

Contract terms

General terms for Bit Company services.

Standard contract terms

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General conditions

- The term customer identifies the ultimate user of the services provided. Customers may enter into contracts in a business or private capacity. Even where contracts are signed by third parties (e.g. web designers, advertising agencies, etc.), the customer remains the domain name holder. In these cases, the contract signed by the reseller with Bit Company shall in any event prevail.
- The services covered by these conditions are offered by Shadas Pvt. Ltd. Italia, which provides them over the internet under the “Bit Company” trademark.

General terms and conditions of contract

1. These General Terms and Conditions of Contract (hereinafter General Conditions) govern the procedures and terms under which Bit Company Internet Service Provider, a company and trademark of the Shadas Pvt. Ltd. Italia Group (hereinafter Bit Company), with registered office at Via Cesarea 6, 27029 Vigevano (PV), supplies the applicant (hereinafter “Customer”) with the various Services (hereinafter Service), with the technical specifications and financial conditions of the individual commercial offer selected by the Customer, as identified in the order form requesting service activation/renewal (hereinafter Form), completed and submitted online by the Customer or an appointed person (or by other electronic or non-electronic means).
2. The Service is offered by Bit Company over the internet in the manner described online or agreed by contract, in its factual and legal state on the activation request date, with the technical and financial specifications described therein, which the Customer expressly declares to know and accept by accepting these General Conditions. The offer of these services is for an indefinite period, subject to Bit Company’s right to suspend or withdraw it at any time; in that event, contracts entered into before suspension or withdrawal will be honoured by Bit Company on the agreed terms where signed. Any services additional to those specified in the offer may be supplied by Bit Company only following a specific written request from the Customer, under arrangements to be agreed in each case.
3. These General Conditions are drawn up in compliance with applicable legislation, including, where applicable, Legislative Decree No. 206 of 6 September 2005 (“Consumer Code”), as subsequently amended and

supplemented. The mandatory statutory rights of Customers qualifying as consumers remain unaffected in all cases.

Formation of the Contract

1. Online submission to Bit Company of the registration or contractual acceptance Form constitutes the Customer's full acceptance of these General Conditions and of the contents of the documents, rules, provisions and procedures referred to in them, making them binding upon the Customer even before the contract is formed.
2. The Contract is formed on the date Bit Company duly and promptly receives the Form or quotation for the work, completed and accepted in full by the Customer using the procedures for entering into online contracts, together with confirmation of payment of the fee for the service selected by the Customer, issued by the party designated as competent to perform that operation. If 10 (ten) days have elapsed from the order date without Bit Company receiving payment as specified above, the order will be cancelled and deleted without notice; the Customer acknowledges and accepts that no claim may be made against Bit Company and hereby releases it from any liability relating to cancellation of the order.

Fees and payment methods

1. The Customer must pay the fee for the ordered Service when or after submitting the Form online and, in any event, before activation of the Service unless otherwise agreed in writing. The Service price is determined by the rates in force at the time of ordering, shown in the relevant section at <http://www.bitcompany.it/>, and varies, for example, according to the selected domain name extension and any additional services ordered by the Customer, as indicated at that link. VAT due will be applied to all invoiced amounts and, together with any other tax charge arising from performance of the contract, will be borne by the Customer. In all cases, the Customer expressly releases Bit Company from any and all liability arising from the transactions or payments made.
2. The Customer acknowledges that payment for the selected Service may be made using one of the methods indicated by Bit Company before the order is completed. For payment by postal payment slip or bank transfer, the Customer must clearly and correctly specify the order number and the name of the purchased Service in the payment reference; in the absence of a correct and unambiguous reference, Bit Company cannot be held responsible for failure to allocate the payment to the Service requested by the Customer. By agreement, the Customer may ask Bit Company to use this credit to purchase and/or renew other Bit Company Services.
3. The Customer may not assert rights or raise objections of any kind before duly making the payments required by the Contract and providing appropriate documentary evidence at Bit Company's request. If payment is invalid,

revoked or cancelled by the Customer for any reason, or is not made, confirmed or credited to Bit Company, Bit Company reserves the right to suspend and/or stop activation and/or provision of the Service with immediate effect, where already activated, and potentially assign the domain name to another party. The person who ordered registration remains liable for payment and statutory interest for late payment.

4. By accepting these General Conditions, the Customer expressly agrees that invoices may be sent and/or made available electronically through the electronic invoicing system in force.
5. Any credit in the Customer's favour, on any grounds, that is not allocated to a Service for any reason must be used to purchase or renew Services provided by Bit Company no later than 12 (twelve) months from the payment date, in the manner indicated by Bit Company when the credit arises. If that period expires without the Customer using the credit, it shall be deemed definitively acquired and collected by Bit Company, and the Customer may not demand its return or use.

