entered, in the event that the Customer has purchased a service with a shared web space;

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

p) Not to use or have third parties use the Service to cause damage or 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 entered 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 of Keliweb by way of reimbursement or compensation for damages for the measures that it has deemed appropriate. In any case, the customer assumes, now for then, all responsibilities 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, pending the resolution of the dispute, explicitly excluding any and all reimbursement or compensation or liability of Keliweb for the non-use of the services during the suspension period and / or for the removal of the material.

Traffic on Cloud and Dedicated Server services is unlimited. Through our Services you should not in any way send unsolicited mail (spam). Otherwise, Keliweb reserves the right to suspend and / or terminate the service.

Keliweb reserves the right to limit / reduce the use of the products if necessary for operational or safety reasons.

## 4.2

The Customer also guarantees pursuant to art. 46 DPR 445/2000 and s.m.i. that the data and information transmitted for the purpose of concluding the Contract are true, correct and such as to enable its identification, and undertakes to communicate any changes to the same, including the e-mail address indicated in the Order Form. Keliweb reserves the right to verify such data and / or information also requesting additional documents that the Customer undertakes, now for then, to transmit. If the customer, at the time of identification

has, even through the use of non-real personal documents, concealed his real identity or falsely declared to be another person, or otherwise acted in such a way as to compromise the identification process. He takes acknowledges and agrees that he will be held liable, even criminally, for false declarations and / or the use of false documentation and will also be considered solely responsible for all damages suffered and suffered by Suppliers and / or third parties from inaccuracy and / or falsity of the information disclosed, assuming from now on the obligation to indemnify and hold harmless the Suppliers from any possible claim, action and / or request for compensation or for damages that may be brought by anyone against them.

#### **4.2.1**

The Customer declares that he possesses all the technical knowledge necessary to ensure the correct use, administration and management of the virtual Infrastructure (s) and in any case recognizes and acknowledges that the processing of data and / or information and / or contents that he has implemented and their consequent dissemination on the internet through the same infrastructure (s) are performed exclusively at his own risk and under his responsibility.

#### **4.2.2**

The Customer acknowledges that the internet is not controlled by Keliweb and that, due to the peculiar structure of the aforementioned network, no public or private entity and not even Keliweb is able to guarantee and monitor the performance and functionality of the network branches and to check the contents of the information that is transmitted through your network. For this reason, no responsibility can be attributed to Keliweb for the transmission or receipt of illegal information of any nature or kind.

#### **4.2.3**

The Customer, also in the name and on behalf of third parties who may, for whatever reason, have allowed the use of the Service, undertakes to use the Service exclusively for lawful purposes and permitted by the applicable legal provisions from time to time, from the uses and customs, from the rules of diligence and in any case, without damaging any right of third parties, assuming all responsibility in this regard. The Customer declares to be the sole and exclusive administrator of the Service and as such declares to be solely responsible for the management of data and / or information and / or content processed by him in the Virtual

Infrastructure, their security and their saving and the fulfillment of any other activity deemed useful or necessary to guarantee its integrity, committing itself, by its effect, to apply, at its own expense, appropriate and adequate security measures; of the content of the information, sounds, texts, images, form elements and data accessible and / or made available in the virtual infrastructure and in any case, for any reason, transmitted or put online by the Customer; of malfunctions of the Service for any use that does not comply with the Keliweb Services Use Policy; loss or disclosure of login credentials; of access management to his Panel (any connection, modification of the Service or order made through the Client Panel is assumed to be carried out by the Customer himself); in this regard, the Customer assumes the responsibility of providing for the periodic variation of the password for access to the Panel with a frequency not exceeding 3 (three) months.

#### **4.2.4**

The Customer undertakes to communicate to Keliweb, by opening a special ticket, any change in his personal data and contact details, including the e-mail address indicated in the order.

#### **4.2.5**

The Customer also undertakes to promptly inform Keliweb of any unauthorized use of his account or any other breach of security found.

#### **4.2.6**

The Customer declares, for himself or for third parties that he can, for any reason, have allowed to use the Service, to be in compliance with the software licenses autonomously entered and used in the virtual Infrastructure and assumes the relative costs.

#### **4.2.7**

The Customer declares and agrees to be the sole and exclusive responsible for any transaction carried out for himself or for third parties or directly by them, in the use, administration and management of the various virtual Infrastructures created and allocated through the Service, for the effect with regard to such transactions he undertakes to:

a) respect or make third parties comply with the applicable legislation from time to time applicable to them, including that for the protection of personal data (Legislative Decree

196/2003 and European Regulation No. 679/2016);

b) to indemnify and hold Keliweb harmless from any and all claims or claims for damages, direct or indirect, of any nature or kind, from anyone made in this regard; the Customer undertakes, now for then, to keep Keliweb harmless and harmless from any and all requests or claims by third parties for damage to them caused by or through the use of the Service. The Customer must bear all the costs, compensation for damages and charges, including any legal fees, which may arise from such liability actions and undertakes to inform Keliweb if such action should be brought against him.

