



# General Terms and Conditions

Provision of Qualified Trusted Services



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## Art. 1 -OBJECT

1. These General Terms and Conditions for the provision of qualified trusted services (hereinafter even just "General Conditions") indicate the manner and terms with which "Uanataca S.A. Unipersonal" (hereinafter even just "Uanataca"), with registered office in Barcelona (Spain) at Avenida Meridiana 3ª Planta (08027) - N.I.F. A66721499 and secondary office in Naples at Via Diocleziano n. 107 (80125) - P.I. 09156101215, in its quality of Qualified Trust Service Provider" (hereafter for brevity "Provider" or "QTSP"), provides to the clients (hereinafter also "Customer") with the digital certification services, in accordance with its Certification Practice Statement (hereinafter also "Services").
2. In the event of a request for a subscription certificate, the Service is concerned with the issuance by Uanataca of qualified certificates of signature and electronic seal.
3. In the event of a request for a time stamp certificate, the service is concerned with the issuance by Uanataca of a Time Stamping Unit (TSU) certificate or time stamp.
4. In the event of a request for issuance of the "CNS – Carta Nazionale dei Servizi", the Service has as its object the issue, by Uanataca, of an authentication certificate with a "CNS" profile.
5. The contractual relationship between the Provider and the person in favour of whom the Services are provided is governed by current legislation as indicated below:
  - Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trusted services for electronic transactions in the internal market and repealing the Directive 1999/93/EC (hereafter also "eIDAS Regulation");
  - D. Lgs. 7 March 2005 n. 82 and s.m.i. (hereafter also only "Code of Digital Administration" or "C.A.D. ");
  - D.P.C.M. 22 February 2013 containing " Technical rules on the generation and verification of advanced, qualified and digital electronic signatures, pursuant to art. 20 co. 3, 24 co. 4, 28 co. 3, 32 co. 3 letter b), 35 co. 2, 36 co. 2 and 71" and s.m.i.;as well as from the following contractual documentation (hereinafter also "Contract"):
  - a) these General Terms and Conditions – Provision of Qualified Trusted Services;
  - b) the certificate issuance Request Form (hereafter, "Request Form") or Contract for the provision of trust services;
  - c) the Certification Practice Statement/ Certificate Policy and its possible attachments (hereafter for brevity "CPS" or "CPS");
  - d) any additional forms and/or contractual documentation that expressly refer to these Conditions.It should be noted that the publications of the CPS are available:
  - in electronic format on the website of the Provider, via the link: <https://web.uanataca.com/it/politiche-di-certificazione>;
  - in electronic and paper form on the institutional website of the Agency for Italy Digital <https://www.agid.gov.it>
  - at each Registration Authority (RA);
  - e) the Privacy Policy, published in its most updated version on the Provider's website at the following link: <https://web.uanataca.com/it/condizioni-general-del-servizio>.
6. The Customer expressly accepts that the publications of the documents made on the QTSP's website are, time to time, fully valid and relevant to all legal purposes for his knowledge of what has been published.

## Art. 2 – DEFINITIONS

1. In the context of these General Terms and Conditions, the terms used have the meaning indicated in the CPS and in the relative applicable legislation.
2. The Subscriber, who has been issued a digital certificate by Uanataca, is also qualifiable as the Holder of the certificate, when this latter is issued. He assumes all the obligations and responsibilities provided for by the Subscriber in these General Terms and Conditions, in the CPS and in the current legislation. Therefore, the term "Customer" will refer, indifferently, to both the Subscriber and the Holder of the certificate.

## Art. 3 – CONCLUSION OF THE CONTRACT

1. The Customer acknowledges and accepts that the delivery of the Request Form, totally filled and signed and / or the signing of the Contract for the provision of trust services through an RA from Uanataca includes the acceptance of these General Conditions, of the CPS and any annexes, and more generally of all the contractual documentation (see art. 1 par. 5 infra), which will have full binding force towards him.
2. The Contract is considered concluded with the issue of the required Certificate. It should be noted that only in the event of a positive outcome of the necessary checks to be carried out in advance (certain identification of the Customer) will the required Certificate issued.
3. There is no obligation for the Provider to proceed with the issuance of the Certificate in case of non-compliance with the recognition procedure by the Customer. If, for any reason, the delivery of the requested Certificate does not occur, Uanataca has no obligation to compensate or indemnity.

