

Utixo Italia S.r.l.

Via Rossignoli, 14 – 26013 Crema (CR)

Share capital: €500,000 fully paid

VAT No.: IT0178220195

E-mail: info@utixo.net

GENERAL TERMS AND CONDITIONS OF SERVICE ENGLISH – Rel. 2.0 March 2026

English translation of the service terms and conditions provided in the source PDF.

1. GENERAL CONDITIONS

1.1 Definitions

Customer: the party initiating the subscription process for this agreement in order to use the services made available by the provider, understood as the party supplying the services.

Provider: the service provider legally identified as Utixo Italia S.r.l., Via Rossignoli 14 – 26013 Crema (CR), VAT No. 01718220195, fully paid share capital of €500,000.

1.2 Subject Matter

These general contractual conditions govern the supply and costs of the services provided by Utixo to its customers and shall be supplemented by the specific conditions applicable to each individual service.

1.3 Service Delivery

The Customer may use the service only through remote operations.

For physical security reasons, customers are never permitted to access the Data Center where the servers are located. Only authorized and supervised technical personnel may access the systems.

The Service shall be available 24 hours a day, 7 days a week, except for scheduled maintenance interruptions. If performed during daytime hours, the provider will give prior notice; if performed during nighttime hours, at least two hours' notice will be given.

The provider may also interrupt the service at any time for justified security reasons and/or to ensure confidentiality, notifying the Customer as promptly as possible to the extent feasible.

1.4 General Conditions for Service Activation

Submission of the order together with payment of the agreed consideration constitutes full acceptance by the Customer of these General Terms and Conditions and constitutes a contractual proposal pursuant to Article 1326 of the Italian Civil Code, which the provider is free to accept or reject.

If accepted, the contract is completed upon activation of the Service, followed by the sending of the activation confirmation containing the access credentials. In any event, use of the Services by the Customer constitutes acceptance of all the contractual general conditions.

Following validation of the Customer's order by the provider and receipt of payment for the Service, the provider will activate the Service and send the Customer, by e-mail, the access codes required to use the service.

The Service billing period shall start on the date on which the service activation confirmation e-mail is sent to the Customer.

The Customer acknowledges and accepts that the Infrastructure and Server made available by the provider remain the exclusive property of the provider and that the Customer shall in no circumstances acquire ownership thereof, either during or after the Service.

1.5 Fees and Payments

For the Service provided, the Customer undertakes to pay the provider the agreed fee corresponding to the selected Service, as indicated in the purchase order. Billing is in advance.

Accepted payment methods are: credit card, bank transfer, PayPal and SEPA Direct Debit.

Before the service expiry date, Utixo will send a pro forma invoice showing the service due for renewal, the actual expiry date and the available payment methods. Once payment has been received and recorded, the service will be renewed and the Customer will receive a settled tax invoice dated as of the date payment was received.

VAT shall be applied to the contractual fees in accordance with Presidential Decree No. 633/72, as subsequently amended.

1.6 General Terms and Conditions of Use

The Customer undertakes to use Utixo cloud services lawfully and therefore to refrain from:

- distributing or publishing material protected by copyright and using peer-to-peer software or, more generally, file-sharing programs;
- distributing or publishing pornographic content without adequate age verification of visitors;
- distributing or publishing paedophilic content;
- distributing or publishing material that harms the provider's image;
- distributing or publishing material offensive to races, customs, habits or ideas of others, including unsolicited advertising and any other form of mass mailing;
- installing or using software for which the Customer does not hold a valid licence, and publishing websites related to gambling and/or betting;

- using IRC bots or any other software specifically written to operate in conjunction with IRC.

The Customer must not distribute material that in any way attempts to violate the confidentiality of other persons' messages or resources, causing direct and/or indirect damage to anyone, for example through pirated programs, cracks, key generators, viruses or other harmful material.

The Customer must not use the provider's services to violate, contravene or cause the contravention of the laws in force in the Italian State.

The Customer must store sensitive data and/or judicial data on the website in compliance with the law.

The Customer undertakes not to carry out intrusion activities or attempted intrusion using the Service, including but not limited to spoofing, sniffing and port scanning. In the event of breach of this obligation, the provider reserves the right to immediately interrupt the Service and terminate the Contract, without prejudice to compensation for any damages suffered.

