



## General Conditions of Contract for Trust Services of Qualified Electronic Signature and Electronic Time Stamp

### Given that:

- the Trust Services object of this agreement are based on Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 and subsequent amendments and additions, and, where applicable, by the Italian legislation of the sector (Legislative Decree 7 March 2005, No. 82 - Code of Digital Administration and subsequent amendments and additions, Prime Ministerial Decree of February 22, 2013 and subsequent amendments, and further legal and regulatory provisions pertaining to the matter);
- The Certification Practice Statement (CPS), the Certificates Policy (CP) and the PKI Disclosure Statement (PDS) of Lombardia Informatica S.p.A. constitute an integral and substantial part of this CONTRACT. This documentation is made available for consultation at <https://www.lispa.it/CA/CPS> in the "Documentation" section.

In the light of the above, below are terms and conditions of the qualified electronic signature services and time stamp service (CONDITIONS).

### Article 1 Stakeholders of Trust Services

In the field of TRUST SERVICES there are the following stakeholders:

- LOMBARDIA INFORMATICA S.p.A: The Trust Services Provider of Qualified Electronic Signature and Electronic Time Stamp;
- TRUST SERVICES: Qualified Electronic Signature and Electronic Time Stamp services that meet the relevant requirements set out in Regulation (EU) No. 910/2014. These services consist in the creation, verification and validation of electronic signatures, electronic time stamps and certificates related to these services;
- SUBJECT or SUBSCRIBER: the natural person who requires the TRUST SERVICES to LOMBARDIA INFORMATICA S.p.A;
- THIRD INTERESTED PART: the natural or legal person whose consent is necessary to authorize the SUBJECT to request the TRUST SERVICES to LOMBARDIA INFORMATICA S.p.A. and that, where appropriate, may specify the existence of powers of representation or other qualifications relating to the professional activity or positions held by the SUBJECT within his or her own competence;
- RELYING PARTY: the natural or legal person that relies upon the TRUST SERVICES.

### Article 2 Acronyms and Definitions

- Certification Authority (CA): the natural or legal person who provides certification trust services (creation and assignment of electronic certificates) and other related services (for example, certificate life cycle management).
- Time Stamp Authority (TSA): the natural or legal person who provides time stamp services (for example, issuing time stamps).
- Certificates Database or Directory Service (DS): electronic archive complying with the ITU-T X.500 standard where the CA publishes the electronic certificates issued and the list of certificates revoked or suspended. It's a public service that provides the possibility of having 'on-line' available, via the ldap or http protocol, of the information necessary for checking the validity of electronic certificates pursuant to art. 24, paragraph 2, letter k of the Regulation (EU) no. 910/2014.
- Certificate Revocation List (CRL): signed list in ITU-T X.509 standard format, of the electronic certificates which are revoked or suspended, and which are no longer considered valid by the issuing authority.
- Certification Practice Statement (CPS) and Time-Stamping Authority Practice Statement (TSA-PS): statements of the practices which, respectively, a Certification Authority (CA) and a Time-Stamping Authority (TSA) employs in issuing, managing, revoking, and renewing or re-keying certificates and in issuing and managing time stamps.
- Certificate for authentication and encryption: electronic attestation that connects a natural person to other electronic data used as authentication or encryption methods.



