QBOXMAIL

General Conditions regarding the services provided by Qboxmail

Document updated as at 17 March 2020.

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Articles

1. Subject and Definitions

These General Conditions (hereinafter "Contract") are aimed at governing relations between the Qboxmail (hereinafter "Qboxmail") company with registered office in Via Pollative 111/o, 59100 Prato (PO) Italy and VAT no. 02338120971, the Clients and their Users for the services it provides. Any reference in these General Conditions to a paragraph and/or article, must be interpreted as a direct reference to a paragraph or paragraph relating to the General Conditions themselves.

All the definitions and conditions in this article, even if reported in the singular form, have full value also in the plural form and vice versa.

E-MAIL ACCOUNT
Logical space, linked to an e-mail address, made available to the Client by Qboxmail where the e-mail messages received or sent by the service Users are contained, the access to which, is guaranteed by a username and password.

ELECTRONIC MAIL ARCHIVING
Archiving of an e-mail communication in the E-mail Account of a User who uses the space made available by Qboxmail to its Clients as a result of this Contract.

E-MAIL ARCHIVE

Optional service that can be activated for E-mail Accounts, for archiving all messages sent and received, via Qboxmail servers, with unlimited space and a maximum torage time of 10 years.

BLACKLIST AND WHITELIST
Lists of e-mail addresses to be considered as unreliable (Blacklist) or reliable (Whitelist).

CLIENT
The contracting party with Qboxmail, user of a service assigned to them.

DOMAIN
Name of a valid internet domain, registered through a supplier, assigned to the Client or for which the Client is authorised to manage it.

E-MAIL/ELECTRONIC MAIL
The acronym of *Electronic Mail*, it is a service through which different subjects can send or receive written messages through SMTP, POP3, IMAP, Exchange ActiveSync Internet protocols, or future evolutions.

E-MAIL CLIENT
Software used to receive, send, forward and archive emails, compatible with SMTP, POP3, IMAP, Exchange ActiveSync Internet protocols, or future evolutions.
WORKING DAY

From Monday to Friday, from 9:00 am to 6:00 pm UTC / GMT +1 hour, excluding Italian national holidays.

HELP DESK
Technical assistance service for the Services provided via the Internet in the ways indicated on the www.qboxmail.it website in the specific section dedicated to the topic.

MAIL SERVER
Computer hardware and software systems for receiving, sending and archiving e-mail services.

ROLES
Users, identified by the Client and uniquely provided by the latter with a username and password, that can manage all or some E-mail Accounts and the functions to which the Client has expressly authorised them by giving them mandates.

E-MAIL MESSAGE
E-mail communication consisting of header, content and any attachments in accordance with RFC2882 and RFC822 internet standards.

USERNAME AND PASSWORD
Credentials to access the Qboxmail Services chosen by the same Client during activation. The access credentials must not be offensive, detrimental to the dignity of others, to public order or common morals.

ORDER
Document sent by Qboxmail to the Client at the time of signing the Contract, containing the summary of the Qboxmail services required for their activation, renewal or reactivation, as well as the related agreed amounts.

QUARANTINE
The e-mail archive named Quarantine contains e-mails that have been identified as Spam by the Qboxmail Antispam system.

E-MAIL ACCOUNT QUOTA
E-mail Account size expressed in Bytes or in its multiples.

RESELLERS
All Clients that purchase the Service to mainly provide it to third parties. For the purposes of accessing prices and services reserved for them, the title of Reseller is subject to prior approval by Qboxmail

SERVICE
The service that is clarified, sold and provided as a result of this Contract by Qboxmail to its Clients through the Internet in the ways described on the www.qboxmail.it website in the specific section dedicated to the topic.

CONTROL PANEL
Tool to administrate the Services provided by Qboxmail and purchased by the Client, which is accessed through the username and password, by means of a Web interface, App or API.

USER
End user of one or more e-mail accounts made available to the Client by Qboxmail.

WEBMAIL
Tool to access the services provided by Qboxmail and purchased by the Client, accessible by users through the username and password, by means of a Web interface or App.

2. Client data

2.1 For the purpose of using the Service, the Client is required to communicate their personal, company and social data to Qboxmail in a truthful, correct and complete manner, assuming full responsibility for any damages resulting from their inaccuracy.

2.2 Only the Client will then be responsible for any damage caused to Qboxmail and/or to third parties as a result of the inaccuracy of the data communicated, with the commitment to indemnify Qboxmail from any third-party claim.

2.3 Qboxmail reserves the right not to activate, suspend and/or interrupt the Service at any time, should the data communicated by the Client be incorrect, false and/or incomplete.

3. Conditions governing the use of the services

3.1 These General Conditions (hereinafter "Contract") define the methods and conditions according to which Qboxmail provides the Client the Service, consisting of making available one or more E-mail Accounts and/or additional services indicated in the specific section of the sent Order.