The Customer shall be solely responsible for any use of the Service and the Infrastructure by its staff or by any person to whom the Customer has supplied one or more access keys allowing access to the Service or part thereof. The Customer shall also be solely responsible for any consequences connected with the loss of its access key.

Passwords supplied by the provider for access to the services are personal. The Customer is therefore the sole and exclusive party responsible for them, as well as for any unlawful or fraudulent use thereof, even if carried out by the Customer's collaborators and/or employees. The Customer shall bear the cost of any password change. In the event of loss, the Customer must immediately notify Utixo.

The Customer undertakes to comply with all applicable laws and regulations, to respect third-party rights and to provide the Italian Data Protection Authority with any information required.

The Customer shall be responsible for taking out any insurance necessary to cover damages arising from the conclusion or performance of this contract.

The Customer undertakes to indemnify and hold the provider harmless from any claim for damages brought by third parties as a result of activities carried out using the services.

The Customer also undertakes to indemnify and hold the provider harmless from any claim for damages submitted against the provider by third parties.

For some types of services it is possible to enable automatic payment, with overdue amounts charged to credit card, PayPal or SEPA Direct Debit. The user may independently select this option from the control panel.

Some services, by their specific nature, are subject to an annual contractual commitment running from the service activation date (Registration Date), even where payment is split monthly, quarterly or half-yearly.

1.7 Support

The Customer must report via the web trouble-ticketing service at <https://shop.serverweb.net/index.php/login> any defect or mismatch in relation to the subscribed offer and in the delivery or operation of the Service.

No free support is provided for system administration issues, errors/malfunctions of installed applications, defects in installed software, service or application configuration, or incorrect actions carried out by the Customer that may affect service reachability. The rate for paid technical/system administration work is €70.00 per hour plus VAT, with a minimum billing of 30 minutes, and will be invoiced to the Customer if the service is expressly requested.

Telephone support is provided with response times proportionate to the severity of the issue, normally within 8 hours on working days (Monday to Friday, 9:00–12:00 and 14:00–18:00); on non-working days or outside business hours, support is provided via trouble ticket or e-mail.

Where necessary, maximum restoration times from Full Backup are guaranteed within 24 hours on business days, except in cases of force majeure, in which case the provider undertakes to restore the service as quickly as possible.

Specific services and special agreements may provide for a dedicated support telephone number.

1.8 Confidentiality (NDA)

The data processing controller/manager for the purposes stated in the document is the provider.

Within the scope of processing personal data connected with the performance of the services covered by this contract, the provider undertakes to comply with the provisions of Italian Law 196/2003 and subsequent amendments and additions. The Customer may exercise the related rights, including consulting, amending and deleting its data or objecting to processing on legitimate grounds, by contacting the data processing manager.

The provider undertakes not to disclose processed personal data to unauthorized persons and not to use such data for purposes other than those strictly connected with performance of this contract, without prejudice to obligations imposed by law and any orders of the judicial authority or other authorities authorized by law.

The provider undertakes to maintain complete confidentiality in relation to data and information stored on its servers and any information to which its technical staff may have access while carrying out the services, without prejudice to legal obligations and any requests or measures issued by the judicial authority or other competent authorities.

Data will be stored in data centers located within the European Union and holding SOC 1 and SOC 2 certifications, in accordance with the principles of integrity, confidentiality and availability.

The provider adopts appropriate technical and organizational measures pursuant to Article 32 of Regulation (EU) 2016/679 (GDPR) to ensure a level of security appropriate to the risk, including, where applicable, pseudonymization, encryption, backup systems and access controls.

In the event of disagreement about invoicing or the nature of the Services, the Customer must notify Utixo Support by opening a ticket from the customer area within one (1) month from the invoice issue date. In the absence of such notification, and without prejudice to the Customer's right to dispute the invoice at a later time, the Customer must pay all outstanding invoices. Where Services have not been invoiced correctly or within the required time, Utixo reserves the right to issue or correct the invoice at any time, subject to any applicable limitations.

1.9 Credits

In the event of service disruption, based on the SLA declared for the various services, Utixo shall grant the Customer, by way of compensation, a credit equal to 5% of the total expenditure generated in the 30 days preceding the disruption.

