

# General Terms and Conditions of Aruba.it Services

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## 1. Definitions

In these General Terms and Conditions, the terms listed below have the following meanings:

**Aruba:** Aruba S.p.A., with registered office at via San Clemente No. 3, Ponte San Pietro (BG), tax code 04552920482, VAT number 01573850516, REA [Economic and Administrative Index number] BG-434483, share capital €4,000,000 fully paid up.

**Customer:** the natural person or legal entity identified in the Order Form.

**Activation confirmation:** the communication in which Aruba confirms activation of the Service.

**General Terms and Conditions:** these contractual conditions, which apply to all the Services provided.

**Special Conditions:** the contractual conditions governing the specific Service purchased.

**Contract:** the set of documents listed in Article 2.

**Contract code:** the code provided to the Customer by the third party (for example, the professional association or entity of which it is a member) that has entered into a separate agreement with Aruba. Using this code, the Customer can purchase a Service under special conditions.

**Credentials:** the access codes that Aruba sends to the Customer once the Contract has been signed.

**Confidential information:** the information that Aruba has classified as private or confidential and that has, for whatever reason, come to the Customer's knowledge in connection with enforcement of the Contract. Or information relating to Aruba that, by its nature, content or the circumstances in which it is disclosed, would normally be considered private or confidential. For example, the performance, features, configurations and technical aspects of the Services, quotes, audit or safety reports, and product development plans.

**Reader:** the Sim Card or Smart Card reader, with the features specified on the website dedicated to the Service purchased.

**Price list:** the document containing the financial details of the Service, available on the website indicated in the Special Conditions for the Service purchased, or sent to the Customer by Aruba in the event of a separate agreement between them.

**Manual:** the document, available on [the Website](#), with the release procedures, operating procedures and instructions for using the Service purchased.

**Order form:** electronic form available on the Website, in which the Customer requests that the Service be activated.

**Policy for the use of Aruba services:** the document, available on the Website, which states the rules of conduct and the limits applying to use of the Services.

**Products:** the hardware products necessary for using some Services. For example, smart card, SIM card, Aruba Key and Aruba Token.

**Service:** the service provided by Aruba and purchased by the Customer.

**Website:** the website or internet page dedicated to the Service purchased or the address of which is stated in the Special Conditions.

**Technical specifications:** the technical features of the Service and the possible restrictions of its use.

Further definitions can be found in the Special Conditions and in the Reference Manual for each Service.

## 2. The documents making up the Contract

2.1 The Contract consists of the following documents:

- the Conditions governing provision of the Service, consisting of the General Terms and Conditions and the Special Conditions for the individual Service purchased;
- the Order Form;
- the Technical Specifications for the Service purchased;
- Activation Confirmation;
- the Aruba Services User Policy;
- the Price List for the Service purchased.

2.2 The General Terms and Conditions are supplemented by the Special Conditions for the individual Service provided. In the event of any discrepancy between the General Clauses and the Special Clauses, the Special Conditions will prevail.

2.3 The Contract is drawn up in Italian. If a translation is provided in a different language, the Italian version will prevail in the event of any discrepancy.

## 3. Purpose of the Contract

3.1 The purpose of the Contract is the provision of one or more Services with the characteristics stated in the Technical Specifications and in accordance with the financial conditions established in the Price List.

## 4. When the Contract is finalised

4.1 The Contract is finalised when Aruba receives:

- the Order Form, completed and accepted by the Customer in its entirety;
- payment of the fee.

## 5. Activation of the Service

5.1 Aruba will activate the Service if:

- it has received confirmation that the Customer has paid, and if
- the Customer has carried out any actions required of it at its own expense under the Special Conditions.

If the Customer fails to perform the above within 30 days of sending the Order Form or within a different period established in the Special Conditions, Aruba may cancel the Order.

5.2 The date on which the Service is activated may vary depending on the availability of hardware resources, such as the smart card or its reader.

The terms established for activating the Service are indicative and any delays due to inaction on the part of the Customer will not be attributable to Aruba. In any case, the Customer will be informed of any delays in activating the Service.

5.3 Aruba sends an Activation Confirmation after activating the Service.

5.4 The Service is provided until its expiry date, as established in the Special Conditions. Specific restrictions may apply to the Service purchased with the Contract Code.

