

## **SPECIAL CONDITIONS OF SUPPLY FOR SSL CERTIFICATES**

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### **1. Premises and Subject**

1.1 These Special Conditions constitute an integral part of the Contract, along with the General Conditions and other documents indicated in Article 2 to the extent applicable. In the event of a conflict with other provisions of the Contract, these conditions shall prevail.

1.2 The subject of this Contract is the SSL Certificate service (hereinafter referred to as the "Service"), with the technical and economic characteristics indicated on the VirtSYS IT website.

### **2. Definitions**

AgID: Agency for Digital Italy.

Code Signing Certificate: A certificate used to verify the integrity and authenticity of digitally signed executable software by the Certificate Holder.

SSL Server Certificate: A certificate used to verify the identity of the organization managing a website and enable encryption of communications between the browser and the web server through the SSL/TLS protocol.

Certificate: The SSL Server Certificate and/or Code Signing Certificate issued by the Providers.

Private Key: The element of the Certificate Holder's asymmetric key pair, available only to the Certificate Holder.

Public Key: The element of the Certificate Holder's asymmetric key pair, made public through the Certificate itself.

Relying Party: Anyone who relies on the Certificate, including but not limited to providing information to the Certificate Holder and/or using information or resources obtained from the Certificate Holder.

Technical Specifications: The information published on the page <https://clients.dedi.express/cart/ssl-certificates/> containing the technical characteristics of the Service.

Certificate Holder: When present based on the type of issued Certificate, the subject identified in the "Subject" field of the Certificate.

### **3. Activation and Provision of the Service**

3.1 The Customer acknowledges and agrees that VirtSYS IT is the entity authorized to resell the Service under a separate contract with its supplier and is competent to issue an invoice to the Customer for the ordered Service.

3.2 The issuance of the Certificate to the Customer is subject to the proper completion of the dedicated Form, acceptance of these Conditions, and successful verification of activities.

3.3 The Certificate purchased as an Optional service for the domain registered by the Customer will have a duration equal to the duration of the hosting service supply contract, regardless of its activation date. The Customer acknowledges and agrees that in all cases of termination of the domain name to which the Certificate refers, the Certificate itself will also be revoked, resulting in the termination of the Contract.

3.4 The supplier of VirtSYS IT for this specific Service is the company Sectigo with ComodoCA, and their website is referred to in its entirety to understand the terms and conditions applied (<https://ssl.comodoca.com/terms>). VirtSYS IT has no responsibility whatsoever for the application of these terms and conditions. The issuance of the Certificate based on the Contract does not make VirtSYS IT agents, trustees, or representatives of the Customer or the Certificate Holder.

#### **4. Requirements**

4.1 The Customer acknowledges and agrees that in order to use the Certificate, they must provide, at their own expense, the necessary hardware and software resources, assuming full responsibility for their functionality, compatibility, and proper configuration. The Customer hereby indemnifies VirtSYS IT from any liability regarding any configuration, functionality, or compatibility issues with the hardware or software resources in relation to the Certificate.

4.2 The installation of the Certificate on the Customer's computing system, if requested from VirtSYS IT under a separate written agreement, is subject to prior verification by VirtSYS IT that the target platform is configured with standard market Operating Systems, as well as the Customer's communication of the necessary access credentials for the installation of the Certificate.

#### **5. Confidentiality and Ownership Rights**

5.1 The Customer is required to use the Service in compliance with the intellectual and industrial property rights of the Providers as indicated in the Agreement. Software, as well as any other copyright or intellectual property right, is the exclusive property of VirtSYS IT and/or its licensors. Therefore, the Customer does not acquire any rights or title in this regard and is only entitled to use them during the contractual period.

5.2 Notwithstanding the above, the Parties expressly agree that:

- A. The cryptographic key pairs are under the Customer's control even when using the Certificate on behalf of a third-party Certificate Holder.
- B. The Certificates and the published lists of suspended or revoked certificates by VirtSYS IT or its providers remain their property.
- C. Regarding the intellectual property rights of other data and information, the applicable laws and regulations shall apply.

#### **6 Obligations, Prohibitions, and Customer's Responsibilities**

6.1 The Customer undertakes to use the Certificate in accordance with the provisions of the Agreement and in compliance with the law and public order. By way of example, but not limited to, the Customer agrees to:

- A. Ensure that the data provided to VirtSYS IT for the issuance of the Certificate is accurate, up-to-date, and truthful, allowing for the identification of their true identity. The Customer acknowledges and agrees that if they have provided false, outdated, or incomplete data, VirtSYS IT reserves the right to suspend the Service by revoking the Certificate and/or terminate the Agreement, reserving the right to seek compensation for any additional damages. It is understood that the Customer shall not make any claim for refund, indemnification, damages, or any other demand against VirtSYS IT for the period in which they did not use the Service.
- B. Maintain the utmost confidentiality of the private key corresponding to the Certificate and be responsible for its safekeeping.
- C. Use the Certificate exclusively in accordance with the specified methods and purposes based on the type of Certificate issued to them.
- D. Not use their private key to issue Certificates of any kind.
- E. Manage the provided Certificate with the utmost diligence, in particular:

