INTRED
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GENERAL TERMS AND CONDITIONS OF THE RESIDENTIAL CONTRACT
(Version 09-2023)

1. Subject of the Contract

1.1 Under this contract, INTRED S.p.A. (hereinafter "INTRED") undertakes to supply, and the "Customer" (the latter being defined as a natural person acting for purposes outside any business, commercial, craft or professional activity they may carry out) accepts, the data connection service over ADSL and/or VDSL and/or FTTH-GPon cable and/or the traditional Telephony service (PSTN/POTS) and/or in WLR (Wholesale Line Rental) mode and/or via IP protocol (in VOIP mode) and/or the "number portability" service and/or ancillary and/or optional services (hereinafter the "Service(s)") identified in the procedure for the conclusion of the Contract accessible at www.intred.it/per-te (the "Contract Proposal"). All prices include VAT, where applicable.

1.2 The relationship between INTRED and the Customer is governed by the provisions contained in these "General Terms and Conditions", in any Technical Annexes, in any Special Conditions and by the provisions of the Service Charter available on the website www.intred.it (together, the "Contract").

1.3 In the event of conflict between the various provisions, the order of precedence shall be as follows: Technical Annexes, Special Conditions, General Terms and Conditions of Contract, Service Charter.

2. Conclusion of the Contract

2.1 The request for provision of the Service must be made by a person who has the authority to do so, is at least 18 years of age and will become the holder (the "Holder") of the Contract.

2.2 In the case of a line already active with another Access operator, the Customer acknowledges and accepts that the termination of any contractual relationship between the Customer and an access operator other than INTRED shall be the Customer's own responsibility.

2.3 The Customer may request the activation of the Services by submitting the Contract Proposal through the dedicated online procedure on the website www.intred.it/per-te.

2.4 This Contract shall be deemed concluded following INTRED's acceptance of the request for activation of the Services, as submitted by the Customer in the manner indicated above, by sending the Customer a copy of the Contract and the order summary (the "Conclusion of the Contract").

2.5 INTRED reserves the right not to activate the Service requested by the Customer in the following cases: a) if the Customer is or has previously been in default towards INTRED; b) if the Customer has had bills protested or is subject to enforcement proceedings, or is subject to other insolvency proceedings, including controlled administration; c) if the Customer fails to provide adequate proof of their identity, domicile or residence or, where applicable, of their capacity as representative and/or agent of another party and of the related powers; d) if, for any technical, organisational or commercial reason, provision of the Services is impossible.

3. Duration and right of withdrawal

3.1 The Contract shall take effect from the Conclusion of the Contract and shall be for an indefinite term.

3.2 The Customer may withdraw from this Contract by giving 30 (thirty) days' notice, by registered letter with return receipt sent to the address indicated in Article 17 below or by PEC (certified email). INTRED shall deactivate the line in accordance with the notice received.

3.3 In the event of termination of the Contract, in addition to paying for the service up to the actual day of deactivation, the Customer shall pay INTRED a technical deactivation cost. The costs, submitted to the Italian Communications Authority ("AGCOM"), are set out in detail on the website https://www.intred.it/bandi-e-trasparenza.

3.4 The Customer's right to withdraw at any time without penalties remains unaffected where it is objectively impossible to actually activate the service covered by the Contract.

3.5 The Customer acknowledges that deactivation of the Service does not, under any circumstances, result in the automatic reactivation of the service with the previous operator, and does not guarantee the possibility of keeping the same telephone number.

3.6 Where the Customer has benefited from discounts linked to a predefined contract duration (annual and/or two-year), any withdrawal taking effect before the first contractual expiry date shall entitle INTRED to request payment of the expenses justified by the costs incurred, in addition to the technical deactivation cost, in accordance with Resolution 487/18/CONS.

3.7 Should the Customer decide to revoke the withdrawal, INTRED reserves the right to apply a one-off charge of €20.00 (twenty euros) plus VAT to cover the administrative and handling costs.

3.8 Should the Customer withdraw from the Contract and, at the same time, notify INTRED of their intention to transfer their telephone number to another operator, the Customer shall be responsible for contacting the new operator.

It is understood that, in order not to cause service disruptions to the Customer, the Service shall in any case remain active with INTRED until it is transferred to the management of the new operator. The Customer undertakes to pay the charges due until the actual migration to the recipient operator. If 30 (thirty) days elapse without that operator having transferred the service, INTRED reserves the right to deactivate the Services in any case.

