



Special Conditions for SSL Certificates

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Art 1: Object

The present Specific Terms complement the General Terms of Service of **xervers**, as well as the Specific Terms of Registration, Renewal and Transfer of Domain Names and their purpose is to define the technical and financial conditions under which **xervers** undertakes to provide the Customer with a digital certificate for the website hosted on a compatible shared hosting service, within the **xervers** shared hosting platform and associated with the domain name chosen by the Customer and registered through **xervers** services.

The present particular conditions shall prevail over the general conditions and the particular conditions for registration, renewal and transfer of domain names if a contradiction arises between these documents.

Art 2: Access to Service and Conditions of Performance

A digital certificate is a data file digitally signed and issued by a certification authority in order to guarantee the legal relationship between the domain name and the website manager.

The digital certificate allows the Customer to encrypt the exchanges of information made through the website associated with the domain name that was registered with **xervers**.

The Service will be made available by **xervers** on condition that the Customer has a domain name and a compatible hosting service, with a digital certificate corresponding to each domain name.

Information about the hosting services compatible with the digital certificate is available at **xervers'** website.

The customer may subscribe to the service after ordering one or more domain names on the **xervers** website, according to the indicated rates and subject to having a compatible hosting service.

The Service is made available to the Customer by **xervers**, as soon as possible, as long as the domain name is validated by the competent Entity and the necessary DNS propagation, indispensable for the proper functioning of the Service, is completed.

The Customer recognizes that the digital certificate is linked to the domain name he has chosen (with or without www, subdomains are not included). In this sense, the digital certificate is not transferable from one domain name to another, either subscribed to with **xervers** or with another Registrar, either while the contract is in force or after its term.

Art 3: Client Obligations and Responsibility

The Customer empowers **xervers** to act vis-à-vis the certification authority, both to enter into subscription agreements and to confirm the request to the certification authority. The Client expressly authorizes **xervers** to send to the certification authority all information that is requested within the strict framework of the provision of the Service.

The Customer undertakes to have **xervers** as its sole interlocutor in connection with the provision of the Service. The Client waives the right to deal directly with the certification authority on matters related to the Service, except in exceptional cases for which it obtains the express agreement of **xervers**.

The Customer undertakes with **xervers**, in connection with the provision of the Service, that the information delivered relating to his data is accurate and up to date. The Customer accepts and acknowledges that the digital certificate may be cancelled by **xervers**, unilaterally, or by the certification authority, in the event that the Customer has provided incorrect information and data.

The customer assumes the commitment to be the only responsible for the access that makes possible the management of the website in which the digital certificate will be installed and to be the only responsible for the hosting space.

The customer undertakes to use the Service as a good parent in accordance with the Civil Code and case law.

Art 4: Obligations and Responsibilities of xervers

xervers undertakes to be diligent and careful in providing a quality service compatible with the common practices of the profession and the current state of the art. The liability of **xervers** is restricted to an obligation of means.

The obligations of **xervers**, arising from the present conditions, are limited to providing a digital certificate for the Website hosted on a compatible service, present on the **xervers** shared hosting platform and associated with the domain name registered by the client with **xervers**.

xervers may modify or terminate the Service only in the event that the certification authority ceases its operations or no longer has the right to issue digital certificates, and on condition that it has given the customer at least 30 days' prior notice through the usual means of communication (Email, xervers.com website). In this circumstance, **xervers** undertakes to reimburse the customer on a pro-rata temporis basis, taking the expected expiration date of the Service as the basis for the calculation.

Art 5: Contract Duration and Service Expiration

The Service is subscribed regardless of the duration of the hosting service to which the certificate is associated.

Art 6: Withdrawal/Resolution

In accordance with the terms of the [Consumer Law no. 24/96 of July 31](#), updated by [DL 67/2003](#), the client will have the digital certificate as soon as its payment is validated, regardless of the time required to issue it, and from that moment on the client will no longer be able to exercise its right to withdraw/resolve the contracted Service.

The client acknowledges that the creation of the SSL Certificate for its domain name constitutes a personalized provision of Service. Therefore, he is aware of the fact that, once its payment has been validated, he will not be able to exercise its right of withdrawal from this Service. This right may also not be exercised at the time of a renewal of the Service.