

## API TERMS AND CONDITIONS

This contract (hereinafter referred to as the "Contract") governs the relationship between Openapi S.p.A. Unipersonale (hereinafter "Openapi") and the natural or legal person (hereinafter "Customer") who, acting in the course of their commercial, entrepreneurial, or professional activity, requests the provision of services (hereinafter "Services") offered on the marketplace <https://openapi.it> (hereinafter "Website") and provided by third parties holding the licenses and authorizations required by current legislation (hereinafter "Suppliers") through Openapi's Application Programming Interfaces (hereinafter "API").

**1. Website Terms of Use** 1.1 Openapi grants users a personal, non-exclusive, and non-transferable right to use the Website in accordance with the provisions of this article (hereinafter "Terms of Use"). 1.2 Using the Website implies acceptance by the user of the Terms of Use in effect at the time of browsing. It is the user's responsibility to review them and check for any changes since the last consultation. 1.3 Access to and navigation on the Website must be carried out using adequate hardware and properly licensed software. 1.4 Openapi provides no guarantee regarding the proper functioning of the Website or the absence of suspensions or interruptions due to malfunctions or maintenance and/or restoration interventions, even without notice in case of urgency. 1.5 All contents of the Website (e.g., text, graphics, logos, trademarks, interfaces, code, technical documentation) are owned by Openapi and are protected by copyright, industrial property, patent, and trademark laws. 1.6 Users are prohibited from: (i) copying, reproducing, distributing, or making any unauthorized use of such content; (ii) attempting to access restricted Website sections; (iii) testing the Website's vulnerability; (iv) accessing information of other users; (v) using the Website for illegal activities or dissemination of unlawful materials. 1.7 The user agrees to indemnify and hold Openapi harmless from any harmful consequences, including third-party claims or sanctions from competent authorities, due to violations of the Terms of Use. 1.8 Openapi reserves the right to prohibit the user's use of the Website if it believes the user's conduct violates the Terms of Use. In such case, no compensation or indemnity will be due.

**2. Customer Account Registration and Activation. Contract Conclusion** 2.1 To use the API and Services, the Customer must complete the registration and account activation procedure as instructed on the Website, providing the documentation required by Openapi (hereinafter "Registration"). Completing the Registration and/or checking the "I accept the Terms and Conditions" box expresses the Customer's intention to conclude the Contract, which will be deemed read, understood, and unconditionally accepted. 2.2 The Customer must provide truthful and complete personal data and other requested information. Except for legal obligations, Openapi is not required to verify the accuracy of the information and may suspend the Customer's account if there are disputes about data or payment details without owing any refund or compensation. 2.3 During Registration, the Customer must create login credentials (username and password, hereinafter "Credentials"), which will validate access to the Website. An API Key will be generated and assigned to the Customer to create API tokens. 2.4 The Customer agrees to: (i) promptly notify Openapi of any changes to personal or payment information; (ii) choose secure Credentials; (iii) keep Credentials and the API Key confidential and accept liability for loss, third-party disclosure, or unauthorized use; (iv) inform Openapi of unauthorized use or security violations. Failure to do so will result in liability for resulting damages. 2.5 The Customer acknowledges that all operations executed using the Credentials and authentication tools will be attributable to them, and evidence of such operations will be provided solely by Openapi's server logs, waiving any objections.

**3. Amendments to the Contract and Privacy Policy** 3.1 Openapi may periodically amend the Contract and Privacy Policy. Changes will be published on the Website and communicated in the developer area. 3.2 The amendments will be deemed accepted when the Customer performs either: (i) checking the "I accept the Terms and Conditions" box upon logging in; (ii) requesting Services via API call after at least 15



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(fifteen) days from the notice mentioned in Article 3.1. 3.3 No prior notice is required if the changes are due to regulatory, administrative, or judicial requirements.

