

natura sono mantenuti per il tempo minimo previsto dalla norma e messi a disposizione del Cliente su richiesta scritta. Resta espressamente inteso che in caso di normative sopravvenute rispetto alla stipula del contratto e/o i cui obblighi di mantenimento di log diventino efficaci dopo la stipula del contratto, Enter sottoporà al cliente una proposta tecnico-economica integrativa del contratto che abbia ad oggetto il necessario adeguamento normativo;

c. Ogni e qualunque log il cui mantenimento non sia richiesto da previsioni di legge e il cui mantenimento sia stato normato nel contratto e/o negli allegati sarà mantenuto da Enter per il tempo strettamente previsto contrattualmente e i log saranno messi a disposizione del cliente su richiesta scritta previo eventuale accordo economico;

d. Ogni e qualunque log il cui mantenimento non sia richiesto da previsioni di legge e il cui mantenimento non sia stato normato nel contratto e/o negli allegati ma che sia giudicato da Enter utile o necessario per l'erogazione dei Servizi a proprio insindacabile giudizio, sarà mantenuto da Enter per il tempo strettamente necessario alla finalità della raccolta e i log saranno messi a disposizione del Cliente su richiesta scritta previo eventuale accordo economico;

e. Resta espressamente inteso che i log di cui ai commi precedenti potranno essere richiesti solo ed esclusivamente dal legale rappresentante del Cliente, con le modalità descritte, e solo ed esclusivamente al responsabile del trattamento di Enter indicato al comma 14.1. Resta espressamente inteso che il Cliente non deve, né Enter intende conoscere, le motivazioni sottostanti alla richiesta;

f. Resta espressamente inteso che gli obblighi di Enter relativamente alle misure da adottare per il mantenimento dei file di log sono solo ed esclusivamente quelli previsti dalle vigenti normative. In ogni e qualunque diverso caso in assenza di previsioni contrattuali Enter non avrà alcun obbligo di adottare particolari misure di sicurezza e ogni e qualunque responsabilità sarà ad esclusivo carico del cliente;

g. Resta espressamente inteso che resta nella esclusiva responsabilità del Cliente verificare che il mantenimento dei file di log, quando non obbligatorio per legge, avvenga nel pieno rispetto delle vigenti normative anche sindacali e a tal fine il cliente si obbliga a manlevare e tenere indenne Enter, i suoi soci, i suoi amministratori e tutto il personale qualora il mantenimento e/o la comunicazione al cliente dei file di log risulti in violazione di qualunque normativa o diritto di terzi;

h. Resta espressamente inteso che Enter avrà diritto di consegnare i log in caso di richiesta di qualunque autorità pubblica e che in tal caso, salvo non sia espressamente vietato, unico obbligo di Enter sarà quello di avvisare il Cliente;

i. Resta espressamente inteso che qualora il Cliente abbia necessità di effettuare indagini e/o verifiche sui log, Enter presterà ragionevole supporto restando inteso che ogni e qualunque responsabilità anche in relazione a ogni e qualunque eventuale violazione ogni vigente normativa anche sindacale sarà esclusivamente del Cliente e a tal fine il medesimo si obbliga a manlevare e tenere indenne Enter, i suoi soci, i suoi amministratori e tutto il personale qualora il mantenimento e/o la comunicazione al cliente dei file di log risulti in violazione di qualunque normativa o diritto di terzi;

j. Resta espressamente inteso che Enter non risponde di qualunque non conformità fra quanto previsto nelle Condizioni Generali, e quindi nella sua applicazione durante i servizi, e eventuali policy, regolamenti, disciplinari o comunque qualunque regola interna del Cliente;

k. Resta espressamente inteso che è onere del Cliente segnalare, entro 10 giorni di calendario, l'entrata in vigore di nuove normative di ogni e qualunque tipo che impongano il mantenimento di file di log. In caso di mancata segnalazione e/o di mancato accordo sulle modalità e/o costi dell'adeguamento ogni conseguenza pregiudizievole e sanzionatoria sia che insista sul Cliente che su Enter sarà a esclusivo carico del Cliente.

14.4 Il Cliente prende atto che Enter, nell'espletamento dei Servizi, potrebbe avere accesso a file e/o comunque informazioni (di seguito: "Materiali") detenute da Enter e/o accessibili da parte di Enter. Fermo restando che Enter accederà a tali Materiali solo qualora strettamente necessario per l'esecuzione dei Servizi, qualora sia il Cliente a richiedere a Enter la consegna e/o la trasmissione e/o la cancellazione e/o la copia e/o l'accesso e/o comunque ogni e qualunque altra operazione che abbia ad oggetto tali Materiali, (ivi compresi, in via meramente esemplificativa e non esaustiva: software, immagini, filmati, etc...) e il loro contenuto e/o ogni e qualunque dato e/o informazione ad essi riferito:

a. Resta espressamente inteso che le richieste potranno essere avanzate solo ed esclusivamente dal legale rappresentante del Cliente, per iscritto, ed solo ed esclusivamente al Responsabile del trattamento di Enter di cui al comma 14.1. Resta espressamente inteso che il Cliente non deve né Enter intende conoscere le motivazioni sottostanti alla richiesta;

b. Resta espressamente inteso che Enter avrà diritto di consegnare tali Materiali in caso di richiesta di qualunque autorità pubblica e che in tal caso, salvo non sia espressamente vietato, l'unico obbligo di Enter sarà quello di avvisare il Cliente;

c. Resta espressamente inteso che qualora il Cliente abbia necessità di effettuare indagini e/o verifiche sui tali Materiali Enter presterà ogni ragionevole supporto restando inteso che ogni e qualunque responsabilità anche in relazione a ogni e qualunque eventuale violazione ogni vigente normativa anche sindacale sarà esclusivamente del Cliente e a tal fine il Cliente si obbliga a manlevare e tenere indenne Enter, i suoi soci, i suoi amministratori e tutto il personale qualora il mantenimento e/o la comunicazione al cliente di file di log risulti in violazione di qualunque normativa o diritto di terzi;

d. Resta espressamente inteso che Enter non risponde di qualunque non conformità fra quanto previsto nel contratto, e quindi nella sua applicazione durante i servizi, e eventuali policy, regolamenti, disciplinari o comunque qualunque regola interna del Cliente;

e. Resta espressamente inteso che è onere del Cliente segnalare, entro 10 giorni di calendario, l'entrata in vigore di nuove normative di ogni e qualunque tipo che impongano il mantenimento di tali Materiali. In caso di mancata segnalazione e/o di mancato accordo sulle modalità e/o costi dell'adeguamento ogni conseguenza pregiudizievole e sanzionatoria sia che insista sul Cliente che su Enter sarà a esclusivo carico del Cliente. Resta espressamente inteso che in caso di normative sopravvenute rispetto alla stipula del contratto e/o i cui obblighi di mantenimento di tali Materiali diventino efficaci dopo la stipula delle Condizioni Generali, Enter sottoporà al cliente una proposta tecnico-economica integrativa che abbia ad oggetto il necessario adeguamento normativo.

15. DIRITTO DI RECESSO DEL CONSUMATORE: INFORMATIVA ED ESERCIZIO

15.1 Il D.lgs n.206 del 2005 si applicherà solo nei contratti conclusi con i Consumatori. In ogni caso, è escluso il diritto di recesso ai sensi dell'articolo 55, comma, 2 lettera a) del D.lgs 206 del 2005, in quanto dal momento della compilazione del Form o del Modulo, il Consumatore stipula il Contratto per la fornitura del Servizio prescelto, la cui esecuzione avviene sin dal momento dell'accettazione e quindi prima della scadenza di dieci giorni dalla data della sua stipulazione, in deroga ai termini previsti dall'art. 64, 1 comma, Codice del Consumo.

15.2 Il Consumatore dichiara che, accettando l'esecuzione immediata del Contratto, prende atto di dover rinunciare al diritto di recesso da esercitarsi nel termine di 10 giorni dalla stipulazione del Contratto.

16. INVALIDITÀ CLAUSE

Nel caso in cui una delle Condizioni Generali o parte di essa fosse ritenuta invalida o inapplicabile, tale invalidità non invaliderà la residua parte di clausola o le Condizioni Generali che continueranno ad avere piena applicazione. Agli articoli delle Condizioni Generali risultanti invalidi o inapplicabili verranno sostituite altre clausole legalmente consentite che permetteranno di dare alle Condizioni Generali un contenuto più vicino possibile alle Condizioni Generali.