4. Activation of the Service

4.1 The Customer acknowledges that the provision of the Service by INTRED is subject to a prior technical check by INTRED of the requested connectivity characteristics. If, on the basis of a technical feasibility assessment, the Service cannot be supplied, INTRED shall inform the Customer by email of the negative outcome of the feasibility assessment and shall not be required to supply any Service to the Customer or to pay the Customer anything, whether by way of penalty or compensation.

4.2 INTRED shall activate the Service within 60 (sixty) working days of the Conclusion of the Contract, except in the case of technical or organisational impossibility. If the service is activated by INTRED, with the Customer's consent, after the aforementioned 60 (sixty) working days from the Conclusion of the Contract, it shall be deemed valid.

4.3 The Service shall be supplied through connections between the technical infrastructure owned by INTRED and the equipment installed at the Customer's premises, via an internet connection made available at the Customer's premises by INTRED or by another provider appointed by INTRED.

4.4 The Customer shall allow INTRED, or another company appointed by it, free of charge, access to and crossing of their property, including underground, for everything required for the connections to the network and to protect its operation. The supply of the Service cannot be completed if the Customer does not allow such access and/or crossing. Where the connection to the network is prevented by third parties who do not allow crossing of and/or access to their property, INTRED shall not be liable for delays or for the withdrawal of the connection request.

4.5 The Service may be used in the manner indicated in the Contract.

4.6 Where necessary, upon activation of the Service, INTRED shall provide the Customer with the technical specifications, parameters, line numbers and security codes required to access the Service.

5. Supply of Voice Services, Ancillary Services and Numbers

5.1 The "Voice Service" is the publicly available telephone Service, or other electronic communications Service, that allows the Customer, directly or indirectly, to make and/or receive voice communications, in the manner, with the technical characteristics and within the limits indicated in the Contract. In any case, INTRED guarantees free access to the single European emergency number "112" and to the other national emergency and public utility numbers. It is also specified that the Voice Service offered with VoIP technology may not support the Customer's fax service.

5.2 The Voice Service offered with VoIP Technology requires suitable broadband internet connectivity, a continuous power supply and interoperability of the equipment used by the Customer. The Customer acknowledges that (i) the absence of power supply, (ii) interoperability problems relating to equipment not supplied by INTRED, (iii) the unavailability of a continuous and uninterrupted broadband access service when this is provided by third parties, make it impossible to make and/or receive communications, for reasons not attributable to INTRED. The Customer further acknowledges that (i) the quality of the VoIP Service depends strictly on the bandwidth available at the time of connection to the internet, which may be adversely affected by the factors indicated later in this Contract, which are independent of INTRED; (ii) the VoIP Service is not necessarily a substitute for traditional telephony (PSTN), but rather a value-added application that can be provided precisely over broadband internet access.

5.3 In INTRED's systems the geographic number is associated with the domicile declared by the Customer in the Contract. In any case, the geographic number may only be assigned within the geographic area to which the area code belongs, as provided by the laws in force. Each line identifier is in any case associated in INTRED's systems with the address declared by the Customer in the Contract. Therefore, the Customer acknowledges and accepts that any use

of the geographic number (including when activated with a VoIP Service or similar) outside the declared domicile cannot guarantee the correct operation of the Emergency Services.

5.4 In order to provide the Service, INTRED shall carry out all the technical and administrative formalities, including with the Customer's previous access operator, required to activate the Service. The commercial and contractual formalities between the Customer and the previous operator are excluded from this activity and remain the sole responsibility of the Customer.

5.5 The Customer acknowledges that access to all the services provided by other operators may not be guaranteed. Likewise, it will not be possible to guarantee that calls can be made to certain special numbers.

5.6 The Customer acknowledges and accepts that the activation of the Telephony Service, in the manner described above, does not guarantee the operation of any ancillary services provided by third parties whose operation relies on the Customer's telephone line (such as, by way of example, alarms, telecare, cable radio, etc.).

5.7 Furthermore, the Customer acknowledges and accepts that the technical activities required to activate the Service may cause a discontinuity in the Service, normally limited to the day on which INTRED carries out the change.

5.8 In the case of a request for the number portability Service, the Customer may exercise the option of keeping the telephone number assigned by another telephone operator.