**4. Use of Services and API** 4.1 Openapi grants the Customer a temporary, non-exclusive, and non-transferable right to use the API and access the Services under the terms of the Contract, with no other obligations. The Customer must comply with all usage limits and restrictions set forth in the Contract and Privacy Policy. 4.2 Services are provided by Suppliers upon Customer's API request. Openapi will receive, process, and validate the request, returning the required data to the Customer's application. The Customer must respect API call limits and other restrictions indicated on the Website. 4.3 The Customer confirms knowledge of API features and declares to have the technical skills and resources to use the Services as per Openapi's procedures and protocols ("Protocols"). 4.4 Openapi may update the Protocols to reflect technological developments, Supplier requirements, or security/authentication best practices. The Customer must adapt to the latest technical specifications published on the Website. 4.5 Service features, functionalities, and delivery methods are described on the Website. The Customer confirms having evaluated them before purchasing the Services. 4.6 The Customer agrees not to misuse the API, including: (i) bypassing security controls or API call limits; (ii) decompiling, reverse engineering, modifying, or duplicating Openapi software, applications, or algorithms. 4.7 Openapi may change its commercial offerings at any time and does not guarantee the continuity of Services or related APIs.

**5. Fees and Payments** 5.1 The fee for each Service ("Price") is indicated on the Website and based on the price list at the time of purchase and any applicable pricing plan. Unless otherwise guaranteed, Openapi may modify the price list at any time based on market conditions, Supplier rates, and commercial policy. 5.2 The Customer must pay the Price in advance at the time of purchase to enable Openapi to forward the order to the Supplier. 5.3 Even if accepted, Openapi may refuse to provide the Service if: (i) the Customer lacks legal or contractual requirements; (ii) required documents are missing; (iii) reasons arise preventing full execution, including those related to the Supplier. 5.4 Payment must be made using the Customer's account balance ("Plafond"), which is topped up via the payment methods indicated on the Website ("Top-up"). Funds in the Plafond do not accrue interest, and the Customer may not purchase Services exceeding the available Plafond. 5.5 The Plafond represents a purchase commitment. Unused funds by the Contract's end will be retained by Openapi after 30 (thirty) days' notice via email. The Customer has no right to a refund of the remaining Plafond at expiration or early termination not attributable to Openapi. 5.6 Openapi issues tax documents as required by law. All taxes related to Service purchases are borne by the Customer.

## 6. Duration and Termination

**6.1** The contractual relationship between Openapi and the Customer has a duration of 12 (twelve) months, starting from the account activation date. Each payment made by the Customer to top up the Credit Balance ("Plafond") resets the Contract's duration term.

**6.2** Upon expiration of the Contract term, Openapi will temporarily keep the Customer's account active, without prejudice to Article 5.5 regarding the Credit Balance. Openapi will deactivate the Customer's account and deny access to the Services if no further top-ups are made within an additional period of 90 (ninety) days.

**6.3** Unless otherwise agreed in the Contract for a specific Service, within 3 (three) months following the termination of the Contract for any reason, the Customer may request Openapi to retrieve, free of charge, their data and/or any content submitted, created, or obtained through the use of the Services. After this period, Openapi will proceed to delete said data and content, along with all other information associated



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with the Customer and their account, except for what must or may legally be retained.

**6.4** The Customer acknowledges and accepts that it is their responsibility to submit the request mentioned in Article 6.3 in a timely manner; failure to do so shall release Openapi from any liability for the permanent loss of the Customer's data and/or content submitted, created, or obtained through the Services.

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## **7. Customer Obligations and Restrictions**

**7.1** The Customer may not assign, either in whole or in part, the Contract and/or any rights acquired under it to third parties; any such assignment shall be deemed ineffective and unenforceable against Openapi.

**7.2** The Customer is solely responsible for obtaining, at their own expense, the necessary technology (hardware, software, internet connection) to use the purchased Services. Openapi does not guarantee compatibility between the Customer's equipment and the APIs or Services.

**7.3** The data and information provided by Openapi are for the Customer's exclusive use. The Customer may not copy, reproduce, transfer, or use them for purposes other than those explicitly agreed in the Contract without prior written authorization from Openapi. If such authorization is granted, the Customer must:

- (i) inform their own customers that their data will be shared with third parties to provide the requested service;
- (ii) have an appropriate privacy policy in place and handle customer data with security and confidentiality standards at least equal to those outlined in Openapi's Privacy Policy;
- (iii) adopt all necessary measures required by applicable data protection laws or otherwise suitable to ensure data confidentiality and security.

**7.4** The Customer is also prohibited from:

- (i) using Openapi's trademarks or distinctive signs, as Openapi retains all intellectual property and commercial exploitation rights over its APIs and Services;
- (ii) acting as if they are an organ, representative, agent, or proxy of Openapi;
- (iii) engaging in conduct that could confuse Openapi's business with that of the Customer;
- (iv) leading third parties to believe they are acting on behalf of Openapi;
- (v) using the APIs and/or Services in a way that causes harm to Openapi, its Providers, or third parties, or violates applicable laws, including those on copyright, trademarks, patents, and unfair competition.