Service activation and provision

1. The Customer acknowledges and accepts that the Service activation or renewal process begins when the Contract is formed. Bit Company will notify the Customer of activation by email. Upon activation, all related usage rights transfer to the Customer, who is regarded as the legitimate holder of the Service and remains solely and exclusively responsible for its use and for any materials and data, including personal data, processed through it.
2. Bit Company reserves the right, at its sole discretion, not to activate or renew the Service where:
 - a) the Customer has failed to meet obligations to Bit Company or companies of the Shadas Pvt. Ltd. Group, including under previous contractual relationships. In such cases, at Bit Company's discretion and following notice, activation may be conditional upon prior fulfilment of the earlier relationship;
 - b) the Customer fails to provide documentation requested by Bit Company, or provides false data or data that Bit Company suspects to be false;
 - c) the Customer is listed in the register of protested bills or is subject to enforcement proceedings;
 - d) the Customer is admitted to or subject to insolvency proceedings;
 - e) technical, organisational or other reasons prevent activation of the Service. Bit Company will inform the Customer that the Service has not been activated or renewed, without being required to state the reasons, and its sole obligation will be to return the fee actually received, without further charges. No interest of any kind is due on that sum. The Customer acknowledges and accepts that their sole entitlement is repayment of the price paid to Bit Company and that no indemnity, damages or other claim may be made against Bit Company because the Service was not activated.

Contract term, renewal and termination

1. The Service Contract will last for the period selected and specified by the Customer when ordering, starting on the activation date. As expiry approaches, Bit Company may, solely as a courtesy and without thereby assuming any obligation towards the Customer, send notices to the reference email addresses and/or those associated with the domain concerning imminent expiry and the resulting cessation of service if it is not renewed.
2. On the specified expiry date, the selected Service and any Additional Services will be deactivated and the Contract will cease to have effect unless renewed at least 15 (fifteen) days before expiry, by submitting the appropriate online renewal order and paying the relevant amount at the rates and contractual terms in force at renewal. The contract will consequently renew for the period selected by the Customer when ordering. If a domain name renewal, and in no other case, requested within the above time limits is not carried out for reasons attributable to Bit Company, Bit Company's sole obligation will be to pay the Customer twice the amount paid for the domain name renewal request, without further charges. No interest of any kind is due on that sum. The Customer acknowledges and accepts that their sole entitlement is that amount and that no indemnity, damages or other claim may be made against Bit Company. If renewal of any service contract is requested during the 15 (fifteen) days before expiry, Bit Company does not guarantee successful completion of the process; the Customer therefore releases Bit Company from any related liability, including visibility or other issues arising after expiry of a Service not renewed within the contractual time limits.
3. If the domain registration or hosting-only Service is not renewed, Bit Company reserves the right to replace the domain's homepage with an expiry notice and, at its discretion, where the domain is maintained with the competent Registration Authority through Bit Company's services, to renew its maintenance for one or more years without changing the existing registration details. In that case, all services associated with the domain will nevertheless be deactivated (including, without limitation, hosting, email and any additional services), and the homepage will be replaced by a web page containing advertising. The Customer may regain availability of the domain and related services in the manner and on the contractual terms published in the relevant section at <http://www.Bitcompany.it/>, by paying for the services they wish to activate and an amount equal to the annual Service price for each year Bit Company maintained the domain registration after expiry. Without that payment, the Customer cannot regain availability of the Service. The contract will have the term selected when ordering, but the first year will in any event equal the remaining period until the domain expires with the Registration Authority. The Customer retains the right to request cancellation of the domain registration at any time by expressly notifying Bit Company I.S.P - Shadas Pvt. Ltd. Italia, Via Cesarea 6, 27029 Vigevano (PV), by registered letter with acknowledgement of receipt or certified email (PEC) to: shadas@pecserver.it with a copy of an identity document and all documentation required to cancel the domain with the Registration Authority attached.
4. If the Customer transfers a domain name registered and/or maintained with the competent Registration Authority through Bit Company's services to another Provider/Registrar before the Service expires, the Contract shall end when the transfer procedure is completed if that occurs before expiry; otherwise, it ends on the originally agreed date. The associated services cannot remain in place without an active registration; moving or transferring the registration ends entitlement to every associated service. Any refund by Bit Company for the period in which the Customer did not use the Service is expressly excluded.
5. When the contractual relationship ends for any reason (including, without limitation, expiry, withdrawal, termination or transfer of the domain name to another Provider/Registrar), the Customer and Bit Company will be released from their mutual obligations, the Service will be deactivated and access disabled, so it will no longer be possible to access or use it. The Customer is therefore expressly required, before the contract expires and at their own

expense and responsibility, to copy onto appropriate media any data and/or content placed on the servers, including the contents of mailboxes associated with the domain, as Bit Company does not guarantee recovery after expiry and assumes no liability in that regard. In all cases, the Customer undertakes to indemnify and hold Bit Company harmless from any liability and/or damages claims connected with deactivation of the Service and any partial or total loss of data, information and content stored, at expiry, on the website corresponding to the domain concerned.

6. Bit Company reserves the right to refuse, make inaccessible or suspend any service it sells in the event of arrears, including arrears relating to another service.