- Certificate for electronic signature: electronic attestation which links electronic signature validation data to a natural person and confirms at least the name or the pseudonym of that person.
- Qualified certificate for electronic signature: a certificate for electronic signatures, that is issued by a qualified trust service provider and meets the requirements laid down in Annex I of Regulation (EU) No 910/2014.
- Private Key: in the cryptography with asymmetric keys, it's the private element of the key pair through which the SUBJECT applies the electronic signature on electronic documents.
- Public Key: in cryptography with asymmetric keys, it's the public element of the key pair through which the SUBJECT identity is verified during the electronic signatures validation procedures.
- Suspension/Emergency Code: secret code assigned to the SUBJECT by the CA and useful for identification him/her during the suspension procedure of his or her own certificates.
- Electronic Document: any content stored in electronic form, in particular text or sound, visual or audiovisual recording.
- Trusted List: signed list, established, maintained and published by the Supervisory Body of each Member State, which contains information on the Qualified Trust Service Providers for which the Member State is responsible, together with information on the Qualified Trust Services provided by them.
- Electronic signature: data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign.
- Advanced electronic signature: an electronic signature which meets the requirements set out in Article 26 of Regulation (EU) No 910/2014.
- Qualified electronic signature: an advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a qualified certificate for electronic signatures.
- Conformity Assessment Body: a body defined in point 13 of Article 2 of Regulation (EC) No 765/2008, which is accredited in accordance with that Regulation as competent to carry out conformity assessment of a qualified trust service provider and the qualified trust services it provides.
- Supervisory body: body defined in Article 17 of Regulation (EU) No 910/2014, which is responsible for supervisory tasks on qualified trust service providers.
- Certificates Policy: document, or set of documents, which defines the characteristics and reliability of certificates corresponding to the policy identifier. The purpose of the document is providing to the RELYING PARTIES the information necessary to verify the suitability of the certificates used in a given application.
- Registration Authority (RA): office responsible for identifying and registering the SUBJECT, issuing qualified electronic signature creation device, and sending requests to the CA of revocation, suspension and reactivation of the SUBJECT's electronic certificates.
- PKI Disclosure Statement (PDS): document to support users in the retrieval of all necessary information for the verification of the operational procedures and security policies adopted by the Trust Service Provider in the provision of Certification services.
- Time Stamp: data in electronic form which binds other electronic data to a particular time establishing evidence that these data existed at that time.

### **Article 3 Conformity Statement of Qualified Trust Services**

The qualified electronic signature trust service, provided by Lombardia Informatica, is certified "Qualified", and compliant with the practices declared in the its own Certification Practice Statement, by the Italian Supervisory Body "AgID" according to the "eIDAS scheme" (Regulation (EU) No. 2014/910).

### **Article 4 Obligations of the TRUST SERVICES PROVIDER**

LOMBARDIA INFORMATICA S.p.A. provides the TRUST SERVICES offered in accordance with the provisions of current legislation, with the methods indicated in the its own Certification Practice Statement (CPS), Certificates Policy (CP) and according to this CONTRACT.

In particular, LOMBARDIA INFORMATICA S.p.A., in carrying out its business, assumes the following obligations:

- sticking to the applicable technical specifications, rules and procedures relating to the specified level of guarantee set out in the European Commission's Implementing Decisions and Regulations on Trust Services pursuant to Regulation (EU) no. 910/2014;



- identifying with certainty the SUBJECT who requests the trust services of Qualified Electronic Signature and Electronic Time Stamp;
- informing to the subject, before signing this CONTRACT, about his or her commitments made under the use of the required qualified certificate for electronic signature;
- encuring the univocal correspondence between public keys and the SUBJECT;
- to verify that the public keys that must be certified have not already been certified in its own domain;
- to issue the qualified certificate for electronic signature and notifying that to the SUBJECT;
- to guarantee the correctness of the information contained in the qualified certificate for electronic signature in relation to the information provided by the SUBJECT himself;
- to specify in the qualified certificate for electronic signature, at the request of the SUBJECT and with the consent of the THIRD INTERESTED PART, the existence of powers of representation or other qualifications relating to the professional activity or positions held, after to verifying the existence of the requirements' evidence;
- not to copy, nor keep, the private keys of the SUBJECT;
- promptly proceeding with the revocation / suspension of the qualified certificate for electronic signature of the SUBJECT at the request of the SUBJECT himself or the THIRD INTERESTED PART, in case of the loss of the possession of the private key by the SUBJECT or at the request by the authorities for proven causes limiting the capacity of the SUBJECT or for suspected abuses and falsifications;
- to notify the SUBJECT of the revocation or suspension of the qualified certificate for electronic signature if these occur at the initiative of LOMBARDIA INFORMATICA S.p.A. or at the request of the THIRD INTERESTED PART;
- to guarantee a prompt update of the CRLs in case of compromise of the private keys of the SUBJECT;
- to guarantee the interoperability of the software for the validation of qualified electronic signatures as defined in art. 32 of the Regulation (EU) n. 910/2014 and subsequent amendments and additions and in Implementing Decision (EU) no. 1506/2015 and subsequent amendments and additions;
- to use reliable systems for the management of the certificates database in such a way as to ensure that only authorized persons can make additions and changes, that the authenticity of the information is verifiable, that the certificates are accessible to public consultation only in the cases allowed by the SUBJECT and its operators can detect any event that compromises the security requirements. Some relevant elements of the certificates' information can be made accessible to RELYING PARTIES, upon request;
- to maintain and to make accessible by electronic means a copy of the Trusted List signed by AgID pursuant to art. 22, paragraph 1 of Regulation (EU) no. 910/2014 and subsequent amendments and additions;
- to maintain and to make accessible electronically a copy of this CONTRACT in order to allow consultation of it to all interested parties;
- giving notice to the SUBJECT and to AgID, with an advance notification of at least sixty (60) days earlier, in the event of termination of its activity;
- to protect its own certification private keys with the necessary security criteria;
- to comply with the minimum security measures laid down in the processing of personal data pursuant to the Annex B (technical specification concerning minimum security measures) of the Italian Legislative Decree no. 196/2003.
- to keep logs of security-relevant events for at least 20 years from the registration date of the single event.
- keep the CONTRACT, signed by the SUBJECT with his or her qualified electronic signature, for at least 20 years, registering the subscription date and ensuring its integrity and legibility over time.

