General Supply Conditions

General Provisions

These Supply Conditions, together with the documents indicated in the following Article 2, govern the contractual relationship (hereinafter referred to as the "Contract") entered into between VirtSYS IT S.r.l.s. unipersonale, with registered office in Gela (CL), via Venezia 175, VAT number IT02111100851 (also referred to as "VirtSYS IT" or "Supplier"), and the Client for the provision of the services described below.

Index of Articles:

1. Definitions
Where mentioned in the Contract, the terms listed below have the following meanings:

24/7/365: An acronym used in the Contract to indicate the continuity of services 24 hours a day, seven days a week, 365 days a year.
Client: The individual or legal entity identified in the Order Form.
Contract: The set of documents indicated in Article 2.
CPanel: The area for managing each of the Services accessed by the Client using their Login Credentials.
Login Credentials: The username and password used by the Client to access their restricted area, which should be kept confidential and updated periodically in accordance with the provided security rules.
Confidential Information: (i) information relating to the Supplier that is deemed or classified as confidential and/or proprietary by the Supplier and is known to the Client for any reason related to the application of the contract, and/or (ii) information relating to the Supplier that, by their nature, content, or the circumstances in which they are disclosed, would normally be considered confidential.

Examples of VirtSYS IT's confidential information include all service features, configurations, technical information, quotes, audit or security reports, and product development plans.

Price List: The document published at the page https://dedi.express/ that contains all the economic characteristics of the Services, or alternatively, if applicable, the document containing such characteristics sent by the Supplier to the Client in case of a separate, specific, and different agreement between the Parties.

Order Form: An electronic form available at the link https://dedi.express/ that, when fully completed by the Client and submitted online, constitutes a contractual proposal and formalizes the request for Service activation.

Parties: VirtSYS IT S.r.l.s. Unipersonale and the Client.

Service(s): The specific services indicated and identified in the Order Form submitted by the Client, within the available purchase options on the website https://dedi.express/.

Website: VirtSYS IT's website, https://dedi.express/

Service Usage Policy: The document prepared by the Supplier that outlines the behavioral norms and usage limits of the Service applicable to all Clients.

Registrant: The entity requesting the registration of a domain name or the entity to whom the domain name has been assigned.

Technical Specifications: The information published on the website https://thundervm.com/ containing the technical characteristics of the Services.

2. The Contract consists of the following documents:

General Terms and Conditions of Supply

    A. Specific Terms and Conditions of Supply
    B. Technical Specifications
    C. Price List
    D. Service Usage Policy
    E. Order Form
    F. Information on the processing of personal data under art. 13 EU Regulation 2016/679
    G. Appointment as data processor under art. 28 EU Regulation 2016/679

3. Contract Subject

The subject of the Contract is the provision to the Client of the Service or Services indicated in the Order Form, with the technical specifications and economic conditions stated in the documents referred to in Article 2 of the Contract.

4. Contract Finalization

4.1 For the activation of the Service, the Client sends to VirtSYS IT through the Website the Order Form, fully completed and accepted in all its parts, together with the payment of the corresponding fee for the Service. The submission of the Order Form implies the full acceptance by the Client of the Contract. The Contract shall be deemed perfected upon VirtSYS IT's sending of the Activation Confirmation with the Access Credentials.

4.2 The Client is responsible for the accuracy of the information provided and acknowledges VirtSYS IT's right to request any further information necessary for the activation of the Service, if deemed necessary, in compliance with applicable regulations.

4.3 By submitting the Order Form, the Client acknowledges and accepts that the only valid and effective version of the Contract is the one in the Italian language, with any other versions possibly provided by VirtSYS IT in any other foreign language being made available solely as a courtesy.

5. Activation and Provision of the Service

5.1 The Service is activated in compliance with the time required by the availability of resources, including hardware, and in any case, as soon as possible, and it is provided until the expiration of the Contract itself. It is understood that the timeframes for the activation of the Service, if indicated on the Website, are merely indicative. However, the Client is required to perform any tasks necessary for the activation of the Service, and any delays due to the Client's inaction will not be attributable to the Provider.

5.2 The Client acknowledges and accepts that there may be a delay in the activation in the event of unavailability of the necessary hardware and software resources. In the event of non-activation of the Service within 7 days from the request, the Client may request the cancellation of the Contract without any charges.

5.3 The Client may request a modification of the Service, within the possible solutions indicated, taking care to make a separate copy of the data and material processed through the Service subject to the modification request, at their own expense. Following the modification, the recovery of the content processed by the Client through the converted Service is not guaranteed.

5.4 It is expressly understood that VirtSYS is not subject to any general monitoring obligation; therefore, it does not monitor or supervise the actions or acts performed by the Client through the Service, nor does it monitor or supervise the information, data, or content processed by the Client or their delegates and/or collaborators using the Service. In any case, VirtSYS is and remains unrelated to the activities that the Client autonomously carries out by remotely accessing the Service via the internet using the Access Credentials. In any case, once the Client has accessed the Services, they are the sole data controller, in accordance with Legislative Decree 196/03 and EU Regulation 2016/679, for any data processed through the Service.