5.5 As a courtesy, and thus without assuming any obligation towards the Customer, Aruba may send the Customer notice of the upcoming expiry of the Service as the expiry date approaches. This notice will be sent to the contacts specified by the Customer at the time of ordering or during provision of the Service.

## 6. Duration of the Contract

6.1 The Contract is for a fixed term. Its duration is that specified in the Order Form.

## 7. Fees, methods and terms of payment

7.1 The Customer will pay the fee due for the Service in the manner stated in the Special Conditions applying to the Service purchased.

## 8. Late payment or non-payment

8.1 The Customer may not raise disputes of any kind unless it has first paid what is required of it under the Contract and provided Aruba with proof of payment.

8.2 If, for any reason, the Customer has not made the payment, has cancelled it or in any case the payment has not been successful, Aruba may, with immediate effect, suspend activation of the Service or its provision, if already activated.

During such suspension of the Service, the Customer will not have access to data, information and content that it has entered into Aruba's systems or otherwise processed as part of the Service.

## 9. Aruba's obligations and limits of liability

9.1 Aruba provides the Service with the features and under the terms defined in the Contract. The Customer alone has responsibility for assessing the adequacy of the Service with respect to its own purposes or needs.

9.2 Aruba undertakes to make every commercially reasonable effort to provide the Customer with the Service in accordance with the service levels defined in the Contract.

9.3 If Aruba fails to comply with its obligations under the Contract, the maximum sum that Aruba may be required to pay to the Customer as compensation may not be higher than that paid by the Customer for the specific Service affected in the 12 months prior to the breach.

9.4 Aruba does not back up the data and content that the Customer enters in Aruba's infrastructure or that has, in any case, been processed by the Customer through the Service. This does not affect anything otherwise specified in the Order Form. The Customer must therefore carry out the backup at its own expense, and Aruba makes no guarantee as to the retention or recovery of the data and content.

9.5 Aruba has no control over the content entered by the Customer; however, it reserves the right to delete content that it deems offensive, or in breach of the law or the rights of third parties.

With respect to this type of content, Aruba reserves the right to act to protect its interests.

9.6 Aruba is not liable for any harmful consequences due to delays, malfunction, suspension or interruption in the provision of the Service that have been caused by:

- a) unforeseen events and force majeure (for example, earthquakes, floods, avalanches, landslides and more generally adverse natural events, collapsing buildings, fires, epidemics, restrictions on movement imposed at a local or national level, acts of violence and terrorism, strikes, the lack of components necessary for providing the Service, etc.);
- b) the malfunction or non-conformity of the devices used by the Customer for making use of the Service and which have not been provided by Aruba;
- c) tampering or operations carried out on the Service or on the devices used by the Customer or by third parties that are not authorised by Aruba;
- d) events that Aruba could not foresee or avoid with ordinary due diligence, including those related to actions of the operators who own the network infrastructure.

9.7 Aruba is not liable if the Customer uses the Service in critical situations, for instance those involving specific risks to the safety of people, environmental damage, specific risks related to mass transport services, the management of medical devices and nuclear and chemical plants. In these cases, Aruba is prepared to assess and negotiate with the Customer a specific "mission critical" agreement with specifically defined service levels.

9.8 If the Customer is a Public Administration, Aruba assumes all the obligations of traceability of financial flows established by Article 3 of Italian Law No. 136 of 13 August 2010.

## 10. The Customer's obligations and rights

10.1 The Customer undertakes to provide Aruba with truthful information and to keep this updated by promptly notifying it of any changes, including personal data and the email address given.

10.2 Aruba may verify this information and, if necessary, request documents or additional information, which the Customer undertakes to provide.

10.3 If the Customer provides false information, such as concealing its actual identity, or declares that it is another entity or otherwise acts in such a way as to compromise its correct identification, it will be held liable for the damages suffered by Aruba as a result of such conduct. In these cases, the Customer undertakes to hold Aruba harmless from any action or claim for compensation that anyone may make against Aruba.

10.4 If, during the electronic invoicing phase, Aruba discovers that the Customer has provided incorrect data, it will notify the Customer and the Customer is required to correct the data promptly in accordance with the procedure provided by Aruba.