3.2 A necessary condition to be able to use the Service and/or additional services, indicated in the specific section of the sent Order, is the acceptance of and compliance with this Contract by the Client.

3.3 The current General Conditions are published and can be checked at any time on the www.qboxmail.it website in the specific section dedicated to this topic in the specific section dedicated to the topic.

3.4 Qboxmail reserves the right to modify and/or update this Contract relating to the Services, by giving at least 30 days' notice via E-mail and by a notice on the www.qboxmail.it website in the specific section dedicated to the topic. After the notice period, the new modifications and/or updates to this Contract will be considered accepted and fully effective towards the Clients, without prejudice to their right to withdraw with immediate effect at any time, pursuant to the provisions of the following Article 31 (Right to reconsider and withdraw) of this Contract.

4. Fees and payments

4.1 The Service is provided by Qboxmail against payment according to the economic conditions as indicated in the Order

4.2 Clients are required to promptly pay the fee provided by one of the methods indicated on the www.qboxmail.it website in the appropriate section dedicated to the topic and compatible with the plan chosen by the Client during the Order.

4.3 Courtesy invoices and electronic invoices (the latter for Italian clients) will be sent when the amount indicated in the Order has been transferred both for activation and renewal of the Service.

4.4 In the event of whole or partial non-payment of the expected fee, Qboxmail may suspend the provision of the Service. If the Client does not make the payment within 15 days from the suspension, Qboxmail will have the right to terminate this Contract pursuant to Article 1456 of the Italian Civil Code, notwithstanding further legal remedies.

4.5 Qboxmail reserves the right to modify the economic conditions referred to at the time of signing this Contract and described on the www.qboxmail.it website in the specific section dedicated to the topic or agreed in writing with the client in the Order form, at any time. This change must take place in accordance with the conditions referred to in the previous Article 3 (Conditions governing the use of the services), without prejudice to the Client's right to withdraw from this Contract within 30 days from the change. It is understood that should the Client withdraw from this Contract before its natural deadline or deactivate the Service after being charged by Qboxmail for the amounts foreseen, the Client will not be able to request a refund of any amount. Furthermore, if the Client does not withdraw from this Contract within 30 days from the communication of the changes, these changes will be understood as accepted by the Client.

4.6 In relation to the purchase of particular services, also in promotion, different constraints may be foreseen concerning what is reported in this Contract, which will be described on the www.qboxmail.it website in the specific section dedicated to the topic or agreed in writing with the client.

5. General description of the Service provided by Qboxmail

5.1 The subject of this Contract is e-mail services (Service).

5.2 The Service allows sending, receiving and/or archiving of e-mail messages, through an Internet connection (the latter not included in the Service). Therefore, sending and

receiving can take place via E-mail client, purchased and configured independently by the Client and in any case not provided in the Service.

5.3 The Service includes a Webmail for sending, consulting and/or receiving e-mails, according to the "best effort" method (that is "best possible").

5.4 The Client declares to accept that the web and e-mail service, by its very nature, does not guarantee the reliability and certainty of reception offered by the specific certified e-mail (PEC) services.
In particular, since e-mail is a service that makes use of Internet networks, there is no mechanism capable of providing any guarantee relating to the general quality of the service. The loss of data may depend both on the internet access provider chosen by the Client and their Users, and on their distance from the control panel and on the quality of the cables and devices with which they are connected to the Internet.
The Client declares to know that a bad Internet connection of their Users could cause slowness problems due to an excessive transit and data processing time that could lead to partial or total loss of data.

5.5 The Client is given the opportunity to create one or more E-mail Accounts for the entire duration of the Service, in the quantities and with the characteristics specified in their Purchase Order, through the Control Panel.

6. Antispam and Antivirus

6.1 E-mail Accounts purchased with the Service include an Antispam and Antivirus system. These systems are active both on e-mails received and sent for the identification of potentially dangerous ones containing attachments or other code whose execution could cause damage to the User's systems or lead to the spread of undesired e-mails or information.

6.2 The Client declares to be aware that the algorithms used can fail to identify dangerous and/or undesired e-mails, or that they can identify as dangerous and/or undesired e-mails that were instead desired. Therefore, the Client and their Users will be responsible for provided themselves with additional adequate tools for the protection against viruses and other cyber threats in addition to the Antispam and Antivirus system provided by the Service.

6.3 The reference samples and algorithms used for the Antispam and Antivirus systems are defined and can be modified at the discretion of Qboxmail in order to improve the service and increase its security. The same algorithm and the same samples are used for all the e-mail messages received and sent by the Qboxmail Mail Server.

6.4 Through the tools made available by the Service, the Client can specify a list of e-mail addresses belonging to the Whitelist and Blacklist. Messages received from e-mail addresses belonging to the latter will not be processed by the Antispam, but only by DNSBL, SMTP rules and Antivirus. Whitelist and Blacklist base their functioning on the correspondence of the headers present in the messages received and in particular by analysing the "Return-Path" and "To" headers.

