

ISSUE AND RENEWAL OF QUALIFIED CERTIFICATES FOR ELECTRONIC SEAL

APPLICATION FORM

SCHEDULE A – Local Registration Authority (LRA) details					
LRA N° (Local Registration Authority)					
Company					
registered		region		zip code	
address					
tax code		vat number			
SCHEDULE B1 – Holder details (Creator of a seal)					
Company					
Common name					
registered		region		zip code	
city		address			
tax code		vat number			
email		Phone number			
SCHEDULE B2 – Holder's legal representative(s)/delegate(s) details					
Please attach a document proving the powers of representation of the subscriber(s) below (i.e. extract of the Chamber of commerce)					
First Subscriber details					
Mr./Mrs.: name		surname			
born in: city		region		gender	M F
State of birth					
Date of birth		National identification number			
email		Mob. phone			
Job title					
Valid I.D. Document (please also attach a copy of the I.D. Document)					
Type of I.D. Document and Issuance					
I.D. Document		Issuance date			
Place of issuance		Expiration date			
Second Subscriber details (optional)					
Mr./Mrs.: name		surname			
born in: city		region		gender	M F
State of birth					
Date of birth		National identification number			
email		Mob. phone			
Job title					
Valid I.D. Document (please also attach a copy of the I.D. Document)					
Type of I.D. Document and Issuance					
I.D. Document		Issuance date			
Place of issuance		Expiration date			



Namirial S.p.A.

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 Codice destinatario T04ZHR3 | Capitale sociale € 8.238.145,00 i.v.



SCHEDULE B3 – Proxy details (person authorised to receive the Credentials) *					
Mr./Mrs.: name			surname		
born in: city			region	gender	M F
State of birth					
Date of birth			National identification number		
email			Mob. phone		
* If Schedule B3 is not filled, the Credentials will be transmitted to the First Subscriber.					

SCHEDULE C – Supply and pricing

Issuance of an electronic seal

<input type="checkbox"/>	On file
<input type="checkbox"/>	On HSM

according to the terms set forth in the Purchase Order.

according to the terms set forth in the Purchase Order. Validity period of the electronic Seal: 1 year 3 years 6 years

SCHEDULE D – Terms and conditions of the supply

- 1) The supply of what is required by the Holder shall be effected by Namirial to the terms and conditions specified in this application form, in its General Terms and Conditions (Mod.NAM CA01) and on the basis of the technical specifications set out in the CPS and in the PDS, documents that are incorporated herein called unless specifically and expressly waived.
- 2) The Holder acknowledges and agrees that the Certification Service Provider shall be entitled to suspend and/or revoke the Certificates issued to the Holder at any time, whether the Certificate issuance conditions no longer exist.
- 3) The Holder acknowledges and agrees that the sending of the application form implies full acceptance of these General Terms and Conditions, the CPS and the PDS, which will be fully effective binding to the same Holder. This Application form, with these General Terms and Conditions, the CPS and the PDS are integral parts, substantial and inseparable of a single contract and thus must, therefore, be read and interpreted.
- 4) For definitions of terms used in this application form is referred to in Article. 1 (Definitions) of the General Terms and Conditions (Mod.NAM CA01).
- 5) The issue, namely, the renewal of the Certificates, by Namirial or LRA, will take place only in the event of a positive outcome of the necessary preventive checks. If based on legitimate grounds, Namirial shall refuse to issue Certificates. The aforementioned refusal will not give rise to any liability or obligation on the part of Namirial to reimburse the Holder.
- 6) The use of the Certificates shall be ensured through the Authentication Credentials, which are solely known by the Holder. The Certification Service Provider shall provide the above credentials digitally, in the manner set forth in the CPS, the PDS, or in a different manner agreed with the Holder. The above credentials shall also be entered by the Holder during the issuance of the Certificate.
- 7) Appointment of Proxy. The Holder acknowledges that he/she is solely responsible for requesting and using the Certificate. Therefore, the Holder shall assume full responsibility for the identification of the Proxy referred to in Schedule B3 above, for the data provided herein and associated with the Proxy, and for any use of the Certificate made by the Proxy.
- 8) The Holder declares he/she is aware that in the case of conflict between the provisions of this application form and those of the General Terms and Conditions, the former shall prevail.

9) Data processing

The undersigned declares that he/she has read the information concerning the processing of personal data (https://support.namirial.com/en/docs/docs-tsp/#docs_data_protection). The Holder is committed to provide the data protection notice to the Proxy (if any).

SCHEDULE E – Self-certification and signing by the Holder			
The undersigned Holder's legal representative(s)/delegate(s): name			surname
name			surname

aware of the sanctions provided for by the law in the case of false statements, false documents, use or presentation of documents containing data which are false or no longer true, declare under his/her own responsibility that all the information indicated in the previous Schedules B and C of this application form is accurate and truthful.