Service characteristics

1. The domain registration Service offered by Bit Company is identified by the type selected by the Customer when ordering, with the technical and financial specifications stated on the official website. The Service consists of: a) carrying out the procedures required to register, maintain and/or transfer the domain name specified by the Customer with the Italian or foreign Registration Authority competent for the chosen extension, together with any other or additional services specifically selected in the order; or b), for .gov.it domain names, providing web space on Bit Company servers and any additional services within the available solutions described in the relevant section of the official website. This service type may be ordered and/or supplied only for and at the request of a Public Administration where the relevant conditions are met. The Customer acknowledges and accepts that expiry of the Service is determined under Article 5 above; it is therefore independent of, and may precede, expiry of the associated domain registration.
2. The Service also includes the bandwidth needed for website visibility; the Customer agrees that, because bandwidth is shared among users, continuous bandwidth use or network congestion may result in limitations and slowdowns. All procedures governing the specific conditions under which a domain name may or may not be assigned or particular services activated are described on the official websites of the competent Registration Authorities. By accepting these General Conditions, the Customer declares that they have read and accept those procedures, which are incorporated by reference in full.
3. For Bit Company services that include domain name registration with the competent Registration Authority, the Customer acknowledges and accepts that:
 - a) Bit Company registers domain names strictly in the chronological order in which requests are received, provided they are accompanied by confirmation of payment of the service cost, issued by the party designated as competent to perform that operation, and the documentation required for registration;
 - b) Bit Company undertakes an obligation of means, not of result; success of a registration request therefore depends on acceptance by the Registration Authority competent for the chosen extension;
 - c) domain names shown as available on checking may in fact be undergoing registration for third parties but not yet entered in the competent Registration Authority's databases; the Customer therefore indemnifies Bit Company against any liability and/or damages claim arising from those circumstances;
 - d) Bit Company cannot be held liable for syntactic and/or semantic errors in data supplied by the Customer;
 - e) Bit Company is not responsible for and cannot undertake resolution of disputes and/or objections concerning allocation of a domain name. Such matters fall within the jurisdiction of the courts and/or other authorities identified

by the competent Registration Authority's policy and are subject to the relevant procedures, whose outcome cannot in any way be attributed to Bit Company, which is accordingly released from liability. Bit Company is likewise not responsible for changes made by the competent Authority to registration procedures or Naming rules;

f) registration of a domain name does not confer any right to that name, and Bit Company is not required to know of or check for any rights (including, without limitation, copyright, authors' rights, trademarks, etc.) in a domain name whose registration or transfer the Customer requests. The Customer indemnifies Bit Company against any involvement and/or liability in that regard.

4. Within 15 (fifteen) days of Service activation, the Customer must check the accuracy of their data in the database of the Authority competent for the chosen extension. If no objection is raised within that period, those data will be regarded as correct.
5. The Customer acknowledges and accepts that successful activation, renewal and other Service requests (including, without limitation, domain registration and/or renewal, changes to associated data or to data associated with the Service generally), and activation of any Additional Services, require compliance with the procedures described in the relevant sections of <http://www.bitcompany.it>. The Customer declares that they have read and accept those procedures, incorporated by reference in full, which vary according to the domain extension and the operation requested. Only timely and correct fulfilment of those requirements enables Bit Company to carry out the request. Without the specified documentation, Bit Company cannot perform the requested operations and must pause the procedure until all correct documentation is received. If the procedure requires cooperation from the competent Registration Authority, Bit Company will forward the request to it. If the operation fails, Bit Company reserves the right, where technically possible, solely in the Customer's interest and without assuming any obligation, to make three further submission attempts. If these also fail without acceptance, the documentation will be deemed expired and the Customer must, if still interested, restart the procedure and pay the relevant price again. The Customer acknowledges and accepts that no claim may be made against Bit Company for failure to complete the procedure successfully for reasons not attributable to Bit Company (including, without limitation, failure to submit the required documentation). Unless otherwise agreed by contract, if 12 (twelve) months elapse from the request date with the conditions blocking the procedure unchanged, the procedure will be deemed expired and Bit Company will retain and collect any amount paid, as provided in Article 3.5 above. To stop the procedure, supplement or amend a submitted request, the Customer must send Bit Company a signed request together with a copy of a valid identity document.
6. The Customer acknowledges and accepts that Bit Company's domain registration, hosting and standard email services do not include backups and/or retention or saving of copies of data and/or materials placed by the Customer on the internet and/or in any web space made available, or messages stored in or passing through mailboxes created by the Customer and associated with the Service (backup is available only on express contractual request). The Customer must therefore periodically back up and/or copy those data to suitable media at their own expense and responsibility. The Customer must independently create and retain off-site a backup of data entered and processed through the Service, even if they have purchased Bit Company's Additional backup Service for the same data. Although backup reduces the risk of data loss and makes copies easier to obtain, backups may still be incomplete and/or missing. In that event, the Customer acknowledges and accepts that Bit Company's sole undertaking is to pay twice the fee paid for the backup service as damages, that no further claim for damages, indemnity or otherwise may be made, and releases Bit Company from liability for total or partial data loss from any cause.

Rules incorporated in points 8 onwards

Service conversion

1. For hosting, the Customer may request conversion of the activated Service within the available solutions permitted by Bit Company's infrastructure, which the Customer declares they have reviewed and accepted. Before requesting conversion, the Customer must at their own expense and responsibility make an appropriate copy and/or backup and/or save any backup copies made available by Bit Company through the relevant Additional Service of the data and materials processed through the Service to be converted. After conversion, the backups supplied through the Additional Service will no longer be available because they relate to a Service that has been converted. The Customer therefore releases Bit Company from liability for total or partial data loss from any cause and acknowledges and accepts that no claim for damages, indemnity or otherwise may be made against Bit Company.