## Art. 4 – CUSTOMER OBLIGATIONS

1. The Customer's obligations are those indicated in the CPS, documents and legal provisions referred to in it as well as in these General Conditions.
2. The Customer is aware that the signing certificate allows to subscribe documents relevant for all legal purposes within the European Union and attributable to the person of the Data Controller and that the private key, for which the subscription certificate has been issued, is strictly personal and cannot be transferred or given in use to third parties for any reason.
3. The Customer, therefore, undertakes to:
  - a) inquire about the regulatory, technical and economic conditions, the methods of use, the obligations and charges that govern the Certification Service from the same request;
  - b) communicate to the Provider:
    - data, documents, correct and truthful information, for the purposes of its identification and to ensure that the data recorded by the Provider at the time of accession are correct and promptly report any inaccuracies;
    - any change or modification of the data provided; in this regard, the Customer acknowledges and accepts that, during the course of the contractual relationship, the Provider reserves the right to request, at any time, adequate documentary proof of his identity, domicile or residence and correctness of the data communicated at the time of the request to issue the Certificate or in any case during the contractual relationship;
  - c) use certificates in accordance with the use described in the Operating CPS or in the "KeyUsage" field present in them and, in any case, within the limits of use that may be provided for in the certificate;
  - d) do not violate copyrights, trademarks, patents or other rights arising from law and custom;
  - e) make sure that the Provider is authentic when the certificate is requested to be used;

- f) produce, if required by the Provider, the necessary documents for the purposes of the identification operations for the issue and management of the certificate;
  - g) observe adequate diligence in the use, retention and protection of authentication tools, including the private key, the digital signature device that may be provided, the activation code associated with the digital certificate (PIN or alternative code), as well as the additional codes made available by the Provider;
  - h) take all appropriate measures to prevent damage to others, from the use of the asymmetric key system or the digital signature;
  - i) use the digital certificate in accordance with what is indicated in the CPS, the Contract, the Uanataca institutional website as well as in compliance with current legislation, morals and public order;
  - j) ensure that the personal data communicated to the Provider for the execution of the Contract are correct, updated and truthful and allow to verify its identity;
  - k) pay the fee for the provision of the Service (including the renewal of the certificate), where required, according to the applicable rates at the time of the request;
  - l) protect the secrecy of the private key, not communicating or not disclosing to third parties the personal identification code (PIN or alternative code) of activation of the same, typing it in ways that do not allow its knowledge by other subjects and keeping it in a safe place;
  - m) ensure autonomous compliance with the hardware and software requirements necessary for the correct use of the digital signature and, in particular, to adapt its hardware and software systems to the security measures provided for by current legislation even in the event of any updates to the Service;
  - n) maintain and guard the Emergency Code (ERC) with the utmost diligence, not to communicate or disclose it to third parties and to store it in a safe place;
  - o) notify the Provider, without reasonable delay, of the cases and reasons that determine the revocation of the certificate, as indicated in the CPS;
  - p) check the validity and revocation of the Certificate in use in the manner indicated in the CPS;
  - q) immediately file a complaint to the competent authorities if the loss or theft of the authentication tools to access the Service, best described in Chapter 3(g) of this Article, occurs.
4. In case of violation of even one of the aforementioned obligations/commitments, the Provider will have the right to intervene in the forms and ways appropriate to eliminate, where possible, the violation and effects, and to suspend, immediately and without any prior notice, the Digital Signature Device provided and /or revoke the certificates issued, also reserving the right to terminate the contract pursuant to the following art. 9.
5. Any sums paid by the Customer will be withheld as compensation, except in any case the compensation for the greatest damage suffered.

