

ADVANCED ELECTRONIC SIGNATURE SERVICE REGISTRATION FORM

MIP Politecnico di Milano Graduate School of Business Scpa (hereinafter also referred to as the **Provider**), in compliance with the provisions of Italian Legislative Decree 82/2005 (the Digital Administration Code), wishes to adopt and encourage the use of electronic documents in place of analogue documents for the provision of its services.

The law encourages the electronic signature of electronic documents, which requires a technology based on an Advanced Electronic Signature system with a One-Time Password (hereinafter also referred to as **AES OTP**) that is valid and relevant for all legal purposes.

Information notice on the processing of personal data pursuant to the General Data Protection Regulation (GDPR) – EU 2016/679

Dear Client,

In order to activate the Advanced Electronic Signature Service with One-Time Password (hereinafter also referred to as the **AES Service**), we require that you provide certain of your personal data.

These data are required to generate the Advanced Electronic Signature that ensures the contract is signed in the form required by law.

The Personal Data (hereinafter also referred to as **Data**) provided at the time of registration for the AES Service will be processed by MIP Politecnico di Milano Graduate School of Business Scpa in accordance with the purposes and using the methods indicated in this information notice and in the General Terms and Conditions of Service.

The collected data will be processed in accordance with the principles of fairness, lawfulness and transparency, and with the principles of consistency of purpose, transparency and integrity.

The provision of data is not subject to your consent, because refusal will make it impossible to provide the requested service and to use the AES OTP solution. Should you not register for the Service, you will not be able to sign documentation using AES OTP, but you will be able to sign documents with a traditional handwritten signature on paper.

For questions concerning this information notice or the operations described herein, including the methods used to process your Data, and to exercise the rights set out in Articles 15 et seq. of EU 2016/679 – General Data Protection Regulation (GDPR), please contact the Data Processor as described in detail in point 7 of this notice.

1. Categories of data collected

We will collect the following categories of Data:

- Personal data: specifically, biographical data necessary to identify you, and contact details.

2. Method of processing

The Data are processed in electronic format only.

Specific security measures are taken to prevent data breaches, unlawful uses, unfair uses or uses not complying with the purposes for which the data were collected and unauthorised accesses.

The Data will be kept only for the time and scope for which they were collected.

3. Purpose and legal basis of processing

The Data collected will be processed to enable the provision of the AES Service for the purpose of signing documents electronically.

The legal basis for processing is the fulfilment of contractual obligations.

Processing is necessary for the provision of the service described below.

The provision of data is compulsory only insofar as they are necessary for signing the document using the Advanced Electronic Signature with One-Time Password; any refusal to provide such data and/or the provision of inaccurate or incomplete data will make it impossible to use this method.

The document may still be signed on paper.

4. Communication of Data

Where the conditions are met, the Data may be communicated to the following entities:

- Judicial authority, in the event of a complaint regarding the truthfulness of the signature
- Public authorities

These entities will process the Data as independent Data Controllers.

5. Duration of processing and storage period

The collected Data are processed for the time strictly necessary for the indicated purposes. In any case, they will be kept for a period not exceeding 20 years from signature, without prejudice to the limitation period for the legally enforceable rights of the Data Subject, as and when applicable.

6. Rights of the Data Subject

As a Data Subject pursuant to Articles 15 et seq. of the GDPR, you may exercise the following rights:

- request rectification of your Data in our possession if they are inaccurate
- request erasure of your Data
- request the restriction of Data processing activities

- pursuant to Article 21 of the GDPR, you may object to the processing of your Data by the Data Controller at any time, provided there are no legitimate reasons to proceed with the processing that override the Data Subject's interests, rights and freedoms, or that are necessary for the establishment, exercise or defence of legal claims

You may exercise these rights free of charge by writing to the following e-mail address: privacy@gsom.polimi.it

As a Data Subject, you also have the right to lodge a complaint with the Italian Data Protection Authority, as indicated on the Authority's website at www.garanteprivacy.it.

7. Data Controller and Data Processor

The Data Controller is MIP Politecnico di Milano Graduate School of Business Scpa .

The Data Protection Officer is Avvera S.r.l., who can be reached at dpo@gsom.polimi.it.

InfoCert S.p.A. is the Data Processor for the Data required for the use of the AES Solution, duly designated for this purpose by the Data Controller.

Terms and Conditions of Service

1. Definitions

Subsequent cancellation of registration to the service and withdrawal of consent to the processing of the data required for the use of the Advanced Electronic Signature solution with One-Time Password (AES OTP) will lead to service deactivation.

AES Service

The AES Service is provided by MIP Politecnico di Milano Graduate School of Business Scpa under the terms and conditions set forth in this document and in the Operating Manual (MO-AES-OTP), which includes the Advanced Electronic Signature Solution with One-Time Password (AES OTP).

Operating Manual

The Operating Manual (code MO-AES-OTP) containing the technical and organisational information required to ensure the AES Service complies fully with the applicable legislation in force, and published on www.gsom.polimi.it (hereinafter **Operating Manual**).

Provider

MIP Politecnico di Milano Graduate School of Business S.c.p.a, sede legale Via Lambruschini 4c, Milano, Partita IVA 08591680155 (hereinafter also referred to as **Provider**), as an entity defined in Article 55 (2)(a) of Italian Prime Ministerial Decree of 22 February 2013, providing AES solutions for the purpose of using them in relations with third parties for institutional, corporate or commercial reasons, implementing them on its own behalf or using solutions implemented by third parties.