5.5 VirtSYS IT assumes no responsibility, under any circumstances, for the information, data, content entered or transmitted, and in general, for the use made by the Client of the aforementioned Service. VirtSYS reserves the right to take any initiative and action to protect its rights and interests, including communicating to the parties involved any necessary data to identify the Client.

6. Duration of the Contract and Renewal

6.1 The Contract governs the provision of the Service to the Client starting from the date of its completion and has a duration as indicated in the Order Form. As the expiration date approaches, VirtSYS IT reserves the right, as a courtesy and without assuming any obligation towards the Client, to send notifications of the upcoming expiration to the contacts provided by the Client during the order or service provision phase.

6.2 Upon the expiration of the selected service, the Contract ceases its effectiveness unless renewed at the rates applicable at the time of renewal. As the expiration approaches, VirtSYS IT makes the proforma invoice for the amount due available in the personal area of the website. The Client acknowledges and understands that VirtSYS IT does not make automatic charges on credit cards or other payment methods for service renewal, and it is solely the responsibility of the Client to handle the renewal.

6.3 Subject to the provisions of the other documents that constitute the Contract and as indicated in Article 21 of this Contract (Survival Clause), the Client acknowledges and accepts that upon the termination of the Contract for any reason, the Parties will be automatically released from their respective obligations. With regard to the data, information, and content processed through the Service, the Client declares to have understood and accepted that it is their sole responsibility to obtain and maintain a readable and usable copy of them. It is understood that once the Contract is terminated or the Service expires, such data and/or information and/or content may no longer be recoverable. The Client also acknowledges and accepts that, if the term of 30 (thirty) days from the Contract expiration date elapses without any action, the data and/or content and/or information processed by the Client through the Service will be deleted, and VirtSYS IT explicitly disclaims any and all liability in this regard.

6.4 In any case, the Client releases VirtSYS IT from any and all liability for any potential loss or total or partial damage of data and/or information and/or content entered and/or processed by the Client through the Service. It is solely the responsibility of the Client to restore the data and/or information and/or content entered and/or processed if necessary, by entering into a new Contract for the reactivation of the Service.

7. Remuneration, Payment Terms, and Guarantees

7.1 Unless otherwise agreed separately and differently between the Parties, the payment for the Service, as indicated in the Price List published on the Website, must be made by the Client concurrently with the submission of the Order Form and in any case prior to its activation.

7.2 Each payment made by the Client will have its own identification number, and VirtSYS IT will issue the corresponding invoice within the relevant month. Value Added Tax (VAT) and any other applicable taxes resulting from the execution of the Contract will be borne by the Client. In any case, the Client hereby releases VirtSYS IT from any and all liability arising from transactions or payments made.

7.3 The Client acknowledges and agrees that the payment for the Service must be made using the methods indicated on the Website. For the purpose of determining activation times, it is the Client's express and exclusive responsibility to select the payment method, taking into account the average processing time of payments. Therefore, it is the Client's explicit and exclusive responsibility to make the payment for the Service renewal in a timely manner to ensure continuity before it is deactivated due to Contract expiration.

7.4 The Client expressly acknowledges and agrees that the invoice will be transmitted and/or made available to them in electronic format.

7.5 In the case of an order for a Service in a free promotion, the provisions regarding the payment of remuneration will not apply until the respective expiration date. However, all other clauses of this Contract will apply. At the end of the free promotion, the Service may be renewed according to the methods indicated in the previous Article 6.

8. Delayed or Non-payment

8.1 The Client may not raise any disputes of any kind unless they have correctly executed the payments required by the Contract and provided the relevant documentation to VirtSYS IT.

8.2 In the event that, for any reason, the payment of the price is not valid or is revoked or canceled by the Client, or if it is not executed, confirmed, or credited to the benefit of VirtSYS IT, the latter reserves the right to suspend and/or immediately terminate the activation and/or provision of the Service if already activated. During the suspension of the Service, for any reason, the Client will not have access to data and/or information and/or content entered, transmitted, and/or otherwise processed by the Service.

9. Supplier's Obligations and Limitations of Liability

9.1 The Service is made available to the Client 24/7/365, and VirtSYS IT guarantees its usability (referred to as uptime) at 99% according to the service levels (SLA) indicated in the Specific Conditions.

9.2 The obligations and responsibilities of VirtSYS IT towards the Client are exclusively defined by the Contract. In the event of a breach or non-performance attributable to VirtSYS IT, its liability shall not exceed the amount paid by the Client for the individual Service, whether ordered or renewed, affected by the harmful event. The Client acknowledges and accepts that any other compensation or indemnification to the Client for direct or indirect damages, of any nature or kind, including towards third parties, is expressly excluded, now and in the future.