1.10 Appointment as Data Processor

For the Service covered by this contract, the Customer appoints Utixo as Data Processor, with the detailed description of the tasks and obligations to which it shall be subject by virtue of that role. This appointment as Data Processor and the related clauses shall remain in force for the same duration as the Contract entered into between the Data Controller and Utixo in relation to the selected Service. The appointment and this deed shall automatically cease to have effect in the event of termination, withdrawal or loss of effectiveness of the Contract, except for any period necessary to allow the Controller to recover personal data where contractually agreed between the parties.

1.11 Contract Termination for Breach

In the event of non-payment lasting more than 60 days, serious violations of the usage policy, unlawful use of the services, security violations attributable to the Customer, or illegal use of the services as described in the service usage policy and website terms, Utixo Italia S.r.l. may terminate the contract for breach pursuant to Article 1456 of the Italian Civil Code, after sending a notice to perform within a short time, except in cases of serious urgency.

1.12 Data Deletion

For cancelled and non-renewed services, Utixo retains the data for 2 weeks. After that period, the data will be deleted and may be recoverable from backup for a maximum of 30 additional days, after which they will also be permanently deleted from backup as required by the GDPR.

If payment is made within the deletion period, the service will be reactivated with all of its original data.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer specifically approves the clauses relating to the general conditions and to the specific conditions of the individual services. Use of the services implies full acceptance of the service conditions and terms.

1.13 Replacement with an Equivalent Service

The provider reserves the right, where required by technical or commercial needs, to replace a supplied service/product with another service/product having similar characteristics, while keeping the price unchanged.

1.14 Suspension of the Service for Reasons Other than Non-Payment

Utixo reserves the right to suspend the service if any of the following occurs:

- the Customer actively attempts to violate the information systems of the provider or of third parties by means of the service made available by the provider;
- the Customer creates a dangerous situation, uses insecure software and/or fails to adopt minimum precautions needed to make its service resistant to third-party intrusion, thereby putting at risk the data and services of the provider and of other customers;
- the Customer defaults on, or breaches, even one single provision of the Contract, including those contained in the Utixo service usage policy;
- there are reasonable grounds to believe that the Service is being used by unauthorized third parties;
- cases of force majeure or circumstances arise which, in Utixo's unquestionable judgment, require emergency action or action aimed at solving security issues or dangers for the entire network and/or for persons or property. In such case, the Service shall be restored when Utixo, at its discretion, has verified that the causes that led to its suspension/interruption have actually been removed or eliminated;
- the Customer becomes involved, in any capacity, in any judicial or extrajudicial civil, criminal or administrative dispute concerning acts or conduct carried out through the Service and/or the virtual Infrastructure;
- the suspension is requested by the Judicial Authority.

2.0 SPECIAL CONDITIONS FOR WEB HOSTING AND SMTP SERVICE – NO SPAM POLICY

The use of SPAM is strictly prohibited. The Customer undertakes not to use e-mail systems to send mass messages (SPAM) to recipients who do not wish to receive them. For this purpose, Utixo reserves the right to install software on its servers intended to prevent such practice.

In the event of a complaint by users (customers or non-customers) concerning an e-mail sent from an installation on a Utixo server or involving URLs of websites hosted by Utixo, the e-mail sending function may be disabled at Utixo's discretion.

The Customer acknowledges that Utixo has the right to limit, restrict, interrupt or permanently suspend all or part of the service and even to definitively terminate the contract in the event of failure to comply with warnings regarding spamming sent to the Customer by e-mail.

3.0 TERMS OF SERVICE FOR WORDPRESS FULL MANAGEMENT

WordPress full management includes:

4.0 SPECIAL CONDITIONS FOR THE MANAGEMENT, REGISTRATION, RENEWAL AND TRANSFER OF DOMAIN NAMES

Subject Matter: Utixo is authorized to register Domain Names on behalf of its Customers and to arrange for their renewal. The Customer may also register available domain names in accordance with the offers in force.

- periodic updating of the core and plugins;
- assessment of website quality and indexing;
- website security management;
- continuous monitoring of website availability;
- intervention in the event of an attack;
- full management of backups and any restores;
- performance management and optimization;
- SSL monitoring and updating;
- WordPress telephone support.

4.1 Domain Name Registration Procedure

Registration becomes valid once the required fees have been paid, except where special promotional offers apply. In the event of conflict between these special conditions and the general conditions, the special conditions shall prevail. In the event of conflict between these special conditions and the annexes, the annexes shall prevail.