7. Quarantine

7.1 The Quarantine archive contains e-mails identified as suspect by the Antispam system.

7.2 Access to Quarantine can be made through Webmail or through E-mail client by connecting to the Spam folder via IMAP.

7.3 Quarantined e-mails may be read, deleted or moved to other folders. Moving e-mails from Quarantine to other folders of the E-mail Account takes place under the direct and exclusive responsibility of the Client or User. This move cancels protection from viruses or potentially dangerous content and the e-mail in this case can be read via Webmail or collected via E-mail client.

7.4 E-mails that are Quarantined for more than 30 calendar days are automatically and permanently deleted without notification or the possibility to retrieve them.

8. Maximum e-mail account capacity

8.1 When 100% of the maximum capacity of the E-mail Account Quota is nearly reached, the User will automatically receive a notice containing the notification of the imminent

nearing of the maximum capacity. The Client or User must carry out the necessary interventions to free space or increase the E-mail Account Quota.

8.2 All folders created by the Client or User via Webmail and/or their E-mail client in IMAP mode (including folders called Trash and Spam) contribute to reaching the E-mail Account Quota.

8.3 Qboxmail guarantees the Client, who carries out their own checks on whether or not the E-mail Account Quota has been reached, a monitoring system through the IMAP protocol and/or other tools made available by the Service. Qboxmail is not responsible for the failure to send or receive messages due to reaching the maximum capacity of the Quota, and/or for messages that are larger than the maximum size allowed.

9. Webmail

9.1 The Webmail system makes the basic functions of an E-mail Client directly available via web, according to the "best effort" method.

9.2 Qboxmail reserves the right to modify the Webmail functions and denomination at any time, communicating it to the Client however with at least 30 days' notice.

10. E-mail addresses and aliases

Each E-mail Account is associated with an e-mail address or one or more e-mail aliases in the form identificativo@nome-dominio.tld, according to the rules that are valid internationally for the definition of e-mail addresses and Service limits. The domain name can be chosen by the Client from the domains they own, or of which they can demonstrate they manage.

11. E-mail addresses and domains registered with third parties

11.1 The service provides the possibility to use e-mail addresses even in the presence of domain names registered with other suppliers, as long as all the E-mail Accounts associated with the Domain in question are managed through the Service. In this case, the third-party supplier must configure their DNS (Domain Name Server) so that the reference Mail Server is the one indicated by Qboxmail on the www.qboxmail.it website in the specific section dedicated to the topic.

11.2 It is the Client's responsibility to complete all the operations required for the third-party supplier to configure and maintain over time the functions needed for the Service to function properly. The Service does not include the assistance procedures required for the activation and proper functioning of this configuration.

11.3 The Client must, in a timely manner, remove from Qboxmail the domains for which the MX records no longer point to the servers indicated by Qboxmail on the www.qboxmail.it website in the appropriate section dedicated to the subject (meaning the e-mails are no longer managed by the Service), or when after 7 days from their insertion in Qboxmail the MX records have not yet been correctly pointed as indicated on the www.qboxmail.it website in the appropriate section dedicated to the subject. Qboxmail reserves the right to remove domains whose MX records have not pointed to the Service for more than 30 days as indicated on the www.qboxmail.it website in the appropriate section dedicated to the topic, independently, automatically and without notice, (and therefore permanently delete e-mail boxes and all their contents).

11.4 MX records are considered as pointing to the servers indicated by Qboxmail when their configuration is exactly the one indicated in the official Qboxmail documentation on the www.qboxmail.it website in the specific section dedicated to the topic. Each setting implemented by the Client and different to the on indicated in the documentation is considered as a "non-pointing" of the MX records to the servers indicated by Qboxmail.

11.5 In the event of a dispute between two or more Clients regarding the right to manage a Domain already present on Qboxmail, the Client with effective right to manage the Domain will be the one who proves to be the actual owner, or delegated to its management, after having carried out the Ownership Verification procedure once again.

12. Price plans

12.1 The price plans applied are reported on the www.qboxmail.it website in the specific section dedicated to the topic, at the time of the Order or agreed in writing with the Client.

12.2 Resellers are reserved a price on the price plan based on the actual number of E-mail Accounts active in their Control Panel. The Reseller is communicated about the minimum number of E-mail Accounts required to maintain the price assigned to them.

12.3 In the event that in the current calendar month the number of active E-mail Accounts falls below the minimum required threshold, to maintain the assigned price in force, a new price based on the actual number of E-mail Accounts active will be applied the following calendar month.

12.4 No adjustments or refunds are applied for payments received before the price on the price plan reserved for Resellers is approved.

13. Access to the service

13.1 To access the E-mail Accounts assigned to the Client via Webmail, E-mail Client, software or to access the Control Panel, a pair of identifiers is provided to the Client: Username and password assigned by Qboxmail upon activation.

13.2 The Client can change the Password assigned via Webmail or Control Panel and must do so, especially the first time the Service is used, to guarantee access security and confidentiality.

