



Noamweb Srl  
Corso Michelangelo, 15  
95030 – Mascalucia (CT)  
ITALY  
Email [info@noamweb.com](mailto:info@noamweb.com)  
VAT ID: IT04417660877

**Noamweb Srl**, hereinafter referred to as "Noamweb," and the customer signing the subscription agreement, hereinafter referred to as the "Customer," hereby agree as follows:

- 1. OBJECT OF THE CONTRACT:** In the case of the subscription to the domain-only plan or domain + redirect, Noamweb agrees to register the domain name requested by the Customer, provided it is available, and to point it to the URL specified by the Customer. In the case of a hosting plan or dedicated server subscription, Noamweb agrees to provide hosting services through its own equipment and/or third-party equipment that it can legitimately use. In any case, the Customer agrees to pay Noamweb an amount equal to the fee and according to the payment methods indicated on the website <https://www.noamweb.eu> and within the dedicated area. The Customer may, at any time, opt for a more advanced solution through the specific function in the reserved area and by paying Noamweb the corresponding difference for the remaining months. If the Customer exceeds the agreed space and/or monthly data transfer limits, they agree to regularize their situation by upgrading to a more suitable plan. Excess traffic and disk space will be invoiced according to the current rates published on the Noamweb website. Noamweb reserves the right to change these terms at any time without prior notice; however, the Customer has the right to terminate this agreement at any time by using the "request cancellation" function within the reserved area.
- 2. DISCLAIMER OF LIABILITY:** Noamweb disclaims any responsibility for damages resulting from the inability to provide the service due to force majeure events and/or events beyond its control (wars, disasters, civil unrest, etc.). Outside of these cases, Noamweb agrees not to interrupt the agreed services except for maintenance and/or updates of the equipment used to provide them, and in any case, Noamweb will make efforts to restore the services as quickly as possible. In any event, claims for damages cannot exceed the amount paid by the Customer. Although Noamweb regularly backs up the data entered by the Customer in the allocated space, it cannot be held liable for any damage or alteration of such data, and the Customer remains responsible for taking precautions to avoid total or partial data loss.
- 3. CONFIDENTIALITY:** Access to the services provided by Noamweb is granted via a customer identification code (User-ID) and a password. The Customer is required to maintain the password in strict confidence and with the utmost care. The Customer will therefore be responsible for any damage caused to Noamweb and/or third parties due to the failure to comply with these obligations. The Customer agrees to notify Noamweb immediately and in writing in the event of theft, loss, or misplacement of the password.
- 4. WARRANTIES:** The Customer assumes full responsibility for the accuracy and truthfulness of the materials entered into the web space assigned to them, either directly or on behalf of third parties, and ensures that such materials are lawfully available to them, do not violate mandatory laws, and do not infringe any copyright, trademark, distinctive sign, patent, or other third-party rights arising from law, contract, and/or custom. The Customer agrees to comply with "netiquette" and acknowledges that it is prohibited to use or allow others to use the tools provided by Noamweb to send correspondence against public morals

or order, for the purpose of disturbing public or private peace, causing offense, or direct or indirect harm to anyone, and for attempting to violate the confidentiality of private messages. In any case, the information provided by the Customer must not contain content related to hacking, cracking, phreaking, and/or adult content, pornography, obscenity, blasphemy, or defamation. The Customer is also prohibited from uploading MP3 files, cracks, and warez, IRC services of any kind, and sending bulk emails through the service, under penalty of service suspension. Additionally, sending unsolicited advertising or communications, referring to websites or other services provided or hosted by Noamweb, is strictly prohibited. Noamweb reserves the right to suspend the service in the event of such violations.