9.3 Unless the backup service has been purchased, VirtSYS IT does not perform any specific backup of the data and/or information and/or content processed by the Client through the Service, except for periodic backups of the entire content of the storage made by VirtSYS IT for precautionary purposes and for possible Service restoration. Therefore, the Client is responsible for making a complete backup of the data and/or information and/or content processed through the Service and taking all necessary security measures to safeguard them. Even if the Client has purchased the backup service from VirtSYS IT, although the aforementioned service reduces the risk of data loss and makes it easier for the Client to have a copy of the data, it is possible that such backup copy, for technical reasons, may not be available when the Client intends to use it. The Client declares to have understood the content of this clause and expressly accepts being the sole responsible party for their operational continuity, disaster recovery plan, and backup of their data and information, taking into account the nature of the processing, objectives, and guarantees of their services. It is understood, in any case, that after 30 (thirty) days from the expiration of the Contract referred to in the previous Article 6, the content and/or information entered and/or processed by the Client through the Service will be deleted.

9.4 VirtSYS IT shall not be considered responsible in any case for the use of the Service in relation to critical situations that involve, by way of example and not exhaustive, specific risks to people's safety, environmental damage, specific risks related to mass transportation services, management of nuclear and chemical facilities, and medical devices.

9.5 It is understood, and the Client acknowledges and accepts, that VirtSYS IT does not in any way hold responsibility for damages suffered by the Client and/or Third Parties, directly or indirectly, as a result of the use of the Service.

9.6 VirtSYS IT assumes no responsibility for the information, data, content entered or transmitted, and in general for the use made by the Client of the aforementioned Service. VirtSYS IT reserves the right to take any initiative and action to protect its rights and interests, including disclosing to the parties involved the data necessary to identify the Client.

9.7 VirtSYS IT assumes obligations solely as a means and not as a result. VirtSYS IT cannot be held liable for any direct or indirect damages suffered by the Client due to errors in the data communicated to VirtSYS IT or for the non-allocation of the domain name to the Client, for any reason. VirtSYS IT does not guarantee that the Services ordered by the Client will perfectly suit specific purposes or the Client's needs, and the Client bears exclusive responsibility for choosing the Service that best suits their specific requirements.

9.8 VirtSYS IT undertakes to ensure the best functionality of the system but assumes no responsibility towards the Client or third parties for delays, malfunctions, suspensions, and/or interruptions in the provision of the Service due to causes beyond
a) Catastrophic events, or force majeure;
b) Actions of third parties, including suppliers of VirtSYS IT;
c) Malfunction or non-compliance of the equipment, including connection devices, provided by the Client or used by the Client;
d) Tampering or interventions on the services or equipment carried out by the Client or their suppliers or unauthorized third parties;
e) Malfunctions and faults in machinery and software, whether owned by VirtSYS IT or its suppliers.

9.9 VirtSYS IT does not provide any warranty regarding the validity and effectiveness, including probative value, of the Service or any data, information, message, document, or act associated with it or processed through the Service, if the Client intends to use or enforce them in countries or legal systems other than Italy.

9.10 It is understood, and the Client acknowledges and accepts, that VirtSYS IT assumes no responsibility towards the Client or third parties for any measures that judicial and/or administrative authorities may take, which may have implications for the use of the Service.

9.11 It is expressly understood that VirtSYS IT is not subject to any general obligation of surveillance. Therefore, it does not monitor the actions or acts carried out by the Client through the Service, nor does it monitor the information, data, or content processed by the Client or their representatives and

collaborators using the Service. In any case, VirtSYS IT is and remains unrelated to the activities that the Client autonomously performs by accessing the Service remotely via the internet using their login credentials.

10. Obligations and Rights of the Client

10.1 The Client has the right to use the Service 24/7/365 as indicated in the Contract and acknowledges and explicitly confirms the specific uptime percentage stated in Article 9.1 of these General Terms and Conditions. If VirtSYS IT is responsible for an interruption of the Service exceeding the guaranteed uptime, the Client will receive a compensation credit equal to 10 times the actual amount of time corresponding to the actual technical downtime. For example, if the Service is down for one hour, the Client will receive ten hours of credit. All requests, under penalty of forfeiture, must be submitted to VirtSYS IT within 10 (ten) days from the occurrence.

10.2 The Client also guarantees, in accordance with Article 46 of Legislative Decree 445/2000 and subsequent amendments, that the data and information transmitted to the Provider for the conclusion of the Contract are truthful, accurate, and allow for identification. The Client undertakes to promptly notify the Provider of any changes to the data, including contact information. VirtSYS IT reserves the right to verify such data and/or information, even by requesting additional documents, which the Client undertakes to provide without delay.

10.3 If, during the identification process, the Client has concealed their true identity by using false personal documents or falsely claimed to be another person, or otherwise acted in a way that compromises the identification process, the Client acknowledges and accepts that they will be held legally responsible for false statements, the use of false documentation, or impersonation, as defined in Article 494 of the Italian Criminal Code. The Client will also be solely responsible for any damages suffered by VirtSYS IT and/or third parties due to the inaccuracy and/or falsity of the information provided. The Client undertakes to indemnify and hold VirtSYS IT harmless from any claims, actions, or demands for compensation or damages that may be brought against VirtSYS IT by anyone.