13.3 Should the Client forget their access password, they can ask Qboxmail to provide a new password by following the procedures indicated at that time by Qboxmail.

13.4 The Client and the Users have the sole responsibility of meticulously and safely conserving the identifiers received so that access to unauthorised third parties to the Control Panel, to the content of the E-mail Accounts and to the general Service is excluded. Qboxmail is thus released from any responsibility deriving from loss, theft or communication to third parties of the identifiers.

13.5 The Client undertakes to independently manage any authorisations for the request to modify the password by their Users.

13.6 For the compatibility and correct function of the Service, the Clients and Users are requested as a minimum essential requirement, to use operating systems, browsers, e-mail clients or other applications still supported by the same software manufacturer.

14. Service policy

The conditions of use of the Qboxmail service (Service Policy) for the Service, are drawn up to protect Qboxmail, its Clients and Users and the general Internet community, from irresponsible or, in some cases, illegal activities.

14.1 It is possible to send e-mails both by Webmail and by an authenticated SMTP server of the Service. Authentication by username and password is required to send e-mails. The number of e-mails that may be sent via Webmail or SMTP is limited and subjected to Antispam and Antivirus scanning, to prevent abuse of the service and maintain an adequate level of efficiency for all users; it also corresponds to the indications published on the www.qboxmail.it website in the special section dedicated to the topic.

14.2 Qboxmail reserves the right to modify the aforementioned parameters at any time, with notification to the Client at least 24 hours before the entry into force of the new limits of use without any provision of compensation for the Client.

14.3 Sending e-mails via Webmail or authenticated SMTP server is only allowed if the sender's domain (e-mail field "From"), is the same as the username used for authentication or another email alias or domain, belonging to the same Client and already active on Qboxmail.

14.4 Should the Client and/or their Users make use of the Service that may preclude its proper functioning (possibly also for the other clients), and/or that causes complaints from third parties, Qboxmail reserves the right to suspend or limit the use of the Service, without any provision of compensation for the Client.

14.5 E-mail and Domain Aliases are not subject to cost or limits. However, use of the Qboxmail Service is not allowed predominantly or for the sole purposes of sending e-mail messages, unless there is an agreement signed between Qboxmail and the Client. In the event of abuse, Qboxmail reserves the right to suspend the Service.

14.6 Any other use of the service, deemed incorrect or unlawful by Qboxmail, will result in the immediate blocking of the Client's account and the Service, even without prior notice. Qboxmail reserves the right to change the Service Policy at any time, by giving a notification on the www.qboxmail.it website in the appropriate section dedicated to the topic without any provision of compensation for the Client.

15. Control Panel

15.1 For E-mail Accounts associated to Domains for the exclusive use of the Client for the contractual duration of the Service, an E-mail Account management system (hereinafter named "Control Panel") is available, which allows the Client to independently carry out operations to manage the Service, under their direct and sole responsibility (and/or Roles delegated by them).

15.2 Qboxmail reserves the right to modify the interface and/or the functions of the Control Panel, without having to notify the Client. In the event the aforementioned right is exercised, please note that Qboxmail is not responsible for the failure or incorrect operation of any automatic software installed by the Client, of which the function is based on the features of the Control Panel interface.

15.3 The Client accepts to independently carry out the operations made available by the Control Panel, replacing Qboxmail and assumes the responsibility deriving from the operations carried out. It is up to the Client to assign the same responsibilities as desired to all other predicted Roles.

16. E-mail account migration

16.1 Through the Control Panel, the Service makes the possibility available for the Client to migrate the E-mail Accounts at the moment of creating a new Domain, and to migrate thee-mail messages present on another mail server with the E-mail Accounts present in Qboxmail.

16.2 E-mail Account migration is carried out by starting from a CSV file defined by Qboxmail and prepared by the client; it will be the Client's responsibility to verify the outcome at the end of the migration and possibly manually correct any omissions.

16.3 Migration may only be used if the E-mail Accounts that are still active on the other mail server, are accessible through a protocol compatible with the Service. Once the migration process is completed, the Client must verify the outcome and transfer manually, or independently save the email messages that have not been migrated automatically through backup. Qboxmail does not guarantee the outcome of the migration as its result may vary, based on the settings and limitations of the other mail server from which the emails are collected.

17. Removing messages from trash folders

Qboxmail Mail Servers remove from the trash folders (Trash), which are accessible from Webmail or IMAP, the emails for which 30 (thirty) calendar days have elapsed since the date of moving to the Trash folder.

18. Duties and responsibilities of Clients

18.1 Clients that use the Qboxmail Service are required to maintain conduct based on correctness, diligence and loyalty.

18.2 Clients are solely responsible for all activities implemented through the Qboxmail Service.

18.3 Specifically, Clients and Users undertake when using the Services, to comply with:
- this Contract;
- the rules of conduct that make up Netiquette
- the international Antispam rules;
- the applicable national and international laws;
- any special conditions relating to some specific additional services.