Place _____

Date _____

Holder's legal representative/delegate signature
Holder's legal representative/delegate signature (optional)

SCHEDULE F – Identification of the Holder (to be completed by the Registration Authority Operator - RAO)

The undersigned RAO: name			surname			RAO N°		
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declare under his own responsibility that the details of the Holder indicated in previous Schedules B and C of this application form are consistent with those set out in the original of the identity of the Holder as well as the further documentation produced by the latter.

Place _____

RAO's signature



Date _____

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SCHEDULE G – One-sided clauses

The Holder agrees to have fully read and understood the meaning of and expressly accept provisions NO. 2 and 5 of the previous Schedule D; and provisions contained in the following articles of the General Terms and Conditions (Mod.NAM CA01_ENG): Art. 2 (Structure of the Contract); Art. 3 (Subject); Art. 4 (Formation of the Contract); Art. 5 (Hardware e software required); Art. 6 (Validity and renewal of Certificates); Art.7 (Revocation and Suspension of Certificates); Art. 8 (Duration of the Contract); Art. 9 (Fee and invoicing); Art. 10 (Obligations and liability of the Holder); Art. 11 (Warranties); Art. 12 (Obligations and liability of the Certification Service Provider); Art. 13 (Express Termination Clause); Art. 14 (Termination by Holder and information in accordance with Directive 2011/83/EU); Art.15 (Miscellaneous); Art. 16 (Governing law); Art. 17 (Jurisdiction); Art. 18 (Amendments to the Contract); Art. 19 (Termination of the activity of the Certification Service Provider) and Art. 21 (Survival after termination).

Place _____

Date _____

Holder's legal representative/delegate signature
Holder's legal representative/delegate signature (optional)

SCHEDULE H – Credentials

The undersigned Holders' legal representative(s)/(delegate(s), as defined in Schedule B2 above, after having duly signed for acceptance this application form (Mod.NAM CA02), require to send to the First Subscriber or to the Proxy (if existing) the Authentication Credentials of the Certificate via SMS to the mobile phone number previously filled in the Schedule B of the Application form.

Place _____

Date _____

Holder's legal representative/delegate signature
Holder's legal representative/delegate signature (optional)

ISSUE AND RENEWAL OF CERTIFICATES AND ELECTRONIC TIMESTAMPS

GENERAL TERMS AND CONDITIONS

Art. 1 Definitions

Save as otherwise indicated elsewhere and not expressly mentioned herein, the following terms shall have the meaning given to them below and shall be shown with a capital letter, both in the singular and in the plural:

- "Advanced electronic seal": means an Electronic seal, which meets the requirements set out in Article 36 of eIDAS;
- "Application Form": Form Mod.NAM CA02, available on <https://support.namirial.com/en/docs/docs-tsp-qualified-signature-timestamp/>;
- "Authentication Credentials": the code or codes to identify the Holder, which are known exclusively to the latter for the use of the Certificate and the Qualified Electronic Timestamp on Electronic Documents;
- "Certificate": means, as the case may be, the qualified certificate for electronic signature, that is issued by a qualified trust service provider and meets the requirements laid down in Annex I of eIDAS, or the qualified certificate for electronic seal, that is issued by a qualified trust service provider and meets the requirements laid down in Annex III of eIDAS;
- "Qualified Trust Service Provider": NAMIRIAL S.p.A., with registered office in Senigallia (AN), Via Caduti sul Lavoro n. 4 (hereafter referred to as "Namirial"), a registered company enrolled in the Public Register of accredited Certification Authorities kept by "Agenzia per l'Italia Digitale" (Italian Digital Agency) and also enrolled in the European List of Trusted Lists as an active trust service provider pursuant to eIDAS;
- "Client": the subject, as mentioned in the Application Form, that provides for payment of the invoice issued for the provision of Certificates and/or Qualified Electronic Timestamps;
- "Digital Signature": is a particular type of "Qualified Electronic Signature" based on a system of related cryptographic keys (one of them private and one public) ensuring its holder (through the Private Key) and the receiver (through the Public Key), to make the origin and the integrity of an e-document or documents clear and to verify such origin and integrity. The validity of the Digital Signature is equivalent to that of a handwritten signature;
- "eIDAS": the EU Regulation No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;
- "Electronic Document": means any content stored in electronic form, in particular text or sound, visual or audiovisual recording;
- "Electronic seal": means data in electronic form, which is attached to or logically associated with other data in electronic form to ensure the latter's origin and integrity;
- "Electronic Signature Kit ("KIT")": the pack containing the QSCD, the Physical device and the software necessary for the affixing and verification of the Digital Signature;
- "Electronic Signature": means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the Signatory to sign;
- "Electronic Time Stamp": means data in electronic form which binds other data in electronic form to a particular time establishing evidence that the latter data existed at that time;
- "E-Mail Address": the electronic mail address provided by the Holder to which the Qualified Trust Service Provider will send all communications relating to the Contract;
- "General Conditions": these terms and conditions (Mod.NAM CA01);
- "Holder": may be the "Signatory", which is a natural person who creates an Electronic Signature, or the "Creator of a seal", which is a legal person who creates an Electronic seal;
- "Identification and Registration Operations": the activities of identification and registration of the Holder, in accordance with the procedures set out in the CPS, its addenda, in the PDS and art. 24.1 of eIDAS;
- "Interested Third Party": the legal or natural person that gives consent to the issuance or renewal of the Certificates belonging to the owner of its organization, as well as representative powers, titles or appointments vested in the latter;
- "Local Registration Authority (LRA)": the legal or natural person, authorized by Namirial to carry out operations related to the issuance and/or renewal of Certificates and/or Qualified Electronic Timestamps;
- "Physical device": is the Smart card (along with the Smart Card reader, if required by the Holder) or the USB Key, that contains the Private Key;