The Customer is responsible for any damage or penalty suffered by Aruba or the Customer due to incorrect or outdated data provided to Aruba on the dedicated page of the site.

**10.5** The Customer must equip itself with the hardware and software resources necessary for using the Service and is solely responsible for their compatibility, correct configuration and management with respect to the Service.

The Customer declares that it is in compliance with the licences required for the software it uses for the Service and for which it assumes the costs.

**10.6** The Customer declares that it has the necessary technical knowledge to use and manage the Service and declares that it is solely responsible for any type of data, information or content posted on the network or otherwise processed through the Service.

**10.7** The Customer declares that it is the sole and exclusive administrator of the Service.

As such, the Customer is solely responsible for the management of data, information and content processed through the Service, their security, storage and any other useful activity for ensuring their integrity. For this reason, it undertakes to adopt appropriate security measures, in accordance with the best practices in the sector.

**10.8** The Customer undertakes to protect the Credentials and any codes, adopting appropriate security measures, in accordance with industry best practice.

Any operation performed through the Service is presumed to be performed by the Customer, with all the resulting legal consequences. For this reason, the Customer must exercise the utmost diligence in generating, storing, managing, and using the Service Access Credentials and any additional codes that have been provided for using the Service.

The Customer must not allow its use by third parties who are not expressly authorised. In the event that the Customer allows its use by third parties, it assumes all responsibility for this. In any case, the Customer is responsible for loss of the Credentials and Service codes or for their use by unauthorised third parties.

**10.9** In the event that the Access Credentials and any codes are mislaid, stolen or lost, or in the event of their unauthorised use by third parties, the Customer must notify Aruba at once and promptly activate the procedure for issuing new Credentials and codes.

**10.10** All operations performed (for example, assignments, activations, deactivations) and the history of operations are certified exclusively by Aruba's logs, which are kept in accordance with the law.

**10.11** The Customer undertakes to promptly provide feedback in the event that Aruba notifies it that:

- a) there are reasonable grounds to believe that a Service is being used by unauthorised third parties;
- b) the Customer is involved, in any capacity, in a judicial or extrajudicial dispute of whatever nature, if that dispute concerns acts and conduct carried out through the Service;
- c) the Customer's behaviour is such as to give rise to a well-founded fear that it is not fulfilling the Contract;
- d) the Customer uses defective, non-approved or malfunctioning equipment that may damage the integrity of the network, interrupt the Service, or create risks to the physical safety of people and the integrity of property.

## 11. Support and Maintenance

**11.1** The Customer is required to promptly notify Aruba of any abnormalities or malfunctions in the Service.

Technical assistance is provided within the times and in the manner stated on the [Website](#).

The Customer authorises Aruba and any companies appointed by Aruba to carry out the required or necessary technical intervention, undertaking to provide them with all the information required.

Aruba will make every reasonable effort to take care of the problems reported by the Customer as soon as possible.

Intervention times may vary depending on the following factors:

- type of action required;
- order of arrival of the action request;
- priority level of the action request.

**11.2** The Customer is aware that:

- a) the intervention may have a high degree of risk for operation of the Service or for the integrity of data, information and content that the Customer has entered or processed through the Service.
- b) When intervening to provide assistance Aruba assumes an obligation of means and not of result. That is, it will perform the intervention with the diligence required by the type of activity to be carried out but cannot guarantee that the problem will be resolved.
- c) Aruba does not acquire or store the information or content entered by the Customer or processed by it through the Service, nor does it in any way intervene in connection with the information or content, except as strictly necessary for providing the necessary assistance.

**11.3** The Customer:

- a) assumes all the risks associated with the intervention;
- b) undertakes, before the intervention is performed, to make a complete backup copy of data, information and content that it has entered or processed through the Service.

**11.4** The Customer releases Aruba, the external companies in charge of the intervention and their personnel from any liability for any damage of any kind caused by the intervention, including the loss of data or interruption of the Service.

**11.5** Aruba may carry out the maintenance or automatic updating operations that it deems necessary or appropriate for ensuring the proper functioning of the Service.

Aruba may interrupt its provision of the Services in order to perform maintenance operations. Aruba will notify the Customer by email seven days before the interruption or within a different time frame stated in the Special Conditions, also informing it of the estimated recovery times.