5. **EXPRESS TERMINATION CLAUSE:** Under Article 1456 of the Civil Code, Noamweb reserves the right to terminate this agreement by sending written notice to the Customer in the event of non-fulfillment of any of the obligations contained in Articles 3 "Confidentiality" and 4 "Warranties." In any case, Noamweb retains the right to seek compensation for any damages suffered.
6. **DURATION AND EXPIRATION:** Upon placing the order, the Customer selects the minimum contract duration and the payment frequency from the available options. The subscription will begin on the activation date and will be automatically renewed upon expiration unless terminated by Noamweb at least 30 days before expiration via registered letter with acknowledgment of receipt, or by the Customer using the "request cancellation" function in their reserved area. In the case of an "immediate cancellation" request by the Customer, all Customer data will be deleted immediately; otherwise, data will be deleted at the contract's natural expiration.
7. **DEFAULT AND SERVICE SUSPENSION:** The Customer agrees to submit payment for the subsequent period by the due date of the current period. If payment is not received by this date, Noamweb reserves the right to suspend the service indefinitely. To reactivate the service, the Customer must pay the outstanding amount plus a reactivation fee of €10.00 + VAT. In this case, the availability of the domain name or stored data cannot be guaranteed, and the data will be completely deleted 30 days after the contract's expiration. Noamweb reserves the right to suspend service for customers who fail to comply with any of the obligations in Articles 3 "Confidentiality" and 4 "Warranties."
8. **COMMUNICATIONS:** All communications related to this contract must be sent by the Customer to Noamweb SRL, Corso Michelangelo 15, 95030 Mascalucia (CT) - ITALY, or via email to tickets@noamweb.com. Noamweb will send all communications to the email address provided by the Customer when filling out the online form, and the Customer is responsible for ensuring that this address remains functional and accessible throughout the contract's duration. These communications may also be sent to email addresses assigned to the Customer or provided by Noamweb.
9. **RIGHT OF WITHDRAWAL:** Pursuant to Legislative Decree No. 50 of January 15, 1992, the Customer may exercise the right of withdrawal within 30 days from the activation of the service by notifying Noamweb via registered letter with acknowledgment of receipt. As per the law, the right of withdrawal cannot be exercised in relation to domain registration or transfer if the process has already started or been completed with the registration authorities. The domain cost will be deducted from the amount based on the applicable rates. For services with monthly billing (e.g., VPS, dedicated servers), days during which the service was used will not be refunded. Any setup fees, if applicable to the purchased service, and refund shipping costs remain the Customer's responsibility.
10. **PRIVACY POLICY:** In compliance with the provisions of Article 13 of REGULATION

(EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND COUNCIL of April 27, 2016 (GDPR), relating to the protection of natural persons concerning the processing of personal data, and the free movement of such data, we inform you that:

- 11.The data controller is Noamweb SRL, Corso Michelangelo 15, 95030 Mascalucia (CT) - ITALY, email tickets@noamweb.com;
- 12.The data is voluntarily provided by the user when deciding to use the services provided by Noamweb through the completion of an online registration form. The data is transmitted encrypted to protect it from unlawful third-party interference;
- 13.The data requested at registration is solely for fulfilling legal obligations (e.g., for tax purposes), to provide the requested service (e.g., domain registration), and for related notifications (e.g., system maintenance or failures). These data are not used in automated decision-making processes (e.g., profiling). They are automatically deleted from the archives once these needs cease, even without the user's request;
- 14.The Customer is not obliged to provide the requested data, but failure to do so will prevent Noamweb from providing the requested service, and the contract will not be effective;
- 15.The data will be processed directly by Noamweb Srl and will not be shared with third parties, except for electronic invoicing, handled by the intermediary company Archivium S.r.l. and in cases required by law (e.g., judicial authorities) or when the service itself requires it, such as for domain registration, which involves transmitting the data to the relevant entities for publication in public registries (whois);
- 16.Requests for support and legally required documents are stored in the Customer area and can be accessed in real-time by the interested party;
- 17.The data is stored in IT systems with high security standards, and access is restricted to Noamweb Srl or its authorized technical personnel. Backup copies are made within Noamweb's exclusive systems;
- 18.The Customer can access, view, and modify their personal data in real-time through the reserved area, using exclusive credentials. They also have the right to request immediate deletion, portability, opposition to processing, or revocation of consent when the contractual obligations end or when an early termination of the contract is requested. Without such data, Noamweb is unable to provide the contracted services. The Customer may file a complaint with the supervisory authority (Data Protection Authority);
- 19.As a hosting provider, Noamweb provides users with IT and telematic tools for the temporary storage of data in digital documents, files, databases, emails, etc. These data may be publicly accessible (e.g., through a website) or restricted (e.g., via passwords). Noamweb takes all necessary measures to safeguard the confidentiality of such data and does not analyze the content unless requested by the user for troubleshooting. Noamweb may generate statistics on metadata, such as disk space usage, and use automated tools to detect viruses or malware;
- 20.Temporary data is stored on servers located in Italy and, if explicitly requested by the Customer, may be stored on servers in other EU or non-EU countries. Backups are made for recovery in case of system failures. All data, including backups, is deleted 30 days after the contract terminates;
- 21.The services and programs running on Noamweb servers may log user access data, such as IP addresses, date, time, and browser type. These logs are used solely for diagnostic purposes, to improve service quality, to calculate billable elements like traffic, and to

comply with legal obligations.

**22.REFERENCE TO LAWS:** Any matters not addressed in this contract will be governed by applicable laws.

Rev. 30/04/2025