5.9 In the case of the number portability Service, since the cooperation of both the donor operator and the recipient operator of the original telephone number is required, INTRED accepts no liability for delays and/or service disruptions caused by events attributable to or in any case depending on the donor operator, nor for the consequences for the Customer where the secondary numbers communicated by the operator to which the original telephone number is assigned, and present in its databases, do not correspond to the primary number indicated by the Customer when requesting the Service.

5.10 In the event of withdrawal, at the end of the deactivation procedure, the Service managed by INTRED shall cease without the possibility of restoration. Should the Customer intend to initiate a migration process to another Operator, they must necessarily do so before the end of that procedure.

5.11 The Customer of the Telephone Service has the right to be included free of charge in public telephone directories. For this purpose, INTRED provides the Customer with a specific form informing them of the responsibilities for providing the service of inclusion, use, modification and deletion of the Customer's personal data included in the Directories, as established by Law. The Directories are produced by third parties and INTRED cannot be held liable for the failure to include and/or the incorrect inclusion of data in the Directories attributable to such third parties or to the Customer.

6. Supply of Internet Services

6.1 The Service will allow the Customer to connect to the public electronic communications network Internet through different technologies such as, for example, xDSL, VDSL, GPON, FTTH. The technology used will be the one specified by INTRED on its website, which will also be specified in the Customer's order summary.

6.2 The Customer acknowledges and accepts that the actual speeds (access and browsing) also depend on technical factors independent of INTRED, such as: (i) the conditions of the physical access line; (ii) the capacity of the servers being connected to; (iii) the level of congestion of the internet, (iv) the possible adoption of prioritisation practices (Q.O.S. Quality of Service), (v) the characteristics of the terminal through which the Customer is connected, (vi) the level of congestion of any internal network of the Customer, and (vii) problems relating to its incorrect installation and configuration, if carried out by third parties.

7. Equipment on free loan and/or rental

7.1 The term "Equipment" and/or Devices means any technical device, including the hardware or software terminal for encoding communications into IP packets and for connecting to the INTRED platform, which is available to INTRED and is granted by it to the Customer on free loan or rental for the entire duration of the Contract, and which is covered for the same period by the guarantee provided by the manufacturer of the device. Rental involves the payment of a fee.

7.2 INTRED reserves the right to modify or replace, at its own care and expense, the Equipment, or part of it, for the needs of the Service or in order to improve it. Any replaced Devices shall have characteristics and functions similar or equivalent to those originally supplied. The Customer undertakes to agree with INTRED the dates on

which such work may be carried out and to return to INTRED the Devices that are no longer suitable.

7.3 The guarantee covers manufacturing or material defects under the same conditions and within the same limits provided by the manufacturer and set out in the relevant guarantee certificate. In any case, the guarantee does not cover any damage caused by the devices or by their incorrect use, and is strictly excluded in the following cases:

a. work, repairs or tampering carried out by the Customer or by personnel not authorised by INTRED;
b. removal or alteration of the identification codes, or their illegibility;
c. damage to the devices due to conduct attributable to the Customer or to lack of maintenance;
d. defects due to unexpected interruptions in the power supply (including weather events);
e. use of the devices not in accordance with the instructions received.

7.4 In the event of malfunctions, the Customer shall promptly notify INTRED. The support service shall be provided directly by INTRED or by authorised personnel, who shall have discretion to repair or replace the faulty device.

7.5 In the event of damage to devices covered by the guarantee, no cost shall be charged to the Customer; conversely, in the event of damage to devices for which the absence of guarantee coverage has been established, INTRED reserves the right to charge the Customer costs equivalent to the value of the device.

7.6 In the event of any configuration changes requested by the Customer and accepted by INTRED, the Customer may send the device to INTRED's premises or request a technician's visit *on site*. It is understood that any shipping costs shall be borne by the Customer. The call-out and the work of the INTRED technician at the Customer's premises shall also be borne by the Customer, as indicated on the website at the link https://www.intred.it/bandi-e-trasparenza/costi-tecnici.

7.7 The Equipment and devices granted to the Customer on rental or free loan are and remain the property of INTRED. The Customer undertakes to keep them free from seizures, attachments and any prejudicial act or charge, undertaking to compensate for all damage caused by failure to comply with this obligation.

7.8 The Customer undertakes to keep, protect and safeguard the parameters and credentials of the Equipment that may have been communicated.