Additional Services

1. When requesting Service activation or renewal, or afterwards, the Customer may purchase one or more Additional Services listed in the relevant sections of <http://www.bitcompany.it> by submitting an appropriate online order (or using another electronic means) and paying the price. The Customer acknowledges and accepts that Additional Services are provided in the manner, on the terms and with the technical and financial specifications shown in their dedicated sections of <http://www.bitcompany.it>, which the Customer declares they have read and accepted and which are incorporated by reference in full. Regardless of when activated, these Services have the same expiry date as the main Service with which they are associated.

Service operation

1. Services, including additional ones, will normally be available 24 (twenty-four) hours a day; however, the Customer acknowledges and accepts that Bit Company may suspend and/or interrupt them for routine or extraordinary maintenance that is appropriate and/or necessary at data centre premises or on servers and/or equipment within them. In such cases, Bit Company undertakes to perform the work as quickly as possible and restore Services

promptly to minimise inconvenience. The Customer acknowledges and accepts that no indemnity, refund or damages may be claimed for the period in which the Services could not be used.

2. The Customer acknowledges and accepts that Bit Company does not guarantee that the ordered Services will be perfectly suited to particular purposes or to the Customer's needs. All express or implied warranties are expressly excluded to the extent permitted by current law. Neither Bit Company nor any of its licensees, employees, associates or agents guarantees suitability of the contracted services for any specific function. Bit Company and anyone involved in creating and supplying the services cannot be held liable for any direct or indirect damage connected with their use or with suspension and/or interruption of their operation. Furthermore, because of the particular structure of the network, involving many entities, no guarantee of continuous Service availability can be given.
3. Service support is provided in the manner stated in the relevant section at <http://www.bitcompany.it>. The Customer undertakes to report Service irregularities or faults immediately and in any event within 24 (twenty-four) elapsed hours. Any damage caused by delayed notification will be considered the Customer's responsibility.

Service changes and changes to offer conditions

1. The Customer acknowledges and accepts that the Services covered by this contract use continually evolving technology. Bit Company therefore reserves the right to change the Service's technical features and offer conditions at any time without notice where required by technological developments and supply and/or organisational needs. Contracts entered into before those changes will nevertheless be accepted and honoured in full on the agreed terms.
2. If Bit Company changes these General Conditions, the changes will be communicated by email or publication in the relevant section at <http://www.bitcompany.it>. They take effect 30 (thirty) days after notification. During that period, the Customer may withdraw by written notice sent by registered post to Bit Company I.S.P. - Shadas Pvt. Ltd. Italia, Via Cesarea 6, 27029 Vigevano (PV). If the Customer does not withdraw within that time and in that manner, the changes will be deemed definitively known and accepted.
3. Bit Company reserves the right, at its sole discretion, to change its system's functionality and structure. Bit Company cannot be held liable for any direct or indirect damage resulting from activation and/or interruption of the Service or any additional services.

Assignment of the Contract

1. The Customer may not assign all or part of the Contract or the resulting rights and/or obligations to third parties without Bit Company's prior written consent. The Customer hereby consents, under Article 1407 of the Italian Civil Code, to assignment of the Contract by Bit Company to third parties. Assignment takes effect towards the Customer upon written notice and will not reduce the safeguards, rights or financial conditions granted to the Customer; mandatory statutory rights of consumer Customers remain unaffected.

Industrial and/or intellectual property rights

1. Bit Company authorises the Customer to view and download material available at <http://www.bitcompany.it> solely for personal, non-commercial use, as Bit Company exclusively owns all Italian and international intellectual and industrial property rights of every kind. The Customer is prohibited from using material on the website for purposes other than those specified.
2. Any material subject to third-party intellectual and/or industrial property rights and made available through the Service must be used in compliance with those rights. The Customer assumes all related responsibility and undertakes to indemnify and hold Bit Company harmless from any adverse consequence arising from use that does not comply with the above provisions.
3. If the Customer infringes Bit Company's and/or third parties' industrial or intellectual property rights, Bit Company reserves the right to terminate the contract under Article 19 below.

Customer data

1. The Customer undertakes to provide Bit Company with the personal data needed for full and proper performance of the contract and guarantees, under their sole personal responsibility, that those data are accurate, up to date and truthful and establish their true identity. The Customer must promptly notify Bit Company of changes, in any event within 15 (fifteen) days, using the methods stated at <http://www.BitCompany.it>, and must at any time on request provide adequate proof of identity, domicile or residence and, where relevant, authority as legal representative of the legal entity requesting or holding the Service. Bit Company may request further documents to substantiate changes. If the Customer fails to provide the notice or requested documents, or supplies data that are false, outdated or incomplete, or that Bit Company has reason at its sole discretion to believe are so, Bit Company reserves the right to: a) refuse requested Service operations; b) suspend services immediately, without notice and indefinitely; c) cancel and/or stop without notice operations to change Service data; d) terminate the contract under Article 19 below, retaining amounts paid as a penalty. Bit Company retains its right to compensation for greater damage, and the Customer may not claim a refund, indemnity and/or damages for the period in which the Service was not used.