10.4 In the event of an error reported by VirtSYS IT during the issuance of the electronic invoice, the Client is required to adjust the missing or incorrect data. Depending on the logic of the Service, the billing data, as updated by the Client, may also be replicated to the master data and/or the data of the account holder. Therefore, VirtSYS IT cannot be held responsible for any penalties, losses, or damages resulting directly or indirectly from delays or errors in updating such data, as the responsibility lies solely with the Client.

10.5 The Client declares that they possess all the necessary knowledge, including technical expertise, to ensure the correct use, administration, and management of the Service, as well as operational continuity, including through backup operations, and cannot demand any intervention from VirtSYS IT. In any case, the Client acknowledges and acknowledges that the processing of data and/or information and/or content performed by them through the Service and their subsequent dissemination on the internet via the Service is carried out solely at their own risk and under their own responsibility.

10.6 The Client acknowledges and agrees that any operation carried out using the Access Credentials is presumed to be performed by the Client itself, and that the knowledge of the Access Credentials and/or any additional codes communicated by VirtSYS IT to the Client could allow unauthorized use of the Service, as well as access to the information and/or content or data processed through it by third parties. Therefore, the Client undertakes to keep and use the aforementioned Credentials and codes with the utmost confidentiality and diligence, to periodically change them, and to promptly inform VirtSYS IT of any unauthorized use or any other security breach detected.

10.6 The Client undertakes to promptly communicate and/or respond to VirtSYS IT in cases where:
A. there are reasonable grounds to believe that the Service is being used by unauthorized third parties;

B. the Client is involved, in any capacity, in a judicial or extrajudicial dispute of a civil, criminal, or administrative nature, if said dispute concerns acts and behaviors carried out through the Service or broadly relates to the Service.

10.7 The Client declares to be in compliance with the licenses of the software autonomously installed and used by themselves through the Service, and assumes all related costs and responsibilities, indemnifying VirtSYS IT in advance from any claim that may be made against it by anyone for any reason whatsoever.

10.8 The Client shall, at their own expense and under their own responsibility, provide all necessary equipment (including, but not limited to, telecommunication devices, data transmission devices, hardware, software, and applications) to access and use the Service. VirtSYS IT does not guarantee the compatibility of the Client's equipment and programs (hardware and software) or applications used with the Service, even if provided by VirtSYS IT. All related verifications are the sole responsibility of the Client.

10.9 The Client hereby gives their consent, pursuant to Article 1407 of the Civil Code, for VirtSYS IT to assign the Contract to third parties and/or transfer their rights and/or obligations arising from the Contract, either in whole or in part.

10.10 The Client acknowledges that the internet network is not controlled by VirtSYS IT and that, due to the nature of the network, it is not possible to guarantee its performance, functionality, or control the content of the information transmitted through it. Therefore, VirtSYS IT cannot be held responsible for the transmission or receipt of illegal information of any kind.

10.11 In the case of free and/or paid services provided by third-party suppliers, including through VirtSYS IT or within the scope of the Service provided by VirtSYS IT, the Client hereby:

A. acknowledges having reviewed and accepted the terms and conditions of supply and undertakes to use them in accordance with the modalities and conditions indicated by said service providers and made available on the VirtSYS IT website and/or on the different website to which it may refer;

C. acknowledges and accepts that VirtSYS IT is not involved in the provision of such services and is not a party to the relationship between the Client and the third-party service provider, as the said relationship is solely governed by the respective contractual conditions adopted independently by the provider. The Client assumes all obligations and responsibilities associated with them and indemnifies VirtSYS IT against any disputes, claims, or demands, even from third parties, whether judicial or extrajudicial, relating to such services, including but not limited to any malfunctions, their inadequacy for the Client's needs, and/or any consequences that may arise for the Client and/or the Services from the use and/or installation of such services or their updates.

10.12 The Client undertakes to use the Service in accordance with the provisions of the Contract and the institutional website, in compliance with the law, current regulations, and public order, expressly indemnifying VirtSYS IT in every respect. By way of example and not limited to, the Client agrees to:

D. Ensure that any material they input into the network through the Service is lawfully and fully available to them, does not contravene any mandatory regulations, does not violate any intellectual or industrial property rights or any other rights of third parties or VirtSYS IT protected by law or the Contract.

E. Obtain the necessary authorizations and usage rights from the actual copyright holder and attribute the source in the case of processing, storage, or publication of material covered by intellectual or industrial property rights, indemnifying VirtSYS IT from any claims that may be made, even by third parties.

F. Not use or allow third parties to use the Service in a manner contrary to applicable regulations and/or public order or to disturb public or private tranquility, cause offense or direct or indirect harm to anyone (e.g., prohibited activities include placing dialers or materials or excerpts of material dealing with pornography, pedophilia, racist or fanatical propaganda on the web space).

