

QUALIFICATION SYSTEM

Suppliers of goods, service providers and work executors

IT REQUIREMENTS

1. Communications and methods of transmission

1. The use of the Account implies for the Economic Operator himself the full and complete acceptance of the terms and conditions of use of the IT System published on the Home Page of the Purchasing Portal. Any non-compliant use involves the sole responsibility of the Economic Operator and may be cause for cancellation from the Qualification System.
2. Any communication sent to the Economic Operators and/or exchanged between the Company and the latter will be considered to have been carried out in the manner indicated by the legislation in force on the subject of "Digital Administration";
3. The registrations made by the System and the operations carried out by the Economic Operators, carried out and archived in compliance with the technical provisions and regulations in force, are kept and are full proof against them. These recordings are confidential and will not be disclosed to third parties, except in cases where the law provides otherwise.
4. The Company and the Qualification System Manager cannot in any case be held responsible for any malfunctioning of the System which in any way could jeopardize or delay the delivery of communications to the final addressee.
5. It is also the responsibility and obligation of the Economic Operator concerned to always maintain in perfect functionality and efficiency:
 - a) connection to the System;
 - b) the certified e-mail box indicated at the time of presentation of the Application for Qualification.
6. Where possible, the Company will promptly notify IT system maintenance interventions via the Portal. In any case, the Economic Operators acknowledge and accept that access to the System may be suspended or limited at any time for the implementation of the necessary technical interventions aimed at restoring or improving the functioning or security of the System itself.

2. Account Retention

1. The Account and the relative password necessary for accessing and using the IT system are personal and must be kept by the Economic Operators with the utmost diligence and must not be disclosed or, in any case, transferred to third parties.
2. Economic Operators are required to use the Account and the relative password under their own exclusive responsibility, in compliance with the principles of good faith and correctness, without causing prejudice to the System, the Company and/or third parties.

3. The Economic Operators in possession of the Account and the relevant password undertake to immediately notify the Qualification System Manager of any loss, theft, improper or abusive use of such tools, expressly exempting the Company and the IT System Manager from any liability for any prejudicial consequences or damages, direct or indirect, which may be caused to them or to third parties due to the use of the Account and its password.
4. For security reasons, every 180 days, the system will ask you to change the password, it being understood that in any case all actions performed with the use of the assigned codes will be considered binding and attributable to the Account holder.

The Password must have the following characteristics:

- it must be at least 8 characters;
 - it must not contain the user's name and/or username;
 - it must contain at least three characteristics chosen by the user from the following:
 - one or more uppercase alphabetic characters (ABC...);
 - one or more lowercase alphabetic characters (abc...);
 - one or more numeric characters (123...);
 - One or more special characters (~!@#\$%^&* _+=`|\{}[];'"<>.,?/);
 - the 5 previously used passwords cannot be reused.
5. In the event that an Economic Operator has forgotten their Account or password, he/she must contact the IT System Manager, following the instructions given on the Site, concerning the procedures for assigning a new Account or recovering access credentials.
 6. All Qualified Operators are required to comply with the current Regulation on the use and conservation of the digital signature tool, expressly exempting the Company from any liability for prejudicial consequences of any kind, which may be caused to them or to third parties due to the use and the preservation of the digital signature tool.
 7. The operations carried out within the System are attributable to the Qualified Operator and are understood to be carried out at the time and day resulting from the System Records.
 8. All deeds and documents of the application must be signed by means of a valid digital signature certificate issued by a body included in the public list of certifiers held by AgID.
 9. Deeds and documents not signed in the required manner are not considered valid and effective.
 10. The current legislation relating to the electronic signature issued by a body included among those accredited by AgID or accredited in other states of the European Union, also apply if the electronic signature is based on a certificate issued by a certifier established in a non-member state of the European Union, when one of the following conditions occurs:
 - a) the certifier meets the requirements established by the European regulation in force and is qualified in a Member State;

- b) the certificate is guaranteed by a certifier established in the European Union, in possession of the requirements set out in the same regulation;
- c) the qualified certificate or certifier is recognized under a bilateral or multilateral agreement between the European Union and third countries or international organisations.

3. Warranties and indemnity

Except in cases of wilful misconduct or gross negligence, the Company and the Qualification System Manager will in no case be held liable for any kind of damage, direct or indirect, which Users or any third parties may suffer due to or in any case in connection with access, use or operation of the System.

4. IT System Manager

1. The IT System Manager is the party appointed by the Company to carry out the management and management services of the System and of the IT applications necessary for the functioning of the System itself, assuming all liability in this regard.
2. The System Manager controls the main operating parameters of the System itself, reporting any anomalies of the same.
3. The System Manager is also in charge of keeping the documents produced by the Users and sent through the System as part of the Qualification procedures and, in general, of the procedures relating to the Qualification System.
4. The System Manager is, in particular, responsible for the IT, logical and physical security of the System itself and plays the role of System administrator and, in any case, is responsible for the adoption of all the measures established by the current European Regulation on the protection of personal data.

Furthermore, the System Manager assumes the role of personal data processing manager and takes care, on behalf of the Company, of the obligations regarding the operation of the authorization processes.