18.4 Clients are informed and have accepted that images, videos, messages, texts, photographs, sounds and more generally, any material or content transmitted to third parties through the Service falls under the sole responsibility of the Client, and more generally of the User from whom these contents originate.

18.5 The Client is aware of being solely responsible for the transmission and/or sending and/or dissemination and/or publication with which the contents are made accessible through the Service (such as, for example: texts, files, opinions, photographic, audio and video material, information etc.) to third parties, as well as conduct and interactions with other users and therefore, Qboxmail does not provide any expressed or implied guarantee regarding the legality, accuracy and reliability of the information and content transmitted by Users.

18.6 It is understood that Qboxmail cannot exercise any preventive control over the contents described above that are transmitted, disseminated and/or published through the Service, nor on the conduct implemented by the Clients.

18.7 At its unquestionable discretion and without notice, Qboxmail reserves the right to intervene on actions that breach the provisions of the Contract or which are offensive, illegal, harmful to the rights of others and/or which represent damage or violation of anyone's privacy or security. In the latter cases, the Client also acknowledges that Qboxmail may send a specific report to the competent Authorities, providing, on the request of the latter, the information in its possession that allows the identification of the Use, in order to allow the aforementioned Authorities to identify , prevent and repress illegal activities.

19. Conduct and activities prohibited to Clients and Users

19.1 In the event of Clients or Users violating one or more of the prohibited activities, Qboxmail may temporarily suspend or permanently terminate the offender's account and7or temporarily or permanently interrupt the provision of the Service.

19.2 Transmission, distribution or maintenance of any type of material that violates any applicable law or regulation. This includes, without limitation, copyrighted material, registered trademarks, trade secrets or other intellectual property used without legitimate authorisation, pornographic material, defamatory or which constitutes illegal treatment or violates export control laws.

19.3 Unsolicited e-mails (hereinafter referred to as Spam) sent in bulk. Forwarding any form of Spam through the Qboxmail network is prohibited. Likewise, sending Spam through networks of other service providers by advertising sites or using e-mail addresses or any other resources offered by the Qboxmail network is prohibited. The accounts or services provided by Qboxmail cannot be used to collect replies to messages sent by other suppliers if these messages violate this Policy or that of the other supplier.

19.4 Managing mailing lists with unconfirmed registration. Registering e-mail addresses to any mailing list without the express and verifiable consent of the owner of the e-mail address is prohibited. All mailing lists managed by Qboxmail clients must have the registration confirmation mechanism ("Double Opt-in" or "Confirmed Opt-in"). The subscription confirmation message received by the owner of each e-mail address must be kept in a file for the entire existence of the mailing list. Purchasing e-mail address lists from third parties to send e-mails from any domain hosted by Qboxmail, or attributable to any Qboxmail account, is prohibited.

19.5 Advertising, transmitting or otherwise making available any type of software, program, product or service that violates this Policy or the Policy of other suppliers, including (but not limited to) instructions for transmitting spam, flooding, mail-bombing or attacks of denial of service.

19.6 Managing an account on behalf of, or in collaboration with, or by reselling the service for people or companies included in the Spamhaus Register of Known Spam Operations (ROKSO) on https://www.spamhaus.org.

19.7 Unauthorised attempts by a user to access any account or computer that does not belong to them.

19.8 Obtaining or trying to obtain services using ways to avoid the payment due.

19.9 Accessing, altering, destroying or attempting to access, alter or destroy the information of Qboxmail clients or any user through any means or device.

19.10 Deliberately participating in activities that create problems or denial-of-service to other users, whether they are resident on the Qboxmail network or on networks of other operators.

19.11 Using the Qboxmail services, interfering with the use of the Qboxmail network by other clients or authorised users.

19.12 Transmitting, distributing, publishing, soliciting initiatives related to gambling or to events with prizes that require authorisation from AAMS.

19.13 Selling or transferring your Client profile to others for any reason.

19.14 Using traditional E-mail Accounts as a data or message archive also for data processing purposes. The E-mail Accounts provided by the Qboxmail Service must be used by Users for the sole purpose of exchanging and consulting the e-mails sent and received. The user to whom the e-mail box is assigned must consult it periodically, at least every 30 days. Using the space of each E-mail Account for data storage is prohibited. All E-mail Accounts that only receive e-mail messages and are not consulted periodically are considered as "Archive". In this case, Qboxmail will ask the Client to purchase the E-mail archive service and transfer the data and messages present in the standard E-mail Account to the Email Archive.

19.15 Qboxmail reserves the right to modify the prohibited activities at any time, by sending a notification to the www.qboxmail.it website in the appropriate section dedicated to the topic.