17. LEGGE APPLICABILE E FORO COMPETENTE

17.1 Le Condizioni Generali sono sottoposte alla legge italiana. Competente per ogni controversia a esse relative è esclusivamente il Foro di Milano, con esclusione di ogni altro foro concorrente, salvo che nei casi in cui la legge prevede espressamente uno specifico foro competente.

17.2 Nei Contratti conclusi con i Consumatori si applicheranno le disposizioni previste dal Codice del Consumo.

17.3 Le parti stabiliscono di comune accordo che il presente contratto, così come ogni atto connesso, presupposto e/o conseguente, è e sarà interamente ed esclusivamente disciplinato e sottoposto al diritto ed alla legge dello Stato Italiano, che ne regola e ne regolerà la conclusione, l'esecuzione, la cessazione, ogni inerente obbligazione, titolo, profilo, eventuali danni che siano ad esso anche indirettamente e/o parzialmente connessi, nonché la relativa interpretazione, anche al fine della risoluzione di eventuali controversie dallo stesso nascenti e/o dipendenti. Le parti stabiliscono inoltre che eventuali modifiche a tale pattuizione potrà avvenire e potrà essere provata solo da atto scritto.

17.4 Le parti stabiliscono di comune accordo che tutte le controversie presenti e future nascenti dal presente contratto ovvero ad esso in qualunque modo e per qualunque titolo connesse, presupposte e/o conseguenti, anche indirettamente e/o parzialmente, quali a titolo esemplificativo la conclusione, l'esecuzione, la cessazione, l'interpretazione, le obbligazioni, eventuali danni, sono e saranno sottoposte esclusivamente alla giurisdizione dello Stato Italiano e che sono e saranno esclusivamente attribuite alla competenza del Foro di Milano. Le parti stabiliscono inoltre che eventuali modifiche a tale pattuizione potrà avvenire e potrà essere provata solo da atto scritto.

INFORMATIVA PER IL CONSUMATORE AI SENSI DELL'ARTICOLO 52 DEL CODICE DEL CONSUMO

(Decreto Legislativo, 6 Settembre 2005, n. 206)

Ai sensi e per gli effetti dell'art. 52 del Codice del Consumo, Enter La informa di quanto segue:

1. Enter s.r.l. ha sede in Milano, Via privata Stefanardo da Vimercate 28, 20128.
2. Il Servizio da Lei acquistato presenta le caratteristiche essenziali che verranno di seguito descritte: si tratta di servizio informatico che permette, di memorizzare/archiviare e/o elaborare dati (tramite CPU o software) grazie all'utilizzo di risorse hardware/software distribuite e virtualizzate in Rete.
3. Il prezzo del Servizio è individuale, varia in relazione al Servizio e alle caratteristiche da Lei prescelte e all'utilizzo a cui il Servizio è destinato e viene indicato al momento della compilazione del Form o del Modulo di adesione
4. Il prezzo complessivo del Servizio, indicato al punto 3, è inclusivo di tasse e imposte.
5. Il prezzo complessivo non include eventuali spese aggiuntive che non siano preventivamente a Lei comunicate.
6. Il pagamento del prezzo per l'acquisto del Servizio avviene con le modalità che seguono: pagamento con carta di credito o conto Paypal.
7. Le varie fasi tecniche per la stipulazione del contratto e per l'attivazione del Servizio sono indicate all'articoli 2 del contratto e precisamente:

a.1) Per la stipulazione on-line del Contratto con Enter è necessario procedere alla compilazione del Form di adesione al Servizio prescelto ed inviarlo a Enter tramite il Sito. Ciò determina la stipulazione del Contratto per l'acquisto del Servizio.

a.2) Il Consumatore, successivamente alla stipula del Contratto, riceverà una e-mail di conferma da parte di Enter. Per poter attivare il Servizio CloudUp, il Consumatore deve comunicare a Enter l'avvenuta ricezione della e-mail determinando così l'attivazione del Servizio di cui al Form, seguendo le istruzioni contenute nella e-mail. (il cliente deve attivare il servizio, entro 5 giorni dalla ricezione della e-mail).

a.3) in caso di Stipulazione on-line il Contratto è scaricabile dal Sito. Il Consumatore dovrà: siglare il Contratto su ogni pagina; sottoscrivere il Contratto in calce; sottoscrivere le clausole vessatorie; procedere alla trasmissione del Contratto siglato e sottoscritto a Enter, alternativamente, nella modalità di seguito previste:

- scannerizzare il pezzo e-mail all'indirizzo relativo al Servizio prescelto (supporto@cloudup.it., supporto@Entercloudsuite.com, supporto@selfserver.it).

- a mezzo fax al numero (+39 02 25514 875);

- a mezzo raccomandata a/r all'indirizzo (Via privata Stefanardo da Vimercate 28, 20128, Milano).

a.4) Nel caso in cui il Consumatore non proceda ai sensi dei punti a.2) ed a.3), Enter avrà diritto, previo invio di e-mail di sollecito con avviso a procedere entro 5 giorni di calendario, a risolvere il Contratto ex art. 1456 c.c. tramite invio di raccomandata a/r senza necessità di preavviso. In tal caso, nessuna contestazione potrà essere mossa dal Consumatore che non avrà diritto ad alcun risarcimento e fermo restando il diritto di Enter di trattene quanto versato dal Consumatore per il primo mese di erogazione del Servizio.

b) Per la stipulazione off-line del contratto con Enter è necessario procedere alla compilazione del Modulo di adesione al Servizio prescelto e successivamente consegnarlo ad un rappresentante commerciale di Enter.

c) In ipotesi di stipulazione on-line del Contratto, il Servizio prescelto viene attivato successivamente alla esecuzione da parte del Consumatore delle istruzioni contenute nella e-mail.

d) In ipotesi di stipulazione off-line del Contatto, il Servizio prescelto viene attivato dal momento della ricezione da parte del Cliente della mail con cui viene avvisato della possibilità di iniziare a fruire del Servizio.

e) Qualora previsto sul Sito, il Consumatore ha diritto a un periodo di prova gratuito alle condizioni e nei termini sul Sito meglio specificate. Resta in ogni caso inteso che le Condizioni Generali si applicano anche al periodo di prova gratuito per quanto compatibili.

8. Enter, ai sensi dell'art. 55, comma 2, lett. a), La informa che con la compilazione del Form o del Modulo si dà immediata esecuzione alle prestazioni contenute nel contratto, con la conseguente rinuncia del diritto di recedere entro 10 giorni lavorativi. Ciò in deroga al principio generale previsto dall'art. 64 del Codice del Consumo che prevede il diritto di recesso del consumatore, senza alcuna penalità e senza alcun motivo, entro il termine di 10 giorni lavorativi.

L'art. 55, comma 2, lettera a) del Codice del Consumo, prevede tra le clausole di esclusione del diritto di recesso, il caso di:

- fornitura di servizi la cui esecuzione sia iniziata, con l'accordo del consumatore, prima della scadenza di dieci giorni lavorativi.

9. Le modalità di erogazione e i termini di attivazione del Servizio, descritti nelle presenti note oltre che nel contratto, possono essere modificate in ogni momento da parte di Enter, previa comunicazione.

10. Enter La informa del suo diritto a non corrispondere alcun pagamento in caso di fornitura non richiesta o eseguita in modo difforme da quella pattuita al momento della compilazione del Form o del Modulo. Resta inteso che, solo in caso di consenso espresso del consumatore, Enter può eseguire una prestazione diversa, purché sia di qualità e valore equivalente o superiore, rispetto al Servizio acquistato.

11. Il Contratto Cloudup non ha una durata minima, e inizia a decorrere dal momento dell'attivazione del Servizio. Il Contratto per il Servizio Enter Cloud Suite a consumo non ha una durata minima. Il Contratto per il Servizio Enter Cloud Suite a canone ha una durata minima di 1 (uno) mese con pagamento anticipato minimo e non rimborsabile pari a una mensilità. Il Contratto Selfserver ha una durata minima pari a 1 (uno) mese, e inizia a decorrere dal momento dell'attivazione del Servizio.

12. Eventuali offerte proposte da Enter, al momento della compilazione del Form o del Modulo, per l'acquisto del Servizio prescelto hanno durata e validità limitatamente a quel Servizio, facendo salva la possibilità di future offerte formulabili da parte di Enter.

13. Enter La informa che il contratto si rinnova tacitamente per un periodo di durata pari a quello iniziale, salvo il diniego alla rinnovazione da comunicarsi con preavviso scritto di dieci giorni secondo le modalità indicate al punto a.3).