LOMBARDIA INFORMATICA S.p.A. reserves the right to modify the technical specifications of TRUST SERVICES provision on the basis of technological and/or regulatory developments, making them known through the publication of its Certification Practice Statement (CPS) and the Certificates Policy (CP) on the site <https://www.lispa.it/CA/CPS> inside the "Documentation" section. If such modifications are relevant, the SUBJECT will be informed of this and will have the right to withdraw from the present CONTRACT.

#### **Article 5 Obligations of the SUBJECT**

In accordance with Regulation (EU) no. 910/2014, and subsequent amendments and additions, and under the applicable national legislation (Italian Legislative Decree of March 7, 2005, No. 82 - Code of Digital



Administration and subsequent amendments and additions), with the acceptance of the provisions of the present CONTRACT, the SUBJECT assumes the following obligations:

- to keep and manage with the utmost diligence his or her own qualified electronic signature creation device (smart cards), in order to guarantee the confidentiality and integrity of the private key contained in it;
- keep the personal access codes of device (PIN and PUK) in a different place from the device;
- to change the temporary PIN codes of your device;
- to communicate accurate and truthful information in relation to his or her own personal data during the procedures of identification and registration to Trust Services of Qualified Electronic Signature and Electronic Time Stamp;
- to inform LOMBARDIA INFORMATICA S.p.A. any change in the information provided during the procedures of identification and registration (at the Registration Authority of reference, where applicable, or by sending communication through the means made available by LOMBARDIA INFORMATICA S.p.A. - see Article 12);
- to verify the correctness of the information contained in the qualified certificate for electronic signature issued by LOMBARDIA INFORMATICA S.p.A.;
- to inform LOMBARDIA INFORMATICA S.p.A. (at the Registration Authority of reference, where applicable, or by sending communication through the means made available by LOMBARDIA INFORMATICA S.p.A. - see Article 12) in case of termination of use of the requested TRUST SERVICES (where provided for, see Article 6);
- to immediately cease using the qualified certificate for electronic signature, and the private key associated with it, when there is no longer any correspondence between the data of the SUBJECT with those indicated in the certificate, or in the case of compromise of the private key or certificate's suspension/revocation;
- to promptly request the revocation or suspension of his or her own qualified certificate for electronic signature when occurred one of the conditions listed in the Article 6 "Reasons for revocation and suspension of certificates", in particular in cases of theft, loss or suspected compromise of the qualified electronic signature creation device, according to the procedures defined in the Certification Practice Statement of LOMBARDIA INFORMATICA SpA;
- to preserve with utmost diligence the userid, password and suspension/emergency code received during the registration procedures in order to avoid the knowledge of these by other;
- to use the personal private key and the corresponding qualified certificate for electronic signature in full compliance with the operations provided for the usages of the certificate and under the conditions laid down in this CONTRACT, in the Certification Practice Statement and in the Certificates Policy of LOMBARDIA INFORMATICA S.p.A.;
- to not use the TRUST SERVICES in unauthorized manner (including uses expressly prohibited in the Article 8 of this CONTRACT).

The SUBJECT have to carry out also the checks described in Article 9 "Information for RELYING PARTIES".

For anything not expressly wrote in this CONTRACT, the rules of the Italian Civil Code shall apply.

In case of theft or loss of the qualified electronic signature creation device, the SUBJECT have to immediately request the suspension or revocation of his or her own certificate through one of the procedures reported on the PKI Disclosure Statement available on <https://www.lispa.it/CA/PDS-EN>.