The Customer releases Aruba from any liability for damage, including loss of data, interruption of the Service or lack of visibility of the website, that the Customer or third parties may experience as a result of these operations.

## 12. Suspension of the Service

12.1 Aruba may suspend the Service at its discretion and without notice if:

- a) The Customer is in breach of the contract provisions, including those contained in Aruba's User Policy;
- b) the Customer fails, in whole or in part, to comply with Aruba's requests or, in any case, its behaviour is such as to imply that it is not complying with the Contract;
- c) there are reasonable grounds for believing that the Service is being used by unauthorised third parties;
- d) there are cases of force majeure or circumstances that, in the unquestionable opinion of Aruba, require that emergency intervention be carried out or action aimed at solving security problems, danger to the entire network, to people or to property. In this case, the Service will be restored when, at its discretion, Aruba considers that the causes leading to its suspension have been removed or eliminated;
- e) the Customer is in any way involved in any judicial or extrajudicial dispute of whatever nature concerning acts and conduct carried out through the Service or related to it;
- f) is required by the judicial authority;
- g) there are justified security reasons or the need to ensure confidentiality;
- h) the Customer is using defective, non-approved or malfunctioning equipment or software that may damage the integrity of the network, disrupt the Service, pose risks to the physical safety of people and property.

12.2 In the event of suspension of the Service attributable to the Customer, Aruba is still entitled to take action for damages.

12.3 During suspension of the Service, for whatever reason, the Customer will not be able to access data, information, content that it has entered in the Service or that it has processed through the Service.

## 13. Withdrawal

13.1 A Customer who qualifies as a "consumer" according to the Consumer Code (i.e., a natural person who acts for purposes unrelated to the business, commercial, artisanal or professional activity that may be carried on - Article 3 of Italian Legislative Decree No. 206/2005) can exercise the right of withdrawal within 14 days from the date on which the Contract was finalised, free of charge and without having to give any reason for doing so.

To give notice of its wish to withdraw, the Customer must either:

- use the form provided on the Website;
- send notice of withdrawal via certified email to [recessi@aruba.it](mailto:recessi@aruba.it);
- send a registered letter with acknowledgment of receipt to Aruba S.p.A. at Palazzetto No. 4, 52011 Bibbiena (Arezzo); or
- open a support request on the [website](#).

In case of withdrawal, Aruba will reimburse the Customer for all payments received without undue delay and in any case within 14 days from the date on which the Customer has given notice of its intention to withdraw from the Contract.

Aruba will reimburse payments using the same methods of payment as that used by the Customer or using a different method agreed with the Customer.

13.2 Whether or not it qualifies as a "consumer" under the Consumer Code, the Customer may in any case withdraw from the Contract at any time, without any penalty and without giving any reason for doing so.

To give notice of its wish to withdraw, the Customer must either:

- send a certified email to [recessi@aruba.it](mailto:recessi@aruba.it);
- send a registered letter with acknowledgment of receipt to Aruba S.p.A. at Palazzetto No. 4, 52011 Bibbiena (Arezzo); or
- open a support request on the [website](#)

Withdrawal will take effect within 30 days from the date Aruba receives the notice of withdrawal. Once withdrawal has taken effect, Aruba will deactivate the Service and make any reimbursement provided for in the Special Conditions.

13.3 Aruba may withdraw from the Contract at any time and without obligation to give a reason, by notifying the Customer in writing with at least 15 days' notice.

On the other hand, Aruba may withdraw from the Contract with immediate effect in the event of force majeure or if the Customer is registered on the list of protests, is declared insolvent, is admitted or is placed under bankruptcy proceedings.

Once withdrawal has taken effect, Aruba will deactivate the Service and make any reimbursement provided for in the Special Conditions.

## 14. Express termination clause

14.1 The Contract will be considered terminated with immediate effect, pursuant to Article 1456 of the Italian Civil Code, if the Customer:

- a) breaches the obligations under Articles 10 (Customer's obligations and rights), 16 (Copyright and licenses) and 17 (Security and confidentiality of information) of this Contract;
- b) breaches the provisions of Aruba's Service User Policy;
- c) engages in unlawful activity when using the Services;

d) assigns the contract to third parties, even if only in part, without Aruba's prior written consent.