14. Il contratto stipulato sarà archiviato a cura di Enter ed il Consumatore potrà richiederne copia inviando una e-mail al servizio clienti relativo al Servizio prescelto (supporto@cloudup.it., supporto@Entercloudsuite.com, supporto@selfserver.it).

15. Qualora nel corso della compilazione del Form il Consumatore incorra in errori di inserimento dati che verranno inoltrati a Enter per la stipulazione del contratto, il consumatore dovrà dare immediata segnalazione al servizio assistenza clienti, seguendo la procedura: sarà necessario inviare una e-mail al servizio clienti Enter relativo al servizio prescelto (supporto@cloudup.it., supporto@Entercloudsuite.com, supporto@selfserver.it) indicando l'indirizzo e-mail di registrazione e quale errore si è commesso.

16. Il Contratto è regolato dalla legge italiana. Ogni controversia relativa all'applicazione, esecuzione, interpretazione e violazione del Contratto sarà di competenza del Foro di residenza del Consumatore.

17. Le segnalazioni relative al servizio di assistenza clienti relativo al Servizio prescelto, segnalazione guasti o reclami possono essere inviate:

a. A mezzo di posta elettronica all'indirizzo e-mail relativo al Servizio prescelto (supporto@cloudup.it., supporto@Entercloudsuite.com, supporto@selfserver.it)

b. A mezzo di lettera raccomandata a/r a Servizio Clienti Enter (Via privata Stefanardo da Vimercate 28, 20128 Milano)

c. Al numero telefonico +39 02.25514.885 per Cloudup, +39 02.25514.886 per Enter Cloud Suite, +39 02.2514.862 per Selfserver

18. Il Consumatore ha diritto di acquistare il Servizio privo di qualsiasi difetto e conforme all'uso cui è destinato. In ogni caso, il contratto stipulato con il Consumatore, sarà regolato secondo le disposizioni previste in materia di garanzia nelle forme e nei termini contenute nel Codice del Consumo.

GENERAL CONTRACT TERMS AND CONDITIONS

1. SUBJECT MATTER OF THE AGREEMENT

1.1 These general contract terms and conditions (hereinafter: "General terms and Conditions") discipline the supply by Enter S.r.l. (hereinafter: "Enter") of Cloudup, Enter Cloud Suite and Selfserver IT services (hereinafter: "Service" or "Services"), as well as the others which may be activated by Enter at any time if disciplined by the General Terms and Conditions, selected at the time of the drawing up of each specific Contract for each Service (hereinafter: "Contract").

1.2 The General Terms and Conditions and each Contract address both individuals who act for purposes unrelated to their professional, artisan or business activities possibly carried out (hereinafter: "Consumers") and individuals or corporate entities who act for purposes inherent to their professional, artisan or business activities, companies, professional firms, commercial Enterprises and in any event those with a VAT number (hereinafter: "Customer" or "Customers").

1.3 Each Contract Entered into with a Consumer is disciplined by Italian Legislative Decree No. 206 dated 6 September 2005, (hereinafter: "the Consumers' Code") for all that it is not expressly envisaged by these General Terms and Conditions.

1.4 The Services offered to the Consumers are described in the disclosures, drawn up in accordance with Article 52 of the Consumer Code, which will be brought to the attention of said Consumers, before the Contract is finalised; they shall be valid and effective until they are amended and/or added to by Enter.

1.5 The disclosures, whose commercial purpose must be clear, shall be provided by Enter in accordance with the principles of good faith and loyalty with regard to commercial transactions and assessed in accordance with the requirements of protection of Consumer categories.

2. SERVICE SUBSCRIPTION AND ACTIVATION. CHANGES

2.1 Each Contract concerning the supply of the Service and/or Services selected by the Customer or Consumer shall be disciplined by the General Terms and Conditions and may be Entered into:

I. on-line (hereinafter: "On-line subscription"), by means of filling out the on-line subscription form (hereinafter: "On-line form") for the Service or Services selected and the subsequent forwarding of the same to Enter using the website relating to said Service or Services (www.cloudup.it, www.entercloudsuite.it, www.selfserver.it, hereinafter: "Website"), or

II. off-line (hereinafter: "Off-line subscription") by means of filling in the subscription form (hereinafter: "Form") for the Service or Services selected and the subsequent delivery of the same to an Enter sales representative.

It is expressly understood that:

A. Each On-line form or Form completed and sent to Enter involves the drawing up of a Contract. Each Contract should be deemed as independent from any other contract that may have been Entered into between the Customer or Consumer and Enter.

B. In the event of On-line subscription, after the Contract is Entered into, the Customer or Consumer may receive an e-mail confirmation (hereinafter: "E-mail") from Enter. In this case, in order to activate the Service, the Customer or Consumer shall give notice to Enter of the receipt of the E-mail thereby enabling the activation of the Service or Services referred to in the On-line form, following the instructions in the E-mail. The customer must activate the service within 5 days of receipt of the E-mail. If, however, no E-mail confirmation is provided for in the contract execution procedure, the activation of the Service will take place at the time of conclusion of the Contract.

C. In the event of On-line stipulation, the contract can be downloaded from the Website. The Customer or Consumer shall have to: initial the Contract on each page; sign the Contract at the bottom; accept clauses on unfair contract terms; submit the initialled and signed Contract to Enter, according to one of the following methods: 1) scanned, by e-mail sent to the address relating to the selected Service (supporto@cloudup.it, supporto@entercloudsuite.com, supporto@selfserver.it); 2) by fax to the number (+39 02 25514 875); 3) by registered mail with return receipt to Via privata Stefanardo da Vimercate 28, 20128 Milan, Italy.

2.2 It is expressly understood that if the Customer or Consumer does not comply with letter B. or C. of paragraph 2.1, Enter shall be entitled, subject sending an e-mail reminder requesting compliance within 5 calendar days, to terminate the Contract pursuant to Article 1456 of the Italian Civil Code by sending a registered letter with return receipt without prior notice. In that case, no dispute may be raised by the Customer or Consumer who will not be entitled to any compensation and without prejudice to the right of Enter to retain the amount paid by the Customer or Consumer for the first month of Service provision.

2.3 If envisaged on the Website, the Customer or Consumer shall be entitled to a free trial according to the detailed terms and conditions available on the Website. In any case it is understood that the General Terms and Conditions shall also apply to the free trial to the extent compatible with them.

2.4 In relation to the Cloudup and EnterCloudSuite Services, the Customer or Consumer has the right at any time to increase or decrease the amount of Service and/or Services according to the same tariffs applied to the amount used referred to in Article 5 and from time to time in force as published on the Website. This right to make changes does not apply to the Storage Service in relation to which only an increase of the quantity of Service is possible, excluding any decrease. In the event of flat fee services the Customer or Consumer may only increase the quantity and the frequency of the Service but not decrease it (or rather may only upgrade the same but not downgrade it).

2.5 Enter shall be entitled, during the term of the Contract, to change the contractual terms and conditions and/or the technical conditions of the Service by giving at least 30 calendar days prior written notice thereof to the Client or Consumer in the form registered mail with return receipt and/or email. In such instances, if the Client or Consumer does not agree to such variations he/she shall be entitled to terminate the Contract by giving Enter written notice thereof within 15 calendar days from the date of receipt of the variation notice given by Enter. In such case, the Client or Consumer shall be exclusively entitled to be paid back an amount (if any) equal to the proportion of the amount paid for the Service which was not used by him/her and shall not be entitled to any further or additional amount (including for damages), if the Client or Consumer does not notify Enter its rejection to the amendments notified by Enter within the terms and in accordance with the procedures set forth herein, such amendments will be deemed unconditionally and irrevocably accepted by the Client or Consumer and will be effective from the day indicated by Enter in its variation notice.

3. DURATION.TACIT RENEWAL

3.1 Each contract shall have the duration specified on the relate On-line form or Form. The Contract shall be applicable, in the event of On-line subscription, as from the moment of completion by the Customer or Consumer of the instructions contained in the E-mail as per Article 2.1. If it envisaged and, if not envisaged, as from the moment the Contract is Entered into; in the event of Off-line subscription, as from the moment of receipt by the Customer of the e-mail which is used to inform the Customer of the commencement of the possibility to use said Service.