#### **4.2.8**

The Customer undertakes to communicate and enforce any third parties to whom he has allowed, for any reason, to use the Service, all the provisions of the contract, without exclusion, also undertaking to indemnify and hold Keliweb harmless from any possible requests and / or claims for damages from anyone advanced that find title in the violation of the aforesaid prescriptions and however in the behavior of the Client or of the aforesaid third parties.

## **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) assigns 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 ways other 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.

Starting from the termination and / or termination of the Contract occurred in the cases provided for in this article, the Service is deactivated and Keliweb will have the right to charge the Customer with any additional charges that it has had to bear, remaining in any case except its right to compensation for any damage suffered.

## **5.2 Withdrawal by Keliweb**

Without prejudice to the above, Keliweb will have the right to withdraw from this contract at any time without giving reasons, with 7 days notice sent by registered letter with return receipt, or alternatively by certified e-mail (PEC) or by e-mail. After the deadline indicated above, 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, he 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@kelipec.it](mailto:keliweb@kelipec.it) or by request in your 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 this Contract at any time, without penalty and without giving any reasons, by written communication sent by registered letter with return receipt or certified electronic mail (PEC) at the addresses indicated in the following art. 10.

The withdrawal will be effective 30 (thirty) days from the date of receipt by Keliweb of the aforementioned communication.

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, a refund 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 client 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 himself 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 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.

### **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 is in no way responsible for the contents that the Customer uses through the Cloud Service or Dedicated Server purchased. Keliweb, therefore, remains extraneous to any type of activity the Client 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.

## 6.4 Limitation of Liability

### 6.4.1

Keliweb will not be liable when the delay in the supply or the degradation of the service:

- depend on actions or omissions of the Customer, its employees or third parties hired by the Client, and / or its customers;
- they cannot be resolved and / or eliminated because the Customer refuses access to his own;
- occur during scheduled maintenance periods or in any case communicated in advance;
- they are due to force majeure events;
- are the result of a suspension of the Service;

### 6.4.2

Unless this operation is expressly understood and provided for by the Service purchased, it does not make any specific backup of the data and / or information and / or content processed by the Customer, per se or for third parties or by the latter if authorized by the Customer, in the 'virtual infrastructure except for the backup on all the contents of the storage that Keliweb itself, for its caution, periodically carries out for the purposes of eventual restoration of the Service; however, this does not relieve the Customer from making a complete backup of the data and / or information and / or content entered and / or processed by the Virtual Infrastructure and from taking all the necessary security measures to safeguard them. Keliweb in any case does not offer any guarantee regarding the use of the Service as regards the protection and conservation of the aforementioned data and / or information and / or contents, except for the activation by the Customer of a specific accessory service.

### **6.4.3**

Keliweb will not be considered in any case responsible for the use made of the virtual infrastructure in relation to critical situations that involve, by way of example, specific risks for the safety of people, environmental damages, specific risks in relation to services mass transport, to the management of nuclear and chemical plants and medical devices.

### **6.4.4**

Keliweb does not assume, under any circumstances, any responsibility for the information, data, content entered or transmitted and, in any case, processed by the Customer, for himself or for third parties or by the latter if authorized by the Customer, in the Infrastructure virtual and generally for the use made by the same of the aforementioned Infrastructure and reserves the right to adopt any initiative and action, to protect its rights and interests. Keliweb will in no case be liable for any damage, direct or indirect, of any kind and species, caused by the Customer to third parties that in any way and form and for any reason have used the Service.

### **6.4.5 Appointment as Data Processor**

On Dedicated solutions Keliweb does not have access to services, unless it is in the customer to provide them in case of previously agreed technical interventions. 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) To 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 the one indicated above or with specific exceptions with respect to article 32 of EU Regulation no. 679/2016, must first express its will and describe the measures it 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) Assisting the Client / 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) Assisting the Customer / Data Controller in complying with their obligations

G) Cancel or return all personal data provided by the Customer / Owner following the termination of the provision of services under the contract.

H) To make available to the Customer / Owner all the necessary information regarding the obligations that Keliweb will be obliged to respect towards the Customer / Owner himself, offering him the possibility of verification after agreement on the timing and methods of implementation of this procedure, which does not will have to contrast 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 take care to provide for the erudition of these subjects regarding 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 given 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.

## 7) Fees

For the purposes 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 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 placed and must send a transfer receipt sent by email to the address [amministrazione@keliweb.it](mailto:amministrazione@keliweb.it).

Payments by PayPal and credit card must be made through the customer's own account; in the case of use of the PayPal method, if the "send money" feature is used, it is necessary to notify Keliweb of the payment by providing the relevant id and date by e-mail to the address [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 above 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.