Implementer

The company responsible for implementing the AES Service pursuant to Article 55 (2)(b) of Italian Prime Ministerial Decree of 22 February 2013 is InfoCert S.p.A. - Company managed and coordinated by Tinexta S.p.A. - with registered office at Piazza Sallustio 9, 00187 Rome, VAT no. 07945211006 (hereinafter also referred to as **Implementer**).

User

The person registering for the AES Service of which they acquire ownership and for which they assume all of the obligations indicated in the document and in the Operating Manual (hereinafter also referred to as **Signatory**).

Advanced Electronic Signature with One-Time Password

The Advanced Electronic Signature with One-Time Password (hereinafter also referred to as AES OTP) is an electronic signature within the meaning of the law, linked solely to the Signatory, capable of identifying them (because it is based on an unqualified certificate issued to the Signatory) created using data that the Signatory may use under their sole control (One-Time Password) with a high level of security and linked to the registered data in such a way as to enable the identification of any subsequent modification of such data (signing with unqualified certificate in each signature field).

OTP code

The "One-Time Password" sent to the Client for authentication during the Advanced Electronic Signature with OTP generation process.

2. Scope

This Registration Form (hereinafter also referred to as Form) governs the relationship between the Provider and the Signatory for the activation of the AES Service provided by MIP Politecnico di Milano Graduate School of Business Scpa under the terms and conditions indicated in this Form and in the Operating Manual.

3. Technical characteristics of the proposed Service

The proposed Service makes it possible to sign electronic documents using the Advanced Electronic Signature with:

- a) Advanced Electronic Signature with One-Time Password
 - See the Operating Manual for a description of the AES OTP process.

4. Identification

The Provider verifies the Signatory's identity by examining one of the following valid and non-expired documents (identity card, passport, driving license), as required by Article 35 of Italian Presidential Decree 445 of 28 December 2000.

5. Validity and effectiveness of the AES OTP solution

The AES OTP solution is an Advanced Electronic Signature pursuant to Article 26 of the eIDAS regulation and Article 20 of the Digital Administration Code and, as such, meets the written form requirement and has the effectiveness required under Article 2702 of the Italian Civil Code.

6. Limitations of use

These Terms and Conditions of Service are limited to the use of the AES Service for the signature of pre-contractual and contractual documents (and related documents) with the Provider.

Pursuant to Article 13(2) of the eIDAS regulation, having duly informed the User in advance of the limitations of use for the Service provided, the Provider is not liable for any damages resulting from the use of the AES Service beyond the limits indicated.

7. Reference to the laws in force

This Form is governed by Italian law and will be construed and implemented as such. For anything not expressly provided for herein, the Service will be governed by current regulations.

8. Provider's obligations and responsibilities

The Provider's obligations are governed by the legislation in force and by the Operating Manual.

The Provider assumes no obligations other than those established by these Terms and Conditions of Service, the Operating Manual and the laws in force. In particular, the Provider does not guarantee:

- the proper operation and security of the hardware and software used by the User
- any uses of the Advanced Electronic Signature solution other than those provided for by current Italian regulations and the Operating Manual
- the regular and continuous operation of national and/or international electricity and telephone lines
- the validity and relevance—including evidential relevance —secrecy and/or integrity of the signature tool or of any message, deed or document associated therewith, with respect to deeds and documents subject to laws other than Italian law

9. User's obligations and responsibilities

The User is required to:

- take utmost care when using the signature tools to access the process
- provide the Provider with true and accurate personal data during the identification phase, bearing full liability for any damage to the Provider or to third parties due to concealment of their identity, falsely declaring to be a different person and providing inaccurate information
- indemnify and hold the Provider and/or third parties harmless from any and all claims made by third parties with regard to false statements or claims, or omissions made by the User regarding their identity, status and/or personal qualities
- read the contractual documentation provided by the Provider in its entirety

10. Duration of Service

The Service is equal to the duration of the signing session since, once the session is over, the Service is fully provided.

11. Communications

This Form, the pre-contractual documentation and a copy of the contract for the products and services provided by the Provider signed using the Advanced Electronic Signature will be sent to the e-mail address indicated in this Form.

Any communication, request for support and complaint, including requests pursuant to Article 57 of Italian Prime Ministerial Decree of 22/02/2013, may be sent to:

info@gsom.polimi.it

The Form will be kept by the Provider for the time and in the manner required by law and can be accessed by sending a request to the contact details above.

12. Place of Jurisdiction

In the event of disputes arising from the relationship, the exclusive place of jurisdiction shall be the User's place of residence or domicile.

REGISTRATION FOR THE AES SERVICE

I undersigned:

First Name _____ Last Name _____ Tax Number _____

E-mail _____ Mobile _____

having regard to the information provided by MIP Politecnico di Milano Graduate School of Business Scpa , in compliance with the regulations on the formation and storage of electronic documents, by affixing my electronic signature to this Service Request Form:

- hereby agree to use electronic documents in my relations with the Provider
- declare that I have read the information notice in accordance with Article 13 of EU 2016/679 - General Data Protection Regulation (GDPR)
- confirm the consistency and accuracy of the personal data provided and entered in this Form, which I have read, aware that anyone making false statements is punishable under the Italian Criminal Code and all applicable laws (see Italian Presidential Decree 445/2000)
- declare that I have read and accept the Terms and Conditions of Service
- request the Advanced Electronic Signature Service with OTP under the contractual conditions above

Signature