**14.2** If the Customer fails to comply with any of its obligations pursuant to the Contract, Aruba reserves the right to send the Customer a notice to comply within 15 days from the date on which the Customer receives such notice. Once this term has elapsed and no action has been taken, the contract will be considered terminated, pursuant to Article 1454 of the Italian Civil Code.

**14.3** Starting from the day on which the Contract is terminated, the Service will be deactivated without notice. Aruba will retain the sums paid by the Customer as a penalty and may charge the Customer any additional charges that Aruba has had to incur. In any case, Aruba retains the right to compensation for any damages suffered.

## 15. Amendments to the contract

**15.1** The Services covered by the Contract are based on constantly evolving technology. For this reason, Aruba may modify its technical characteristics, the contractual and financial conditions and the Aruba Services User Policy over time.

Changes may also be necessary for adapting the Services and the Contract to circumstances over which Aruba has no control, such as changes in the cost of the software licences purchased by the Customer through Aruba or in any case necessary for provision of the Service, increased electricity costs, regulatory changes, and measures or provisions introduced by the authorities that regulate the sector.

**15.2** In the event that Aruba makes more onerous changes to the technical characteristics of the Services or to the financial or contractual conditions, the Customer will be informed of these changes by email or by notification published on the Website. These changes will take effect after 30 days from the date of their being brought to the Customer's attention or within some other time frame stated in the Special Conditions.

If the Customer does not intend to accept the changes, including the financial conditions, it may withdraw from the Contract for the individual Service affected by the changes, within the time frames stated above:

- by sending a registered letter with acknowledgment of receipt to Aruba S.p.A. at Palazzetto No. 4, 52011 Bibbiena Station (Arezzo);
- by sending notice thereof by certified email to [recessi@aruba.pec.it](mailto:recessi@aruba.pec.it); or
- by submitting a support request on the [website](#).

If the Customer does not exercise the right of withdrawal, the changes will be deemed accepted.

## 16. Intellectual property and licences

**16.1** The Customer must use the Services in compliance with Aruba's intellectual property rights.

The software used to provide the Services is the exclusive property of Aruba or its suppliers. This means that the Customer does not acquire any right or title in this regard and may only use the software during the contractual relationship with Aruba.

**16.2** In the case of licences provided by third-party suppliers through Aruba, the Customer is aware that Aruba is not party to the relationship between the Customer and the third-party supplier, and undertakes to accept and comply with the terms of those licences.

**16.3** The Customer acknowledges that all rights relating to Aruba's trademark, trade name, logos and any other distinctive sign are Aruba's exclusive property. The Customer undertakes not to use, reproduce or disclose such trademarks, trade names or distinctive signs, unless authorised to do so in writing by Aruba.

## 17. Security and confidentiality of information

**17.1** Aruba has acquired ISO 27001 certification and other suitable means or tools for protecting information security (physical, logical, IT and organisational) in the most effective way.

**17.2** The Customer undertakes not to disclose, and not to make available to third parties in any way, the confidential information of which it has knowledge in connection with the execution of this Contract, in the absence of specific written authorisation from Aruba.

## 18. Communications between the parties

**18.1.** Aruba will communicate with the Customer by writing to the contact details provided by the Customer when ordering or making use of the Service. The communications that Aruba sends to these addresses will be understood to be known by the Customer. Any changes to the Customer's contact detail (including email address) not notified to Aruba will not be enforceable against it.

**18.2** The Customer must send its communications and requests for assistance to Aruba at the addresses shown on the Website or in these General Terms and Conditions.

## 19. Complaints

**19.1** The Customer may submit a complaint regarding provision of the Service by sending a registered letter with acknowledgment of receipt to Aruba S.p.A. At Palazzetto No. 4 - 52011 Bibbiena (Arezzo) or by opening a request for assistance on the [website](#). The complaint must be sent within seven days of the time when the fact that is the subject of the complaint occurred.

Aruba will review the complaint and provide a written response within 30 days of receiving the complaint or as otherwise stated indicated in the Special Conditions.

If the complaint regards facts of particular complexity, which do not allow a comprehensive response, Aruba will inform the Customer of the progress of the complaint within the time frames stated above.