## 8) Documentation and Log

The Customer expressly acknowledges and accepts, the existence of the Connection Register (LOG - data related to access to services), 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 has the character of absolute confidentiality 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, when the Customer accesses the service management panel, for a period of time equal to or longer than the duration of the contractual relationship.

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

### **9.1**

The Customer acknowledges and accepts that Keliweb does not provide any guarantee on the fact that the service fits perfectly for 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 impossibility 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.

### **9.2 Service levels: Power and Network**

These service levels apply to the power supply and Internet connectivity provided by Keliweb.

Connectivity - 99.85%

Electric current - 100%

Maintenance windows are excluded from the calculation for Internet connection availability.

The service level on IP connectivity is valid only when the network cables are supplied by Keliweb.

Deliverable when the annual availability without interruption is less than the expected guarantee.

The duration of the interruption is intended as cumulative, ie as the sum of the interruptions occurred during the year.

The compensation is applicable only to the portion of the fee related to the elements affected

by the interruption and does not extend to the entire service fee.

1 to 4 hours - 5%

4 to 8 hours - 10%

8 to 24 hours - 15%

More than 24 hours - 20%

## 9.3 Levels of Assistance

On Cloud solutions Keliweb will activate the service immediately after the balance of the pro-forma generated by the system. If a control panel other options is selected, the provisioning of the service will take place within 24 hours.

On Dedicated Server solutions the activation will take place within 24 hours, except for the unavailability of the selected machine in the Keliweb warehouses.

The systematic management of dedicated solutions (VPS or Server) is completely charged to the customer except for the purchase of the Managed option (see attachment available with the option purchase). Maintenance, care and control of installed applications are the sole responsibility and responsibility of the Customer.

## 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.

## **11) Applicable Law and Jurisdiction**

### **11.1**

The law applicable to this contract and its annexes is Italian law.

### **11.2**

Competent to know of any and all disputes relating to the execution, interpretation, effectiveness and / or termination of this contract will be exclusively the Judicial Authority of the Court of Cosenza, with the express exclusion of the Judicial Authority of any other possible alternative or concurrent Forum .

## **12) Copyright and licenses**

### **12.1**

The Customer is required to use the Service in respect of the intellectual and / or industrial property rights of Keliweb as indicated in the relevant policy in the use of Keliweb services. Software such as any other copyright or other intellectual property right is the exclusive property of Keliweb and / or its licensors, therefore the Customer does not acquire any right or title in this regard and is required to use them only in the period of contractual validity.

### **12.2**

In the case of licenses provided by third party suppliers through Keliweb, the Customer, for himself and / or for third parties to whom the Service has been used, from having read the

terms and undertakes to use the software according to methods indicated on the respective sites exclusively for personal use.

The Customer undertakes to accept and comply with the terms of the aforementioned licenses. The Customer declares to be aware of the fact that the Licenses exist between the Customer and the owner of the copyright on them with the exclusion of any liability of Keliweb. In no case may any breaches and / or customer behavior that differs from the Contract be considered as exceptions to the same or tacit acceptance of the same, even if not contested by Keliweb.

The possible inaction of Keliweb in exercising or enforcing any right or clause of the Contract does not constitute a waiver of these rights or clauses.

### **13) 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) The eventual nullity, annulment or ineffectiveness of one or more clauses of these General Terms and Conditions will not extend to the remaining clauses, which must be considered fully valid and effective.

d) For any dispute concerning the interpretation, execution and resolution 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 carried out entrepreneurial or professional activity. 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 they will be considered known by them. Any changes to the Customer's addresses not communicated to Keliweb will not be enforceable against it

g) Except for the cases specifically provided for in the Contract, all communications that the Customer intends to send to Keliweb regarding the Contract, including requests for assistance, must be sent by ticket in the manner indicated, except for the form provided for other communications as indicated in the previous articles.

h) Any complaints regarding the provision of the Service must be sent by pec or forwarded by ticket by the Keliweb assistance service within and no later than 7 days. from the moment in which the fact that is the subject of the complaint occurs. Keliweb will examine the complaint and provide a written reply within 15 days of receiving it. In the event of complaints due to particularly complex facts, which do not allow for an exhaustive answer in the terms set out above, Keliweb will inform the Customer within the aforementioned terms on the progress of the case. The Customer undertakes not to transfer the contract to third parties without prior written authorization from Keliweb.

## Acceptance of terms of service relating to the “VPS and Server” 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:

1.3.3 letter b and c application responsibilities and updates

1.3.4 lett. C backup responsibility

1.4 Power to modify Keliweb

1.5 Keliweb's limitation of liability

1.7 Suspension of the Service

4. Customer obligations.

5. Termination of the contract

6. Responsibility

7. Fees

8. Documentation and Log.

9. System features and functionality.

11. Applicable law and jurisdiction

12. Copyright and Licenses

13. Final provisions and communications.