- "Private Key": the element of the related cryptographic keys, which is known only to the Holder, through which the Digital Signature is affixed to the Electronic Document;
- "Public Key": the element of the related cryptographic keys which is to be made public, with which the Digital Signature affixed to an Electronic Document of the Holder shall be verified;
- "QSCD": qualified electronic signature creation device means an electronic signature creation device that meets the requirements laid down in Annex II of eIDAS;
- "Qualified electronic seal": means an Advanced electronic seal, which is created by a qualified electronic seal creation device, and that is based on a qualified certificate for Electronic seal;
- "Qualified Electronic Timestamps": means an Electronic Time Stamp which meets the requirements laid down in Article 42 of eIDAS;
- "Reg. EU 2016/679": the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- "Registration Authority Operator (RAO)": each natural person expressly authorised by Namirial to carry out Operations of identification and registration of the Holder on its behalf;
- "Security Envelope": the security envelope, containing the Authentication Credentials, used by the Holder to access the functions of the QSCD and to reactivate it following the blocking of the same where an incorrect PIN code has been entered.

Art. 2 Structure of the Contract

The Contract is made up of the following documents, which together govern the relationship between the parties:

- a) The General Terms and Conditions;
- b) The Application Form;
- c) Certification Practice Statement and Certificate Policy ("CPS") and its addenda, the most recent version of which is available on the website <https://support.namirial.com/en/docs/docs-tsp-qualified-signature-timestamp/> at the time of sending the Application Form; the CPS and its addenda describe the procedures applied by the Qualified Trust Service Provider in the carrying out of its activities;
- d) The PKI Disclosure Statement ("PDS"), the most recent version of which is available on the website <https://support.namirial.com/en/docs/docs-tsp-qualified-signature-timestamp/> at the time of sending the Application Form.

The Holder acknowledges and agrees that by signing the Application Form, he/she accepts the Contract, which will be binding upon the Holder.

Art. 3 Subject

The Contract is for the issue and renewal of Certificates and/or Qualified Electronic Timestamps, in consideration of the payment of the Fee set out in the Application Form, in accordance with applicable laws and in the manner set out in the CPS and in the PDS.

Art. 4 Formation of the Contract

The Contract is entered into upon signature of the Application Form by the Holder and the delivery of the Certificate and/or Qualified Electronic Timestamps by Namirial or the LRA. The issuing or renewal of Certificates or Qualified Electronic Timestamps will take place only where the required prior authentication has a positive outcome. Namirial could refuse to issue the Certificate based on legitimated grounds, including for example:

- a) errors during registration process or falsifications of any information and personal data connected to the Holder;
- b) in the event of a breach by the Holder of the obligations imposed by the Contract or by law;
- c) upon the request of the Authorities;
- d) violations of any applicable law.

The aforementioned refusal will not give rise to any liability or obligation on the part of Namirial to reimburse the Holder.

If, during the formation of the Contract, the Qualified Trust Service Provider provides the Holder with a Physical device, the Holder becomes the owner of that device. Therefore, in case of termination of the Contract, for whatever reason, the Holder shall not return the Physical device to the Qualified Trust Service Provider.

Art. 5 Hardware and software requirements

The Holder declares that it is aware of the hardware and software required and specifically identified in the CPS and in the PDS. Moreover, the Holder shall, at



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its own expense, equip its computers (correctly installing) the necessary basic software for the correct functioning of the QSCDs object of the Contract and to correctly configure its hardware.

Art. 6 Validity and Renewal of Certificates

The expiry date of each Certificate is indicated on the Certificate itself. The Holder has the option to request the renewal by Namirial of the Certificate and the Qualified Electronic Timestamp, before the expiry date and as set out in the CPS and in the PDS, by sending the signed Application Form to the Qualified Trust Service Provider or to an LRA. Namirial will be entitled to refuse the renewal request according to terms set out in Art. 4 above.