7.9 INTRED Devices, whether granted on free loan or rental, already preconfigured for the INTRED network, may be used by the Customer solely to use the Services requested, following any instructions for use provided by INTRED and in compliance with the laws and regulations in force. The Customer undertakes to keep and preserve the devices and accessories with the utmost care and diligence, assuming all risks relating to their wear or deterioration caused by normal use. The Customer also undertakes not to transfer the equipment received to third parties for any reason or cause and not to open, dismantle, remove or tamper with the devices in any way in order to carry out work of any kind on them. In the event of breach of these obligations, the Customer shall compensate INTRED for all damage suffered.

7.10 Upon termination of the Contract, for any reason, the Customer shall promptly return to INTRED the Equipment in their possession at their own expense. Should this not happen, two reminders will be sent to the Customer at least 2 (two) weeks apart. If, after such reminders, the Customer does not return the Equipment, INTRED may charge the Customer the cost of the Equipment.

7.11 The Service is deemed to be provided up to the termination of the line of INTRED or of another operator used by it, where there is no equipment supplied by INTRED in any capacity at the Customer's premises. In the case of rental of the equipment, the Service is deemed to be provided up to the device rented and/or supplied on free loan by INTRED connected to the Customer's local network. Technical support for problems relating to faults in the Customer's LAN is excluded from this Contract.

7.12 The Customer acknowledges that the provision of the Service may be subject to limitations or interruptions in the event of a power failure in the Customer's building and/or within the condominium in which it is located. In such event, the Customer shall not be entitled to any indemnity, compensation or sum of money from INTRED for any reason as a direct or indirect consequence of the failure to use the Service.

7.13 INTRED Services, where provided for and in the absence of duly justified restrictions approved by the Authority, may be offered without devices. In such circumstances, INTRED shall merely provide, in accordance with Resolution 348/18/CONS, the specifications and all the parameters required for the correct configuration of the Service on the device owned by the Customer. From the sending of the above specifications and parameters,

INTRED shall no longer be able to provide any support on the device owned by the Customer. It is understood that any malfunction or failure of the access network resulting from the Customer's direct intervention on the configurations of the device owned by the Customer shall not be attributable to INTRED. The Customer agrees to hold INTRED harmless from any claim of any nature, including by third parties, arising from tampering with the device owned by the Customer that causes malfunctions and/or failures, general malfunction or interruption of the INTRED network.

7.14 Without prejudice to the provisions of this article, the Customer assumes sole responsibility in the event of use of network termination or security devices lacking the type approval or authorisation established by the regulations in force, or not compliant with the technical requirements or in any case different from those supplied by INTRED. In the event of improper use of the Services as set out above, INTRED may terminate this Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

8. Fault reports, fault repair, changes and configuration of services

8.1 The Customer shall report by telephone (to the customer support number indicated on the website www.INTRED.it) and/or in writing to INTRED's Customer Service, at the address indicated in Article 17 below, any malfunctions that totally and/or partially prevent use of the Service.

8.2 INTRED undertakes to remove any functional irregularities of the services in accordance with the Service Charter.

8.3 The repair service is free of charge only in cases of faults not attributable to wilful misconduct, fault, negligence or omission of the Customer, or attributable to malfunctions of systems or terminals used by the Customer and supplied by INTRED. INTRED provides Customers who so request with an additional customised maintenance service, the financial and technical conditions of which are to be agreed between the Parties in a specific contract. INTRED shall also provide the support service for any information and clarification requested by the Customer.

8.4 The Customer shall notify INTRED in writing of any request to change the configuration or specifications of the Services (such as, for example, the addition of an extra telephone number). INTRED shall respond to requests within the technical time required, checking their feasibility, which will be communicated to the Customer together with the date of introduction and invoicing to the Customer of any changes requested. INTRED may not make the changes requested by the Customer where this could damage the integrity of the network or its correct operation. Where such requests come from a Customer in arrears, INTRED shall fulfil the requests only after the arrears have been settled.

8.5 All work relating to the operation of the Services may be carried out only by INTRED or by third parties appointed by INTRED, bearing identification. Should it be necessary to access the Customer's home to repair the fault or activate the Service, such access shall take place by appointment, exclusively by INTRED personnel or personnel appointed by INTRED.