## **Art. 5 – CUSTOMER RESPONSIBILITY**

1. The Customer undertakes to refrain from making any attempt to violate the systems and security of networks that may give rise to civil and/or criminal liability; in addition, it acknowledges and accepts:
- a) to be solely responsible for protecting its private key from damage, loss, disclosure, modification or unauthorized use;
  - b) that will be held solely responsible in the event of complaints, lawsuits, administrative or judicial actions, losses or damages (including legal and honorary expenses) arising from the illegal use of the services by the Customer itself;
  - c) that will be held solely responsible for the damages suffered by the Provider and/or third

- parties in the event of a delay in activation of the procedures provided for in the CPS for the revocation of the certificate;
- d) that it will be held civilly and criminally liable for all damages suffered and sub-claims by the Provider and/or third parties for making false statements and/or using false documentation and/or providing inaccurate and/or false information at the time of identification, in order to conceal their real identity or falsely declare that they are another subject;
  - e) that it will be held civilly and criminally liable for all damages suffered by the Provider and/or third parties for acting in such a way as to compromise the identification process and the related findings indicated in the certificate;
  - f) to indemnify the Provider from any liability, expense, injury, claim, claim for compensation or compensation for damage, direct or indirect, that may result from claims or actions by third parties for which the Provider is called to account by fact attributable to the Customer (such as, but not limited to, the incorrect conduct of the procedures described in the CPS) or resulting from the illegal use of the Services by the Customer himself;
  - g) that, in relation to the data of third parties that he processed during the use of the Services, he poses himself as the autonomous Data Controller, assuming all the obligations and responsibilities related to it and keeping the Provider from any dispute, claim or other that should come from such third parties in reference to the aforementioned processing hypotheses;
  - h) that it will not be in a position to claim anything from the Provider, by way of reimbursement, compensation or damages for the measures that the latter considers appropriate to take, if there is evidence of non-compliance attributable to the same or in case of loss of the requirements on the basis of which the Certificate was issued in its favor;
  - g) to be solely responsible for any violation of the limits of use that may be included in the digital certificate.

## **Art. 6 – OBLIGATIONS OF THE PROVIDER**

1. Uanataca's obligations are limited to those expressly indicated in the CPS, in the associated documents, in these Conditions, in the regulations in force. Uanataca does not assume any further obligations other than those laid down in those sources.
2. If the verifications necessary for the issue of the qualified certificate are successful, Uanataca will issue the certificate requested by the Customer, communicate to the customer the issue, publish the certificate in the appropriate register, according to the provisions of the CPS and the current legislation on the subject.
3. Uanataca will revoke the certificate in the event of any of the circumstances provided for in the CPS.
4. In any case, it is the right of the Provider to suspend/deactivate the certificate in case of tampering with the certification keys or if it believes that the procedures of the CPS have been violated, and revoke it, in case of causes that led to the suspension.
5. In case of revocation of the Certificate, for any reason provided for by the CPS, the Customer is not entitled to a refund of any amount paid.
6. Uanataca will keep for 20 (twenty) years, in a specific digital archive that cannot be modified, all certificates issued in the manner provided by the CPS.

## **Art. 7 – LIMITATIONS OF RESPONSIBILITY OF THE PROVIDER**

1. Uanataca's limitations of liability correspond to those indicated in the CPS, associated documents, these General Conditions and the relevant legislative provisions.



2. In particular, Uanataca does not provide any guarantee:
  - a) in case of improper and/or incorrect use of the certificate or digital signature device, possibly provided, with respect to what is established by the CPS, the attached documentation and the current legislation;
  - b) with respect to the correct operation and safety of the hardware and software equipment used by the Customer;
  - c) in relation to the regular and continuous operation of national and/or international power and telephone lines;
  - d) on the validity and relevance, also evidential, of the Certificate or of any message, deed or document associated with it or packaged through the keys to which the Certificate refers to subjects subject to legislation other than that governing the validity of the Certificate;
  - e) on the confidentiality and/or integrity of any message, act or document associated with the qualified or packaged certificate through the keys to which the certificate is referred (in the sense that any violations of the latter are detectable by the Holder or the recipient through the appropriate verification procedure).
3. Except in cases of malicious misconduct or gross negligence, Uanataca will not be responsible for any damage and/or delays due to malfunction or blocking of the information system.
4. In any case, the maximum liability that Uanataca may incur against any claims made by the Customer and/or third parties in relation to the issuance of the Certificates, for damages of any kind, both contractual and non- contractual, will be limited to the actual damage and may not in total exceed the annual fee paid by the Customer in the year of non- compliance (if the Service has been activated by the Customer free of charge, it refers to the fee that would have been required to pay for the same if it had not been free), except if the Customer proves the wrongdoing or serious fault of the Provider.
5. Under no circumstances Uanataca may be held liable for direct or indirect damages by anyone suffered, including the Customer:
  - a) caused by improper use of the Digital Signature Device, possibly provided, or by non-compliance with the rules, limits of use and obligations described in these Contractual Conditions, in the Request Forms and in the CPS;
  - b) resulting from the impossibility of performance, failure of networks or technical equipment, causes of force majeure, chance, catastrophic events (for example, but not limited to: fires, explosions, etc.);
  - c) of any nature and entities suffered by the Customer and/or third parties caused by tampering or interventions on the Digital Signature Device or on equipment carried out by the Customer and/or by third parties not authorized by the Provider.
6. The Customer declares that he read and accepted the limitations of responsibility referred to in the CPS.