#### **Article 6 Reasons for revocation and suspension of certificates**

The conditions for which the SUBJECT or the THIRD INTERESTED PART have to request the suspension or revocation of the qualified certificates for electronic signature, are listed below:

- breach or compromise of the SUBJECT's private key; a private key is compromised when its confidentiality or its level of reliability has failed;
- theft or loss of the qualified electronic signature creation device;
- malfunction of the qualified electronic signature creation device;
- theft, or suspected theft, of the qualified electronic signature creation device's PUK code;



- there is no longer correspondence between the data of the SUBJECT and those indicated on qualified certificate for electronic signature;
- for termination of the service for which the SUBJECT had requested the qualified certificate for electronic signature. This clause shall not apply to social-health workers belonging to the Healthcare Information System of Regione Lombardia where, even if they have ceased the service or the agreement with their Health Authority, they intend to continue operating within the Health Service Regional. In these circumstances, for reasons of cost containment and for the rationalization of operating procedures, the SUBJECT may avoid to require the revocation of his or her qualified certificate. The Third Interested party is exempted from the obligation to proceed with the revocation request, unless there are serious reasons;
- by request of LOMBARDIA INFORMATICA S.p.A. or the THIRD INTERESTED PARTY which comes to know of a substantial failure to comply with the present CONTRACT by the SUBJECT.

#### **Article 7 Duration of certificates suspension**

The suspension of qualified certificates for electronic signature has a maximum duration of 90 days. At the end of this time, if the SUBJECT does not require the certificate reactivation, LOMBARDIA INFORMATICA S.p.A. proceed to automatic revocation informing the SUBJECT by e-mail or mobile number indicated during the registration.

#### **Article 8 Duration and Limitations on the TRUST SERVICES' use**

This contract has a duration equal to the validity of the requested qualified certificate for the electronic signature. When the certificate expires or is revoked, the contract automatically ceases within the limits established by current legislation.

Since there is no procedure for requesting the renewal of certificates, if the SUBJECT intends to continue to use the TRUST SERVICES beyond the contractual deadline, he will have to carry out a new registration and activation procedure as reported in the Certification Practice Statement of LOMBARDIA INFORMATICA S.p.A.

In the context of the qualified electronic signature trust service, it is forbidden for anyone to use the certificates for purposes other than those provided for in the Certification Practice Statement of LOMBARDIA INFORMATICA S.p.A. and by current legislation.

Similarly, it is forbidden for anyone to access the certificates database for purposes other than its consultation. Non-compliance with of such prohibitions will be punished with sanctions provided for by law. In the context of the electronic time stamp trust service, it is forbidden to use personal credentials to implement automated access to the service by applications.

#### **Article 9 Information for RELYING PARTIES**

Relying parties must check the validity of TRUST SERVICES certificates according to the methods described in par. 8.12 of the Certification Practice Statement of Lombardia Informatica S.p.A.

Furthermore, anyone who want to access to the certificates database to verify the validity of certificates must:

- carefully check the contents of the certificate relating to the public key;
- use appropriate technical means to allow correct consultation of the certificate database;
- verify and use the certificates and related information only for the purposes for which the certificates are issued.

#### **Article 10 Contract changes ongoing**

LOMBARDIA INFORMATICA S.p.A. reserves the right to make changes to the technical specifications of the TRUST SERVICES listed in the Certification Practice Statement (CPS), in the Certificates Policy (CP) and in the PKI Disclosure Statement (PDS) due to technical, legislative and managerial needs, which will be effective towards the SUBJECT after 30 days from the communication sent through one of the means indicated in the following Article 12 (Communications).

The changes may become modifications of the present CONTRACT. The SUBJECT who doesn't accept the contract changes may withdraw at any time from the present contract with immediate effect, through one of the procedure described in the following article 11 (Rights of withdrawal).



### **Article 11 Rights of withdrawal**

The SUBJECT may withdraw from the contract at any time, requesting the revocation of the certificates according to the procedures described in the Certification Practice Statement (CPS) of LOMBARDIA INFORMATICA S.p.A. From the date of withdrawal from the CONTRACT, the SUBJECT must no longer use the qualified electronic signature creation device provided to him and must no longer use the software application for creation, verification and validation of electronic signatures and time stamps provided by LOMBARDIA INFORMATICA S.p.A., whose license is subordinate to the validity of this CONTRACT. Finally the SUBJECT must no longer use their personal credentials to access the electronic time stamp service.