8.6 In the event of delay in activating the Service with respect to the maximum term provided for in the Contract, or of delay in transferring the line, following a written report of the disruption by the user, INTRED shall pay compensation for each non-ancillary service equal to €7.50 for each day of delay. In the event of administrative suspension or termination of one or more services without the necessary grounds, or without the required notice, INTRED shall pay compensation, for each non-ancillary service, equal to €7.50 for each day of suspension, naturally only following a written report of the disruption by the user.

9. Charges, invoicing and payments

9.1 For all the Services supplied, including any new Services activated by the Customer, the Customer shall pay INTRED the prices and/or fees in force on the date of signing of the Contract and indicated in the Contract Proposal and/or in any price list annexed to the Contract. For the provision of a *flat* Service, the Customer shall pay INTRED, as consideration, a fee in advance according to the chosen subscription, starting from the date of actual activation, and an activation fee as specified in the Contract Proposal. Unless specifically indicated in writing in the Contract Proposal, subscription fees shall be invoiced in advance every two months. The Customer shall pay INTRED the amounts due within 30 days of the invoice date, at the end of the month, by permanent direct debit from a current account through the SDD procedure. Without prejudice to Article 10 below, INTRED may make changes to the fees and prices of the Services supplied where such changes are favourable to the Customer.

9.2 Unless otherwise expressly agreed between the parties, INTRED shall issue its invoices for telephone traffic and/or any recurring services on a monthly basis. The Customer shall pay INTRED the amounts due within 30 (thirty) days of the invoice date, at the end of the month, by permanent direct debit from a current account through the SDD procedure. For each invoice issued, INTRED shall charge the Customer collection fees of €1.00 (one euro and 00 cents) plus VAT. INTRED reserves the right to postpone the invoicing date with respect to that indicated in the price list where the amount charged to the Customer is less than €20.00 (twenty euros and 00 cents) plus VAT. INTRED also reserves the right to bring forward the invoicing date with respect to that indicated in the previous paragraph where the amount charged to the Customer is higher than the Customer's average consumption or shows an anomalous level of traffic compared with the average profile of the type of Customer to whom the offer is addressed. If the Customer intends to dispute the invoice, they may activate the complaint procedure referred to in Article 20 or use any other means of protection governed by the regulations in force, while regularly paying the amounts shown on the invoice that are not disputed. The invoice will be sent to the Customer by email in electronic format; the Customer shall always have the right to ask INTRED to send it in paper format, in which case INTRED reserves the right to charge a shipping cost of €2.20 (two euros and 20 cents) plus VAT per invoice. Invoices can be viewed and downloaded from the My INTRED personal area, which can be accessed from the homepage of the website www.intred.it with the customer code and password indicated in the email and/or text message confirming activation of the service (see Revenue Agency Circular 12/E of 3 May 2013).

9.3 In the event of late payment, the Customer shall pay INTRED, as a penalty, default interest equal to the current statutory interest rate increased by 3 points, calculated on the actual days of delay, from the day following the due date until the date of payment or termination of the Contract. Furthermore, in the event of late payment, an amount of €20.00 (twenty euros) plus VAT shall be charged for the bank and administrative costs incurred by INTRED to recover the debt.

9.4 In the event of total or partial non-payment of the invoices, INTRED shall send two payment reminders. If the Customer fails to pay the amounts due, INTRED may suspend the provision of the Services in accordance with the law. After 15 (fifteen) days from the suspension, INTRED may terminate the Contract, without prejudice to the further remedies provided by law.

9.5 For the purposes of this article, partial payment of one or more invoices by the Customer shall not be considered non-payment where the unpaid amount relates to disputed charges for which a complaint procedure or a mandatory conciliation attempt is pending, pursuant to Resolution 353/19/CONS as amended (Regulation on procedures for the resolution of disputes between users and electronic communications operators).

9.6 Only payment made at least 15 (fifteen) days after the due date shall be considered late payment, without prejudice in any case to cases of delay in the issue or delivery of the invoice. In the event of fraud, repeated late payments or repeated non-payments and insofar as technically feasible.

10. Changes during provision of the Service

10.1 For supervening and proven technical, economic or management requirements, or where imposed by European Union or national law, INTRED may modify the technical specifications and the methods of provision of the Service, notifying the Customer thereof.

10.2 Should the changes referred to in the previous paragraph, unless imposed by the regulations in force, entail a change in the Charges due, the Customer shall have the right to withdraw from the Contract without incurring any cost.