**7.5** If the provision of data and information through the Services qualifies the Customer as an independent data controller under applicable law (including Regulation (EU) 2016/679, Italian Legislative Decree 196/2003 as amended by Legislative Decree 101/2018, and rulings by the Data Protection Authority — "Privacy Law"), the Customer agrees to indemnify Openapi from any liability arising from unlawful processing of such personal data, including damages claimed by data subjects or sanctions imposed by competent authorities.

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## **8. Warranties and Liability of Openapi**

**8.1** The APIs and related technical documentation are provided by Openapi "as is", without any warranty as to:

- (i) their operation in relation to the Customer's systems and applications;
- (ii) their suitability to achieve the Customer's intended results from the Contract.

**8.2** Openapi has no control over its Providers' operations, and the Customer confirms they have evaluated the features, functionalities, and delivery procedures of the Services as described on the Website.



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**8.3** Openapi may, at its sole discretion, modify the features and functionalities of the Services and APIs at any time, including to reflect changes made by Providers, provided that such modifications are clearly communicated on the Website and reflected in the related descriptions and documentation.

**8.4** Where Services involve the supply of data from public sources, Openapi guarantees only that the data reflects, as of the extraction date, the information contained in the relevant public databases and registries. Openapi is not liable for any errors or omissions in these sources.

**8.5** If the Service provides value-added information products ("Informative Products"), including assessments or alphanumeric indicators, Openapi guarantees only the correctness of the applied algorithms and methodologies. The Customer acknowledges that:

- (i) any judgment expressed is predictive and indicative only;
- (ii) Informative Products should not be the sole evaluation tool;
- (iii) the information is not exhaustive;
- (iv) the Customer must integrate such data with other independent evaluations;
- (v) the Customer assumes full responsibility for initiating, maintaining, or terminating any relationships based on the information;
- (vi) decisions made using the Products are at the Customer's sole discretion, and Openapi is not liable for any negative outcomes.

**8.6** For Services involving the retrieval of information from INPS or Bank of Italy databases (e.g., DURC or credit reports), the Customer authorizes Openapi to act on their behalf, including delegating a social assistance agency ("Institute") to extract the required data. The Customer agrees that:

- (i) in drop-shipping mode, the documents will be sent directly by the Institute or Entity;
- (ii) if the Customer authorizes Openapi to receive the documents, they will be handled confidentially and solely for the execution of the service.

**8.7** In these cases, Openapi is only responsible for submitting the request and issuing the mandate to the Institute. If the service fails or is not delivered, Openapi will only refund the amount paid, excluding all other liability. Openapi is not responsible for the accuracy of data from the Entities or the Institute.

**8.8** Except in cases of willful misconduct or gross negligence, and unless otherwise provided in the Contract, Openapi's liability is limited to the amount paid by the Customer for the Service. This amount constitutes a contractual penalty under Article 1382 of the Italian Civil Code. Openapi is liable only for direct financial damages resulting from its actions, excluding any indirect damages, such as lost profits, customers, or business reputation.

**8.9** Neither Openapi nor the Providers shall be liable for delays, malfunctions, suspensions, or interruptions due to force majeure or Customer's own actions, or any issues beyond Openapi's or the Provider's control (e.g., incompatible Customer technology, failure to comply with technical requirements, internet outages, software/hardware failures, malware, or incorrect/incomplete data provided by the Customer).

## **9. Special Conditions for Postal Services**

**9.1** The terms and conditions of this article apply to the purchase and provision of the postal services listed and described on the Website (hereinafter, "Postal Services").

**9.2** Postal Services are provided by Poste Italiane S.p.A. ("Poste") through the "Postaonline via host-to-host connection" service, which Openapi accesses on behalf of the Customer. The Customer assumes all related rights and obligations by granting Openapi power of attorney upon conclusion of the Contract and purchase of each Postal Service.

**9.3** The Customer acknowledges that Openapi is not a representative or agent of Poste and has no authority to enter into agreements on behalf of Poste in the context of the Contract and provision of Postal Services.

**9.4** Postal Services are delivered by Poste in accordance with applicable laws and regulations, and in



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compliance with the timelines and quality standards outlined in the Quality Charter, available at [www.poste.it](http://www.poste.it), which the Customer declares to have reviewed. The Quality Charter also outlines complaint procedures, compensation terms, and limits, which the Customer accepts as fully satisfactory, waiving any claim for damages, indemnity, and/or reimbursement against Openapi.