3.2 On expiry, the Contract shall be tacitly renewed for a period of time equal to its initial duration, and so on as of each expiry, if neither of the Parties provide notice to quit with at least 90 (ninety) calendar days of notice if the duration is annual or two-yearly, and 10 (ten) calendar days if the duration of monthly. Communication of withdrawal shall have to be sent in writing on-line using the procedure present on the Website and/or via registered letter with return receipt or following the instructions and procedures present on the Website.

3.3 In the event that the Contract is Entered into with a Consumer, the minimum duration of the Contract, the duration of the validity of the offer and the price of the Service or Services shall be indicated in a clear and visible manner in the disclosures.

3.4 It is expressly understood that the Services qualified as "Accessory" on the On-line form or Form shall have the duration indicated therein and, on expiry, shall be tacitly renewed for a period of time equal to the initial duration, and so on as of each expiry, unless the Customer and/or Consumer withdraws from the Contract by means of written notice to quit to be sent on-line using the procedures present on the Website and/or via registered letter with return receipt or following the instructions and procedures present on the Website with at least 90 (ninety) calendar days of notice if the duration is annual or two-yearly, and 10 (ten) calendar days if the duration of monthly.

3.5 The Customer's right to withdraw in advance from the Contract is expressly excluded both entirely or in relation to each individual Service and thus also by way of departure to the matters envisaged by Article 1671 of the Italian Civil Code.

3.6 With regard to Consumers who accept the General Terms and Conditions indicated in the On-line form or Form, the possibility of availing of the right to withdraw as per Article 64 of the Consumer Code is excluded. In detail, as from the moment of Entering into the contract, the Consumer declares he/she wishes to immediately execute the same, before the deadline of ten days envisaged by the afore-mentioned provision.

4. EFFECTS OF THE TERMINATION OF THE CONTRACTUAL EFFECTS

4.1 It is expressly understood that on termination of the effects of each Contract for any reason whatsoever, including therein fraudulent intent or negligence of one of the parties, Enter shall have the right to cancel all of any data and/or information and/ or file and/or content of any kind or nature (cumulatively: "Contents") present within the infrastructures used by Customer or Consumer during the period the Contract is in force. Accordingly, if before the termination of the effects of the Contract, the Customer or Consumer has not taken steps to save whatever refers to the same, no claim can be made to Enter nor any damage made good if the Customer or Consumer loses one or more contents.

4.2 Enter shall have the right, but not the duty, to make a back-up (hereinafter: "Backup") of the Contents before the termination of the effects of the Contract taking steps to keep the same for a maximum of seven days for paying Customers and/or Consumers and 1 (one) calendar day for whomsoever has availed of the trial period as per Article 2.3. If Enter has taken steps to make the Backup, the Customer or Consumer shall have the right, subject to payment of the fee envisaged by Enter, to receive a copy of the same.

4.3 The termination of the effects of each Contract for whatever reason, does not mean the Customer or Consumer are released from the obligation to pay the fees due for any reason to Enter even if the Contract is terminated due to the action and fault of the latter.

4.4 In the event of termination of the effects of all the Contracts outstanding between the parties, each one may immediately withdraw also from these General Terms and Conditions.

5. FEE. GUARANTEE DEPOSIT

5.1 By means of Entering into the Contract the customer undertakes to pay the Fee for each Service more fully specified at the time of subscription on the Website or referred to in the E-mail, if envisaged.

5.2 In the Contracts Entered into with Consumers, the latter are obliged to pay the fee for each Service, the price of which is more fully additional costs as well as the formalities and place of payment for the acquisition of the Service or Services covered by the Contract.

5.3 Payment having been made, Enter may freely, and with the sole obligation of informing the Customer or Consumer, make changes to the fees and prices for each Service in favour of the Customer.

5.4 At any time, Enter may make changes to the fees and prices of each Service to the detriment of the Customer it being understood that, in this event, it shall have to send notification of amendment to the Customer via registered letter with return receipt and/or via email providing at least 30 (thirty) days of notice. In this event, the Customer or Consumer shall have the right to withdraw from the Contract by sending a registered letter with return receipt which shall have to reach Enter by the same deadline. In the event of failure to send Enter communication of withdrawal by the deadline and as per the formalities envisaged in the above section, the changes are understood as accepted by the Customer or Consumer. If the Customer or Consumer has paid the fees in advance or withdraws from the Contract further to unilateral amendment of the fees by Enter as per the previous section, Enter shall only and exclusively be obliged to return the amounts received from the Customer or Consumer in proportion to the period of time during which the Service was not availed of by said Customer or Consumer.

5.5 Enter will issue its invoices with the frequency indicated on the On-line form or Form and in the information notice for the Customer, and the Customer or Consumer must pay the amount indicated in the invoice within the deadlines and in the manner specified in the On-line form or Form. Enter reserves the right to issue the invoice on a date falling after the relevant date specified on the On-line form or Form if the amount charged to the Customer or Consumer is less than the minimum invoicing amount specified in the On-line form or Form. Enter also reserves the right to issue the invoice on a date falling earlier than that specified in the On-line form or Form if the Customer or Consumer equals or exceeds a level of use of Services that determines the charging of at least €20.00 (twenty euros) plus VAT and/or the amount chargeable to the Customer or Consumer is higher than the average consumption of the last 3 months or evidences anomalous level of use of one or more Services.

5.6 In the event of late payment, the Customer or Consumer shall have to pay Enter, without the need for prior warning or formal notice of default, default interest at the legal rate as per Italian Legislative Decree No. 231/2002.

5.7 In any event, the Customer or Consumer has the faculty to request Enter - who may accept or reject the request at its unquestionable discretion - for the amendment of the chosen payment methods, by means of written communication to be sent via registered mail with return receipt at least 10 (ten) days before the expiry of the next payment.

5.8 Enter has no obligation to notify the Customer or Consumer of the expiry of the payments. In any event, the Customer or Consumer is obliged to pay the invoices relating to the fees already accrued in full. In the event of partial payment of the invoices, these shall be considered to be unpaid for all purposes.

5.9 Without prejudice to subsection 5.11, in case of a delay to pay in full or in part the amount due, Enter has the right to receive a penalty amount equal to 2% of the fee for the On-line form or Form on a monthly basis for each day of delay, (with the application on the overdue unpaid amounts), without prejudice to the payment of the fees already due and Enter's right to the compensation of additional damages. In the event of Service reactivation, the Customer or Consumer will be charged with administrative costs for reactivation equal to 5% of the fee for the Services.

5.10 Enter may request the Customer or Consumer to provide a reasonable non-interest bearing deposit or an adjustment compared to the amount that may have been previously required if the Customer or Consumer used one or more Services in such a way to determine an abnormal level of use compared to the usual consumption by the same, or if the deposit is wholly or partly drawn upon by Enter under the Contract.

5.11 In case of delay to pay in full the amount due in accordance with the terms indicated in the invoice pursuant to Article 5.5, and following an attempt to contact the Customer or Consumer in order to ascertain his/her awareness of his/her default or of the abnormal use of one or more Services, Enter may suspend with immediate effect the provision of the relevant Service or Services by informing the Customer or Consumer within 9 (eight) working hours from the suspension via e-mail. Following due performance by the Customer or Consumer, Enter will reactivate the Service or Services suspended. If the Customer or Consumer does not perform his/her obligation within 7(seven) days of notification of the suspension, Enter is entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code by sending an e-mail and/or registered mail with return receipt. It is understood that in any case of suspension and/or termination the Customer or Consumer cannot raise any claim against Enter.

5.12 It is expressly understood that regardless of the provisions of the preceding paragraphs, Enter has no obligation to monitor the average use by the Customer or Consumer and/or to check for any anomalies.