10.3 INTRED shall inform the Customer of the contractual changes referred to in the previous paragraph by email, by means of a notice attached to the invoice or by other means established by the applicable regulations, with at least 30 (thirty) days' notice. The Customer may exercise the right of withdrawal within 60 (sixty) days of the notice of change, by registered letter with return receipt or by a notice sent by PEC to INTRED.

10.4 INTRED reserves the right to assign this contract to third parties, and any objection by the Customer shall be excluded.

11. Suspension of the Services

11.1 INTRED may at any time suspend the provision of the Services, in whole or in part, including without notice, for reasons of force majeure, including in the event of faults in the network and technical equipment, whether its own or that of other operators. INTRED may also suspend the Service, notifying the Customer, where the Public Authority or private parties report improper use of

the Services by the Customer, or where anomalous traffic is recorded compared with the average profile of the type of Customer to whom the offer is addressed, or use of the service contrary to laws, regulations or contractual provisions.

11.2 INTRED may also suspend the provision of the Services in the event of changes and/or maintenance notified to the Customer with an adequate period of notice (three days), without prejudice to the possibility of urgent work (lasting a maximum of three hours) to avoid greater service disruptions, which may be carried out with 12 (twelve) hours' notice.

11.3 After contacting the Customer to check that they are aware of the anomalous traffic generated or of the existing breach, INTRED may suspend the provision of the Services, informing the Customer immediately. Once the Customer has fulfilled their obligations, INTRED shall reactivate the suspended Service. If the Customer fails to fulfil their obligations within 7 (seven) days of the notice of suspension, the Contract shall be automatically terminated.

11.4 In order to prevent any technical complications related to congestion of the telephone lines used by Customers from compromising the efficient provision of the Service to all Customers by INTRED, INTRED reserves the right to interrupt the provision of the Service where the Customer's call lasts longer than 60 (sixty) minutes, without prejudice to the Customer's ability to make new calls. The Customer expressly accepts this limitation on the use of the Service.

12. Condition subsequent

12.1 The Contract shall be terminated by operation of law if the Customer is subject to enforcement proceedings, bankruptcy proceedings, controlled administration or other insolvency proceedings, in any case becomes insolvent or assigns their assets to creditors, suffers a seizure or other form of restriction on their assets or is placed in liquidation, voluntarily or compulsorily, unless INTRED decides to waive the right to rely on this condition.

13. Express termination clause

13.1 In the event of breach by the Customer of the provisions, and in the cases, referred to in Articles 2.1, 2.4, 9.4, 11.3, 14.2, 16.1, 16.2, 16.3 and 23.3, INTRED may terminate the contract under Article 1456 of the Italian Civil Code by written notice to the Customer of its intention to rely on this express termination clause.

14. Limitations of liability

14.1 INTRED guarantees the continuity of the Service, without prejudice to the possibility of temporarily suspending the Service, after informing the Customer, for necessary maintenance.

14.2 INTRED shall not be liable for interruptions, malfunctions or delays in the provision of the Services caused by: a) faulty or incorrect use of the Service by the Customer; b) faulty operation of the system or terminals used by the Customer; c) work on and/or tampering with the Services and the Equipment by the Customer or by third parties not expressly authorised by INTRED; d) force majeure, or total or partial interruption of the local access or call termination services provided by another telecommunications operator, if due to force majeure or to acts of third parties. Force majeure means events not foreseen and not foreseeable by INTRED and depending on natural events or acts of third parties, such as, by way of example and without limitation: explosions, lightning, earthquakes, hurricanes, fires, floods, strikes, failure by the Customer to comply with the regulations in force, in particular on fire prevention, safety and accident prevention.

14.3 INTRED shall not be liable towards the Customer and the parties directly or indirectly connected to the Customer, or third parties, for any damage, losses, expenses and costs they may incur in the event of suspension or interruption of the Service due to force majeure or fortuitous events. In no case shall INTRED be liable for damage suffered by the Customer consisting of loss of earnings, loss of business opportunities or other indirect damage of any kind, except in cases of wilful misconduct or gross negligence.

14.4 Where INTRED is responsible for the connection outage, or for reasons attributable to it, and the Service is not restored within the guaranteed times (unless otherwise agreed in writing with the Customer), the compensation set out in the Contract or in the Service Charter (available on the website www.intred.it) shall apply.