20. Consequences of conduct and activities prohibited to Clients and Users

By signing this Contract, Clients declare to be informed as of now that:

- in the event that Qboxmail becomes aware of orders, demands, claims and/or questions from third parties, etc.
- in the event that Qboxmail becomes aware of a violation by Clients or Users of the provisions and guarantees described in the previous Article 14 (Service Policy);
- in the event that Qboxmail becomes aware of a use of the Service different to the provisions of the Contract;
- in the event that Qboxmail becomes aware, in any way, of content or conduct which, at its unquestionable discretion, may cause damage to third parties or to itself;
- in the event of a request from the competent Authorities.

Qboxmail may, at its own discretion and without notice, except for any other remedy provided by law, including the right to terminate this Contract and the compensation for damages suffered, take any initiative deemed appropriate and/or necessary, including:

- suspend and/or delete all materials, information, transmissions or illegal contents, inappropriate or contrary to the Contract;
- suspend and/or cease at any time the provision of the Service to the Client that has implemented the conduct in violation;
- close the Client's E-mail Accounts if Spam sending activity is ascertained;
- prevent or put an end to the violation according to the methods eventually imparted by the competent Authorities.

The Client also acknowledges that, if Qboxmail becomes aware of alleged illegal activities carried out by the same Client or by one of their Users, it can send a specific report to the competent Authorities, providing, upon request by the latter, the information in its possession that allows the identification of the Client, in order to allow the aforementioned Authorities to identify, prevent and repress any illegal activities.
Each Qboxmail Client is responsible for the activities of their Users and, by accepting the Qboxmail Contract, they guarantee that their Users comply with these policies. Complaints about clients, representatives or end users of a Qboxmail Client must be sent to the Qboxmail abuse address for the appropriate actions. Should there be any violations of the policy, Qboxmail reserves the right to terminate the service or implement other actions deemed appropriate in order to terminate the activity that violates the policy even without giving prior notice

21. Diligence in managing an E-mail Account

21.1 Clients and their Users undertake to conserve and keep secret the access data to their Account (which includes Username, Password, API Token) as well as their personal, payment and tax data, to prevent that third parties can use their Account to access and use the Service or purchase additional services.

21.2 Specifically, the Client and their Users undertake to:

conserving their credentials with the utmost diligence and confidentiality, keeping the Password secret, and not allowing its use to unauthorised third parties;

- immediately reporting to the competent Authorities, in the event of loss or theft of the credentials, and request their immediate disabling, even if it is only considered possible that they have become abusively known to third parties;
- exempting Qboxmail in the event of improper use of the credentials, assuming for this purpose any responsibility also towards third parties in relation to the damages that may arise for any reason, and assuming all charges or costs, including legal fees;
- proceeding with the generation of new credentials through the specific functionality available with the Service in the event of their loss, theft or disabling.

21.3 The Client is informed that they will respond and will be held fully responsible for their conduct, the content placed on the network or disseminated, and generally activities that are all implemented by said third parties through the Service, which will therefore be attributable to them by virtue of the e-mail boxes assigned to them.

22. Activation of the Qboxmail Service

The Qboxmail Service will be activated within 2 working days from receiving the payment of the balance of what is indicated in the Order. The time required for registration and/or transfer of domains, both dependent on the competent authorities and/or on the transfer/configuration procedures, are excluded from the calculation of the activation times. Qboxmail will notify the Client of the start date of the Service. Qboxmail will not proceed with the activation in the event of information that is missing, false or contains errors. In the latter case, Qboxmail can contact the Client for the recovery and/or correction of the information that is missing or vitiated by error.

23. Free trial activation of the Service

Unless otherwise agreed, Qboxmail can offer up to 30 days of free use of the Service to new Clients, reserving the unilateral and exclusive right to suspend the period of free use in advance even without notice. This trial period is intended solely for testing functionality and not for use in production environments. It also excludes the possibility that a Client activates more than two trial accesses simultaneously or in succession.
No cost will be due for using the free trial period. All E-mail Accounts or other information related to them will be automatically deleted after 7 (seven) days from the end of the free trial period.

24. Service availability

24.1 The systems and equipment that provide the Qboxmail Service are monitored 24/7, 365 days a year. Qboxmail guarantees an intervention time in the event of equipment failure within 2 hours from the diagnosis, which attributes responsibility for any disservice to Qboxmail systems and equipment, except in cases of force majeure.

24.2 The Service Legal Agreement (hereinafter referred to as the "SLA") of the Service is 99.9% calculated on an annual basis. Routine and/or non-routine maintenance windows are excluded from the calculation of the aforementioned service level. The services covered by SLA are POP3, IMAP4, authenticated SMTP, MX Server, Exchange ActiveSync, Webmail.
The SLA does not apply to contracts entered into for less than one calendar year. In the event of non-compliance with the SLA, Qboxmail, upon specific request by the Client and checks by Qboxmail on the nature of the disservice (considered as such only if detected also by the Qboxmail monitoring system), undertakes to pay the Client a penalty equal to 5% of the fee for each hour of disservice, up to a maximum of 100% of the fee paid by the Client in the last invoice paid. All requests, under penalty of non-acceptance, must be sent by the Client to Qboxmail within 7 days of detecting any disservice. Qboxmail will provide feedback within 15 working days from receiving the request.