5.13 If Enter uses a payment circuit, the following provisions apply. Payments launched by third parties (including recurrent payments). A payment launched by a third party is a payment in relation to which the Customer provides advance authorisation to third parties (for example a trader or eBay) to take funds from their PayPal account. An example of this type of payment is a "Recurrent payment", which is a payment launched by third parties which can be handled via the Customer's PayPal account. By providing Advance authorisation, the Customer permits a third party to collect or reverse payments for variable amounts from their PayPal account, whether this involves a single, sporadic or recurrent payment, until the contract or the authorisation with a pertinent third party is cancelled. Entering into the Contract, the Customer authorises and instructs PayPal to pay third parties (or the party otherwise indicated) amounts from their PayPal account, equal to the amounts due which we have requested from said third parties. The Customer accepts that PayPal is not obliged to check or confirm the amounts requested vis-à-vis third parties for the purpose of the processing of this type of payment. The Customer also acknowledges and accepts that the payments made in pursuance of this clause are variable or may be made on different dates. Recurrent payments are also called "subscriptions", "pre-approved payments" or "automatic payments". The Customer accepts that they cannot request a reimbursement from PayPal for a recurrent variable payment except when:

- the applicable amount has exceeded that which the Customer reasonably envisaged to pay, taking into account the previous spending conduct of the Customer and the circumstances of the case or;
- The Customer has not provided his/her consent to the execution of the recurrent payment as indicated in the section, the information relating to the recurrent payment has not been provided by the Customer at least 4 weeks before the date when the payment transaction took place in favour of the trader;
- The Customer does not inform PayPal of the request within 8 weeks of the date the payment was made;
- The Customer does not execute the information requests necessary for the examination of the circumstances by PayPal. A recurrent payment can be cancelled at any time up to three business days before the date planned for the payment. In order to cancel a recurrent payment, the Customer must access their PayPal account, click on "My account" and the "Profile" tab, then in the "Financial information" column click on "Payments list" or "Recurrent payments" and follow the instructions for cancellation of the payment. The Customer must bear in mind that the recurrent payments are some times known as subscriptions or pre-approved payments. Furthermore, if the Customer cancels a recurrent payment, he/she could be obliged to make the payment to Enter anyway, using alternative forms.

5.14 If the Customer or Consumer utilises the "top up" payment system, which contemplates the advance payment of an amount giving the right to use the Service and/or the Services chosen by the Customer or Consumer pursuant to the terms better specified when Entering into the Contract in the website and referred to, where applicable, in the E-mail, such top up must be used within 12 months (hereinafter the "Expiry Term") from the start of the Service and/or the Services chosen by the Customer or Consumer. If at the Expiry Term the Customer or Consumer has not used in full the "top up" paid for, Enter shall be entitled, unless otherwise provided by a mandatory provision of law, to retain the remaining unused amount of the "top up". If on the other hand a mandatory provision of law so requires, at the Expiry Term the Customer or Consumer shall be entitled to request to receive back an amount proportional to the unused "top up". Upon payment of the "top up", the Service and/or the Services will be made available to the Customer or Consumer within 5 business days.

6. PERFORMANCE OF THE CONTRACT AND UNSOLICITED SUPPLY

6.1 Enter is committed to implement the Contract as from its conclusion, that is from the time of activation of the Service or Services by the Customer or Consumer in the manner described in the paragraphs above.

6.2 In contracts concluded with the Consumer, pursuant to Article 54 of the Consumer Code, in the event Enter fails to provide the service, due to the unavailability, temporary or otherwise, of the Service requested, Enter shall immediately inform the Consumer, and shall refund any amounts already paid for the supply.

6.3 Enter shall not fulfil its obligations by means of a supply other than that agreed upon, even if with equivalent or greater value and quality, without the prior consent of the Consumer, to be expressed at the time of completion of the On-line form.

6.4 In the event that the Consumer has not given any consent to the acceptance of a Service other than that agreed upon, that is, the Service provided has not been requested by him/her, the Consumer shall not be required to pay any amount.

7. METHOD FOR SUPPLYING THE SERVICES

7.1 The Services shall be provided by Enter and/or its subcontractors via hardware and software technological infrastructures (in their entirety: "infrastructure") available to Enter and/or its subcontractors.

7.2 Enter has the unquestionable right to change any element of the Infrastructure at any time without the need to inform the

Customer or Consumer. Only compliance with the characteristics of each Service must be ensured.

7.3 Enter and its subcontractors will use the Infrastructures in Italy or in European Union countries.

8. SUB-CONTRACTING

8.1 Enter shall have the right to use subcontractors for the supply of all or part of each Service.

8.2 Enter shall have the right to change the subcontractors at its unquestionable discretion.

8.3 A list of the subcontractors used by Enter within the sphere of each Service is available to the Customer or Consumer by writing to the e-mail address relating to the selected Service (supporto@cloudup.it, supporto@entercloudsuite.com, supporto@selfserver.it).

9. FAULT REPORTING. CUSTOMER SERVICE

9.1 The Customer or Consumer shall inform Enter in writing of any faults in the fruition of the Services or difference in the Service requested contacting the numbers (+39 02 25514 885 for Cloudup, +39 02 25514 886 for Enter Cloud Suite and +39 02 25514 862 for Selfserver) or using the e-mail address relating to the selected Service (supporto@cloudup.it, supporto@entercloudsuite.com, supporto@selfserver.it).

9.2 Enter will provide a response to the Customer or Consumer's report within 30 (thirty) days.

10. SUSPENSION OF THE SERVICES. SERVICE LEVELS

10.1 Subject to the provisions in Article 11, in case of failures, faults, defects or malfunctions in one or more elements of the Infrastructure and/or hardware or software equipment of third parties or the connection networks used to allow the Customer or Consumer to use each Service, even if due to unforeseeable circumstances, force majeure or acts or circumstances outside the control of Enter, Enter may suspend each Service for the time necessary to correctly restore it.

10.2 Subject to prior notice of at least 2 (two) business days to be communicated by e-mail to the Customer or Consumer, Enter may suspend the provision of each Service to allow the performance of routine maintenance tasks. In case of extraordinary maintenance, advance notice will be given to the Customer or Consumer wherever possible.

10.3 In all cases referred to in the preceding paragraphs, no compensation and/or consideration for any reason will be due by Enter to the Customer or Consumer.

10.4 Enter undertakes to ensure a level of service continuity (hereinafter: "SLA- service level agreement") equal to or greater than 99.85% on an annual basis. Therefore, the SLA shall not apply to Contracts with a duration of less than one year. In the event of non-compliance with the SLA, Enter will be required to pay a penalty equal to the amount paid by the Customer or Consumer in proportion to the percentage between the total unused Services and the SLA. It is expressly understood that for each Contract the penalty may not exceed 15% of the value of the fee paid by the Customer or Consumer for the Contract during the year in which the malfunction occurred leading to service continuity falling below the SLA level.

10.5 In accordance with the provisions of the Charter of Services and the General Contract Terms and Conditions, Enter shall monitor the use of the infrastructure for security reasons and to prevent or stop abuse. To this end, Enter reserves the unquestionable right to suspend and/or temporarily restrict access to the Service with respect to one or more users if it detects an abnormal and/or intensive and/or fraudulent use of the Service (including but not limited to: UDP flood, CPU burn, peer to peer file sharing and similar) which, at Enter's unquestionable discretion is capable of prejudicing the use of said Service by other users. In this case, Enter will immediately notify the user subject to a restrictive measure and wait for any justification. In any case, in the cases described above, Enter may take action to recover the damages suffered and may terminate the General Terms and Conditions pursuant to Article 1456 of the Italian Civil Code.

11. EXPRESS TERMINATION CLAUSE. WITHDRAWAL

11.1 In case of breach by the Customer or Consumer with regard to even one of the obligations referred to in Articles 13.1, 13.2, 13.3, 13.5, 13.5 and 13.6 of the General Terms and Conditions, as well as in other circumstances envisaged therein, Enter shall be entitled to terminate the Contract within the sphere in which the breach took place pursuant to Article 1456 of the Italian Civil Code by sending to the Customer or Consumer a registered letter with return receipt with obligation of the same to pay any fees due for the services rendered in addition to compensation for any damage suffered by Enter and any penalties provided for in the General Terms and Conditions.

11.2 Enter shall have the right to withdraw from the Contract if the Customer is subject to executive, bankruptcy, receivership procedures, or other insolvency procedures, in any event becomes insolvent or ceases assets to creditors, is subject to attachment or any other form of restriction on its assets or is placed in liquidation, voluntarily or on a compulsory basis, with the exception of the contracts Entered into with Consumers.

12. LIMITED LIABILITY

12.1 Enter ensures the continuity of the Services, without prejudice to the possibility of temporarily suspending the same during ordinary and extraordinary maintenance services as per Article 10.