14.5 Any compensation is calculated from the opening of the ticket by INTRED following a report by the Customer. In any case, malfunctions caused by changes to the routing equipment made by the Customer or by third parties are excluded, such as, by way of example, configuration changes, opening of new Services and problems attributable to the lack of adequate electrical protection on the Customer's network.

14.6 Compensation shall be granted to the Customer in the form of an unconditional one-off discount

on the invoice, following a written request made by the Customer no later than 30 (thirty) calendar days from the end of the event.

14.7 Compensation is the sole and exclusive remedy for failure to meet the Service levels.

15. Sector regulations

15.1 The Customer acknowledges that INTRED provides the Services in accordance with Italian and European Union law on electronic communications.

16. Customer's obligations. Improper use of the Service

16.1 The Customer undertakes not to use the Service, and not to allow third parties to use it, to carry out communications capable of causing damage or disruption to telecommunications operators or users that involve breaches of the regulations in force. In the event of breach by the Customer, INTRED may suspend the provision of the Service at any time and without notice.

16.2 The Customer shall ensure that persons not expressly authorised by them do not use the Service. The Customer shall therefore assume full responsibility for any improper use of the Services.

16.3 The Customer shall promptly inform INTRED of any dispute, claim or proceedings brought by third parties in relation to the Services of which the Customer becomes aware. The Customer shall be liable for any damage, whether direct or indirect, suffered by INTRED as a result of the failure to give notice or of late notice.

16.4 The Customer shall inform INTRED of any total or partial interruptions of the local access service provided by another telecommunications operator within ten days of such interruptions occurring and in the manner referred to in Article 9.

16.5 The Customer shall be responsible for the content and form of the communications made through the Services and shall hold INTRED harmless from any action, claim or objection that may be raised by third parties against INTRED in relation to such communications. The Customer assumes full responsibility arising from the use of Equipment connected to the INTRED network that lacks the type approvals or authorisations required by the applicable regulations in force.

16.6 The Customer guarantees the lawful availability of the data they provide to INTRED for the performance of this contract and shall hold INTRED harmless from any third-party claim in any way relating to such data.

16.7 For telephone communications via IP protocol, implemented through the Service, the Customer acknowledges and expressly accepts that this Service is not designed for using the voice channel with a modem for data transmission.

17. Miscellaneous provisions and notices

17.1 References to the Customer or INTRED include their respective successors and lawful assigns.

17.2 Any amendment or addition to the Contract must be set out in a document signed by or on behalf of the party against whom the amendment is invoked.

17.3 INTRED shall carry out all the activities for which it is responsible under the Contract directly through its own personnel, or through third parties appointed by it.

17.4 INTRED shall send notices to the Customer in writing together with the invoices or by separate statements, sent by post, by fax or by email and/or PEC (certified email), which shall be deemed received if sent to the last postal address, fax number or email address indicated by the Customer.

17.5 The Customer shall send all notices to INTRED by letter to INTRED S.p.A. - Customer Service - via Tamburini, 1 - 25136 BRESCIA.

17.6 In addition, INTRED shall indicate on the website www.intred.it the telephone numbers and the email and/or PEC (certified email) addresses of the various services and/or offices responsible for assisting the Customer when needed.

17.7 The Customer undertakes to notify INTRED without delay, in the forms referred to in the previous paragraph 17.6, of any change in their data relevant for invoicing purposes.

18. Assignment

18.1 INTRED reserves the right to assign this Contract, or part of it, to third parties at any time. The Customer may not assign the Contract to third parties without INTRED's prior written consent.

19. Complaints and refunds

19.1 Should the Customer wish to raise complaints about invoicing, they may do so by notice sent by registered letter with return receipt or PEC (certified email), to be sent by the due date of the disputed invoice. After this deadline, the invoice amount shall be deemed irrevocably accepted by the Customer. Cases of late delivery of the invoice that the Customer can validly invoke are excepted. With regard to the communications traffic generated by the Customer in the relevant

period, the records of INTRED's equipment shall be authoritative.

19.2 When a complaint is submitted, the Customer may suspend the obligation to pay the charge for the disputed service. The Customer shall in any case be required to pay the amounts that are not disputed.