2. The Customer acknowledges and accepts that domain name registration entails entry of their personal data in a publicly accessible register held by the Registration Authority competent for the chosen extension.

Customer obligations, prohibitions and liability

1. The Customer must obtain, at their own expense and responsibility, all equipment needed to access and use the Service (including, without limitation, telephone, data transmission and processing equipment and software). Equipment and accessories must comply with European standards, be in perfect working order and not interfere with or damage the Service or anything else. Responsibility for use of that equipment and the Service rests solely with the Customer, who agrees to hold Bit Company harmless from resulting costs, charges, damage or compensation. Bit Company provides no guarantee of compatibility between the Customer's hardware and software and the Service; all related checks are solely the Customer's responsibility.
2. Use of Additional Services and applications supplied by Bit Company and potentially installed by the Customer, where the ordered Service profile permits installation, is entirely the Customer's responsibility. In particular, the Customer acknowledges and accepts that: a) applications made available by Bit Company may be incompatible with applications already installed and/or unsuitable for the intended purpose; the Customer releases Bit Company from liability in this respect; b) responsibility for selection, use and any incompatibility of those applications remains exclusively with the Customer, who releases Bit Company from related liability.
3. By requesting registration of a domain name, the Customer declares that they are entitled to use and/or legally control it and that the request and/or selected name do not infringe third-party rights and/or interests. The Customer assumes exclusive responsibility for all consequences and for ownership, use, management and content of the domain, indemnifying Bit Company against any liability alleged by anyone as a consequence of providing the associated service. The Customer must use the Service in accordance with these General Conditions, the official website, law, current regulations, third-party rights, morality and public policy. The Customer acknowledges and accepts that Bit Company is not responsible for information published by the Customer on the internet through its Services and is not liable for any damage suffered by the Customer, Bit Company itself and/or third parties, directly or indirectly, as a consequence of using the services.
4. By way of example and without limitation, the Customer undertakes to:
 - a) use the Service in compliance with Bit Company's or third parties' intellectual and/or industrial property rights and ensure that any material placed on the internet, including through Bit Company's services, is lawfully and fully at their disposal, does not conflict with mandatory rules and does not infringe copyright, trademarks, patents or other rights of third parties or Bit Company protected by law or contract. Copyright-protected material may be placed online only where the Customer has obtained usage rights from the actual copyright holder and credits the source;
 - b) not use, or allow third parties directly or indirectly to use, the Service in breach of current law, morality and/or public policy, to disturb public or private peace, cause offence or direct or indirect harm to anyone, including themselves (for example, web space must not contain diallers or material or extracts involving paedophilia or racist or fanatical advocacy; pornographic material may be included only in compliance with applicable rules, for example in dedicated restricted areas accessible solely to adults using a password issued by the website owner after carefully verifying the applicant's adulthood), or otherwise directly or indirectly breach or cause breaches of Italian

law or harm Bit Company's image and trademarks in any manner;

- c)** keep domain management credentials (login and password) strictly confidential and not transfer them to third parties, remaining responsible to Bit Company and third parties for their safekeeping, and change the access password at least every three months, indemnifying and holding Bit Company harmless from liability for proceedings, losses or damages (including legal costs and fees) suffered by anyone as a result of failure to comply with the rules on retention, changing and safekeeping of those passwords;
- d)** use web space provided by Bit Company or associates solely to publish the relevant website, not as a repository merely storing their own or third parties' files and/or material, or making them downloadable/viewable from other sites not directly connected with the registered website for which the space was purchased;
- e)** not use Bit Company's service to breach or attempt to breach Bit Company's or third parties' computer systems and/or network security or the confidentiality of private messages, or to damage others' resources or cause direct or indirect harm to anyone (including through pirated software, cracks, key generators, serials, cyberattacks of any kind including DDoS attacks, viruses or other harmful components);
- f)** not participate through Bit Company's service in attempts to breach Bit Company's or third parties' computer systems or network security that may give rise to civil and/or criminal liability;
- g)** not access third parties' systems, networks and/or information without explicit authorisation through scanning/probing, vulnerability tests or attempts to defeat security or authentication measures;
- h)** not create dangerous or unstable conditions or other technical problems through programming activities and/or usage methods that affect the quality of their own or other customers' service and cause harm to those customers, Bit Company and/or third parties;
- i)** not use the Services to offer, promote or make accessible games with cash winnings, betting, prediction contests or other activities requiring a concession, authorisation or licence without holding every approval required by applicable law. On request, the Customer must provide suitable evidence of those requirements; Bit Company may suspend the Service until the requested documentation is supplied;
- l)** not use the provided services to make textual or graphic information harmful to Bit Company's image available to the public;
- m)** not engage in spamming or equivalent activities (for a definition, see Set of Guidelines for Mass Unsolicited Mailings and Postings, <ftp://ftp.nic.it/rfc/rfc2635.txt>), or introduce, upload or send programs such as viruses or Trojan horses, or transmit or distribute material containing viruses or other code, files or programs designed to compromise, interrupt, destroy or limit operation of Bit Company's and/or third parties' networks, software, hardware or telecommunications systems;
- n)** not engage in phishing or equivalent unlawful activities aimed at obtaining users' personal data or other confidential information (including access codes, passwords and user IDs);
- o)** not use prohibited applications and/or scripts. If Bit Company finds that applications and/or scripts, including ones not on the above list, cause server malfunctions (for example corrupted databases or databases not following standard best practices), Bit Company reserves the right to take the most appropriate action to stop the malfunction;
- p)** not store sensitive and/or judicial data on the website where a service with web space has been purchased;
- q)** take responsibility for protecting the data entered where a service with web space has been purchased;
- r)** treat, and require any employees or associates to treat, as confidential every item of data and/or information received, learned or handled for or because of provision of the Service;
- s)** not publish websites containing news publications and not regard or identify Bit Company as publisher and/or printer without its respective prior written consents, where a service with web space has been purchased;
- t)** use the Services in compliance with applicable law and principles of proper network use. For each registered domain name, the Customer also undertakes to comply with current policies, rules and dispute resolution procedures established by the Registry competent for the extension, including, where applicable, the [ICANN UDRP](#) and the [legal provisions of the .it Registry](#);