## 20. Processing of personal data

**20.1** The Customer's personal data and those that the Customer has provided to Aruba for execution of the Contract are processed in accordance with Italian Legislative Decree 196/2003, Regulation (EU) 2016/679, and the information on the processing of personal data found at [https://www.aruba.it/informativa\\_arubaspa.pdf](https://www.aruba.it/informativa_arubaspa.pdf)

**20.2** During data collection, processing and management phases, necessary for provision of the Services, Aruba can be qualified as an independent data controller, in accordance with Italian Legislative Decree 196/2003 and Regulation (EU) 2016/679, with regard to the information issued by Aruba during the registration phase.

The Special Conditions may provide for circumstances in which Aruba is a joint data controller with other companies in the group which it controls.

**20.3** With reference to the data of third parties that it has entered or otherwise processed in the ordering phase or when using the Services, the Customer declares that it has previously provided said third parties with the information required by Article 13 of Regulation (EU) 2016/679 and that it has appropriate legal grounds for processing such data.

With respect to these data, the Customer can be qualified as an independent data controller, assuming all the obligations and responsibilities.

Accordingly, the Customer holds Aruba harmless from any dispute or claim that may be brought by third parties.

## 21. Appointment of the data processor

**21.1** For the Service covered by this Contract which specifically require it, as governed from time to time by the relevant Special Conditions to which express reference is made, the Customer appoints Aruba as Data Processor and/or Sub-processor of the personal data of third parties, in the event that the Customer acts as Data Processor in relation to such data.

In the latter case the Customer guarantees that he/she has been appointed by the controller as Data Processor.

This appointment as data processor or sub-processor has a duration equal to that of the Contract entered into between the Customer and Aruba in relation to the chosen Service.

This deed of appointment will automatically cease to have effect in the event of termination, withdrawal or if the Contract becomes ineffective. This is without prejudice to any time required for the Customer to recover personal data, if provided for in the contract.

In the event of tacit renewal of the Contract, the appointment as data processor or sub-processor will be considered automatically renewed for a duration equal to that of the contract.

### 21.2 Data processed by Aruba in providing the Service

The appointment of Aruba as data processor only concerns the data entered or otherwise processed by the Customer as data controller in the context of its use of the Service.

Within the scope of the Service, the Customer may process personal data in the times and ways set and managed by it, in compliance with the provisions of law.

### 21.3. Obligations and rights

For the purposes of this appointment, Aruba is authorised exclusively to process personal data to the extent and within the limits necessary for carrying out the activities assigned to it.

Aruba can carry out all the activities necessary for ensuring compliance with the provisions in force in this regard and has the task of organising, managing and monitoring all the personal data processing operations that the data controller has communicated to it by the Customer for carrying out the activities covered by the Service.

In accordance with the provisions of Regulation (EU) 2016/679 and the legislation on personal data, Aruba must:

process the personal data entered and/or transmitted as part of its execution of the Service with the technical and security characteristics established on the basis of the provisions of the Contract, Manuals and Technical Specifications that govern them and the Codes of Conduct to which Aruba has adhered.

If the Customer expresses special needs that require instructions that differ from those described in the documents referred to above, it must make these known to Aruba and describe the measures that need to be guaranteed. Aruba will evaluate the required measures and, if they can be implemented, will quote for them in a specific offer.

Ensure that the persons authorised to process personal data have committed themselves to confidentiality or have an adequate legal obligation of confidentiality. These persons will be designated and will receive operational instructions to process personal data in the context of the activities for which they are responsible.

Take all the measures required by Article 32 of Regulation (EU) 2016/679; in particular, in its provision of the Service Aruba will apply the measures stated in the Contract, in the Technical Specifications and in Manuals relating to the Service, in the Codes of Conduct to which it has adhered and, in the procedures, adopted in accordance with the ISO 27001 standard.

Assist the Customer, taking into account the nature of the processing:

with adequate technical and organizational measures, insofar as this is possible, to follow up on requests received for exercising the rights of the data subjects;

in ensuring compliance with the obligations established by Articles 32 to 36 of Regulation (EU) 2016/679, also taking into account the information that Aruba has available;

Delete or return all personal data to the Customer, as it chooses, after provision of the processing related services has ended and delete existing copies;

Provide the Customer with all the information necessary for demonstrating compliance with the obligations established under this appointment, allowing and contributing to the review and verification activities, subject to agreement on the times and methods and provided that these do not conflict with the confidentiality obligations assumed by Aruba or with its policies. The Customer will bear the costs of these checks. These review and verification activities may be carried out with at least 20 (twenty) days' notices, to the maximum extent of once a year and, in addition, in the event of a breach of the Customer's personal data (Data Breach), limited to the Service affected.