Art. 7 Revocation and Suspension of Certificates

The requirements, procedures and timescales for the revocation and suspension of Certificates are detailed in the CPS and in the PDS and summarized in this article 7. The Qualified Trust Service Provider, in accordance with the procedures set out in the CPS and in the PDS shall provide for the revocation or the suspension of the Certificate where at least one of the following circumstances applies:

- a) discontinuance or suspension, for whatever reason, of the activity of the Qualified Trust Service Provider;
- b) upon the request of the Authorities;
- c) upon the express written request of the Holder or an Interested Third Party in the circumstances indicated in the Operative Manual, in the CPS and in the Terms and Conditions for Use;
- d) by urgent telephone request (in the case of loss or theft of the QSCD or the Private Key) made by the Holder or Interested Third Party, identified by a private code issued by their Qualified Trust Service Provider;
- e) In the event of a breach by the Holder of the obligations imposed by the Contract or by Law;
- f) mishandling, damage or deterioration of the Private Key;
- g) violations of any applicable law or falsifications of any information and personal data connected to the Holder;
- h) failure to pay the fees set out in art. 9 of the General Conditions.

The lists of revocations and suspensions are published electronically by the Trust Service Provider and are updated periodically within the term required by law.

The revocation or suspension will not give the Holder any right to obtain any reimbursement. Any amount provided by the Holder or by a third party (i.e., LRA) for the issuance of the Certificate will be retained by the Qualified Trust Service Provider by way of liquidated damages, without prejudice to the right of the latter to claim damages for harm suffered. The Holder acknowledges and agrees that it shall not be entitled to claim any reimbursement, compensation or damages from the Qualified Trust Service Provider for any measures that the latter retains it is necessary to comply with eIDAS. In relation to anything not mentioned in this clause, reference should be made to the most recent version of the CPS and the PDS.

Art. 8 Duration of the Contract

The Contract shall have the same duration as the period of validity of the Certificate.

Art. 9 Fee and invoicing

The Client shall pay the amount specified in the Application Form in the manner indicated therein.

In the event of late payment, interest calculated as in accordance with directive 2011/7/EU on combating late payment in commercial transactions shall accrue in favour of Namirial, without the requirement to notify of the default and without prejudice to any other rights of Namirial. The Client acknowledges and agrees that, in the event of a failure to pay the amounts indicated in the Application Form, the Qualified Trust Service Provider, may, at its sole discretion, revoke or suspend the Certificates, in accordance with art. 7 of the General Conditions. The Client acknowledges and agrees that the invoice relating to the order in the Application Form, save as otherwise agreed in writing, will be issued by the Qualified Trust Service Provider or by the LRA.

Art. 10 Obligations and liability of the Holder

The obligations of the Holder are those indicated in the Contract and in the applicable laws. The Holder declares to have taken vision of the General Conditions, the CPS and the PDS prior to signing the Application Form and fully accepts the terms and contents. The Holder is aware that the use of the Certificate has legal effects attributable to them and is obliged to observe the maximum care and diligence in the use, conservation and protection of the Private Key, of the QSCD and the Authentication Credentials in accordance with the CPS and the PDS. In particular, the Holder is obliged to adopt all suitable measures in order to avoid damage to third parties in the use of the Kit. Whether the Private Key is managed by the Holder, the latter shall not use it for signing except within a QSCD.

The Certificates are personal to the Holder and the Holder shall not assign it or permit the use of the Certificate, directly or indirectly, in any capacity, by third parties, and failing that, shall be solely responsible for the correct use by the same, in accordance with and for all purposes of the law.

The Interested Third Party has a duty to request the revocation or the suspension of the Certificate in the event that the requirements on the basis of which the same was issued to the Holder change.

In the event that the Holder:

- a) has provided false, inexact, incomplete or out of date information in respect of its identity and/or personal data, also through the use of false personal documents;
- b) uses the Kit in an improper manner, in violation of the law or in a

manner which causes harm to others;

- c) personally or through third parties not authorized by the Qualified Trust Service Provider, mishandles or technically interferes with the Kit;
- d) does not adopt suitable necessary measures to prevent the illegitimate use of the Kit by third parties;
- e) in general, does not comply with the obligations imposed on it by the Contract or by law;

it will be considered personally liable for all the above breaches and violations and the Holder undertakes to indemnify and keep indemnified the Qualified Trust Service Provider, and its representatives, successors and assigns, from all liabilities, costs, claims or damages, direct or indirect, which arise from claims or actions brought by third parties against the Qualified Trust Service Provider or its representatives caused by the actions of the Holder.

Certificates are issued for Qualified Electronic Signatures and Qualified or Advanced electronic seals. Any further restrictions on the use of Certificates shall be specified in the Application Form.