**9.5** The website [www.poste.it](http://www.poste.it) lists any optional services available from Poste for each Postal Service, including activation procedures, related costs, and delivery times, which the Customer declares to have reviewed, releasing Openapi from any liability in this regard.

**9.6** Except as specifically provided under Article 9.10 for the "Online Telegram" service, Postal Services include electronic acceptance, printing, and envelope insertion of documents generated by the Customer in electronic format, followed by dispatch and delivery to the recipient at any valid national or international postal address. The features, delivery times, and procedures for each Postal Service are listed on the Website by Openapi in accordance with Poste's specifications. The Customer must supplement this information with what is published by Poste at [www.posta-online.it](http://www.posta-online.it).

**9.7** The Customer acknowledges the Postal Services delivery process consists of the following key phases: recipient validation; transmission of delivery data; pre-confirmation (acceptance of data and return of a shipment ID); confirmation of dispatch by the Customer with receipt of the acceptance number and date from Poste; conversion to paper and envelope insertion, including optional return receipt; dispatch and final delivery. Once the shipment is confirmed, it can no longer be cancelled or modified.

**9.8** The Customer acknowledges that the document must comply with the format and specifications listed on the Website. Otherwise, Openapi and Poste shall bear no responsibility.

**9.9** For the Online Registered Mail service, the "Digital Retrieval" function allows the recipient to digitally retrieve the message content. If this function is available from Poste and activated by the recipient, the Customer acknowledges that:

- (i) any return receipt will be provided in digital format;
- (ii) delivery is deemed completed upon digital retrieval by the recipient;
- (iii) digital retrieval precludes subsequent physical delivery or in-branch collection.

**9.10** The "Online Telegram" service consists of the electronic submission of a text-format record containing all data required for delivery to a valid postal address. If the recipient or authorized individuals are absent, the telegram is delivered to the mailbox with postal confirmation. The Customer acknowledges that Poste will not process the telegram if it contains illegal content or lacks complete address details, particularly the postal code (CAP).

**9.11** International Postal Services are accepted "at sender's risk" and are guaranteed by Poste only for the domestic portion of the service. Poste and Openapi bear no liability for international handling.

**9.12** The Customer agrees:

- (i) not to use Postal Services to violate laws, regulations, or official orders;
- (ii) to indemnify Openapi and Poste against any losses, damages, liabilities, costs, or claims arising from their misuse of the Postal Services and/or Contract violations.

**9.13** The Customer is fully responsible for the accuracy and completeness of all data provided to Openapi and/or Poste for service activation and use, and particularly for recipient data. Regarding the Online Telegram service, the Customer must also:

- (i) use words with a maximum of 35 characters; words exceeding this must be separated;
- (ii) check the telegram content before submission;
- (iii) include the correct postal code (CAP);
- (iv) provide the sender's address to receive delivery confirmation or failure notifications.

**9.14** Openapi and the Provider do not process the content transmitted via Postal Services and disclaim all responsibility for such content, which remains solely under the Customer's control.

**9.15** The Customer authorizes Openapi to store sent messages for 90 (ninety) days. After this period, the messages will be deleted unless the Customer purchases digital archiving services, and Openapi is released from all related liability.



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## 10. Special Conditions for Bulk Mail Services

**10.1** These conditions apply to the purchase and provision of the bulk mail service as described on the Website (the "Bulk Mail Service" or "PM Service").

**10.2** The PM Service is provided by Postel S.p.A., a subsidiary of Poste Italiane, via the "Salva e-invia Web" platform. This allows the receipt of customer-generated correspondence in electronic format, its processing, sorting to print centers, printing, envelope insertion, and handover to the postal operator for delivery.

**10.3** Openapi is not a representative or agent of Postel and cannot enter into agreements on Postel's behalf. The Customer must supplement information found on the Website with the documentation available on [www.postel.it](http://www.postel.it).

**10.4** The PM Service is provided in accordance with relevant laws and Postel's Online Sales Terms, available on [www.postel.it](http://www.postel.it), including liability limitations and compensation terms, which the Customer accepts as fully satisfactory, waiving claims against Openapi.