G. Safely and confidentially keep the access credentials to the Service and change them according to best practices, indemnifying and holding VirtSYS IT harmless from any liability in the event

of legal actions, losses, or damages (including legal fees) resulting from the failure to comply with the provisions regarding the storage, modification, and custody of said credentials.

H. Use any web space purchased and made available by VirtSYS IT solely for the publication of the website and not as a repository, i.e., as a tool for the mere storage of files and/or downloadable material from other websites.

I. Not engage in actions aimed at violating or attempting to violate the privacy of private messages, damaging the integrity of others' resources, or causing direct or indirect harm to anyone (e.g., using pirated software, cracks, key generators, software serials, various types of computer attacks including DOS attacks, viruses, or other harmful components).

J. Not actively participate in attempts to violate the computer systems and network security of VirtSYS IT or third parties through the Service, which could result in civil and/or criminal liability.

K. Not access the systems, networks, and/or information of third parties without explicit authorization, using scanning/probing techniques, vulnerability testing, or attempts to breach security.

L. Not create situations of danger and/or instability and/or other technical problems as a result of programming activities and/or usage methods that impact the quality of service for the client or other clients, causing harm to themselves, VirtSYS IT, and/or third parties, including mining activities.

M. Not use VirtSYS IT services to contravene or cause others to contravene (directly or indirectly) current Italian legislation.

N. Not publish websites that contain journalistic content and not consider or indicate VirtSYS IT as the publisher or provider without the prior written consent of VirtSYS IT.

O. Not publish websites containing gambling, online casinos, or other content that does not comply with the provisions of Law 401/1989 and subsequent amendments and additions, without the necessary authorizations required by current regulations. In this case, the client must send a copy of the concession, authorization, license, or other authorization document to the provider before publishing such content. It is understood that if VirtSYS IT becomes aware of websites or hypertext links to other websites for which a copy of the aforementioned authorization has not been previously provided, VirtSYS IT reserves the right to suspend the service until the required documentation is provided, with no refund or compensation for the period of unused service.

P. Not create public information (textual or graphical) harmful to the image of VirtSYS IT through the Service.

Q. Not engage in spamming or equivalent actions, and not introduce or send programs that compromise the functioning of the network.

R. Not engage in phishing or other equivalent illegal activities aimed at stealing personal data or other confidential information from users (e.g., access codes, passwords, user IDs, personal data).

S. Not use or allow third parties to use the Service in a way that damages or harms, in any way or form, the image and trademarks owned by VirtSYS IT. In the event of a violation of one or more of the aforementioned obligations, VirtSYS IT has the right to delete any unauthorized material entered and to immediately suspend the service without any prior notice, reserving the right to terminate the contract and retain the amounts paid by the Client as a penalty, without prejudice to the compensation for any additional damages.

11. Support and Maintenance

11.1 Technical support is provided exclusively within the times and according to the methods indicated on the Website. The Customer is obliged to promptly notify VirtSYS IT of any irregularities or malfunctions detected in the Service. VirtSYS IT will make every reasonable effort to address the problems reported by the Customer, taking into account the support service hours indicated on the Website.

11.2 VirtSYS IT may carry out any "customized" interventions and, in any case, interventions aimed at providing the necessary technical support to ensure the proper functioning of the Service. In such

cases, the Customer authorizes VirtSYS IT and/or the companies appointed by VirtSYS IT to carry out the requested and/or necessary technical intervention. The Customer acknowledges and accepts that the timing of such intervention may vary based on the following criteria: a) type of intervention requested; b) order of arrival of the intervention request; c) priority status of the intervention request. In order to facilitate the proper and prompt execution of the requested intervention, the Customer undertakes to provide all the specifications and information requested by VirtSYS IT.

With regard to the intervention referred to in this clause, which is exclusively of a technical nature, the Customer:

T. declares to be aware that such intervention may pose a high degree of risk to the functioning of the Service or the integrity of data and/or information and/or content entered or processed by the Customer through the Service; and

U. acknowledges and accepts that with the execution of the intervention, VirtSYS IT assumes an obligation of means and not of results, and that, except as strictly necessary for the performance of the requested assistance activity, VirtSYS IT will not participate in the management or carry out interventions on the data and/or information and/or content processed or entered by the Customer through the Services or on their own remote workstation, without participating in or in any way determining them; and

V. accepts, here and now, to assume all associated risks; and

W. undertakes, here and now, to obtain a complete backup copy of the data and/or information and/or content entered or processed by the Customer through the Service before the execution of the intervention.

11.3 VirtSYS IT undertakes to provide a level of professionalism appropriate to the performance of the requested activities, in accordance with industry standards and with the required diligence, and for the time strictly necessary for the provision of the requested service. At the same time, VirtSYS IT does not acquire, except for the activity requested by the Customer regarding the support service, and/or store information present in the Customer's archives.