19.3 INTRED shall suspend the application of default interest until the outcome of the complaint is communicated to the Customer. The outcome of the complaint shall be communicated to the Customer in writing within 45 (forty-five) calendar days of receipt of the complaint. Where the complaint is found to be justified, INTRED shall refund any amounts already paid by the Customer, including by offsetting them against the next invoice.

19.4 If the Complaint is rejected, the Customer shall pay the default interest provided for in Article 9 above, from the due date of the invoice. This interest shall be charged on the next invoice.

19.5 A Customer who considers the outcome of the complaint unsatisfactory may request the documentation relating to the checks carried out by INTRED and, if appropriate, initiate the conciliation procedure provided for in Article 20 below.

20. Conciliation attempt. Competent court

20.1 Customers who claim the infringement of an interest or right of theirs arising from this Contract or from the telecommunications regulations falling within the competence of the Italian Communications Authority, and who intend to take legal action, must first initiate a mandatory conciliation attempt before the competent Corecom through the ConciliaWeb platform, pursuant to Resolution 353/19/CONS as amended.

20.2 The court of the place of residence or elected domicile of the Customer shall have jurisdiction over any disputes concerning the interpretation and performance of the Contract.

21. Contract concluded off business premises

21.1 Since this Contract is concluded at a distance and off business premises, pursuant to Article 52 et seq. of the Italian Consumer Code, within 14 (fourteen) days of signing it the Customer may withdraw from the Contract, free of charge, by means of a notice sent by PEC (certified email) or by registered letter with return receipt to the address referred to in Article 17 of this contract. The right of withdrawal is excluded where the Customer has expressly consented to activation of the Services before the 14 days have elapsed.

22. Processing of personal data and appointment as Data Processor

22.1 For the notice on the processing of personal data, pursuant to Article 13 of Regulation (EU) 2016/679 ("GDPR"), please refer to the document available at the link www.intred.it/privacy.

22.2 For the services, listed at the link www.intred.it/privacy, that require the processing of personal data on behalf of the Customer, INTRED acts as Processor pursuant to Article 28 of the GDPR.

22.3 Pursuant to Article 28 of the GDPR, to which full reference is made, the Processor undertakes to comply with – and to ensure that all those acting under its direction in turn comply with – the obligations established by the data protection regulations in force.

22.4 With this Appointment, INTRED confirms that it meets the requirements of experience, capacity and reliability required by the privacy regulations, and is therefore able to implement, among other things, appropriate technical and organisational measures to ensure that the processing of data is carried out in accordance with the principles of law.

22.5 INTRED guarantees the systematic and continuous control of security-related processes through the adoption of the technical and organisational measures provided for by its ISO 27001 certified management system.

22.6 It is understood that upon termination of the Contract – for any reason – the Processor shall permanently delete the data processed by virtue of this appointment, except where otherwise required by law or by provisions issued by the Italian Data Protection Authority or other competent authorities.

23. Code of Ethics and Organisation, Management and Control Model

23.1 The Customer declares that they are aware of the provisions of Legislative Decree 231/2001 and undertakes to base their conduct, aimed at performing the contract, on the principles of transparency and fairness.

23.2 Pursuant to Legislative Decree 231/2001, INTRED has adopted an Organisation, Management and Control Model (or Organisational Model) and a Code of Ethics, both available on the website www.INTRED.it.

23.3 The Counterparty is required to know and comply with the Organisational Model and the Code of Ethics. Failure to comply shall entitle Intred to

exercise the right to terminate this contract under Article 1456 of the Italian Civil Code.

24. Clauses requiring specific approval

24.1 Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that they specifically approve the clauses of the following articles: 2. Conclusion of the Contract; 3. Duration and right of withdrawal; 4. Activation of the Service; 5. Supply of Voice Services, Ancillary Services and Numbers; 7. Equipment on free loan and/or rental; 8. Fault reports, fault repair, changes and configuration of Services; 9. Charges, invoicing and payments; 11. Suspension of the Services; 13. Express termination clause; 14. Limitations of liability; 16. Customer's obligations. Improper use of the Service; 19. Complaints and refunds; 20. Conciliation attempt and competent court; 23. Code of Ethics and Organisation, Management and Control Model.

This document is an English translation of the original Italian document and is provided for ease of reference. The translation may contain errors, omissions or inaccuracies. In the event of any discrepancy or inconsistency between this translation and the Italian original, the Italian original shall prevail to the extent permitted by applicable law.