5. If even one of the above obligations is breached or allegedly breached, Bit Company may intervene in whatever form and manner it considers appropriate to eliminate, where possible, the breach or alleged breach and its effects, and may suspend and/or interrupt and/or disable access immediately without notice. It also reserves the right to terminate the contract under Article 19 below and retain amounts paid as a penalty, without prejudice to compensation for greater damage. The Customer acknowledges and accepts that no refund, indemnity or damages may be claimed for measures Bit Company considers appropriate. In all cases, the Customer assumes responsibility for those breaches and undertakes to indemnify and hold Bit Company harmless from adverse consequences and all losses, damages, liabilities, costs, charges and expenses, including legal expenses, incurred or suffered because of failure to meet obligations and guarantees accepted under these General Conditions, or otherwise connected with placing information on the internet through Bit Company's Service, including damages claimed by third parties on any grounds.
6. In a third-party dispute concerning the registered domain name, website content and/or associated mailboxes, the Customer acknowledges and accepts that Bit Company may suspend the service and/or disable access and/or remove all or part of the disputed material pending resolution. Any refund, indemnity or liability for non-use during suspension and/or removal of material is expressly excluded. If, as expiry approaches, Bit Company has not been formally informed of final resolution, it may at its discretion and solely as a courtesy, without assuming any obligation towards the Customer or interested third parties, renew the domain registration with the competent Authority for one or more years while keeping previous measures in place. Following final resolution, the legitimate domain assignee must pay Bit Company for renewals made during the dispute, even if the service was not used. Without payment, Bit Company will not revoke its measures and the Customer cannot regain availability of the Service. If Bit Company chooses not to renew the domain during the dispute, the Service will be permanently deactivated. Bit Company cannot be held liable for non-use resulting from measures, including suspension, taken following the dispute. If the Customer starts a Provider/Registrar change during suspension, Bit Company disclaims any related liability: its dispute measures concern the Services it supplies and the Customer associates with the domain, not registration with the competent Authority. They therefore cannot prevent the current assignee from disposing of the domain, for example by transferring it to another Registrar. Such operations are monitored and managed by the new Registrar, not Bit Company.

Cases of Service suspension and/or interruption

1. In addition to the cases specified elsewhere in these General Conditions, Bit Company may suspend and/or interrupt the Service at any time without notice: a) if, at its sole discretion, it has reason to believe the Customer has breached Articles 7 and 15; b) for network or service equipment failures caused by unforeseen events or force majeure, or technically indispensable changes and/or maintenance that cannot be planned or foreseen; c) for failures or malfunctions of machinery or software belonging to Bit Company or its suppliers, actions or inaction by suppliers, or Customer-owned equipment; d) for justified security and/or confidentiality reasons; e) for faults and/or malfunctions endangering the network and/or people; f) if the Customer uses defective or unapproved equipment, or equipment with faults that may damage network integrity, disrupt Services or endanger people. Bit Company may request technically or operationally necessary modifications/replacements. If the Customer fails to act, Bit Company will charge the cost of replacement or repair performed; g) for Customer arrears, even unrelated to the Service concerned.

2. The Customer acknowledges and accepts that in all the above cases, and whenever the Service is suspended and/or interrupted, including for reasons not attributable to Bit Company, Bit Company is not liable to the Customer or anyone else for unavailability. It does not guarantee service continuity or integrity of data stored or sent through its system and/or the internet. The Customer therefore acknowledges and accepts that no damages, refund or indemnity may be claimed for the suspension or interruption and releases Bit Company from liability.