11.4 Notwithstanding the above, the Customer hereby releases VirtSYS IT and/or the external companies appointed for the intervention, as well as their personnel, from any liability for any direct or indirect damages of any kind suffered or incurred as a result of the interventions referred to in this Article 11.

11.5 VirtSYS IT reserves the right to suspend or interrupt the provision of the Services to carry out technical maintenance interventions. In such cases, the Customer will be notified by email with a notice of 4 days in advance. The communication will also indicate the expected timeframe for restoration.

11.6 The Customer acknowledges and accepts, here and now, that VirtSYS IT uses software systems for so-called "patching," which automatically perform interventions to remove vulnerabilities and/or malware and/or viruses that may be present within the files uploaded by the customer to their allocated space, and to correct them accordingly. Therefore, the Customer releases VirtSYS IT, here and now, from any direct or indirect damages of any kind suffered or incurred as a result of such interventions, including, but not limited to, those arising from the interruption of the Service and/or the loss of website visibility and/or data loss.

12. Service Suspension

12.1 Without prejudice to the application of the subsequent Articles 14 and 15, VirtSYS IT, at its discretion and without the exercise of this right being contested as a breach or violation of the Contract, reserves the right to suspend or interrupt the Service, even without any prior notice, in the event that:

X. the Customer becomes in default or violates even one provision contained in the Contract, including Article 10 of these General Conditions;

Y. the Customer fails to respond, in whole or in part, to VirtSYS IT's requests, and their behavior is such as to generate a well-founded and reasonable fear that they may become in default of the Contract or responsible for one or more violations of its provisions;

Z. there are valid reasons to believe that the Service is being used by unauthorized third parties;

AA.   cases of force majeure or circumstances arise that, at VirtSYS IT's unquestionable judgment, require emergency interventions or interventions related to the resolution of security problems, danger to the entire network and/or to individuals or property; in this case, the Service will be restored when VirtSYS IT, at its discretion, has assessed that the causes that led to its suspension/interruption have been effectively removed or eliminated;

BB. the Customer is involved, in any capacity, in any civil, criminal, or administrative legal dispute, and in any case, if the dispute concerns the registered domain name, its contents, the related email boxes, or acts and behaviors carried out through it or any acts or actions performed through the Service that indirectly involve it;

CC. the Service is used unlawfully or not in compliance, in a manner that, in VirtSYS IT's reasonable judgment, may compromise services, the security of systems and infrastructures used by VirtSYS IT, or the rights of third parties (e.g., regarding the processing of personal data, intellectual property) or in case of reports of illegal activities or violations;

DD.   an IP address is reported for abusive activities, and the Customer does not respond to VirtSYS IT's clarification requests within 24 hours;

EE. an IP address is blacklisted for spam activities;

FF. if the Customer uses defective or non-compliant equipment or equipment that malfunctions and may cause security problems and/or vulnerabilities of the Service, may damage the integrity of the network and/or disrupt the Service to the detriment of other VirtSYS IT customers or third parties, and/or create risks to the physical safety of individuals and property;

GG.   requested by the Judicial Authority;

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

In any case of Service suspension attributable to the Customer, VirtSYS IT reserves the right to take legal action for damages. During the Service suspension, regardless of the cause, the Customer will not have access to data and/or information and/or content entered and/or processed by the Customer through the Service. It is understood that in such cases, VirtSYS IT shall not be liable for any loss, damage, or injury suffered by the Customer and/or Third Parties, whether direct or indirect, foreseeable or unforeseeable, including but not limited to economic/financial losses, business losses, revenue and profit losses, and/or loss of goodwill. Therefore, the Customer acknowledges and accepts that they shall have no claims against VirtSYS IT for compensation, indemnification, reimbursement, or any other claims.

13. Right of withdrawal

13.1. The Customer, who qualifies as a "consumer" according to Article 3 of Legislative Decree 206/2005 (Consumer Code), may exercise the right of withdrawal in the forms and methods provided for by Articles 52 and following of the Consumer Code within a period of 14 (fourteen) days from the date of the Contract's conclusion, without any penalty and without stating the reasons. Specifically, the Customer must expressly indicate the intention to withdraw, using the form available on the Website or any other explicit declaration of their intention to withdraw from the contract, by sending the withdrawal notice exclusively by registered mail with return receipt to the addresses indicated in the subsequent Article 19 or by certified electronic mail (PEC) to the address virtsysit@pec.it. In the event of exercising the right of withdrawal, VirtSYS IT will reimburse the Customer, without undue delay and in any case within 14 days from the day on which the intention to withdraw from this contract was communicated, all payments received, using the same means of payment used by the Customer for the payment, or by means agreed with the Customer for which they will not incur any costs as a result of the refund.