The Holder acknowledges and agrees that the Qualified Trust Service Provider reserves the right to request, at any time, during the period of validity of the Certificate issued to the same, to provide documentary evidence of its identity and personal data, as well as any other information provided when submitting the Application Form.

Art. 11 Warranties

The Qualified Trust Service Provider warrants that the Kit conforms to the specification contained in the CPS and in the PDS and that is fit for the purpose for which it is destined for a period of 2 (two) years from delivery to the Holder, provided that Namirial is informed in writing of the defect within 2 (two) months of the discovery of the defect. In such case, the Holder will have the right to have the Kit restored, repaired or replaced.

The Qualified Trust Service Provider does not give any warranties:

- a) in respect of the installation, the correct and regular functioning and the security of the hardware and software system used by the Holder;
- b) in respect of the regular and efficient functioning of the electric and telephone lines or of the network systems and the internet systems;
- c) in relation to the validity and relevance (even probatory) attributed to the Certificates, Qualified Electronic Timestamps and related electronic Documents by individuals subject to laws other than eIDAS;
- d) in relation to the confidentiality and integrity of cryptographic keys in the event they are compromised due to breach by the Holder or the recipient of the Electronic Documents of the appropriate authentication procedures;
- e) in the event of improper and/or illegitimate use of the Kit, as opposed to what is set out in the CPS and in the PDS and applicable laws.

The after-sale service provided to the Holder is supplied by the Qualified Trust Service Provider during the hours and in the manner set out in the CPS and in the PDS.

The Holder acknowledges and accepts that during the provision of the after-sale service, both remotely and directly, the operator appointed by the Qualified Trust Service Provider to provide such service may become aware of the Holder's personal data arising during the connection to the Holder's IT devices.

Claims

In relation to the communication of claims and the support terms (conditions and supply hours), reference is made to the CPS and the PDS.

Art. 12 Obligations and liability of the Qualified Trust Service Provider

The provision of Certificates and Qualified Electronic Timestamps is put in place by Namirial, within the limits laid down by the Contract and applicable laws. The Qualified Trust Service Provider does not assume therefore, any responsibility, which is not expressly stated herein.

Namirial agrees to retain all records pertaining to the life-cycle of Certificates, as well as all the CA service audit logs, for at least of 20 (twenty) years.

Whether the Private Key is managed by Namirial, the latter shall not use it for signing except within a QSCD.

The certification service provider shall process and retain personal data in regarding of Reg. EU 2016/679.

Save in the event of willful misconduct or gross negligence, Namirial has no liability for direct or indirect damages of whatever nature or entity that may be incurred by the Holder, the Interested Third Party, the recipients of digitally signed Electronic Documents or third parties for which the Holder or Interested Third Party are liable.

In particular, the Qualified Trust Service Provider shall have no liability for damages caused to the Holder or third parties as a result of:

- a) improper or illegitimate use of the Kit, other than as set out in the CPS and in the PDS and as laid down by applicable laws;
- b) technical operations on the Kit or mishandling of the same carried out by the Holder or third parties not authorised by the Qualified Trust Service Provider;
- c) malfunctioning, delays, suspensions or blocks of network systems, of equipment and hardware, of electric and telephone lines and internet connections;
- d) failure to attribute validity and relevance to the Certificates, Qualified Electronic Timestamps and related electronic Documents (even probatory) by individuals subject to laws other than eIDAS;
- e) breach of confidentiality and/or integrity of the cryptographic keys caused by the breach of the Holder or recipient of Electronic Documents of the appropriate authentication procedures;
- f) force majeure events, events outside of the Qualified Trust Service



Provider's control and catastrophic events (by way of example, but by no means exhaustive: fire, flood, explosion, earthquakes, etc.);

- g) every event, none excluded, which has not been notified in writing to the Qualified Trust Service Provider within 10 (ten) days of the occurrence;

the Qualified Trust Service Provider does not assume any liability for failure to comply with its obligations under the Contract or imposed by law caused by events which are not directly attributable to the same.

Art. 13 Express Termination Clause

The Contract shall automatically terminate, upon the suspension/deactivation of the Kit, in the event that the Certificate is revoked, in accordance with the provisions of the CPS and the PDS, as well as in the event that either party becomes subject to an insolvency or other insolvency procedure (if the Holder is a legal person). The Qualified Trust Service Provider has the right to terminate the Contract without notice, with the subsequent revocation of the Certificates issued to the Holder, without notice, in the event that the latter is in breach of one or all of the conditions of Art. 9 and Art. 10 of the General Conditions.

Art. 14 Termination by Holder and information in accordance with Directive 2011/83/EU

The Holder is entitled to terminate the Contract only in the event it falls within the definition of consumer indicated in art. 2 of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ("Dir. 2011/83/EU").