All registration requests imply prior and conditional acceptance of the administrative and technical naming rules governing the requested domain name and, where applicable, of the dispute resolution rules that may govern conflicts between the domain name holder and any third party claiming rights in all or part of that name. The Customer also accepts all specific rules applicable to the various extensions available online.

The Customer shall provide all information necessary to proceed with registration of the requested domain name, including the full name and contact details of the person in whose name the domain is registered (the Holder), the full names and contact details of the administrative contact, billing contact and technical contact, together with the full name, address, telephone number and details of the natural or legal person responsible for the technical management of the domain name.

Completeness of the information requested in the form is a condition for processing the registration. Any omission in the form will make successful registration impossible.

The Customer warrants that it has obtained authorization from all persons whose personal information it discloses, both for registration and communication of their names and contact details and for their collection and publication on the Internet.

Utixo is subject only to an obligation of means. Any indication by Utixo on its website <https://utixo.net> that a domain name is available is purely indicative. This applies irrespective of confirmation by e-mail after completion of the registration formalities and recording of the payment. Registration exists only after validation by Utixo following verification and actual

registration by the registry or supervisory authority. Such validation is usually carried out within two working days after confirmation, unless particular difficulties arise, in which case their nature will be communicated to the Customer by e-mail.

Requests are forwarded by Utixo to the registry or to the relevant supervisory authority. The Customer must regularly verify the availability of desired domain names, which cannot be certified in real time by databases, particularly Whois databases.

Utixo is in no way responsible for the data contained in the Whois database or any equivalent database, nor for their updating.

If any part of the assignment request requires supplementation, clarification or amendment, Utixo shall notify the Customer by e-mail, and the Customer undertakes to respond within no more than two working days. During that time the chosen domain name is not held on a provisional basis and gives no right of priority. If, during that period, the name is registered by another party, Utixo will inform the Customer, who will have to choose another available domain name.

The Customer declares that the information transmitted to Utixo is truthful and relieves Utixo from carrying out any verification.

The Customer undertakes, in the event of any change to the data previously supplied at registration or renewal, to notify Utixo within two working days from the relevant event by opening a ticket in the customer area.

The Customer undertakes to respond to any request by Utixo to update such information. Utixo reserves the right to suspend at any time any domain name whose details appear to be fictitious.

If the full renewal price has not been paid before expiry, Utixo will be unable to carry out the requested renewal. Utixo may proceed with deletion of the service starting from the third day after annual expiry. Recovery procedures for deleted domains vary according to the extension and are not always possible; restoration times also vary according to the extension. Recovery of expired domains is in any case subject to payment, with amounts depending on the time elapsed since expiry and the domain extension.

4.2 Contract Duration and Termination

These conditions remain valid for the entire chosen period of registration of the domain name, including the duration of any renewal, without prejudice to the grounds for termination listed below by way of example and not limitation.

In addition to the grounds listed in the general conditions, Utixo reserves the right to terminate the contract in the following cases:

- submission of incorrect information at the time of registration or renewal of the domain name;
- failure to comply with the rules governing the individual extensions;
- failure to comply with the rules imposed by ICANN or by a supervisory authority, particularly those referred to in the annexes, with which the parties must comply;
- non-payment of sums due for registration or renewal of the domain name;
- failure to comply with public policy, applicable laws or accepted practices.

4.3 Liability

Providing incorrect personal information, particularly for the purpose of attempting to obtain a domain name in a nearly anonymous manner, is prohibited and shall automatically lead to termination of the account and of the connected domain name(s).

The Customer shall be fully responsible for all consequences, including financial consequences, if it did not receive authorization from the persons whose names and details it transmits for the purpose of registering a domain name.

Utixo shall use reasonable efforts to ensure that information under its control is updated within a reasonable time. Likewise, the Customer assumes responsibility for the data communicated and assures Utixo that the person in whose name the domain is registered has explicitly or implicitly authorized such action.

Utixo shall not be liable whenever the authorization existing between the Holder and the Customer is invalid, since such arrangement is made between third parties and is not enforceable against Utixo. Consequently, invalidity of the authorization shifts all related liability exclusively to the Customer.