**10.5** Claims or complaints must be submitted to Postel and Openapi within 60 (sixty) days of the actual or expected execution date, using the procedures set out in the "Complaints and Conciliation" guidelines on [www.postel.it](http://www.postel.it).

**10.6** Correspondence is delivered using the Postatarget Basic product, without visible postage. The Customer declares to have reviewed and accepted the related terms, including the fact that undeliverable mail is not managed.

**10.7** Upon purchase of the PM Service, the Customer grants Postel a non-representative mandate to entrust Poste Italiane with delivery services in its own name and for the Customer's benefit. Except in cases of willful misconduct or gross negligence, Postel and Openapi are not liable for delays or issues during the delivery phase.

**10.8** The PM Service can only be used for informational, promotional, or advertising content relating to the Customer's business. It may not include merchandise or unapproved materials.

**10.9** The Customer is solely responsible for the content provided to Openapi and Postel and guarantees its compliance with applicable laws and Postel's specifications. Openapi and Postel are released from liability in the event of non-compliance.

**10.10** The Customer agrees:

- (i) not to use the PM Service to violate laws, regulations, or public authority directives;
- (ii) to indemnify Openapi and Postel against any loss, damage, liability, cost, or expense arising from misuse of the service or Contract violations, including intellectual property rights violations.

**10.11** The Customer authorizes Openapi to store messages for 90 (ninety) days. After this, Openapi will delete the messages unless the Customer has purchased digital archiving services. Openapi is released from liability for such deletion.

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## 11. Special Conditions for Data Provision Services

**11.1** These terms apply to the purchase and provision of data and information extracted from official databases and public registers, as described on the Website ("Data Services").

**11.2** Data Services are provided in accordance with applicable laws by third-party Data Service Providers, authorized under Art. 134 of the Public Security Law, registered with A.N.C.I.C., and subject to the Code of Conduct approved by the Italian Data Protection Authority (Decision No. 181/2021).

**11.3** Service features, delivery times, and usage procedures are described on the Website according to



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Provider specifications. Delivery times are indicative, and any delay does not constitute a breach. The Customer releases Openapi from liability for errors due to name/address similarities or public data delays/errors.

**11.4** The Customer agrees to:

- (i) not extract or allow mass extraction of data;
- (ii) not use Data Services to violate laws or regulations;
- (iii) provide only legally acquired and processed data;
- (iv) use the data lawfully and for relevant business purposes;
- (v) not use addresses for marketing communications;
- (vi) not present data in court;
- (vii) ensure data confidentiality;
- (viii) indemnify Openapi from any loss or damage resulting from improper use or Contract breaches.

**11.5** Any complaints or objections regarding the Data Services must be reported within 8 (eight) days of discovery and no later than 1 (one) year from service execution.

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## 12. Special Conditions for Digital Trust Services

**12.1** These terms apply to the non-exclusive distribution of digital trust services described on the Website ("DT Services").

**12.2** DT Services (such as digital signature, timestamping, certified email) are provided by accredited Certification Authorities (TSPs) under Article 29 of the Digital Administration Code and Regulation (EU) No. 910/2014 (eIDAS). The TSPs retain all intellectual property rights.

**12.3** The Customer authorizes Openapi to share their personal data with TSPs for DT Service provisioning in compliance with legal requirements.

**12.4** Service specifications, functionality, and technical procedures are outlined in Operational Manuals prepared by TSPs and available on their websites or the AgID portal ([www.agid.gov.it](http://www.agid.gov.it)).

**12.5** DT Services are distributed as defined by the TSPs and cannot be modified by Openapi. The Customer confirms having received all necessary information on service requirements and limitations.

**12.6** Provision of DT Services is governed by the TSP's sales conditions and Operational Manuals, which the Customer accepts upon purchase.

**12.7** Operational Manuals may change to reflect legal developments. The Customer accepts these changes as binding from the publication date on the AgID site.

**12.8** Openapi is only responsible for ancillary activities directly related to DT Services provision. Full responsibility for service compliance lies with the TSPs.

**12.9** The Customer agrees to:

- (i) provide accurate data and cooperate in the identification process;
- (ii) handle authentication tools with care and security;
- (iii) not use DT Services to store, transmit, or share illegal or harmful content.

**12.10** Except in cases of willful misconduct or gross negligence, TSPs and Openapi are not liable for:

- (i) the Customer's hardware/software suitability;
- (ii) misuse of the services;
- (iii) losses resulting from mishandling of authentication tools.