In such event, the Holder as a consumer in accordance with art. 9 of Dir. 2011/83/EU shall have the right to withdraw from the Contract without liability and without giving a reason within 14 (fourteen) working days from the date of signature of the Application Form, and if after, from the date of receipt of the goods object of the Contract.

The notice of withdrawal, available on the website <https://support.namirial.com/it/docs/docs-tsp/>, must be sent to Namirial S.p.A., RA Office, 60019 – Senigallia, Via Caduti sul Lavoro n. 4, ITALY, within the term stated above, by registered post with return receipt or by certified electronic mail to address firmacerta@sicurezza postale.it. Within the same term, the Kit must be returned to the Qualified Trust Service Provider together with any other goods already delivered to the Holder as a consumer.

In the event of withdrawal, the Qualified Trust Service Provider shall reimburse to the Holder as a consumer all payments received from him/her, including shipping costs (except for additional costs resulting from the Holder's express choice of a type of delivery other than the least expensive type of delivery offered by the trader), without undue delay and in any event not later than 14 days from the day on which the Qualified Trust Service Provider is informed about the Holder's decision to withdraw from this Contract. The Qualified Trust Service Provider shall carry out such reimbursement using the same means of payment as the Holder used for the initial transaction, unless expressly agreed otherwise; in any event, the Holder as a consumer shall not incur any fees as a result of such reimbursement.

The Qualified Trust Service Provider has the right to withhold the refund until it has received the KIT and any other goods or until the Holder has demonstrated that it has returned them, whichever is sooner.

The Holder shall return the KIT and any other goods to the Qualified Trust Service Provider without undue delay and in any event within 14 (fourteen) days of the date on which it has notified the Qualified Trust Service Provider of its decision to terminate the Agreement pursuant to this clause. The deadline is met if the Holder returns the KIT and any other goods before the expiry of the 14 (fourteen) day period. The direct costs of returning the KIT and any other goods shall be borne by the Holder.

The Holder shall be liable for any reduction in the value of the KIT and any other goods resulting from any handling of the KIT and any other goods other than that necessary to establish their nature, characteristics and operation. In this case, the Holder shall be charged for the cost of the KIT and any other goods affected by this reduction in value.

In the case of an illegitimate withdrawal by the Holder, the amounts paid by the latter will be retained by the Qualified Trust Service Provider without prejudice to any other rights to claim damages.

Exception of the right of withdrawal

In the event that the Certificates and the Timestamps are personalized and/or short time validity products, according to Article 16 of the Dir. 2011/83/EU, the Holder as a consumer acknowledges and accepts that the provisions on withdrawal provided for in Article 9 of the Dir. 2011/83/EU shall not apply.

Art. 15 Miscellaneous

In the event that any of the above provisions are not applicable to or binding upon the Holder in consideration of its capacity as a consumer, the remainder of the Contract will remain valid and binding.

For all matters not expressly indicated in these General Conditions, reference is made to the provisions of the CPS and the PDS and the Application Form, which form an integral and substantial part of this Contract.

Art. 16 Governing law

The Contract is governed by Italian law.

However, in accordance with Article 6, par. 2 of Regulation (EC) No 593/2008 – Rome I ("Reg. CE 593/2008"), the Holder falling within the definition of consumer indicated in such article, shall also be protected by the applicable local law mandatorily applicable. Thus, in such cases, the Contract shall be governed by the Italian law as well as by the mandatorily applicable law of the country where the Holder has his/her habitual residence (as set forth in the Reg. CE 593/2008).

The Certificates and Qualified Electronic Timestamps are issued under eIDAS Regulation.

Art. 17 Jurisdiction

The Court of Ancona shall have exclusive jurisdiction in relation to any dispute or claim between the parties arising out of or in connection with the Contract or any amendments thereto. In the event that the Holder falls within the definition of consumer, according to Article 18 of the Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, any dispute or claim relating to the Contract shall be assigned to jurisdiction of the courts of the place where the consumer is domiciled.

This clause shall not apply whether in any case, the Holder as a consumer may proceed against Namirial either in the Court of Ancona or in the courts for the place where the consumer is domiciled.

Furthermore, pursuant to the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, it is possible to refer to the Online Dispute Resolution (ODR) procedure, established by the European Commission and available at the following link ec.europa.eu/Consumers/odr.

Art. 18 Amendments to the Contract

The Holder declares that it is aware and accepts that the Qualified Trust Service Provider has the right to amend these General Terms and Conditions, the CPS, the PDS and the after-sale service conditions at any time.

The above amendments will be notified to the Holder by email or certified email or through the publication on the website <https://support.namirial.com/en/docs/docs-tsp-qualified-signature-timestamp/> and will be effective after 30 (thirty) days from their notice or publication. Whether the Holder does not accept the above amendments, he/she shall be entitled to terminate the Contract by the effective date. The notice of termination must be sent to the Qualified Trust Service Provider in the manner set forth in Art. 22 below.