Accordingly, Aruba processes the data in compliance with the instructions provided above, the provisions of the Manual that govern the Service, any annexes and the requirements contained in Regulation (EU) 2016/679 and in compliance with the security requirements established for provision of the Service.

#### 21.4. Sub-processors

The Customer authorises Aruba to use its sub-processors, including, but not limited to, third party suppliers and Aruba group companies for provision of the services related to the requested service (i.e., assistance, maintenance, the provision of additional services, network and electronic communications service providers). The Customer accepts that these services may involve the processing of data by sub-processors. Whatever else may be expressly provided in this regard in the Sections of these Contractual Conditions remains unaffected. For the appointment of a sub-processor, Aruba will ensure, by means of a written contract, that:

the sub-processor accesses the Customer's data only to the extent necessary for fulfilling the obligations delegated to it in accordance with the Contract;

the sub-processor assumes the obligations established by Article 28 of Regulation (EU) 2016/679;

Aruba remains liable towards the Customer for all the obligations it assumes, including those relating to the activities entrusted to the sub-processor.

Aruba will verify that the sub-processors adopt adequate security measures and, in any case, not less than those used by Aruba in providing the Customer with the Service, provided that they are applicable based on the service provided to Aruba by the sub-processors. Aruba undertakes to keep the list of sub-processors and the documents showing the obligations they have assumed with respect to the processing of personal data.

Aruba undertakes to inform the Customer, upon his request, in the event of any change of these sub-contractors.

#### 21.5. Breaches

If events occur that involve a breach of the data processed by Aruba in its provision of the Service, Aruba will notify the Customer in the manner and within the time frame provided for by law.

#### 21.6 Contact points

For information on the processing of personal data, the Customer may contact Aruba and its Data Protection Officer at the following addresses: [privacy@staff.aruba.it](mailto:privacy@staff.aruba.it) and [dpo@staff.aruba.it](mailto:dpo@staff.aruba.it).

## 22. Management system for the prevention of corruption

22.1 Aruba has implemented an anti-bribery management system, based on the industry standard UNI ISO 37001, and has adopted an anti-bribery policy, which is published on the [website](#).

The Customer undertakes to comply with the requirements of the management system and the principles expressed in the policy.

If the Customer fails to submit the documents required by the anti-bribery management system or if it breaches the anti-bribery policy, Aruba may terminate the contract pursuant to Article 14.2.

## 23. Applicable law and jurisdiction

23.1 This Contract is governed by Italian law.

23.2 If the Customer qualifies as a "consumer", disputes relating to the Contract will be submitted to the exclusive jurisdiction of the court of the Customer's place of residence or domicile.

23.3 If the Customer is not a "consumer", disputes relating to the Contract are subject to the exclusive jurisdiction of the Court of Bergamo.

## 24. Final provisions

24.1 This Contract cancels and replaces any other previous agreement that may have been concluded between Aruba and the Customer on the same subject.

No amendment or addition to the Contract will be valid and effective between the Parties unless approved by both in writing.

24.2 Any breach or conduct on the part of the Customer that is contrary to the Contract will not be construed as a modification, waiver or tacit acceptance of the same, even if it is not challenged by Aruba. Aruba's failure to exercise or delay in enforcing any contractual right or provision will in no way be deemed a waiver of such rights or provisions.

**24.3** Any ineffectiveness or invalidity of one or more clauses of the Contract, in full or in part, will not result in the invalidity of the other clauses, which must be considered fully valid and effective.

**24.4** Aruba may make known to third parties, or disclose in any form, information concerning the Contract (for example, the subject, duration, Customer's name) as a commercial reference for the promotion of its products or services.

**24.5.** The relations between the Parties established under this Contract may not be interpreted as constituting a relationship of mandate, representation, collaboration, association, joint venture or any other form of similar or equivalent contractual relationship.

**24.6** The Customer may only transfer the contract to third parties with Aruba's written authorization.