Limitations of Bit Company's liability

1. The Customer acknowledges that placing information in the space and its resulting dissemination over the internet through Bit Company's servers are entirely at their own risk. The internet is not controlled by Bit Company and, because of its particular structure, no public or private entity, including Bit Company, can guarantee or monitor performance and operation of its branches or control the content of information transmitted through its network. The Customer therefore acknowledges and accepts that Bit Company cannot be held liable for transmission or receipt of illegal information of any kind. The Customer agrees to indemnify Bit Company against third-party liability claims concerning the Customer's breaches of national or international law and must bear all resulting costs, damages and charges, including legal expenses, and inform Bit Company if such a claim is brought against them.
2. Bit Company provides no guarantee to the Customer or third parties that the Service will be perfectly suited to particular purposes. It cannot be held liable where supplying the Service with the precise characteristics requested depends on a third party.
3. Releasing Bit Company from related liability, the Customer acknowledges and accepts that: a) services supplied in cooperation with other national or international infrastructures are subject to boundaries and rules set by their operators, the laws of the countries hosting them and relevant international law; b) technical interruptions caused by machinery or software failures belonging to Bit Company or its suppliers remain possible; c) the nature of internet services, involving many entities, prevents guarantees of constant availability, worldwide access to every web space, transmission and receipt of information, delivery and receipt of email, or its privacy and confidentiality; d) actual internet speed depends on network congestion and the quality of the access network and Customer's installation, so Bit Company cannot guarantee achievement of nominal speed; e) use of services towards internet nodes not managed by Bit Company is subject to each operator's limitations and responsibilities and must comply with host-country laws, relevant international laws and the usage rules of the networks and nodes concerned.
4. Bit Company undertakes to ensure the best possible system operation but assumes no liability towards Customers or third parties for delays, malfunctions, suspension and/or interruption caused by matters beyond its responsibility, including: a) unforeseen events, disasters and force majeure; b) third-party acts, such as unauthorised publication of texts entered by the Customer in public or private messaging areas; c) malfunctioning or non-compliant connection equipment obtained or used by the Customer; d) tampering or work on services or equipment by the Customer or third parties not authorised by Bit Company; e) incorrect use or use contrary to these General Conditions or the relevant instructions at <http://www.bitcompany.it>, or other Customer non-performance; f) machinery or software failures belonging to Bit Company or its suppliers. In these cases, Bit Company is not liable for any actual or future loss, damage or injury suffered by the Customer and/or third parties, whether direct or indirect, foreseeable or unforeseeable, including economic/financial losses, lost business, revenue, profits and/or

goodwill. The Customer acknowledges and accepts that no damages, indemnity, refund or other payment may be claimed.

Confidentiality

1. Bit Company and the Customer mutually undertake to treat as confidential all data and information learned or handled in connection with activities performed to deliver Bit Company's Service.

Express termination clause

1. This contract terminates by operation of law under Article 1456 of the Italian Civil Code if the Customer:
 - a) assigns all or part of the contract to third parties without following Bit Company's procedures;
 - b) has previously failed or currently fails to fulfil obligations towards Bit Company on any grounds, including for services other than those covered by this contract;
 - c) fails to pay the requested fee where the service has meanwhile been activated, including by derogation from Article 4;
 - d) acts or presents themselves as Bit Company's agent;
 - e) has been declared insolvent or admitted to or subjected to insolvency proceedings;
 - f) uses the services differently from what was communicated to or authorised by Bit Company;
 - g) breaches Articles 14 and 15 of these General Conditions.

In the above cases, termination takes effect by operation of law through Bit Company's unilateral declaration, sent by registered letter with acknowledgement of receipt or certified email (PEC) to one of the Customer's contact addresses supplied when ordering. Bit Company may then stop providing the Service without further notice. The Customer acknowledges and accepts that amounts paid will be retained as a penalty, without prejudice to compensation for greater damage, and that no refund, indemnity and/or damages may be claimed for the period in which the Service was not used. This termination operates without prejudice to other grounds for termination and other statutory remedies, including actions for damages suffered by Bit Company.

Withdrawal

1. As a general rule, early cancellation by the Customer is excluded except for the right of withdrawal expressly stated in paragraph 2 below. If the Customer unlawfully cancels, withdraws from or terminates the contract, Bit Company is authorised to retain amounts paid as a penalty, without prejudice to compensation for greater damage.
2. A Customer qualifying as a “consumer”, meaning under Article 3 of Legislative Decree 206/2005 (“Consumer Code”) a natural person acting for purposes outside their business or professional activity, may withdraw in the manner specified in Article 22 below. The Customer acknowledges and accepts that, under Legislative Decree 206/2005 and Law 40/2007, this right is granted only to Customers qualifying as consumers.
3. Bit Company reserves the right to withdraw at any time without giving reasons, by written notice to the Customer at least 15 (fifteen) days in advance through registered letter with acknowledgement of receipt or certified email (PEC), except in cases of force majeure where it reserves the right to withdraw with immediate effect. After that period, unless already suspended under Article 15, Bit Company may at any time deactivate, disable, make inaccessible or otherwise render unusable the website and/or associated mailboxes. The Customer must copy content placed in their space, as Bit Company does not guarantee recovery after the notice period. Upon withdrawal, Bit Company must refund only the portion of the Service price corresponding to unused days until the Contract’s next natural expiry. Any other refund, indemnity, damages or liability for exercising withdrawal and/or the Customer’s non-use during the remaining period is expressly excluded.