Art. 19 Termination of the activity of the Qualified Trust Service Provider

Whether the Qualified Trust Service Provider terminates his activity, pursuant to article 6.4.9 of ETSI EN 319 411-1 European Standard, Holders' data required for the services set forth in these General Terms and Conditions and the relevant documentation shall be deposited with Italian Digital Agency which guarantees their conservation and availability.

Art. 20 Processing of personal data

The Holder's personal data communicated to the Qualified Trust Service Provider for the purposes of the execution of this Contract and the subsequent provision of the Service, will be processed in accordance with EU Reg. 2016/679, the data protection notice issued by the Qualified Trust Service Provider, also through the LRA, during the registration phase and on the basis of the consent to data processing provided by the Holder.

The data controller is Namirial S.p.A., which appoints the LRA, where present, as data processor through the appropriate appointment agreement.

If the request for issuance of the certificate is made through an Interested Third Party, the latter and Namirial act as independent data controllers, each for their own and respective purposes.

The data processing carried out by the Qualified Trust Service Provider is functional to the issuance of Certificates and/or Time Stamps in accordance with the procedures described in the data protection notice (Mod.NAM GDPR03), to which reference is made for information on data processing procedures and retention times.

The Holder, as data subject, is entitled to exercise their rights under Articles 15 to 22 of EU Reg. 2016/679 as set out in the above-mentioned data protection notice.

Art. 21 Survival after termination

The provisions set out in the following clauses shall remain valid and applicable upon the termination for whatever reason of this Contract: Art. 1 Definitions; Art. 10 Obligations and liability of the Holder; Art. 11 Warranties; Art. 12 Obligations and liability of the Qualified Trust Service Provider; Art. 15 Miscellaneous; Art. 16 Governing law; Art. 17 Jurisdiction; Art. 19 Termination of the activity of the Qualified Trust Service Provider; Art. 22 Communication.

Art. 22 Communication

All communications among the parties in relation to the Contract, shall be considered valid if sent to the other party via registered post with notification of receipt or via e-mail or certified e-mail, to the respective address specified in this Contract.

All notices, communications, letters, registered letters and, in general, all correspondence sent via the postal service by the Holder to the Qualified Trust Service Provider must be sent to the following address: Namirial S.p.A., Via Caduti sul lavoro 4, 60019 – Senigallia (AN), or to another address provided to the Customer with at least 30 (thirty) days' notice.

All electronic correspondence sent by the Holder to the Qualified Trust Service Provider must be sent to the following E-mail Address: supportoca@namirial.com, or Certified E-mail Address firmacerta@sicurezza postale.it or to another E-mail Address provided to the Customer with at least 30 (thirty) days' notice.

In case the Holder requires the issuance of the Certificate through the LRA, all the communications shall be addressed to the latter.

Privacy policy - Namirial S.p.A.

pursuant to art. 13 of EU Regulation n. 679/2016 ("Regulation" or "GDPR") and in compliance with the principles contained therein

The Data Controller is Namirial S.p.A. (hereinafter referred to as the "Data Controller" or "Namirial") with registered office in via Caduti sul Lavoro, 4 - 60019 Senigallia (AN), VAT n. IT02046570426. The Data Protection Officer (DPO) can be contacted through the following email address: dpo@namirial.com - (PEC) dpo.namirial@sicurezza postale.it

Categories of data

As part of the activities carried out by the user on the websites indicated, Namirial may process the following categories of personal data, depending on the purpose:

- Personal data of the legal representative (first name, last name, fiscal code, gender, date of birth, place of birth, nationality);
- ID and health card of the legal representative;
- Personal data of the legal representative's proxy (hereinafter "proxy") (first name, last name, fiscal code, gender, date of birth, place of birth, nationality);
- ID and health card of the proxy;
- Address data;
- Contact data (telephone number and e-mail address);

Purpose of processing and legal basis of processing personal data

We will process your personal data for the following purposes:

- Conclusion of contract or execution of pre-contractual measures: the legal basis for this purpose is Art. 6(1) b of the GDPR - Contract;
- Sharing of signature certificate data with requesting parties: to enable us to ensure your identity and to be able to guarantee you access to the services you requested, we may need to share your signature certificate data with the provider of the service you are trying to access. The legal basis for this activity is Article 6(1) b of the GDPR - Contract and Article 6(1) f of the GDPR - Legitimate interest;
- Promotional and marketing activities of the data controller: the legal basis for this purpose is art. 6(1) a of the GDPR - Consent;
- Management and response to requests for commercial assistance, including online: the legal basis for this purpose is art. 6(1) b of the GDPR - Contract;
- Fulfillment of legal obligations, national or community regulations: the legal basis for this purpose is art. 6(1) c of the GDPR - Legal obligation;
- Sending communications with informative content about services similar to those already purchased: the legal basis for this purpose is art. 6(1) f of the GDPR - Legitimate interest of the Data Controller;
- Statistical, business and market analysis, carried out in absolutely anonymous and aggregate form: the legal basis for this purpose is art. 6(1) f of the GDPR - Legitimate interest of the Data Controller;
- Judicial protection of Namirial rights: the legal basis for this purpose is Article 6(1) f of the GDPR - Legitimate interest of the Data Controller.

