

SPECIAL CONDITIONS OF WEB HOSTING SERVICE

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1. Introduction and Object

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

1.2 The subject of this Contract is the Shared Web Hosting service provided by VirtSYS IT (hereinafter referred to as the "Service"). Any additional services beyond those specified in the offer may be provided only upon feasibility assessment, upon specific request by the Client, and subject to mutually agreed conditions, terms, and fees.

2. Description of the Service

2.1 VirtSYS IT provides the Client with various Service solutions, each with different configurations and features, which are described and accessible online on the VirtSYS IT website.

2.2 The Client agrees to thoroughly review the different Service solutions and options and remains solely responsible for choosing the configuration(s) that meet their specific needs, without any entitlement to VirtSYS IT. By signing this contract, the Client accepts the characteristics of the individual purchased packages.

2.3 Furthermore, due to the inherent nature of internet services, involving multiple entities, the Client acknowledges that no guarantee can be given regarding the constant availability of the service. The Client hereby releases VirtSYS IT from any liability in case of unavailability of websites worldwide or the inability to transmit or receive information due to any cause. The Client acknowledges and accepts that the use of services provided in collaboration with other infrastructures (national and international) is subject to the limitations imposed by the operators of such services, as well as the laws of the countries hosting those services and international laws in the matter. The assigned IP address to the client may not necessarily be Italian but could be located in another facility within the European Union. The processing of data will be managed in accordance with the applicable GDPR regulations.

2.4 Regarding the guarantee of service availability, please refer to the provisions stated in the General Conditions regarding the published characteristics on the VirtSYS IT website.

3. Service Activation

3.1 Upon activation of the Service in accordance with the procedures indicated in the General Conditions, VirtSYS IT provides the initial login credentials for the use of the Service. The Client acknowledges that these credentials are not intended for permanent use and agrees to change them as soon as possible, in compliance with best practices regarding security and confidentiality of authentication methods. The Client remains solely responsible for the security, availability, and confidentiality of the credentials.

4. Obligations of the Parties and Limitations of Liability

4.1 The Client acknowledges that they understand that the Service, and therefore the resources they utilize, are shared with other users. The Client agrees to use the Service reasonably, considering its characteristics, and in a manner that does not cause harm to VirtSYS IT, its clients, and/or third parties. In such cases, VirtSYS IT reserves the right to impose any necessary limitations on the Service to safeguard its rights, clients, and/or third parties, including suspension without any obligation to provide prior notice. Furthermore, VirtSYS IT reserves the right to terminate the Contract due to non-compliance and seek compensation for any damages incurred, in addition to requiring payment for any additional traffic. In the event of limitations, suspension, or termination of the Service for these reasons, the Client will not be entitled to any reimbursement for prepaid amounts.

4.2 VirtSYS IT reserves the exclusive right to determine whether a user's traffic is considered problematic on a specific server. In particular, VirtSYS IT reserves the right to monitor the performance and resource consumption of the website. If the load is excessively high compared to normal usage, at the discretion of the technical staff, VirtSYS IT reserves the right to propose an alternative solution to the client. If the client does not accept the proposed solution, VirtSYS IT may suspend the service and subsequently terminate the contract with a 7-day notice period.

5. Log Registry

5.1 The Client expressly acknowledges and agrees to the existence of the Connection Log Registry (LOG - data relating to telematic traffic), compiled and stored by VirtSYS IT in accordance with the law. The aforementioned registry constitutes full and incontrovertible evidence of the actions and deeds performed by the Client in relation to VirtSYS IT and/or third parties. It has absolute confidentiality and may only be exhibited and/or provided upon request by the competent authorities. VirtSYS IT adopts all necessary technical and organizational measures to ensure the confidentiality of the connection logs.

5.2 The Client further acknowledges and agrees that VirtSYS IT reserves the right to retain access logs (known as FTP logs) when the Client accesses the service management panel, for a period of time equal to or longer than the duration of the contractual relationship.

6. Use of Dynamic Components, Scripts, and Executables

6.1 VirtSYS IT provides hosting services that allow the use of CGI scripts, PHP, SQL, and other executable programs. However, in order to ensure the quality of its services, VirtSYS IT reserves the right to suspend their execution if they could cause problems, damages, or slowdowns to the overall functioning of its systems and services.

6.2 VirtSYS IT undertakes to inform the Client before proceeding with such suspension in a collaborative manner. However, VirtSYS IT reserves the right to suspend the Client's scripts without notice if they pose an imminent danger to other clients or if they excessively utilize system resources.

6.3 The use of the Service in a manner inconsistent with the preceding points may render the operation of the website on VirtSYS IT's shared hosting platform incompatible. The Client acknowledges and accepts that such non-compliant use may result in a total or partial suspension of the Service, without prior notice, in order to ensure an acceptable quality of service for all VirtSYS IT clients.

6.4 The Client agrees to take the necessary measures to prevent the interaction between the scripts of the Client's website and the configuration of the Service or the hardware. In the event of a failure to comply with this obligation, VirtSYS IT reserves the right to suspend the Service without notice and to terminate the Contract immediately and without prejudice to VirtSYS IT's right to claim damages.

6.5 The Client also agrees to use the scripts reasonably. The reasonableness of script usage on a shared hosting platform is assessed based on the criteria for the usage of the Client's website as indicated below and the description of the Service on the VirtSYS IT website:

- Daily traffic.
- Number of web requests per day (HTML, PHP, CGI, JPG, GIF, and others).
- CPU usage on the server.
- RAM usage.
- Access to SQL server is limited by the number of simultaneous requests.

The Client agrees to establish short connections and close them after use, and if requested, to communicate the reasons for script usage.

If necessary, the Client will be required to provide the specific reason for using the scripts.