13.2 Notwithstanding the above, the Customer, whether qualifying as a "consumer" or not under Article 3 of Legislative Decree 206/2005 (Consumer Code), always has the right to withdraw from

the Contract at any time, without any penalty and without stating the reasons, by sending a written communication accompanied by a copy of an identity document, either by registered mail with return receipt to the addresses indicated in the subsequent Article 19 or by certified electronic mail (PEC) to the address virtsysit@pec.it. The withdrawal will be effective 30 (thirty) days from the date of receipt by VirtSYS IT of the aforementioned communication, authorizing VirtSYS IT to deactivate the Service and possibly refund the pro-rata amount paid corresponding to the number of unused days until the next natural expiration of the Contract, minus the costs incurred and/or to be incurred, in accordance with Article 1, paragraph 3 of Legislative Decree 7/2007 converted into Law 40/2007.

13.3 Without prejudice to the provisions of the preceding paragraphs of this article, VirtSYS IT reserves the right to withdraw from the Contract at any time and without obligation to provide a reason, by giving written notice to the Customer with a notice period of at least 15 (fifteen) days, except in cases where:

A. Events occur due to force majeure causes;
B. The Customer is listed in the protest register, has been declared insolvent, or has been admitted to or subject to insolvency proceedings;
C. The Customer is in default in any capacity towards VirtSYS IT, even for contracts other than the present one;

Cases in which VirtSYS IT reserves the right to terminate the present contract with immediate effect.

13.4 Upon expiration of the aforementioned term, the Contract shall be deemed terminated, and VirtSYS IT may deactivate the Service at any time without further notice and refund the Customer the pro-rata amount paid, corresponding to the number of unused days until the next natural expiration of the Contract, minus the costs incurred and/or to be incurred. In any case, any other liability of VirtSYS IT for the exercise of the right of withdrawal and/or for the non-use of the Service by the Customer or the consequent right of the Customer to claim any other refund, compensation, or indemnification of any kind is expressly excluded.

14. Resolution

14.1 Without prejudice to what is provided in other clauses of the Contract, the Contract shall be considered terminated with immediate effect, pursuant to and for the purposes of Article 1456 of the Civil Code, if the Customer:

A. Violates the obligations set forth in Articles 7 and 10 of these General Conditions and/or the provisions set forth in documents to which they refer;
B. Violates the obligations arising from the Specific Conditions of the specific provision;
C. Engages in any unlawful activity using the Service;
D. Assigns the entire or part of the contract to third parties without the prior written consent of VirtSYS IT.

14.2 Furthermore, in the event of non-compliance with the obligations under the Contract, VirtSYS IT reserves the right to send the Customer, at any time, pursuant to and for the purposes of Article 1454 of the Civil Code, a formal notice to comply within 15 (fifteen) days from the receipt of the registered letter.

14.3 From the date of termination of the Contract, as occurred in the cases provided for in this article, the Service will be deactivated without prior notice. In such cases, the Customer acknowledges and accepts that the amounts paid by the Customer will be retained by VirtSYS IT as a penalty, and VirtSYS IT shall have the right to charge the Customer any additional costs it may have incurred. However, VirtSYS IT's right to claim compensation for any damages suffered shall in any case be reserved.

15. Contract Changes

15.1 The Customer acknowledges and accepts that the Service subject to the Contract is characterized by continuously evolving technology, and for these reasons, VirtSYS IT reserves the right to modify

the technical and economic characteristics of the Service, the related tools, and to vary the conditions of the Contract at any time, even after its subscription, without giving rise to any obligations on the part of the Customer. The costs of software licenses paid, through VirtSYS IT, to the respective licensors will be automatically adjusted in case of price changes by the licensor.

15.2 In the event that VirtSYS IT makes technical and economic changes that are detrimental or impose additional performance and/or economic burdens or modify the contractual conditions in any part, such changes will be communicated to the Customer via email or publication on the website https://thundervm.com.

The aforementioned changes will take effect 30 (thirty) days from the date of their communication, except for changes in economic terms relating to a Contract that has already been concluded at the date of the changes, which will be applied starting from the first subsequent renewal. If the Customer does not wish to accept the aforementioned changes, including those concerning the consideration, the Customer may exercise the right to terminate the Contract within the aforementioned period by sending a written notice via registered mail with return receipt to VirtSYS IT at the postal address of the headquarters or via certified email. In the absence of the exercise of the right to terminate by the Customer, within the specified period and in the specified manner, the variations will be deemed definitively known and accepted by the Customer.

15.3 Notwithstanding the above, VirtSYS IT may modify the technical characteristics, systems, and resources as a result of the normal technological evolution of the hardware and software components, while guaranteeing the Customer the same functionalities.

16. Copyright and Licenses

16.1 Subject to what is specifically provided in Article 10.12, the Customer is obliged to use the Service in compliance with the intellectual and/or industrial property rights of VirtSYS IT. The software is the exclusive property of VirtSYS IT and/or its licensors, therefore the Customer does not acquire any rights or titles in this regard and is only entitled to use them during the contractual period.