**12.11** The Customer acknowledges that misuse of DT Services may result in their suspension or termination by the TSP, and releases Openapi from any related liability.

## 13. Special Conditions Applicable to the Telephone Messaging Service



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**13.1** The terms and conditions set out in this article apply to the purchase and provision of the corporate telephone messaging service (hereinafter “Messaging Service”) provided by Openapi through its commercial partners, as described on the Website. The Messaging Service allows the Customer to send SMS/MMS messages, individually or in bulk, for social, informational, or promotional purposes, including by transmitting an alphanumeric string no longer than 11 characters (hereinafter “Alias”) in the caller ID field.

**13.2** The Code of Conduct adopted by Openapi pursuant to AGCOM Resolution no. 42/13/CIR, governing the creation, assignment, and use of Aliases in corporate messaging services and defining rules for protecting the rights of final users (hereinafter “End Users”), forms an integral part of this Contract. The Customer agrees to comply with the provisions of the Code of Conduct in force at the time of Contract conclusion and any updates thereto, of which the Customer must remain informed.

**13.3** The Customer acknowledges and accepts that they may only use Aliases they lawfully own or control. Use of an Alias requires providing Openapi with the necessary information in advance for registration in AGCOM’s database. Openapi is not liable for any consequences arising from the Customer’s delay in supplying such information.

**13.4** It is strictly prohibited to use generic Aliases, those similar to third-party Aliases, or those that do not clearly identify the party responsible for the message content or the related goods/services.

**13.5** Aliases referring to public institutions or authorities may only be used by such entities.

**13.6** Openapi will notify AGCOM of the termination of Alias use by the Customer within 24 hours of receiving notice from the Customer or upon termination of the Contract for any reason. Openapi will retain the messages sent through the Messaging Service for 2 (two) years.

**13.7** In using the Messaging Service, the Customer acts as the data controller of End User data and must comply with all applicable legal and regulatory provisions, including data protection laws (“Privacy Law”).

**13.8** Sending messages to End Users via the Messaging Service requires the Customer to obtain the recipients’ prior, explicit, free, informed, and specific consent. Unsolicited advertising or messaging to recipients who have no relationship with the Customer and have not provided valid consent is strictly prohibited.

**13.9** The Customer remains solely responsible for the content of messages sent through the Messaging Service. Openapi does not conduct any pre- or post-transmission content review. It is expressly forbidden to use the Messaging Service to send messages that:

- (i) infringe third-party intellectual property rights, even if not formally registered;
- (ii) are offensive, defamatory, harassing, violent, or otherwise illegal or inappropriate;
- (iii) attempt to violate the secrecy of correspondence or pursue other unlawful aims;
- (iv) involve spamming or similar techniques;
- (v) request calls to premium-rate numbers.

**13.10** Openapi reserves the right to:

- (i) suspend the Messaging Service and/or block Customer messages when there is reasonable cause to believe that the content violates the Contract, the Code of Conduct, and/or applicable laws;
- (ii) share Customer message tracking data with competent authorities if requested for legal purposes.

**13.11** Openapi makes no warranty as to the Messaging Service’s suitability for the Customer’s purposes and, except in cases of willful misconduct or gross negligence, disclaims any liability for:

- (i) loss of profits, business opportunities, or other indirect damages;
- (ii) delay or failure in message transmission due to telecom malfunctions outside Openapi’s control;
- (iii) financial losses connected to resale of the Messaging Service, for which the Customer is solely responsible.

**13.12** The Customer agrees to indemnify and hold harmless Openapi against any penalties imposed by authorities and/or claims by End Users or third parties arising from:

- (i) the content of messages sent via the Messaging Service;
- (ii) non-compliance with Privacy Law, particularly regarding data collection, processing, and storage;



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- (iii) inaccurate or incomplete information provided to Openapi;
  - (iv) breach of the Contract, the Code of Conduct, or applicable law.
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## 14. Special Conditions Applicable to Due Diligence Support Services

**14.1** This article governs information and monitoring services supporting the Customer's due diligence procedures, as described on the Website ("DD Services"). These services are provided by third parties ("DD Service Providers") holding the necessary licenses and legal authorizations.

**14.2** Access to DD Services is restricted to financial intermediaries, authorities, and other public/private entities acting in a professional capacity, for fulfilling anti-corruption, KYC, anti-money laundering, and anti-terrorism obligations, or legal obligations under contracts ("DD Law"). The Customer declares to have a valid legal basis for accessing the DD Services and processing third-party data in compliance with DD Law and Privacy Law.