### **Article 12 Communications**

For any information concerning the present CONTRACT, the SUBJECT may write to the legal address of LOMBARDIA INFORMATICA S.p.A. indicating as recipient '*Certification Authority Service*', or send an e-mail to [ca@lispaspa.it](mailto:ca@lispaspa.it) or to [ca@pec.lispaspa.it](mailto:ca@pec.lispaspa.it) (this last one is an e-mail address of an electronic registered delivery service).

For communications from the LOMBARDIA INFORMATICA S.p.A. the email address indicated by the SUBJECT during the registration phase to the services will be used.

For any problem related to the services or to obtain information, a support service is available to the user. The contacts and the opening hours of the assistance service are published and made available on the website [www.lispaspa.it/CA/FirmaDigitale](http://www.lispaspa.it/CA/FirmaDigitale) within the "*Riferimenti Assistenza Tecnica*" section.

### **Article 13 Termination of the contract**

This CONTRACT will cease automatically, with consequent interruption of service, in case of revocation of the qualified certificate for electronic signature, as regulated in the Certification Practice Statement (CPS) of LOMBARDIA INFORMATICA S.p.A.

In particular LOMBARDIA INFORMATICA S.p.A. has the right, pursuant to art. 1456 of the Italian Civil Code, to terminate the present contract, revoking the issued qualified certificate for electronic signature, if the SUBJECT has failed to meet one of the obligations detailed in art. 5 (Obligations of the subject) of this AGREEMENT or if the representation powers or other titles / positions, held and declared by subject in the THIRD INTERESTED PARTY, has been falsified or if there aren't any more the conditions for the existence of these representation powers / titles / positions.

In all the above cases, LOMBARDIA INFORMATICA S.p.A. will suspend the provision of TRUST SERVICES as a precautionary measure.

The provisions established in this article will be communicated to the SUBJECT with the means stated to in the previous art. 12 (Communications).

### **Article 14 Termination of the provision of the TRUST SERVICES**

Where LOMBARDIA INFORMATICA S.p.A. should cease to provide one or more of its TRUST SERVICES, this event will be promptly communicated, with an advance notice of at least 60 (sixty) days, to the SUBJECT, to the Agency for Digital Italy (AgID) having the role of body supervisory authority pursuant to art. 17 of the Regulation (EU) n. 910/2014, as well as to any other stakeholders who are legitimate to become aware of this event, on the basis of a specific provision of law or agreement with LOMBARDIA INFORMATICA S.p.A.

LOMBARDIA INFORMATICA S.p.A., in compliance with the current provisions of the law and in order to guarantee continuity of services, will therefore provide to

- revoke the authorizations to all Registration Authorities (RAs) to proceed with other activations of the trust services (Qualified Electronic Signature Service and Electronic Time Stamp Service) on behalf of LOMBARDIA INFORMATICA S.p.A.
- keep and manage all the information necessary for the proper functioning of the services, covered by this AGREEMENT, for the period of time prescribed by the current legislation in this area, fulfilling the obligations and responsibilities established in this AGREEMENT by also transferring them to another Qualified Trust Service Provider who has the reliability and security requirements at least equal to those of LOMBARDIA INFORMATICA S.p.A.



- destroy, or make unusable, all private keys, and any backup copies, kept and managed by LOMBARDIA INFORMATICA S.p.A. so that these can no longer be recovered and used by others;
- transfer, where possible, the provision of trust services, covered by this CONTRACT, to another Qualified Trust Service Provider that has the requirements of reliability and security at least equal to those of LOMBARDIA INFORMATICA S.p.A.

#### **Article 15 Warranties and indemnities**

LOMBARDIA INFORMATICA S.p.A. has stipulated an insurance contract to cover the risks of the activity and of the damages caused to third parties, whose text has been verified and accepted by the Supervisory Body.

Lombardia Informatica S.p.A. assumes the responsibilities provided for in Regulation (EU) no. 910/2014 for providers of qualified electronic signature and electronic time stamp services.