16.2 In the case of licenses from third-party providers through VirtSYS IT, the Customer acknowledges that they have read the terms and agrees to use the software according to the modalities indicated on their respective websites. The Customer undertakes to accept and comply with the terms of these licenses. The Customer acknowledges that the licenses are agreements between the Customer and the copyright owner of the software, excluding any liability of VirtSYS IT.

17. Confidentiality of Information

The Customer agrees not to disclose or make available in any way to third parties the confidential information known or managed in relation to the execution and/or implementation of the Contract without the specific written consent of VirtSYS IT.

18. Final Provisions

18.1 The Contract cancels and replaces any other previous agreement that may have been reached between VirtSYS IT and the Customer relating, for any reason, to the same login credentials and concerning the Service. It constitutes the final and complete expression of the agreements concluded between the Parties on this subject. No modification, addendum, or clause added to this contract will be valid and effective between the Parties unless specifically and expressly approved in writing by both parties. Any special agreements with the Customer must be formulated in writing and will constitute addenda to these terms.

18.2 Under no circumstances will any non-compliance or behavior of the Customer that deviates from the Contract be considered as waivers or tacit acceptance, even if not contested by VirtSYS IT. The

possible failure of VirtSYS IT to exercise or enforce any right or clause of the Contract does not constitute a waiver of such rights or clauses.

18.3 Unless expressly stated otherwise in the Contract, all communications to the Customer may be made by VirtSYS IT to the contact information provided by the Customer during the ordering process or during the provision of the Service (including, but not limited to, hand delivery, email, certified or non-certified mail, regular mail, or SMS). Consequently, such communications will be deemed as received and known by the Customer. Any changes to the Customer's addresses and contact information, including the email address provided during the ordering process, not communicated to VirtSYS IT in accordance with the methods specified in the Contract will not be binding on VirtSYS IT.

18.4 Except for cases specifically provided for in the Contract, all communications that the Customer intends to send to VirtSYS IT regarding the Contract, including requests for assistance, must be submitted via a ticket using the methods indicated on the page https://panel.thundervm.com/tickets/new/.

18.5 The potential ineffectiveness or invalidity, whether total or partial, of one or more clauses of the Contract will not invalidate the others, which shall remain fully valid and effective.

18.6 The relationship between VirtSYS IT and the Customer established in the Contract shall not be construed as a mandate, representation, collaboration, association, or any other similar or equivalent contractual form.

18.7 The Customer undertakes not to assign the Contract to third parties without the prior written authorization of VirtSYS IT.

18.8 The specific provisions established for each type of Service are an integral part of the Contract, and in case of conflict with other clauses set forth in a general manner, the specific provisions shall prevail.

19. Complaints

Any complaints regarding the provision of the Service must be sent to VirtSYS IT by registered letter with return receipt requested to the postal address of the headquarters or by Certified Email no later than 7 (seven) days from the occurrence of the event subject to the complaint. VirtSYS IT will examine the complaint and provide a written response within 30 (thirty) days from the receipt of the complaint. In the case of complaints about complex matters that do not allow for a comprehensive response within the aforementioned timeframe, VirtSYS IT will inform the Customer about the progress of the case within the aforementioned timeframe.

20. Applicable Law, Jurisdiction, and Venue

20.1 The Contract is exclusively governed by Italian law, with any application of the United Nations Convention on Contracts for the International Sale of Goods excluded.

These Conditions have been drafted and prepared in compliance with the provisions of Legislative Decree No. 206/2005 (Consumer Code), Law No. 40/2007 (Urgent Measures for Consumer Protection, Promotion of Competition, Economic Development, and the Establishment of New Businesses), and Legislative Decree No. 70/2003 (Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the internal market). They are automatically modified and/or adjusted to comply with subsequent laws and/or regulations on the subject.

20.2 In matters not expressly provided for in the Contract, the Parties expressly refer, to the extent possible, to the applicable provisions of the law.

20.3 The Italian Judicial Authority shall have exclusive jurisdiction to resolve any and all disputes relating to the interpretation, performance, and application of the Contract unless the Customer has acted and entered into the Contract as a Consumer for purposes unrelated to any commercial or professional activity carried out. In such a case, the jurisdiction shall lie with the Judicial Authority

of the State where the Consumer was domiciled at the time of concluding the Contract unless the Consumer prefers to address the Italian Judicial Authority.

20.4 When the jurisdiction lies with the Italian Judicial Authority, the exclusive venue shall be the court where the Supplier has its registered office.

21. Extra

This clause, as well as the other clauses mentioned in these Conditions and the provisions stated in documents referred to by these clauses, will continue to be valid and effective between the Parties even after termination or resolution due to any cause or attributable party:

1. Definitions
5. Activation and provision of the Service
9. Obligations and limitations of VirtSYS IT's liability
10. Obligations and rights of the Customer
13. Right of withdrawal
14. Express termination clause - termination for non-compliance - termination conditions
16. Copyright and licenses
17. Confidentiality of information
20. Applicable law, jurisdiction, and competent court.