The Customer remains responsible for all facts or acts relating to the registered domain name, including where a licence of use is granted to a third party. The Customer must itself verify that use of the domain name complies with the rules imposed by ICANN or the supervisory authority and with Utixo's contractual rules. In the event of a dispute relating to domain names, the Customer undertakes to comply with the out-of-court dispute resolution procedure applicable to domain names.

4.4 Authorization Code (EPP or Auth Code)

The EPP/auth code cannot be requested orally, by e-mail or by ticket. It may be obtained in two ways:

- independently through the domain control panel at <https://shop.serverweb.net>; once logged in, click "Domain" in the menu and then "Authorization Code";
- by certified e-mail (PEC) from the company, personal or legal representative's PEC address to utixo@eos-pec.it, to which a reply will be sent. This method is mandatory if the previous system is not operational.

Utixo may request personal documents to verify the identity of the requester and confirm ownership of the domain. This is particularly important in order to prevent fraud and unauthorized transfers.

4.5 Assignment of the Domain Name Licence

The assignment by a Customer of a domain name to a third party shall be enforceable against Utixo only if both of the following conditions are met:

- full payment to Utixo of the transfer costs for the change of holder by the most diligent party;

- execution, where applicable, of the transfer documents required by the Registry and compliance with the specific transfer procedure applicable to the domain concerned.

4.6 Choice of Domain Name

Before requesting a domain name, the Customer must carry out all appropriate checks. In particular, it must ensure that the domain name does not prejudice prior distinctive signs, whether trademark rights or rights connected to a company name, signboard or trade name, appellation of origin or geographical indication; rights of personality; or copyright.

More generally, the Customer must ensure that the domain name does not offend public policy, laws or accepted practices, is not defamatory or racist, and cannot be regarded as speculative or abusive.

Utixo reminds the Customer that failure to carry out adequate prior searches before registering a domain name may, under the Customer's sole responsibility, result in legal actions for infringement and/or unfair competition. Utixo also informs the Customer that certain names, for example geographical and/or geopolitical concepts or names that may offend public policy, cannot be selected.

4.7 Third-Party Claims

Any proceedings involving a judicial measure or a decision issued under mediation or arbitration procedures concerning domain names shall be entirely at the Customer's expense.

Within such procedures the Customer may, without prior notice, be deprived of a registered domain name in the event of transfer of the domain name to a third party who has initiated action concerning that domain name. The domain name concerned may also be suspended during the proceedings until their conclusion.

4.8 Storage and Transmission of Data

The Customer authorizes Utixo to transmit personal data required for registration, renewal or transfer to registries, supervisory authorities and the other entities involved in managing the domain name, also where such transmission is necessary for publication in the relevant public databases according to the rules applicable to the extension.

4.9 Transfer, Non-Renewal or Cancellation of the Domain Name

If, during the period of registration of the domain name, the designated representative requests that the domain be transferred to the lawful successor of the Holder, the request must be accompanied by the necessary supporting documents.

In the event of non-renewal of the domain name, Utixo shall have a right of first refusal and may acquire the domain and dispose of it in full, including by sale to third parties.

4.9.1 Consumer Right of Withdrawal

Pursuant to Article 55, paragraph 2, letter b) of the Italian Consumer Code, a consumer may exercise the right of withdrawal within 14 days from execution of the purchase contract, except for payment of the amount due where the service has already been paid in advance by Utixo. The

Customer acknowledges that registration of a domain name with Utixo constitutes, by virtue of the Customer's choice of the second-level name and extension, the supply of a customized good within the meaning of that article.

Accordingly, the Customer is expressly informed that it may not exercise a right of withdrawal with respect to the ordered domain name registration, and all the more so may not exercise such right when the registration is renewed.

4.9.2 Integration and Amendments

The rules issued by ICANN, supervisory authorities and Registries relating to the domain name apply by operation of law to these contractual relations. In addition, all amendments to the conditions binding Utixo with the Registry, ICANN and all supervisory authorities shall automatically apply immediately and without prior notice to the Customer, which expressly accepts this insofar as such amendments are binding on Utixo.

4.10 Disputes

Utixo and the Registry reserve the right to place the Customer's domain name under suspension while any dispute is being resolved.

Utixo and the Registry also reserve the right to suspend or cancel the Customer's domain name if the Customer uses the domain name to send unsolicited commercial communications, in breach of applicable law or acceptable-use policies on the Internet, or if the Customer uses its domain name for illegal activity.