## **Art. 8 – DURATION OF THE CONTRACT**

1. The duration of the Contract is equal to the duration of the Certificate, indicated on the same, in the "validity "section.
2. Before the expiry of the Certificate, it is possible to request the renewal of the Certificate, in the manner indicated in the CPS, that is, through one of the methods available and communicated to the Customer before the deadline. Such renewal entails, upon payment of a fee, where provided for by Uanataca, the extension of the Contract until the expiry date of the renewed certificate or the withdrawal of the same. The Customer acknowledges and accepts that with the activation of the renewed Certificate, the previous certificate will no longer be valid and

usable. Under no circumstances an expired or revoked Certificate can be renewed.

3. The Customer acknowledges and agrees that, in the event of the issue of a Qualified Digital Certificate with a limited duration or whose issue is restricted to specific areas of use, Uanataca reserves the right not to renew the Certificate upon its expiry.

## **Art. 9 – TERMINATION OF THE CONTRACT**

1. The revocation of the certificate automatically resolves the Contract between the Provider and the Customer.
2. Pursuant to and for the effects of Art. 1456 c.c., Uanataca has the right to terminate the Contract if the Customer violates, in whole or in part, the provisions of Articles 4, 5, 17 of these General Conditions or in case of non-compliance with the provisions of the CPS.
3. In the above cases, the resolution occurs automatically by unilateral declaration, which the Provider will communicate to the Customer by registered letter with notification of receipt and/or communication to the email address provided by the Customer at the time of the certificate request, as a result of which the Provider will be authorized to revoke the certificate without any prior notice.
4. In the above cases, any sums paid by the Customer will be retained as a penalty, except, in any case, compensation for the greatest damage, without the Customer being able to make any claim for reimbursement, compensation and /or damages for the period in which he did not use the certificate.
5. The aforementioned resolution of law operates without prejudice to the other resolution hypotheses provided for by law.

## **Art. 10 – WITHDRAWAL**

1. In accordance with the Art. 1373 c.c., Uanataca has the right to withdraw from the Contract without having to assign to the Customer any amount by way of compensation, refund or allowance of any kind, with written notice of 30 (thirty) days, sent to the address indicated by the Customer (by e-mail address or by postal courier).
2. In case of withdrawal by the Customer after the certificate has been issued or withdrawal of the certificate, the consideration, where provided, will still be due and, if already paid, will be fully withheld by Uanataca as consideration for withdrawal.
3. In all cases of termination of the effectiveness of the Contract or its dissolution, the effects produced by the Contract until such time will be saved.
4. Without prejudice to the hypothesis of withdrawal of the Customer pursuant to and for the effects of art. 49 and ss. of Legislative Decree 6 September 2005 n. 206 and s.m.i. (Consumer Code) to be practiced in the manner described in the CPS.

## **Art. 11 – CHANGES TO THE CONTRACT AND CPS**

1. In the event that the Provider changes these General Conditions, these changes will be made available to the Customer on the Uanataca website to the following link: <https://web.uanataca.com/it/condizioni-general-del-servizio>, which the Customer undertakes to consult periodically.
2. In the event of substantial changes to these General Conditions or of changes that result in a variation of the rights and/or obligations of the Customer, Uanataca, in addition to the methods of communication referred to in the preceding paragraph, undertakes to inform the Customer, by e-mail, of the change that has occurred.
3. The Customer, in case of non-acceptance of the new conditions, may exercise the right to



withdraw from the contract by sending to the Provider a certified written communication (PEC) or a registered letter with notification of receipt before the date on which these amendments enter into force.