Conferment of data

The conferment of the data referred to in points a), e), and h) are compulsory in order to allow the conclusion of the contract or for the provision of services requested. The conferment of the data referred to in further points is optional: you may at any time ask the Data Controller to stop the processing activities without any consequences in the services provided to you.

Method of processing and access to data

Namirial processes personal data in compliance with the principles of the Regulation in virtue of its own legitimate interests linked to the type of activity carried out and the need to execute existing contracts or pre-contractual measures requested by the interested parties.

The treatment is carried out by means of automated and/or manual computer and telematic tools that guarantee the appropriate security measures to prevent access, disclosure, loss, incorrect, illegal or unauthorized use of data.

The data are processed for the time necessary to carry out the service requested by the User, or required by the purposes described in this document, and the User may always request the interruption of the Processing or the cancellation of the data. The data can only be accessed by those in charge, who are adequately trained and informed about their duties and the activities permitted on the data collected, who work on behalf of Namirial and who are recipients of instructions and tasks given by the Data Controller.

Data Sharing

We would like to inform you that the data relating to the contract and the service activity may be communicated to third parties appointed as external data processors (the complete list is available to the Data Controller), business consultants for administrative and accounting purposes, as well as legal consultants for the possible management of disputes.

The data may also be communicated to the police or judicial authorities for purposes of investigation or prosecution of crimes committed by users of telematic services, where necessary.

We would also like to inform you that the data may also be processed by third parties in the capacity of Local Registration Authority or Registration Authority Operator or by subjects with the function of managing and storing paper and/or digital copy, formally appointed by Namirial as external processor/sub-processor of data processing.

Data processing location

Personal data are processed at the headquarters of the Data Controller, as well as in the servers that host the website. Personal data are stored in servers located in the EU territory and will not be transferred outside of it under any circumstances. The Data Controller guarantees that when using cloud providers established outside the European Economic Area, the processing of personal data by these recipients is carried out in accordance with the principles of the GDPR. Transfers are made by means of appropriate safeguards, such as adequacy decisions, standard contractual clauses approved by the European Commission, or other safeguards provided by the GDPR.

Data Retention

Namirial S.p.A. will keep the data of the interested parties in a form that permits identification of the same for a period of time not exceeding the achievement of the purposes for which the data were collected.

The data relating to the Certificates and/or Digital Identity will be kept for 20 (twenty) years from the termination of the contract or from the expiry or revocation of the contract, in accordance with the provisions of art. 28, co. 4bis of Italian Legislative Decree 82/2005 and subsequent amendments and additions (Italian Digital Administration Code) and art. 7, para. 8 of the Italian Prime Minister Decree of 24 October 2014 and subsequent amendments and additions.

The user's navigation and access data related to the Digital Identity will be stored for a period of 2 (two) years starting from the execution of such operations.

The data strictly necessary for fiscal and accounting fulfillments, once the purpose for which they were collected is no longer valid, will be kept for a period of 10 (ten) years as required by Italian law.

Data for marketing purposes will be kept until consent is revoked.

Service logs related to Certificates and/or Digital Identity and/or certified mail will be kept for a period of 6 (six) months in order to ensure proper identification of service flows.

Once these periods have elapsed, Namirial S.p.A. will cancel the data of the interested parties.

The interested party has the right to request, at any time, the modification of the structures regulated by this privacy policy through the exercise of the rights set out in the following paragraph.

Subjects rights

The User may exercise all the rights provided for by Articles 15-21 of EU Reg. no. 679/2016, at any time and without unjustified limitations, by contacting the Data Controller at dpo@namirial.com.

Requests shall be filed free of charge and processed by the Controller within 30 days.

Specifically, the User can:

- Obtain from the controller confirmation as to whether or not personal data are being processed (Art.15);
- Obtain from the controller the rectification of inaccurate personal data (Art. 16);
- Obtain from the controller the erasure of personal data (Art. 17);
- Obtain from the controller restriction of processing (Art. 18);
- Have the right to receive the personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller (Art. 20);
- Have the right to object (Art. 21).

In any case, Users are always entitled to lodge a complaint with the competent supervisory authority (Garante per la Protezione dei Dati Personali), under Art. 77 of the Regulation, if they believe that the Data Controller's processing of their Personal Data is in violation of the applicable law. The Controller reserves the right to amend and update the Privacy Policy as a result of any further new or revised provisions of any national and EU laws and regulations on personal data protection.

Namirial

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