#### **Article 16 Limitation of Liability of LOMBARDIA INFORMATICA S.p.A.**

LOMBARDIA INFORMATICA S.p.A. is responsible to the subjects for the fulfillment of all obligations arising from carrying out of the activities provided for in Regulation (EU) n. 910/2014 of the European Parliament and of the Council of 23 July 2014 and subsequent amendments and additions and provided for in the Italian legislation, where applicable (Legislative Decree 7 March 2005, No. 82 - Code of Digital Administration, DPCM 22 February 2013 and subsequent amendments and additions, Legislative Decree no. 196/2003, and further legal and regulatory provisions pertaining in matter).

LOMBARDIA INFORMATICA S.p.A. is also liable to any person relying on the TRUST SERVICES provided by it, within the limits of the applicable legislation. However the existence and validity of the certificates relating to these services do not exempt the SUBJECT and the RELYING PARTY from carrying out any other appropriate verification according to the criteria of prudence, also in relation to the importance, economic or otherwise, of the interests involved.

LOMBARDIA INFORMATICA S.p.A. will not be in any way responsible, nor will be held to any form of indemnity or compensation, in relation to what is indicated below:

- damages of any kind, direct or indirect, prejudices or failures, suffered by anyone because of acts of the Public Authority, fortuitous events, force majeure or because of other causes not attributable to LOMBARDIA INFORMATICA S.p.A. (such as, but not limited to, failure of networks operation, equipment or instruments of a technical nature outside the scope of LOMBARDIA INFORMATICA S.p.A, interruptions in the supply of electricity, earthquakes, explosions, fires), excluding cases of willful misconduct or serious negligence;
- damages of any nature, direct or indirect, or prejudices, suffered by anyone because of the violation of obligations from the SUBJECT or RELYING PARTIES or THIRD INTERESTED PARTS or those who access the database of certificates for the validation of electronic signatures and electronic time stamps, pursuant to the Certification Practice Statement (CPS) and the Certificates Policy (CP) of LOMBARDIA INFORMATICA S.p.A. and to the applicable law provisions, or because of events deriving from uses not allowed of the TRUST SERVICES (including the uses expressly prohibited under Article 8 of this AGREEMENT), or because of illegal activities;
- damages of any kind, direct or indirect, or prejudices suffered by anyone because of the incorrect use of identification codes (userid and password) by the SUBJECT;
- damages of any kind, direct or indirect, or prejudices suffered by anyone because of delays, interruptions, errors or malfunctions of the TRUST SERVICES not attributable to LOMBARDIA INFORMATICA S.p.A. or deriving from the wrong use of the TRUST SERVICES by the SUBJECT.

LOMBARDIA INFORMATICA S.p.A. does not assume any obligation, warranty or liability other than those arising from this AGREEMENT, from those stated in the Certification Practice Statement (CPS), in the Certificates Policy and the current law in matters.

Any liability is however excluded when LOMBARDIA INFORMATICA S.p.A. proves to have acted without fault, and in the cases provided for in article 13 of Regulation (EU) no. 910/2014 and in the Italian law applicable regard to issues concerning national jurisdiction.



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**Article 17 Refund policies**

Lombardia Informatica operates as an in-house company for the Public Administration of the Regione Lombardia and, according to the mandatory national regulatory provisions, it can not exercise the role of provider towards third parties. Therefore, refund policies are not applicable.

**Article 18 Act of reporting in case of non-fulfillment by the SUBJECT**

In case of failure by the SUBJECT to comply with the obligations under art. 5 (obligations of the subject), LOMBARDIA INFORMATICA S.p.A. will point out the violation to the competent Authorities.

**Article 19 Reference to the Certification Practice Statement, PKI Disclosure Statement and Certificates Policy**

For what is not expressly stated in the previous articles on activities and obligations, please refer to the Certification Practice Statement (CPS), the PKI Disclosure Statement (PDS) and the Certificates Policy of LOMBARDIA INFORMATICA S.p.A., which are an integral and substantial part of this AGREEMENT. All the documentation listed above is available for consultation at <https://www.lispa.it/CA/CPS> in the "*Documentazione*" section.

**Article 20 Applicable law and place of jurisdiction**

This AGREEMENT is governed by Italian law, which the parties expressly designate as the law applicable to the whole CONTRACT. For any dispute concerning the execution, interpretation, or other issue arising from the present CONTRACT, the Court of Milan (Italy) will have exclusive jurisdiction.