4. From the date of withdrawal, the Customer will be obliged not to use the previously issued Signature Device.
5. In the absence of exercise of the right of withdrawal by the Customer, within the terms and in the manner indicated above, the changes will be understood by them definitively known and accepted.
6. The Provider reserves the right to make changes to the provisions of the CPS for technical, legislative and managerial needs, which will be effective and binding on the Customer from the moment of publication on the institutional website of the Provider.

## **Art. 12 – INTELLECTUAL PROPERTY**

1. All intellectual, industrial and any other property rights and any rights relating to certification services and any other technological solution related to them are and remain the property of Uanataca, unless the ownership of third parties is expressly indicated. All rights to use the Services and technological solutions connected to them are reserved to Uanataca.
2. The Customer is granted the use of the Services only within the limits and conditions set out in this General Condition and in the Contract documentation.

## **Art. 13 - FEES**

1. If required by Uanataca, the Customer has to pay the fee for the provision of the Service established in the pricing list or in the Provider's offer, according to the rates in force at the time of the certificate request.
2. At the end, if the Certificate is renewed by the Customer, the customer will be required to pay the fee indicated in the price list in force at the time of renewal.
3. The VAT due will be applied to all amounts, possibly invoiced, which, together with any other tax burden resulting from the execution of the Contract, will be charged to the Customer.
4. The Customer will not be able to assert rights or raise objections of any kind, if he has not previously made the payments provided for in the Contract or if the latter are not properly executed and confirmed.

## **Art. 14 – INFORMATION ON THE PROCESSING OF PERSONAL DATA**

1. For the purposes of carrying out the Services governed by the Contract, the customer's identification data will be processed by Uanataca as "Data Controller" pursuant to Legislative Decree 196/2003 and Regulation (EU) 679/2016 (GDPR).
2. The procedures and conditions relating to the processing of the Customer's Personal Data are indicated in the information on the processing of personal data, published in an extended format within the Operating CPS and at the following website: <https://web.uanataca.com/it/condizioni-general-del-servizio>.
3. This processing is in accordance with current legislation on the protection of personal data, with particular reference to the law referred to in this article.
4. The Customer hereby acknowledges and agrees that the Provider will record and keep for 20 (twenty) years the information collected relating to identity and the attributes included in the certificate.
5. The Customer agrees that the data provided by the same at the time of the request to issue the certificate, in case of cessation of the certification activity, may be alternatively: (i) deposited to AgID (which guarantees its preservation and availability); (ii) communicated to a replacement

Provider or Provider of Trusted Services or to another person identified for the fulfillment of what is required by the applicable legislation.

## **Art. 15 – ASSISTANCE AND COMMUNICATIONS**

1. Uanataca has created a channel dedicated to communication with service customers (hereinafter "Channel"), to manage everything related to the problems related to the Service.
2. The management of the Channel is entrusted to a staff of operators in charge, who are trained and regularly updated, so as to be able to adequately support the Customer.
3. All requests for technical assistance, communications relating to this Agreement and any complaints regarding the provision of the Service, can be sent by the Customer H24 to the following email address: [info.it@uanataca.com](mailto:info.it@uanataca.com). If they arrive outside working hours or on holidays, they will be taken over from the first following working day.
4. The Customer acknowledges and accepts that in all phases of assistance, both remotely and directly, the Channel operators may become aware of the Customer's personal data, which will be processed in accordance with the privacy Policy in the preceding article

## **Art. 16 – FINAL PROVISIONS**

1. Under no circumstances may the contractual relationship between Uanataca and the Customer, in accordance with the provisions of these General Conditions, be understood as a client relationship, Society, representation, collaboration or association or other similar or equivalent contracts.
2. Amendments or additions to this Contract shall be valid only if they are specifically approved in writing by all contractors.
3. Any ineffectiveness and/or total or partial invalidity of one or more provisions of the Contract shall not result in the invalidity of the other provisions, which must be considered valid and effective.

## **Art. 17 - APPLICABLE LAW**

1. For everything not expressly provided for in these General Conditions, please refer, to the extent that this is compatible, to the Italian legal rules in force at the time of the conclusion of the Contract.

## **Art. 18 – COMPETENT COURT**

1. For any dispute relating to the interpretation, execution and termination of this Contract, the Court of Naples shall be exclusively competent, excluding any other relevant court.



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