5.0 SPECIAL CONDITIONS FOR VPS

5.1 Service Level Agreement

Utixo guarantees the following service levels for VPS based on dedicated-server technology:

- 99.0% connectivity;
- 99.0% hardware.

For VPS based on public cloud technology, the service level is instead:

- 99.9% connectivity;
- 99.9% hardware.

5.2 Backup

The VPS backup service is not an integral part of the service but an ancillary service offered and strongly recommended by Utixo. Merely having a cloud system does not in itself guarantee protection against data loss.

6.0 SPECIAL CONDITIONS FOR SAFEBOX – CLOUD STORAGE

6.1 Data Transfer to the USA

The data are managed within the EU in strict GDPR compliance and are not in any way subject to US legislation or to data transfers to other countries. The service is managed and invoiced by a legal entity governed by Italian law.

6.2 Non-Compliant Use

To ensure reliability and performance for all customers, use of storage for cryptocurrency mining is prohibited.

6.3 Data Location

It is possible to specify in which country your data are to be stored. The available choices are Germany or Finland.

7.0 SPECIAL CONDITIONS FOR MICROSOFT 365 AND AZURE

7.1 Microsoft 365 Licence Management Service

When the service is provided by Utixo, Microsoft 365 licence management must be carried out via the Utixo control panel, UCMP (<https://shop.utixo.net>), and not from the Microsoft portal, because licence upgrades and downgrades must pass through Utixo.

Use of Microsoft's native licence management system is not permitted, nor is licence management by other providers during the contractual commitment period.

Utixo uses a direct API-based interface with Microsoft's licensing system and allows management that is automated and, in Utixo's view, improved compared with Microsoft's native method, also providing more payment-management options.

The Microsoft portal may show a number of licences different from the number indicated by UCMP; this is normal.

7.2 Service Level Agreement

The SLA contract is available directly on Microsoft's website. It contains the detail of the service levels provided for each individual product, for both Microsoft 365 and Azure IaaS.

7.3 Data Saving

In the event of termination exercised according to the required procedures, the Customer must independently save any data of interest before the licences expire.

7.4 Termination for Breach

In the event of insolvency continuing for more than 30 days after the invoice due date, this contract shall be deemed terminated by operation of law for serious breach by the Customer, without prejudice to Utixo's right to payment of the agreed price and compensation for damages.

7.5 Azure/Microsoft 365 Pricing

Official Microsoft 365 and Azure prices are available on Microsoft's pricing pages.

7.6 Terms and Conditions (ToS)

Terms and conditions for all online services, and the specific Microsoft Azure and Microsoft 365 terms, are those indicated by Microsoft in its legal documentation and product terms.

7.7 Fee Updates

Annual fees may vary according to Microsoft's updated price lists, including possible EUR/USD exchange-rate fluctuations and other commercial factors. Price-list changes shall be communicated to the Customer within 30 days of Microsoft's official announcement.

SPECIAL SERVICE CONDITIONS

A.1.1 Renewal of Domain Names

If the Customer's request to restore the domain fails for any reason, Utixo undertakes to refund only the renewal price.

It is the Customer's precise responsibility to verify that the domain has actually been restored/renewed.

In the event of problems with the procedure for renewing an expired domain, the Customer must promptly notify Utixo by certified e-mail (within 10 days from late payment of the invoice) to allow Utixo to submit a new request. Such request is not binding on Utixo as regards the success of the renewal procedure or any related liability.

If the domain is not renewed, the Customer loses any right over that domain; the domain may be placed on the market or pass directly into the ownership of Utixo, which may freely dispose of it.

A.1.2 Duration and Automatic Renewal of the Contract - Ordinary Early Termination

The Customer may withdraw from the contract before its expiry and without just cause by cancelling renewal from the control panel. In that case, however, the Customer shall not be entitled to reimbursement by the provider of sums already paid.

Services subject to annual contracts (for example VPS) and monthly payment shall in any case be charged for the entire year and shall then not be renewed. Annual services already purchased but not yet invoiced shall still be invoiced until expiry and then no longer renewed.

These conditions do not apply to the services included in list A, for which a certified e-mail (PEC) sent 60 days before expiry is required.