## **TRUST SERVICES OF QUALIFIED ELECTRONIC SIGNATURE AND ELECTRONIC TIME STAMP INFORMATION PROVIDED TO THE DATA SUBJECT REGARD TO THE PROCESSING OF PERSONAL DATA**

Pursuant to art. 13 of EU Regulation 2016/679 (General Data Protection Regulation – in the following "GDPR") and in compliance with the Italian legislation in force, this document provides information regarding the processing of data personnel carried out in the supply of trust services of Qualified Electronic Signature and Electronic Time Stamp by Lombardia Informatica S.p.A.

### **1. Purpose of the processing**

The processing of personal data requested or acquired by Lombardia Informatica S.p.A., is exclusively aimed to carrying out the activities necessary for the activation of trust services of Qualified Electronic Signature, on a secure device for the creation of qualified electronic signatures, and of Electronic Time Stamp and other related services, as well as for the fulfillment of any obligations provided in the law, regulations or Community legislation.

The provision of personal data is optional, unless required by specific regulations.

Any refusal to provide data implies the impossibility of stipulating or executing the contract for the provision of the above mentioned trust services.

The data provided will be processed in order to provide the service, to perform assistance and support activities, to fulfill any obligations required by law, regulations or community legislation and manage any complaints or disputes.

Personal data are not subject to disclosure.

### **2. Methods of processing**

The processing of personal data may be carried out on paper and / or with the aid of electronic or automated means and may consist of any operation or set of operations between those indicated in art. 4, paragraph 1 letter a) of the Italian Legislative Decree of 30 June 2003, n. 196;

Lombardia Informatica S.p.A. is obliged by law to

- a. keep logs of security-relevant events for 20 years from the registration date of the individual event;
- b. keep the CONTRACT electronically signed with a qualified electronic signature by the SUBJECT for 20 years, registering the date of subscription and ensuring its integrity and legibility over time.

Consequently, personal data related to these events and the contract must be kept for 20 years.

The processing of personal data is in any case carried out in such a way as to guarantee its security and confidentiality.

### **3. Data controller**

The Data Controller is Lombardia Informatica S.p.A., located in Torquato Taramelli street, n° 26 – postcode 20124 - Milan (Italy). Within Lombardia Informatica S.p.A. personal data are processed by personnel appointed as "Data Processor".

### **4. Categories of third parties to whom the data could be communicated**

The personal data may be communicated, for the same purposes referred to in point 1), to the other active Trust Service Providers, present in the Trusted List signed by the Italian Supervisory body (AgID), referred to art. 22, paragraph 1 of Regulation (EU) no. 910/2014 and subsequent amendments and additions, or to AgID itself in the event of termination of Lombardia Informatica S.p.A. activity and for the only purpose of ensuring the continuity of trust services.

Excluding any processing for purposes other than those specified in point 1) directly and technically connected to the provision of trust services, personal data may be disclosed to the following parties:

- a. to Public Administrations pursuant to the law;
- b. to the Judicial Authority upon its precise request.

For the same purposes referred to in point 1) personal data may be transferred outside the national territory under the conditions and with the guarantees referred to in the GDPR.



**5. Right of access to personal data and other rights pursuant to in arts. 15 et seq. of the GDPR**

The article 15 of the GDPR grants to the Data Subject the exercise of specific rights, including:

- a. to obtain at any time from the Data Controller the confirmation of the existence or otherwise of his or her own personal data and asking for them in an intelligible form;
- b. to have knowledge of the origin of the data, as well as the logic and the purposes on which their treatment is based;
- c. to obtain, where possible, the erasure, transformation into anonymous form or blocking of data processed in violation of the law, as well as updating, rectification or, if he or she is interested, integration of data;
- d. to oppose, for legitimate reasons, to the processing.

The Data Subject may contact the Data Controller at any time, without formal obligations, to assert his or her rights as provided for in Articles 15 and the following of the GDPR, where applicable.

For any information and for the exercise of the aforementioned rights, the Data Subject may write to the Data Controller via ordinary mail or via e-mail at the contact address of the Data Protection Officer [rpd@lispa.it](mailto:rpd@lispa.it) indicating in the subject field '*Certification Authority Service*'.

Furthermore, the Data Subject has the right to lodge a complaint to the Italian Guarantor for the protection of personal data by following the procedures indicated on <http://www.garanteprivacy.it>

This document is updated on May 25, 2018 and could be subject to further variations.