Bit Company electronic register {LOG}

1. The Customer expressly acknowledges and accepts the existence of a Connection Register (LOG — electronic traffic data), compiled and retained by Bit Company within the time limits and in the manner required by law. This register constitutes full and incontrovertible evidence of the Customer’s actions and events in relation to Bit Company and/or third parties; it is strictly confidential and may be shown and/or supplied only at the request of parties expressly designated by law. Bit Company takes all technical and organisational measures necessary to ensure confidentiality of connection logs. The Customer also acknowledges and accepts that Bit Company may retain access logs (FTP LOG, SQL LOG, etc.) generated when accessing the domain management panel for a period equal to or longer than the contractual relationship.
2. Notices under Articles 52, 53, 64 et seq. and 5 of Legislative Decree 206/2005 and Article 7 of Legislative Decree 70/2003. Under Articles 52, 53 and 64 et seq. of Legislative Decree 206/2005, the Customer acknowledges that:
 - a)** the Service provider is Shadas Pvt. Ltd. Italia, operating through the Bit Company trademark, with registered office at Via Cesarea 6, 27029 Vigevano (PV);
 - b)** if qualifying as a consumer under Article 3 of Legislative Decree 206/2005 (“Consumer Code”), namely a natural person acting outside any business or professional activity, or a consumer/user association whose exclusive statutory purpose is protecting consumers’ or users’ rights and interests, they may withdraw at any time without penalty or reasons by written notice sent by registered letter with acknowledgement of receipt to Shadas Pvt. Ltd. Italia, Via Cesarea 6, 27029 Vigevano (PV). Notice may also be sent by email, telegram, telex or fax if confirmed by registered letter with acknowledgement of receipt within the following 48 hours. Withdrawal takes effect 30 (thirty) days after Bit Company receives notice, and Bit Company will deactivate the Service. If the Customer also requests repayment for unused days until the relationship’s next natural expiry, Bit Company will refund that amount

excluding costs incurred and/or to be incurred (including, without limitation, domain registration costs with the competent Registration Authority and activation of licences used for additional services), in accordance with Article 1(3) of Law 40/2007. The Customer acknowledges and accepts that, under Legislative Decree 206/2005 and Law 40/2007, this right is granted only to consumers and does not apply where the Customer acts and concludes the contract for business or professional purposes;

c) complaints may be sent to Bit Company's registered office;

d) any support available for individual services will be indicated at www.bitcompany.it.

Final provisions and communications

1. This Contract cancels and replaces any previous understanding between Bit Company and the Customer on the same subject and constitutes their entire agreement on it. No amendment, addition or clause added to the contract is valid or effective between the Parties unless specifically and expressly approved in writing by both.
2. The relationships established by these General Conditions cannot be construed as agency, representation, collaboration, association or other similar or equivalent contracts.
3. Customer breaches or conduct inconsistent with these Conditions shall never be considered exceptions to them or tacit acceptance of non-performance, even if Bit Company does not contest them. Any failure by Bit Company to exercise or enforce a contractual right or clause does not constitute waiver.
4. Bit Company may send all communications concerning this contractual relationship by hand, certified or ordinary email, registered letter with acknowledgement of receipt, ordinary post or fax to the details supplied when ordering, and they will accordingly be deemed known to the Customer. Changes to Customer addresses not notified to Bit Company cannot be asserted against it. All communications the Customer wishes to send about this contract must be sent to the contact details at <http://www.BitCompany.it>.
5. Total or partial ineffectiveness and/or invalidity of one or more clauses does not invalidate the others, which remain fully valid and effective.
6. For matters not expressly provided for in these General Conditions, the Parties expressly refer, insofar as compatible, to laws in force when the contract is formed.
7. Complaints concerning supply of the ordered Service must be sent to Bit Company or Shadas Pvt. Ltd. Italia, Via Cesarea 6, 27029 Vigevano (PV), by registered letter with acknowledgement of receipt no later than 48 (forty-eight) hours after the disruption occurs. Bit Company will examine the complaint and provide a written response within 60 (sixty) days of receipt. For particularly complex matters preventing a complete response within that period, Bit Company will inform the Customer of progress within the same time limit.
8. For all matters not covered by these General Conditions, express reference is made to statutory provisions.

Jurisdiction

1. The courts of Milan have exclusive jurisdiction over any dispute concerning interpretation, performance and termination of the Contract, except where the Customer entered into it as a Consumer for purposes outside their business or professional activity. In that case, the courts of the Customer's residence or domicile have exclusive jurisdiction if located in Italy.

Clauses requiring specific approval

In contracts with parties other than consumers, clauses requiring specific approval under Articles 1341 and 1342 of the Italian Civil Code are effective only if separately approved in writing in the order form or contract. The mandatory statutory rights of consumer Customers remain unaffected.

Finally, all software created by Bit Company, including for third parties, is and remains its intellectual property. Modification, downloading onto media other than the original, tampering with or updating any script or compiled program produced by Bit Company is prohibited without its written authorisation.

Personal data processing

Personal data processed in connection with formation and performance of the contract are handled in compliance with Regulation (EU) 2016/679 and applicable national legislation.

Information about processing, data subject rights and the controller's contact details is available in Bit Company's [Privacy Notice](#) , which the Customer is invited to consult before ordering.

These Conditions are accepted in the manner specified in the order form or contract. Where the law requires separate specific approval, it must be obtained in the manner indicated in the order form or contract.