Consumers, as defined by the Consumer Code, have the right to withdraw by PEC within 14 days from conclusion of the distance contract without penalty, except for payment due for services already provided or already purchased from our suppliers.

After that period, all services shall be invoiced until expiry and payment shall become due.

The services listed below under list Y are subject to tacit extension, i.e. automatic renewal at expiry, always for a period of one year:

- Cloud Antivirus;
- Dedicated VPS;
- Dedicated Servers;
- PEC;
- E-mail Protection Suite;
- SSL Certificates;
- Cloud Storage;
- Microsoft 365 Suite;
- Google Workspace Suite.

The Customer may cancel such services only by sending a single PEC at least 60 days before expiry. In the event of late notice of termination or use of a means other than PEC, a penalty shall apply equal to 50% of the residual fees until expiry of the renewal period, plus set-up costs quantified at €100 and 100% of the cost of any licences already purchased for renewal. In the case of multi-year contracts, the Customer shall also pay an amount calculated on the difference between the original undiscounted list price and the price applied to the multi-year contract, for each year.

A.1.3 Unilateral Amendment Clause for the ToS

The Provider reserves the right to amend the terms and conditions of this Contract unilaterally at any time, with 30 (thirty) days' notice, in the following cases:

- compliance with laws or measures issued by competent authorities;
- technical or functional updating of the Services offered;
- organizational, security-related, economic or commercial needs, and other legitimate and material reasons.

Any amendment shall become effective after the communicated notice period.

The Provider undertakes to inform the Customer of such amendments by e-mail to the address registered by the Customer and through acceptance at first login. The Customer is responsible for keeping its contact details up to date and for consulting the communications received.

A.1.4 / A.1.5 Limitation of Liability and General Exemptions

The provider shall not be liable for interruptions, delays, malfunctions or deterioration in service deriving from causes beyond its reasonable control, including faults in transmission lines, telecommunications networks, external suppliers, force majeure, natural events, blackouts, cyber-attacks on a large scale or measures ordered by authorities.

Even where backup is provided by the provider, the Customer remains obliged to keep its own copy of the data.

The provider shall be exempt from liability in cases of service interruption ordered by the judicial authority, interruption due to bandwidth fluctuations and/or carrier criticalities, interruption caused by the Customer's fault or incorrect software use, problems in software used by the Customer, wide-scale cyber-attacks, natural disasters and blackouts.

Utixo Italia S.r.l. is not responsible for the structural limits of the SLAs offered by upstream suppliers and reserves the right to suspend or change services following decisions of sub-suppliers, giving the Customer reasonable notice.

Utixo may terminate the service supply contract early for reasons attributable to third parties, with limited liability, where it is technically impossible to continue providing the service.

The Customer shall indemnify and hold Utixo harmless from any liability for infringement of intellectual property rights arising from content belonging to the Customer or from third-party software installed at the Customer's request.

A.1.6 HOSTING AND SMTP SERVICE – Customer Obligations and Liability

Utixo provides hosting plans that allow use of CGI, PHP, MySQL scripts and other executable programs. Such scripts use significantly more system resources than simple pages, and the limitations set out below therefore apply to the use of these functions.

The Customer may create and run its own CGI, PHP and/or SQL scripts independently, but such use must be reasonable.

In any event, in order to provide good-quality service, Utixo reserves the right to stop the execution of certain CGI, PHP, SQL scripts and/or the website itself if they consume excessive server resources and jeopardize the proper operation of the server, regardless of the five limitations below.

Utixo will do its best to notify customers before suspending scripts that use too high a percentage of system resources. However, if scripts cause problems for other customers or use excessive resources, they may be stopped without prior notice.

The Customer is informed that non-compliant use may by its nature make operation of the site incompatible with a shared-hosting server and expose the site to the risk of suspension without notice, in order to guarantee acceptable service quality to all customers on the server. The Customer may then be invited to opt for a dedicated hosting contract.

Scripts must under no circumstances interact with the server or hardware configuration. Running scripts of that type, or scripts with an evident hacking purpose or intended to access reserved folders, may result in immediate cancellation of the Customer's account without reimbursement of any residual fees.