24.3 Qboxmail undertakes to ensure the best functionality of the system, but does not assume any responsibility both towards Clients and towards Users for delays, malfunction, suspension and/or interruption in the provision of the Service determined by causes not attributable to it, such as by way of example and not limited to:

a) fortuitous event, catastrophic events and force majeure;
b) malfunction or non-conformity of the connection devices with which the Client and/or the User is equipped or in any case with those used by them;
c) incorrect use or non-compliant use of the Service by the Client or Users, with this Contract or with the indications contained on the www.qboxmail.it website in the specific section dedicated to the topic or in any case, failed fulfilment of the Client;

d) failures and malfunctions of the machines and software, both owned by Qboxmail and its suppliers.

It is understood that in such cases, Qboxmail will not be liable for any loss, damage or injury suffered by the Client and/or by the Users, whether direct or indirect, foreseeable or unforeseeable, including but not limited to economic/financial losses, of business, revenues and profits and/or commercial goodwill: The Client thus acknowledges and accepts that they will expect nothing from Qboxmail as compensation, indemnity, reimbursement or otherwise.

25. Qboxmail infrastructure

Qboxmail hosts its equipment and functional software for the provision of the Qboxmail Service within the European Union. The infrastructures selected by Qboxmail are equipped with tools and procedures to ensure the physical and logical security of the data (such as, by way of example, fire-fighting systems, air conditioning, UPS, power supply supported by an emergency diesel engine, surveillance). Access to the infrastructures is allowed only to Qboxmail staff or previously authorised by it.

26. Data storage and backup

26.1 The Client acknowledges and accepts that the Service provides data backup only for the internal use of Qboxmail. The Client may possibly request the restoration of data from these backups. Qboxmail will check the availability of the requested data and if possible, carry out the restoration, estimating the Client with the cost to be paid for the intervention. The Client must then independently make a backup copy of the data stored by the Users in the Service, at their own expense and keep it separately, even in the event that there is a backup for the same data performed by Qboxmail, considering that although the use of the backup reduces the risk of data loss and makes it easier for the Client to have a copy of it, the possibility that the backup may be incomplete and/or missing   is   not   excluded.

26.2 Although Qboxmail does everything to ensure that the Service is provided uninterrupted, punctual, safe, or error-free, the Client declares to be informed of the possibility that problems may still occur, which do not allow continuous, uninterrupted and stable access to the network and therefore also prevent the use of the Service or determine the corruption or loss of the data contained therein.

26.3 The Client is informed and accepts that Qboxmail provides its Service "as it is" that is, with possible defects. The Client declares to know and accept that the IT and telecommunication systems are not error tolerant and that downtime can occur and that no one, least of all Qboxmail, can guarantee that these services are uninterrupted, punctual, safe, or error-free.

27. Technical assistance

27.1 The technical assistance service takes place by using the Help Desk availability windows in the manner indicated on the www.qboxmail.it website in the specific section dedicated to the topic.
The technical assistance service is designed to solve problems that prevent access to the Service, while assistance, training for the configuration and use of Client or User E-mail Clients, as well as their hardware or software. All operations available via Webmail or from the Control Panel are the sole responsibility of the Client.

27.2 Qboxmail undertakes to provide technical assistance for the Qboxmail Service only to the contact persons indicated by the Client during the Order phase, and delegated by them to represent them for all technical assistance requests that will be provided with the methods indicated on the www.qboxmail.it website in the specific section dedicated to the topic.

27.3 Any critical issues generated by the Client or their Users, which can only be resolved by Qboxmail technical intervention, foresee a cost starting from € 50.00/hour+VAT.

27.4 The technical assistance for Service Users is always paid by the Client.

28. Routine and non-routine maintenance

28.1 The routine maintenance of the servers and the network is notified to the Clients at least 48 hours prior to the work, through a notice on the www.qboxmail.it website in the

specific section dedicated to the topic or by e-mail to the address communicated during the Order phase.

28.2 Qboxmail will, if possible, promptly inform Clients of any urgent and non-deferrable maintenance work necessary to resolve any critical issues that may downgrade the performance of the Service.

29. Prices, methods and payment terms

29.1 The price relative to the provision of the Qboxmail Service is indicated on the www.qboxmail.it website in the specific section dedicated to the topic, and in the Order.

29.2 Payment must be made by using one of the methods accepted by Qboxmail and indicated on the www.qboxmail.it website in the specific section dedicated to the topic.

29.3 Qboxmail reserves the right to change the prices of the services by communicating the new prices by e-mail with at least 30 days' notice from the natural expiry of the Contract and the Service. The new prices will be applied from the renewal date of the Contract and Service for its entire duration. The Client can refuse the application of the new prices, expressing their intention not to renew the Contract (therefore the Service) within 30 days from receiving the price modification communication.