**14.3** The Customer is granted a temporary, non-exclusive, non-transferable personal right to use the DD Services solely for the purposes permitted under DD Law.

**14.4** The following are expressly prohibited:

- (i) use of DD Services by subsidiaries, parent or affiliated companies unless authorized by Openapi;
- (ii) using DD Services for or on behalf of third parties;
- (iii) transferring DD Service data to third parties, even partially or indirectly;
- (iv) using such data for purposes not expressly allowed by the Contract, DD Law, or Privacy Law;
- (v) use of such data after Contract termination.

**14.5** If Openapi has reason to believe that the Customer is using the DD Services or related data unlawfully or in breach of the Contract, Openapi may suspend the service during the investigation and, if confirmed, may terminate the Contract under Article 15. In such case:

- (i) the Customer will not be entitled to refunds or compensation;
- (ii) the Customer must indemnify Openapi and the DD Service Providers against any damages resulting from misuse.

**14.6** Openapi and the DD Service Providers warrant the adoption of adequate technical and organizational measures to protect the confidentiality of processed data and restrict use strictly to what is necessary for delivering the DD Services and performing the Contract.

**14.7** The Customer acknowledges that:

- (i) all decisions regarding use, interpretation, and assessment of DD Service data are solely their responsibility;
- (ii) DD Service data must be integrated with other checks to meet legal obligations;
- (iii) DD Services do not constitute investigation, profiling, or any type of advisory service;
- (iv) DD Service Providers alone determine the public/private sources of data and may remove information as required by Privacy Law or if public interest ceases.

**14.8** Openapi and the DD Service Providers make no warranty as to the suitability or accuracy of DD Services for the Customer's needs.

**14.9** Except in cases of willful misconduct or gross negligence, Openapi and the DD Service Providers are not liable for consequences of Customer decisions based on DD Service data. Their liability is limited to direct, immediate damages and capped at the total fees paid by the Customer in the 12 (twelve) months preceding the event.

**14.10** To avoid forfeiture, any claim must be submitted in writing within 15 (fifteen) days of discovery of the issue.

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## 15. Express Termination Clause

**15.1** Without prejudice to any legal remedies and the right to compensation, Openapi may terminate the Contract under Article 1456 of the Italian Civil Code if the Customer breaches any obligations, prohibitions, or restrictions listed in Articles 2.2, 2.4, 4.6, 7.3, 7.4, 9.12, 10.10, 11.4, 12.9, 13.8, 13.9, and 14.5.

**15.2** Termination takes effect when Openapi notifies the Customer—also via email—of its intention to invoke this clause.

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## 16. Confidentiality

**16.1** Each Party (“Receiving Party”) agrees to protect the other Party’s confidential information (“Disclosing Party”) acquired during Contract execution, including financial/commercial data, projects, and strategic or technical information, even if not protected by law, provided they are relevant and confidential.

**16.2** Information that should reasonably be considered confidential under the circumstances is also covered.

**16.3** The following are not deemed Confidential Information:

- (i) public information not resulting from a breach;
- (ii) information known to the Receiving Party independently of the Contract;
- (iii) information disclosure required by law or judicial order, to the extent necessary.

**16.4** The Receiving Party must:

- (i) not disclose Confidential Information, in whole or in part;
- (ii) not use it for purposes unrelated to the Contract;
- (iii) take all necessary measures to safeguard it, granting access only to authorized persons under confidentiality obligations;
- (iv) keep the information confidential after Contract termination;
- (v) avoid using it to harm the Disclosing Party or compete with them;
- (vi) ensure any third parties involved also respect these obligations.

**16.5** The Disclosing Party retains full ownership of its Confidential Information.

**16.6** Except as expressly stated, the Disclosing Party grants no rights or licenses over its Confidential Information.

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## 17. Final Provisions

**17.1** These terms and conditions constitute the entire agreement between the Parties, replacing any prior agreements.

**17.2** If any clause is held invalid or unenforceable, the rest shall remain in force, with the affected clause modified as needed to remain valid.