To assess whether script usage is reasonable, the following criteria may be used: number of web requests per day (html, php, cgi, jpg, gif and others); CPU usage (less than 60 seconds at 100% CPU); RAM usage (less than 80 MB per second); access to one SQL server with 3 simultaneous connections (request/session); and any other reasons not specifically listed but which, in Utixo's judgment, could endanger Utixo's IT system. The Customer must communicate to Utixo the reason for using such scripts.

Warnings are sent automatically whenever one of the above criteria is exceeded, and the Customer must confirm correct receipt of the warning by return e-mail and confirm understanding of the request made by Utixo. If the Customer does not confirm within 12 hours, Utixo reserves the right to close the website without notice. Data transfer must be performed through the anonymous FTP server where possible.

A.1.7 SPECIAL CONDITIONS FOR MICROSOFT 365 AND MICROSOFT AZURE PRODUCTS

A.1.7.a Contractual Duration

Purchase of the Microsoft 365 service is subject to specific conditions. If the user purchases the service, these conditions shall apply and shall be deemed accepted by the user.

Under Microsoft's New Commerce Experience (NCE) for the Cloud Solution Provider (CSP) programme, M365 services may be purchased with monthly, annual, two-year or three-year commitment terms. Annual, two-year and three-year commitments allow more advantageous pricing. The monthly commitment carries a cost 20% higher, as indicated by Microsoft itself.

In the event of termination, the service shall cease at the end of the contractual term, subject to notice by PEC at least 60 days before expiry, communication of the global tenant admin credentials, and removal of any trust relationships with Utixo.

Possible contractual terms are therefore as follows: monthly subscriptions, annual subscriptions, and two-year or three-year subscriptions, each governed by the commitment and payment rules stated in the source terms.

For every type of contract, early termination is expressly excluded unless the Customer pays in full all residual fees up to the natural expiry of the contract. Therefore, where early termination is requested, the Customer must pay the remaining yearly fees by way of penalty and compensation for early termination.

With this type of product it is possible only to increase the number of licences of the same type, not to reduce them, except upon renewal. In the event licences are added, the price of the additional licences shall be calculated pro rata for the days remaining until the expiry date of the contract.

In the event of annual/two-year/three-year commitment, the contract shall renew automatically year by year unless cancelled by notice sent to Utixo exclusively by PEC (utixo@eos-pec.it) at least 60 days before the expiry date.

This is due to forecasting reasons and commercial commitments that Utixo Italia S.r.l. must guarantee to its supplier.

Monthly payment of the fees may be arranged while still maintaining an annual commitment under the contract.

The subscription has a minimum commitment of one year, but may be extended to 2 or 3 years to obtain more favourable conditions. Any Microsoft list-price increases are applied at the expiry of the current year. Annual commitment protects the Customer from price variations which, under monthly commitment, are instead applied from the following month.

A.1.7.b Customer Responsibility for Renewal

The Customer is responsible for terminating the service at expiry, and therefore for ensuring that it is not renewed, directly from its control panel. Payment of the pro forma invoice automatically renews the service and no refund shall be due.

A.1.7.c Monthly Subscription Commitment

As provided by Microsoft policy, monthly commitment entails a 20% increase in the invoiced price compared with the monthly price under annual commitment.

At any time it is possible to request an increase or decrease in the number of licences. In the event of an increase, the price of the additional licences shall be calculated for the days remaining until the expiry date. In the event of a reduction, the licence price shall be invoiced for the entire month. If flexibility for downward changes is desired, monthly commitment must be chosen.

Monthly commitment renews automatically from month to month unless cancelled by PEC sent to Utixo at least seven days before expiry.

Any official Microsoft list-price increases are applied in the month following their entry into force.

For further details, Microsoft's official documentation at <https://learn.microsoft.com> may be consulted.

A.1.7.d Admin Access to the 365 Tenant and Licence Management

When supplying Microsoft 365 licences, Utixo also includes licence management through a ticketing system (addition, removal and assignment).

For technical and commercial reasons, and in order to ensure the proper functioning of the service, tenant admin access is normally disabled for customers unless otherwise agreed.

Utixo stores administration passwords by using best practices in compliance with the GDPR, in encrypted form and with access granted only to strictly necessary personnel.

Licence management must pass through Utixo via the help desk or the UCMP control panel (<https://shop.serverweb.net>). Direct management from the Microsoft tenant is not permitted, as Utixo uses a customized operating model.

Any increases or variations in the number of licences must therefore be requested from Utixo through the ticketing system.