12.2 Except to the extent required by law, Enter, together with its parent companies, subsidiaries, affiliate and any of their assigns and tenants, will not be deemed liable vis-à-vis the Customer or Consumer, its successors and/or third parties which the latter is obliged to indemnify in any way for any damage, material or otherwise, direct and/or indirect, as well as for any interruption or suspension, even partial, malfunction or delay in the provision of each Service, caused by and/or connected to any circumstance due to fault or negligence, however slight, of the Customer or Consumer. In particular, the responsibility of Enter is excluded:

a) For damage resulting from (i) the malfunctioning of hardware or software resources owned and/or available to the Customer or Consumer, (ii) defective or incorrect use of one or more of the Services by the Customer or Consumer, (iii) performance, by the Customer, Consumer or a third party not expressly authorized by Enter, of interventions and/or tampering of the Services, (iv) breach of provisions and regulations by the Customer or Consumer, (v) inability of the Customer or Consumer to connect to the Internet and/or in any case to the Services due to fault or cause on his/her part, directly or indirectly, or otherwise on the part of a third party, under the control, even contractually, of the Customer or Consumer.

b) For damage caused by the equipment and/or software owned by or available to the Customer or Consumer to people or property of Enter, its parent companies, subsidiaries, affiliate and any of their assigns, tenants and/or third parties, even if due to their defects or faults both in manufacture and occurring subsequently. In any case, the Customer waives as from the signing of the Contract raising any dispute, exception, demand, claim, right, claim for compensation, or action of any kind or nature against Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, in the case of damage, material or otherwise, direct and/or indirect, interruption or suspension, even partial, malfunction or delay in the provision of Services, resulting from the provisions of this Article 12.2.

Except to the extent required by law, Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, will not be held liable vis-à-vis the Customer or Consumer, its successors and/or third parties which the latter is obliged to indemnify in any way for any damages, material or otherwise, direct and/or indirect, arising from and/or connected to unforeseeable circumstances and/or force majeure or acts of third parties. Force majeure means events which Enter cannot expect or credit including, but not limited to: sudden lack of power, explosions, lightning, earthquakes, fire, floods, strikes, acts of vandalism or intentional acts. In particular Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, shall not be held liable for damage resulting from:

a) Interruptions/suspensions, even partial, malfunctions, delay in the provision of Services;

b) Destruction, loss, theft, damage, deterioration, total or partial, of the Content of the hardware or software equipment of the Customer, Consumer and/or Enter;

c) Failed activation of one or more Services.

In any case, the Customer or Consumer waives as from the signing of the Contract raising any dispute, exception, demand, claim, right, claim for compensation, or action of any kind or nature against Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, in the case of damage, material or otherwise, direct and/or indirect, if the same were to suffer it as a result of the occurrence of the matters envisaged in this paragraph.

12.4 Enter will not be held liable vis-à-vis the Customer or Consumer for any damage caused by failure to meet its obligations when the act does not depend on intentional misconduct or gross negligence of Enter. In any case, the Customer waives as from the signing of the Contract raising any dispute, exception, demand, claim, right, claim for compensation, or action of any kind or nature against Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, in the case of damage, material or otherwise, direct and/or indirect, if the same were to suffer it because of Enter's failure to meet its obligations, when this has not depended on intentional misconduct or gross negligence of Enter.

12.5 The Customer agrees to indemnify and hold harmless Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, from any dispute, exception, demand, right, claim for compensation, or action of any kind and nature which were to be taken against Enter, its parent companies, subsidiaries, affiliate and any of their assigns and tenants, by third parties for damages, material or otherwise, direct and/or indirect, in any way dependent on the provisions of the above points 12.2, 12.3, 12.4.

12.6 In no event shall the provisions of the preceding paragraphs be construed so as to result in a limitation of liability of Enter due to breach attributable to the same by way of intentional misconduct or gross negligence.

12.7 Without prejudice to the limits required by law and except as provided for in the preceding paragraphs, the parties agree that in all cases in which Enter were to be found liable vis-à-vis the Customer or Consumer:

a) Enter shall not indemnify the Customer, its successors and/or third parties to which the Customer or Consumer was accountable for any reason, for damages resulting from lost profits, lost productivity, missed depreciation and amortization, loss of profit or any form of loss of earnings or indirect and consequential damage or connected to the event giving rise to damage;

b) the damage to be compensated shall in no event exceed the total amount of the consideration actually paid by the Customer or

Consumer to Enter for the Service which gave rise to the right to compensation in the six (6) months prior to the alleged breach.

12.8 It is expressly understood that all liability with regard to the terms and conditions of the license to use the computer programs which may be installed by the Customer or Consumer on the technological infrastructure used by Enter for the provision of Services are exclusively to the charge of the Customer or Consumer regardless of the method used by the same to obtain the ownership and/or rights of use of the programs. To this end, the Customer or Consumer is obliged to inform Enter of any restriction and/or limitation that may give rise to claims of every kind and nature from the Customer or Consumer. In such a case Enter shall be entitled at its own discretion to withdraw from the Terms and Conditions and from any Contract if it considers that third parties may submit claims in relation to the computer programs installed on the technological infrastructure used for the provision of the Services. In the event of withdrawal by Enter, nothing will be due in any way to the Customer or Consumer. In any case it is understood that the Customer or Consumer agrees to indemnify and hold Enter harmless from any damaging consequence that may derive as a result of claims by third parties.

13. THE CLIENT'S OR THE CONSUMER'S OBLIGATIONS

13.1 The Customer or Consumer agrees to provide accurate personal information and keep it updated during the term of the Contract.

13.2 The Customer or Consumer agrees not to use any Service, and not to cause any third party to use them, in such a way as to give rise to offences of any kind and nature.

13.3 The Customer or Consumer is obliged to ensure that each Service is used only by persons authorized by him/her and subject to his/her direct control and hierarchical and disciplinary power assuming any responsibility in this regard.

13.4 The Customer or Consumer shall promptly inform Enter about any dispute, claim or proceeding brought by third parties in relation to each Service of which it becomes aware. The Customer or Consumer shall be responsible for any damage of every kind and nature, without exception, suffered by Enter due to failed or untimely communication.

13.5 The Customer or Consumer shall inform Enter about any partial or total interruptions of each service of access to telecommunication services provided by third party suppliers.

13.6 The Customer or Consumer shall be responsible for the Content and methods and reasons for the use of each Service and shall hold Enter harmless from any action, claim or exception which may be invoked by third parties in relation to the content and methods and reasons for the use of each Service by the Customer or Consumer. The Customer or Consumer assumes all responsibility also contractually (including, but not limited to: fairness in calculating the consideration owed by the Customer to its predecessors in relation to individual licensing policies) in relation to any software to be loaded on and/or used by the Infrastructure.

13.7 The Customer or Consumer guarantees the legitimate availability of data and/or information and in general of Content that will be loaded on and/or used by the Infrastructure.

14. PROCESSING OF PERSONAL DATA

14.1 Pursuant to and for the purposes of Article 13 of Italian Legislative Decree No. 196/2003, containing the Personal Data Protection Code (hereinafter "Code"), Enter shall provide some information regarding the use of personal data referred to natural persons, provided by the Consumer/Customer or otherwise acquired by Enter, even in the future, during the term of the contract.

Personal data will be processed for the following purposes:

a. Purposes strictly instrumental to the establishment/management of the Contract;

b. Purposes connected with the fulfilment of legal obligations, regulations, EU legislation, regulations issued by public authorities.

The provision of data which may be marked with an asterisk in the Form, although optional, is necessary to establish and manage the contractual relationship between the Consumer/Customer and Enter. The failure to provide for them or the partial or inexact provision may result in the impossibility to establish or to manage the contractual relationship. Subject to the previous specific consent of the data subject only, personal data may be also processed for the following additional purpose. The consent may be provided in the context of the signature of the Contract or later and may be revoked anytime: sending of advertising materials or direct selling, performance of market surveys and commercial communication using automated contact means (e-mail, fax) as well as traditional contact means (paper mail, operator-assisted phone calls). The provision of data and of the consent to the processing for this additional purpose is optional; the failure to provide for them, the partial or inexact provision or the failure to provide the consent will have no consequence on the establishment or the management of the contractual relationship. Under article 7 of the Code, the data subject has also the right to oppose anytime and free of charge, in whole or in part, to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market surveys or commercial communication performed through automated contact means (e-mail, fax) as well as traditional contact means (paper mail, operator-assisted phone calls) by writing to privacy@enter.it. If the data subject should prefer the processing of his/her personal data carried out for the aforementioned purposes to be performed through traditional contact means only he/she may oppose to the processing of his/her personal data performed through automated contact means by writing to privacy@enter.it. Data will be processed by paper, on-line, electronic, computerized or automated media with logic strictly related to the purposes of the processing and anyway in order to warrant the security and the confidentiality of data and communications, in full respect of the rights of the data subject and of the legislation in force.

Personal data may be processed within the aforementioned limits and with the aforementioned means, by employees and collaborators of Enter appointed as persons in charge of the processing and data processors, which receive operational instructions and operate under the direct authority of the Data Controller.