- I. Inform authorized individuals about the relevant issues regarding the use of Certificates.
  - II. Install and use the Certificate only after verifying that it contains accurate information.
  - III. In the event of a compromised private key, immediately request the revocation of the Certificate and cease using the private key.
  - IV. Promptly notify VirtSYS IT of any changes to the information provided during registration from the registration date until the expiration or revocation of the Certificate.
  - V. Cease all use of the Certificate after its expiration date.
  - VI. Permanently remove the Certificate(s) from one's server upon expiration or if no longer in possession of it/them.
  - VII. Do not use the Certificate(s) in relation to a website that has been identified, through automated systems or third-party reports, to have security issues and/or contains material intended to violate or attempt to violate the confidentiality and/or integrity of others' resources or cause direct or indirect harm to anyone (e.g., pirated software, cracks, key generators, serials, viruses, worms, Trojan horses, or other harmful components).
- F. Refrain from engaging in any violation of system and network security that may result in civil and/or criminal liability.
  - G. Do not use the Certificate in a manner that may cause harm to oneself, third parties, or VirtSYS IT.
  - H. Do not deposit, send, publish, transmit, and/or share computer applications or documents that infringe upon intellectual property rights, trade secrets, trademarks, patents, or other proprietary rights of third parties, or that damage, violate, or attempt to violate the confidentiality of correspondence and the right to privacy.
  - I. Indemnify and hold VirtSYS IT harmless from any liability regarding the content and all information published through the provided Certificate.
  - J. Use the Certificate for lawful purposes only, with a prohibition on publishing and/or sharing materials that:
    - I. Violate or infringe upon intellectual property rights, trade secrets, trademarks, patents, or other legal or customary rights.
    - II. Contain content that goes against morality and public order, with the intention to disturb public or private peace or cause offense or direct or indirect harm to anyone.
    - III. Involve child pornography, pornography, racism, or discrimination.
    - IV. Aim to violate or attempt to violate privacy or intend to damage the integrity of others' resources or cause direct or indirect harm to anyone (for example, pirated software, cracks, key generators, serials, viruses, worms, trojan horses, or other harmful components).
  - K. indemnify and hold VirtSYS IT harmless from any liability arising from claims, legal actions, administrative or judicial proceedings, losses, or damages (including legal fees and expenses) resulting from the Client's unlawful use of the Services;
  - L. promptly follow the instructions received from VirtSYS IT in the event of compromise of their private key or improper use of the corresponding Certificate.

6.2 The Client acknowledges and agrees that VirtSYS IT reserves the right to revoke the Certificate without prior notice if it is used for illegal purposes (e.g., phishing, man-in-the-middle attacks, malware distribution, etc.) or in violation of the provisions outlined in this article.

The Client acknowledges and agrees that VirtSYS IT is not obligated to monitor, mediate, or supervise the content managed through the use of the Certificate, and VirtSYS IT shall not be held responsible for such content. The Client hereby indemnifies and agrees to hold VirtSYS IT harmless from any claims or actions brought by third parties for any violations committed by the Client through the use of the Service.

6.3 The Client also guarantees, pursuant to art. 46 DPR 445/2000 and subsequent amendments, that the data and information transmitted to the Providers for the conclusion of the Contract are truthful, correct, and allow for their identification. The Client undertakes to promptly notify VirtSYS IT of any changes to such data, including the email address provided in the Order Form. VirtSYS IT

reserves the right to verify such data and/or information by requesting additional supporting documents, which the Client agrees to provide without delay. If, during the identification process, the Client has concealed their true identity or falsely declared themselves to be another party, including through the use of false personal documents, or if they have acted in a manner that compromises the identification process, the Client acknowledges and agrees that they will be held legally and criminally liable for false statements and/or the use of false documentation. The Client will also be solely responsible for any damages suffered or incurred by VirtSYS IT and/or third parties as a result of the inaccuracy or falsehood of the information provided. The Client hereby undertakes to indemnify and hold VirtSYS IT harmless from any claims, actions, or demands for compensation or damages that may be brought against them by anyone as a result of such inaccuracies or falsehoods.

6.4 In the event of a violation of any of the aforementioned obligations/commitments, VirtSYS IT shall have the right to take appropriate measures to eliminate the violation and its effects, if possible, and to immediately suspend the Service without prior notice, reserving the right to terminate the Contract. The Client acknowledges and agrees that they shall have no claim for reimbursement, compensation, or damages, or any other claim against VirtSYS IT for the measures it deems appropriate to take. In any case, the Client assumes full responsibility for the aforementioned violations and undertakes to indemnify and hold VirtSYS IT harmless from any harmful consequences they may suffer as a result.