**17.3** Any tolerance by Openapi toward breaches shall not be considered a waiver of rights.

**17.4** The Contract does not grant intellectual or industrial property rights over APIs or Services to the Customer.

**17.5** The Contract does not grant third parties any rights against Openapi.

**17.6** Openapi and the Customer remain fully independent and autonomous.

**17.7** The Contract does not create a partnership, agency, joint venture, or similar relationship.



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**17.8** The Customer expressly authorizes Openapi to assign the Contract or its rights to third parties.  
**17.9** For matters not expressly governed, the applicable law and regulations of each Service or Provider shall apply.

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## **18. Governing Law and Jurisdiction**

**18.1** The Contract is governed by Italian law.

**18.2** Any dispute regarding the validity, interpretation, execution, or termination of the Contract shall fall under the exclusive jurisdiction of the Court of Rome.

**Pursuant to Articles 1341 and 1342 of the Italian Civil Code**, the Customer expressly declares to have carefully read and specifically approved the following clauses of the API Terms and Conditions Contract, as listed and summarized below:

Art. 1.7 (indemnity in case of breach of the Terms of Use),  
Art. 1.8 (Openapi's right to restrict access to the Website),  
Art. 2.2 (Openapi's right to suspend the account and related waiver by the Customer),  
Art. 2.5 (Customer's waiver of objections regarding the attribution of operations),  
Art. 4.2 (Openapi's disclaimer of liability for API calls exceeding limits),  
Art. 4.7 (Customer's waiver of objections in the event of changes to Openapi's commercial offering),  
Art. 5.1 (Openapi's right to change Prices),  
Art. 5.3 (Openapi's right not to provide the Service),  
Art. 5.5 (Customer's forfeiture of the right to use the Credit Balance),  
Art. 6.1 (automatic renewal of the Contract),  
Art. 6.4 (Customer's forfeiture regarding data deletion),  
Art. 7.5 (Openapi's disclaimer of liability for unlawful personal data processing by the Customer),  
Art. 8.1 (acceptance of the APIs "as-is" and related Openapi disclaimer),  
Art. 8.3 (Openapi's right to modify APIs and Services),  
Art. 8.4 (Openapi's limitation of liability regarding public source data),  
Art. 8.5 (Openapi's limitation of liability concerning Informative Products),  
Art. 8.7 (Openapi's limitation of liability concerning data extraction from INPS and Bank of Italy),  
Art. 8.8 (limitation of compensation due by Openapi in the event of breach),  
Art. 8.9 (Openapi and Provider liability disclaimer),  
Art. 9.4 (Customer's waiver regarding Postal Service disruptions),  
Art. 9.5 (Openapi's disclaimer regarding accessory services provided by Poste),  
Art. 9.8 (Openapi and Poste's disclaimer for non-compliant documents generated by the Customer),  
Art. 9.11 (Openapi and Poste's disclaimer for international Postal Services),  
Art. 9.12 (Customer indemnity regarding use of Postal Services),  
Art. 9.15 (Openapi's disclaimer concerning deletion of Customer documents),  
Art. 10.5 (Customer forfeiture regarding the Bulk Mail Service),  
Art. 10.7 (Openapi and Postel's disclaimer regarding distribution and delivery of the Bulk Mail Service),  
Art. 10.9 (Openapi and Postel's disclaimer regarding technical non-compliance by the Customer),  
Art. 10.10 (Customer indemnity for use of the Bulk Mail Service),  
Art. 10.11 (Openapi's disclaimer regarding deletion of Customer documents),  
Art. 11.3 (Openapi's limitation of liability for delays and errors in Data Services),  
Art. 11.4 (Customer indemnity for use of Data Services),  
Art. 11.5 (Customer forfeiture regarding Data Services),  
Arts. 12.8 and 12.10 (Openapi and TSPs' disclaimers of liability for Digital Trust Services),



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Art. 12.11 (Openapi's disclaimer in case of suspension or interruption of Digital Trust Services),  
Art. 13.3 (Openapi's disclaimer for delays in provision of the Messaging Service),  
Art. 13.10 (Openapi's right to suspend the Messaging Service),  
Art. 13.11 (Openapi's disclaimer for the Messaging Service),  
Art. 13.12 (Customer indemnity regarding use of the Messaging Service),  
Art. 14.5 (Customer waiver and indemnity obligation regarding DD Services),  
Arts. 14.8 and 14.9 (limitation of liability in favor of Openapi and the DD Service Providers),  
Art. 14.10 (Customer forfeiture regarding DD Services),  
Art. 17.8 (Openapi's right to assign the Contract and related rights),  
Art. 18.2 (exclusive jurisdiction of the Court of Rome).



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