Personal data may be also processed by third companies that perform tasks of a technical and organizational nature on behalf of Enter and act as data processors. By way of example but not limited to:

- Companies that perform help desk services;

- Companies that perform telemarketing services;

- Companies that perform services for mailing of invoices and/or other documents to customers.

Personal data may be also disclosed to third companies that act as autonomous data controllers. By way of example but not limited to:

- Banks and lending institutions;

- Professional and consultancy firms;

- Insurance companies;

- Public authorities when provided by law.

Data will neither be disseminated nor transferred abroad. Please be informed that under article 7 of the Code, which is reported in full hereafter, the data subject may exercise anytime its rights towards the Data Controller or the Data Processor by writing to privacy@enter.it:

Article 7 of Legislative Decree 30 June 2003 n. 196 - (Right to Access Personal Data and Other Rights) - 1. A data subject shall have the right to obtain confirmation as to whether or not personal data concerning him exist, regardless of their being already recorded, and communication of such data in intelligible form. 2. A data subject shall have the right to be informed: a) of the source of the personal data; b) of the purposes and methods of the processing; c) of the logic applied to the processing, if the latter is carried out with the help of electronic means; d) of the identification data concerning data controller, data processors and the representative designated as per Section 5(2); e) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data in their capacity as designated representative(s) in the State's territory; data processor(s) or person(s) in charge of the processing. 3. A data subject shall have the right to obtain a) updating, rectification or, where interested therein, integration of the data; b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed; c) certification to the effect that the operation has per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected. 4. A data subject shall have the right to object, in whole or in part, a) on legitimate grounds, to the processing of personal data concerning him/her even though they are relevant to the purpose of the collection; b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys. The Data Controller is: Enter S.r.l. represented by its legal representative with headquarters in Milan (20128), Italy, Via Stefanardo da Vimercate 28. The Data Processor is the pro tempore individual responsible for IT Security domiciled care of Enter. An up-dated list of the data processors appointed by the Data Controller can be requested from said Data Controller or the Data Processor contacting privacy@enter.it

14.2. If the Customer considers that Enter is entrusted with the processing of personal data of which he/she is the Data Controller, he/she shall appoint Enter as external data processor for personal data of which he/she is the Data Controller with a document other than the Terms and Conditions. At the same time, if the Customer considers that Enter is entrusted with activities falling under the scope of application of the decision of the Italian Data Protection Authority of 27 November 2008, as Enter personnel and/or the staff of its subcontractors may perform functions related to the status of "system administrators", Enter shall commit to provide the Customer, upon request, with a list of staff members who have been appointed "system administrators" and that in their capacity are likely to act on personal data of which the Customer is the Data Controller. In addition Enter, subject to an economic agreement with the Customer, agrees to keep access and disconnection logs and data on attempts of access of its employees who have been appointed "system administrators" and that in their capacity are likely to act on personal data for a period of six months, undertaking to deliver them to the customer on request.

14.3. All logs generated by the information system managed by Enter on behalf of the Customer or otherwise held by Enter for the performance of the Contract are subject to the following provisions:

a. All logs collected according to the decision on system administrators of 27 November 2008, if applicable and without prejudice to any provision of Article 14.2 including the prior economic agreement, shall be retained for six months and made available to

the customer upon written request;

b. All logs collected as a result of any legal and/or regulation and/or regulatory requirement of every kind and nature shall be stored for the minimum time required by the regulation and made available to the Customer upon written request. It is expressly understood that in case regulations have arisen following the conclusion of the contract and/or whose obligations for log storage become effective after the conclusion of the contract, Enter will submit a technical and economic proposal to the customer as a supplement to the contract for the necessary regulatory compliance;

c. Each and every log the maintenance of which is not required under the law and the maintenance of which has been provided for in the contract and/or in the attachments will be maintained by Enter for the time provided by the contract and the logs will be made available to the customer upon written request subject to any economic agreement;

d. Each and every log the maintenance of which is not required under the law and the maintenance of which has not been provided for in the contract and/or in the attachments but which is deemed useful or necessary by Enter for the provision of the Services at its sole discretion, will be maintained by Enter for the time strictly necessary for the purposes of the collection and the logs will be made available to the Customer upon written request subject to any economic agreement; e. It is expressly understood that the logs referred to in the preceding paragraphs may be requested only and exclusively by the Customer's legal representative, in the manner described, and solely and exclusively by contacting Enter's Data Processor indicated in paragraph 14.1. It is expressly understood that the Customer shall not provide, nor Enter intends to know, the reasons underlying the request;

f. It is expressly understood that Enter's obligations on the measures to be taken for the maintenance of log files are solely those required by current regulations. In all other cases, failing contract provisions, Enter shall have no obligation to take special security measures and any and all responsibilities will be for the sole account of the Customer;

g. It is expressly understood that the Customer has the sole responsibility to verify that the maintenance of log files where not mandatory by law, is carried out in full compliance with current regulations also concerning trade unions and to this end the Customer agrees to indemnify and hold harmless Enter, its members, its directors and all the staff if log file maintenance and/or disclosure to the Customer is in violation of any law or right of third parties;

h. It is expressly understood that Enter will be entitled to deliver the logs in the event of a request from any public authority and that in such a case, unless it is expressly forbidden, Enter's sole obligation will be to inform the Customer;

i. It is expressly understood that whenever the Customer needs to make investigations and/or inspections on logs, Enter will provide any reasonable support, it being understood that any and all liability also in connection with any and all possible violation of any applicable laws, also concerning trade unions, shall be for the sole account of the Customer and to this end the same undertakes to indemnify and hold harmless Enter, its members, its directors and all the staff if log file maintenance and/or disclosure to the customer is in violation of any law or right of third parties;

j. It is expressly understood that Enter shall not be deemed liable for any non-conformity between the provisions in the General Terms and Conditions, and thus in the relevant implementation during the services, and any policies, regulations, specifications or otherwise any internal rule of the Customer;

k. It is expressly understood that it is the Customer's responsibility to report, within 10 calendar days, the entry into force of new regulations of each and any type requiring the maintenance of log files. In case of failure to report and/or agree on the methods and/or costs arising from the adjustment, any detrimental consequence or sanction for either the Customer or Enter will be for the account of the Customer.

14.2 The Customer duly notes that Enter, when accomplishing the Services, could have access to files and/or in any event to information (hereinafter: "Material") held by Enter and/or accessible to Enter. It being understood that Enter will access these Materials only if strictly necessary for the performance of the Services, if the Customer requires Enter to deliver and/or disclose and/or delete and/or copy and/or access and/or every and any other operation concerning such Materials (including, but not limited to: software, images, videos, etc...) and their contents and/or any and all data and/or information connected therewith:

a. It is expressly understood that the requests may be submitted only and exclusively by the legal representative of the Customer, in writing, and solely and exclusively by contacting Enter's Data Processor referred to in paragraph 14.1. It is expressly understood that the Customer shall not provide, nor Enter intends to know, the reasons underlying the request;

b. It is expressly understood that Enter will be entitled to deliver such Materials in the event of a request from any public authority and that in such a case, unless it is expressly forbidden, Enter's sole obligation will be to inform the Customer;

c. It is expressly understood that whenever the Customer needs to make investigations and/or inspections of such Materials, Enter will provide any reasonable support, it being understood that any and all liability also in connection with any and all possible violation of any applicable laws, also concerning trade unions, shall be for the sole account of the Customer and to this end, the Customer undertakes to indemnify and hold harmless Enter, its shareholders, its directors and all the staff if log maintenance and/or disclosure to the Customer is in violation of any law or right of third parties;

d. It is expressly understood that Enter shall not be deemed liable for any non-conformity between the provisions in the contract, and thus in the relevant implementation during the services and any policies, regulations, specifications or otherwise any internal rule of the Customer;

e. It is expressly understood that it is the Customer's responsibility to report, within 10 calendar days, the entry into force of new regulations of each and any type requiring the retention of these Materials. In case of failure to report and/or agree on the methods and/or costs arising from the adjustment, any detrimental consequence or sanction for either the Customer or Enter will be for the account of the Customer. It is expressly understood that in case regulations have arisen following the conclusion of the contract and/or whose obligations to retain such Materials become effective after the conclusion of the Terms and Conditions, Enter will submit a technical and economic proposal to the customer as a supplement for the necessary regulatory compliance.