29.4 The Client can purchase the additional services made available by Qboxmail for the Qboxmail Service at any time, which will be active upon receiving payment of the balance.

30. Conclusion of the Contract, duration and renewal

30.1 The Contract is considered concluded when the Order is signed.

30.2 The client can purchase the additional services made available by Qboxmail for the Qboxmail Service at any time, which will be active upon receiving payment of the balance.

30.3 After 7 days from the non-payment of the Services, Qboxmail will consider the Contract however concluded for non-renewal and will suspend each Service without further communication to the Client and after a further 7 days will proceed to delete all data relating to the Service.

30.4 If the Client, even following the suspension or cancellation of the Service, pays the balance, this will be reactivated by Qboxmail, if the data has not yet been deleted, or re-enabled for management. No compensation will be due to the Client for the unused period of service.

30.5 The Client is informed of the impossibility to temporarily or permanently transfer this Contract to third parties, free of charge or for payment, without the written consent of Qboxmail

30.6 Qboxmail may transfer this Contract to third parties at any time, even without the written consent of the Client or their Users.

31. Right to reconsider and withdraw

31.1 The Client, at any time, can withdraw from the Contract by communicating their intention by e-mail to the addresses on the www.qboxmail.it website in the appropriate section dedicated to the topic, with at least 30 days' notice. The Client who deactivates the Service after payment to Qboxmail of the amounts foreseen for the Service itself and who therefore has not made full use of it, will not be able to request a refund from Qboxmail of the amount, except in cases for which the right to withdraw is applied.

Place, Stamp date and Client's signature

31.2 According to the provisions of Article 45 of Legislative Decree 206/05, the Consumer Client, identified as such pursuant to Article 3 of the Consumer Code (Legislative Decree 602/05), can exercise the right to reconsider and withdraw within 10 working days from the activation of the service purchased, by sending a registered letter with return receipt to: Qboxmail, Via Pollative 111/o 59100 Prato or by certified e-mail (PEC).

32. Jurisdiction and competent Court

This Contract is governed by Italian law. Without prejudice to the applicability of the rules of the Consumer Code, the Court of Prato will be competent for all disputes relating to this Contract. By mutual agreement, the parties may also appeal to out-of-court settlement bodies, pursuant to Article 19 of Legislative Decree no. 70/2003.

33. Confidentiality clause

Except as otherwise required by law, this Contract, as well as all information and related documents that the parties may become aware of on the occasion and / or in connection with the execution of the Contract itself, are considered strictly confidential. Therefore, the Client undertakes, also in the context of their own assistants and/or collaborators, not to disclose or make any content be disclosed to third parties without prior written authorisation by Qboxmail, remaining responsible for any damage caused by failure to comply with the aforementioned obligation .

The parties, as well as all their employees and/or collaborators, who should become aware of personal data during the execution of this Contract, undertake to process it, in accordance with the provisions of current legislation on privacy, as per the General Regulation on Data Protection, officially regulation n. 2016/679 of the European Union.

The Parties acknowledge that the respective information (personal information, address, telephone number, tax code, VAT number, etc.) will be entered and processed in their databases in order to manage mutual contractual relations and to meet legal and tax obligations.

34. Express termination clause

Qboxmail has the right to legally terminate the Contract, pursuant to and by effect of Article 1456 of the Italian Civil Code, sending written notification to the Client with 7 days' notice, in the event of unfulfillment. Termination with immediate effect of this Contract will determine the consequent interruption of the Service provided by Qboxmail.

35. Previous and following agreements

The agreements contained in the Contract terminate effectiveness, cancel and in any case renew agreements and/or relations of any kind between the parties and/or other Group companies of which the Client is a member.

36. Indemnity

Clients and their Users undertake to indemnify Qboxmail, by excluding it from any court proceedings, and indemnifying it from any loss, damage, liability, claim generated by third parties, cost, expense and/or claim, including legal fees, arising from any conduct established by the User to breach the provisions contained in this Contract, even after the dissolution and/or termination for any reason of this Contract.

Vexatious clauses

Pursuant to and by effect of Articles 1341 and 1342 of the Italian Civil Code, the parties declare they specifically approve the following clauses in writing Article 3 (Conditions governing the use of the service), Article 4 (Fees and Payments), Article 13 (Access to the service), Article 14 (Service Policy),Article 18 (Duties and responsibilities of Clients), Article 19 (Conduct and activities prohibited to Clients and Users),Article 20 (Consequences of conduct and activities prohibited to Clients and Users),Article 21 (Diligence in managing an E-mail Account), Article 26 (Data storage and backup), Article 30 (Conclusion of the Contract, duration and renewal), Article 32 (Jurisdiction and competent Court), Article 33 (Confidentiality clause), Article 34 (Express termination clause), Article 36 (Indemnity).

Place, Stamp date and Client's signature