15. CONSUMER'S RIGHT TO WITHDRAW: DISCLOSURE AND EXERCISE OF RIGHT

15.1 Italian Legislative Decree No. 206 dated 2005 will only apply in contracts Entered into with Consumers. In any event, the right of withdrawal as per Article 55.2, letter a) of Italian Legislative Decree No. 206 dated 2005 is excluded, since as from the moment of compilation of the On-line form or Form, the Consumer Enters into the Contract for the supply of the selected Service, whose execution takes place as from the moment of acceptance and therefore before the deadline of ten days as from the date of signing, by way of departure to the deadlines envisaged by Article 64.1 of the Consumer Code.

15.2 The Consumer declares that, accepting the immediate execution of the Contract, it duly notes that it must waive the right to withdraw to be exercised within 10 days of the Contract being Entered into.

16. INVALIDITY OF THE CLAUSES

In the event that one of the General Terms and Conditions or part of the same is deemed invalid or inapplicable, the invalidity shall not invalidate the remaining part of the clause or the General Terms and Conditions which will continue to be fully applicable. The articles of the General Terms and Conditions declared invalid or unenforceable will be replaced by other legally permitted clauses that shall make it possible to give the General Terms and Conditions a content as close as possible to the General Terms and Conditions.

17. APPLICABLE LAW AND JURISDICTION

17.1 The General Terms and Conditions are governed by Italian law. The Milan Court has sole jurisdiction for any disputes, with the exclusion of any other concurrent court, except in the cases where the law expressly envisages a specific court of jurisdiction.

17.2 In Contracts concluded with Consumers the provisions of the Consumer Code will apply.

17.3 The Parties hereby mutually agree that this agreement, and any or any deed, certificate, instrument or agreement contemplated by, connected with or arising from this agreement, shall be governed by Italian law including as to execution, performance, termination, damages (even indirect and/or partially connected), interpretation of this agreement. The Parties further agree that any amendment to this provision shall only be made in writing.

17.4 The Parties hereby mutually agree that the courts of Milan shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, or as result of this agreement, including without limitation in relation to the execution, performance, termination, damages, interpretation of this agreement. The Parties further agree that any amendment to this provision shall only be made in writing.

DISCLOSURE FOR THE CONSUMER PURSUANT TO ARTICLE 52 OF THE CONSUMER CODE

(Italian Legislative Decree No. 206 dated 6 September 2005)

Pursuant to and for the purposes of Article Article 52 of the Consumer Code, Enter informs you as follows:

1. Enter s.r.l is headquartered in Milan, Via privata Stefanardo da Vimercate 28, 20128.
2. The Service you have purchased has the following essential characteristics: An IT service which makes it possible to save/store and/or process data (via CPU or software) through the use of hardware/software resources distributed and virtualized on the Web.
3. The price of the Service is individual, and varies depending on the Service and the features you have chosen and the use for which the Service is intended and is referred to when completing the On-line form or Form.
4. The total price of the Service, as indicated in step 3, is inclusive of taxes and duties.
5. The total price does not include any additional expenses that have not previously been communicated to you.
6. The payment of the price to purchase the Service can be made under the following conditions: payment by credit card or PayPal account.
7. The different technical steps for the conclusion of the contract and for the activation of the Service are indicated under Article 2 of the contract and precisely:
 - a.1) For the on-line conclusion of the Contract with Enter, it is necessary to compile the On-line form to subscribe to the selected Service and send it to Enter via the Website. This determines the conclusion of the Contract for the purchase of the Service.
 - a.2) After the execution of the Contract, the Consumer will receive an e-mail confirmation from Enter. In order to activate the CloudUp Service, the Consumer must notify Enter of the receipt of the e-mail thereby activating the Service referred to on the On-line form, following the instructions contained in the e-mail (the customer must activate the service within 5 days of receipt of the e-mail).
 - a.3) In the event of On-line stipulation, the Contract can be downloaded from the Website. The Consumer shall have to: initial the Contract on each page; sign the Contract at the bottom; accept clauses on unfair contract terms; submit the initialled and signed Contract to Enter, according to one of the following methods:
 - scanned, by e-mail sent to the address relating to the selected Service (supporto@cloudup.it, supporto@Entercloudsuite.com, supporto@selfserver.it).
 - by fax to the number +39 02 25514 875;
 - by registered mail with return receipt to the address (Via privata Stefanardo da Vimercate 28, 20128, Milan).
 - a.4) In the event that the Consumer does not comply with points a.2) and a.3), Enter shall be entitled, by sending an e-mail reminder requesting compliance within 5 calendar days, to terminate the Contract pursuant to Article 1456 of the Italian Civil Code via a registered mail with return receipt without prior notice. In that case, no dispute may be raised by the Consumer who will not be entitled to any compensation and without prejudice to the right of Enter to retain the amount paid by the Consumer for the first month of Service provision.

b) For the on-line conclusion of the Contract with Enter, it is necessary to compile the Form to subscribe to the selected Service and then send it to an Enter sales representative.

c) In cases of on-line conclusion of the Contract, the selected Service is activated after the execution by the Consumer of the instructions contained in the e-mail.

d) In cases of off-line conclusion of the Contract, the selected Service is activated as from the moment of receipt by the Customer of the e-mail used to inform of the possibility of starting to use the Service.

e) If envisaged on the Website, the Consumer shall be entitled to a free trial according to the detailed terms and conditions available on the Website. In any case, it is understood that the General Terms and Conditions shall also apply to the free trial to the extent compatible with them.

8. Pursuant to article 55.2, letter a), Enter informs you that by filling out the On-line form or the Form you will give immediate effect to the performance contained in the contract, resulting in waiver of the right to withdrawal within 10 working days. Thus by way of departure to the general principle laid down by Article 64 of the Consumer Code which provides for the right of withdrawal of the consumer, without any penalty and without giving any reason, within 10 working days. As for the clauses excluding the right of withdrawal, Article 55.2, letter a) of the Consumer Code provides for the case of:

- the provision of services if performance has begun, with the consumer's agreement, before the expiry of ten working days.

The mode of delivery and terms of Service activation, described in these notices as well as in the contract, may be amended at any time by Enter subject to prior notice.

10. Enter informs you of your right not to make any payment in the event of unsolicited supplies or provision performed other than that agreed upon at the time of filling in the On-line form or Form. It is understood that only in the case of express consent of the consumer, Enter shall deliver a different service, as long as quality and value are equal or greater, compared to the Service purchased.

11. The Cloudup Contract does not have a minimum duration, and is effective as from the moment the Service is activated. The contract for Enter Cloud Suite Service based on consumption does not have a minimum duration. The contract for the flat-fee Enter Cloud Suite Service has a minimum period of 1 (one) month with minimum non-refundable advance payment equal to one month's fee. The Selfserver Contract has a minimum duration of 1 (one) month, and is effective as from the moment the Service is activated.

12. Any offers made by Enter at the time of filling in the On-line form or Form for the purchase of the selected Service have duration and validity limited to that Service, except for any future offers which may be made by Enter.

13. Enter informs you that the contract shall be automatically renewed for a period of time equal to the initial term, except in case of refusal to be notified with written notice of ten days in the manner described at point a.3).

14. The contract Entered into will be filled by Enter and the Consumer may request a copy sending an e-mail to customer services relating to the selected Service (supporto@cloudup.it, supporto@Entercloudsuite.com, supporto@selfserver.it).

15. If, while filling the On-line form, the Consumer makes data entry errors that will be forwarded to Enter for the conclusion of the contract, the consumer must give immediate notice to customer services, according to the following procedure: it will be necessary to send an e-mail to Enter customer services relating to the selected Service (supporto@cloudup.it, supporto@Entercloudsuite.com, supporto@selfserver.it) indicating the registration e-mail address and the error made.

16. The Contract is governed by Italian law. Any dispute relating to the application, execution, interpretation and violation of Contract will be handled by the Court of residence of the Consumer.

17. Any comments relating to customer service regarding the selected Service, reporting faults or complaints can be sent:

a. By e-mail sent to the address relating to the selected Service (supporto@cloudup.it, supporto@Entercloudsuite.com, supporto@selfserver.it)

b. By registered mail with return receipt to Enter Customer Service (Via privata Stefanardo da Vimercate 28, 20128 Milan);

c. To the phone number +39 02.25514.885 for Cloudup, +39 02.25514.886 for Enter Cloud Suite, +39 02.25514.862 for Selfserver.

18. The Consumer has the right to purchase the Service free from any defects and in compliance with the purpose for which it is intended. In any case, the contract executed with the Consumer shall be governed according to warranty provisions in compliance with the manners and terms contained in the Consumer Code.