

General Terms of Service of the PhoneAll APP

1 Introduction

Intermatica S.p.A., with head office in 00195 Rome (RM), Via Montello n° 30, Rome Register of Companies number, tax code and VAT number 05389281006, REA Roma n° 889671 (hereinafter: ITM) is the holder of an Individual Licence for the provision of telephone services issued by the Ministry for Economic Development. ITM produces and markets the prepaid telephone card called PhoneAll for the service of national and international calls by offering access, via toll free or geographic numbers, to the Intermatica platform and by inserting the PIN code that is on the PhoneAll receipt.

The PhoneAll App is an ITM product that offers users national and international calls and text messages through the software application licenced by ITM for mobile devices by assigning to the Customer (anyone who downloads the PhoneAll App) associated with the cell phone number, an ITM national mobile number whose prefix is 319. The Application that is licenced and the various services offered by ITM are collectively defined the "Service".

The PhoneAll App (hereinafter also "Application") is granted in use, not sold, and shall be used only in compliance with the terms and conditions laid down in these General Terms of Service. ITM reserves all the rights not expressly granted to the user.

The use of the Service by the Customer constitutes, for intents and purposes, express acceptance of the terms contained in the General Terms of Service and of the ITM Privacy Policy published on its web site www.phoneall.it (hereinafter the Site), in accordance with Article 1341 of the Civil Code. The Customer is invited to print and/or memorize the terms of the General Terms of Service and the Privacy Policy. ITM reserves the right to change, at any time and at its discretion, the terms of the General Terms of Services and the Privacy Policy. Any changes will be published on the Site and shall have effect as of the moment they are published.

NO ACCESS TO EMERGENCY SERVICES: PhoneAll does not replace the normal mobile or fixed telephone line and does not allow for emergency calls to be made. In order to be able to make emergency calls, the user shall use alternative communication systems.

CHECK LIMITATIONS TO USING THE APP: in some Countries there are limitations to using the Application licenced. It is the Customer's responsibility to check and see whether he/she is legally authorized to use the PhoneAll App in the Country he/she is in.

The Service includes a software application and an additional number. Using the Service presupposes that the Customer is endowed with: 1) a suitable terminal as indicated in the information sheet and on the web site www.phoneall.it (the Site); 2) any hardware and software accessories indicated in the information sheet and on the Site; 3) an active SIM mobile card; 4) connection with the

telecommunications network; 5) 3G, 4G LTE or WiFi data connection.

The Customer accepts that, even in the case in which he/she uses the Service from other terminals, the calling number that appears is the number associated with the Customer at the time the Account was opened.

2. Scope of the licence

This licence is not exclusive, it is not transferrable, it shall not be sub-licensed, for using the licenced Application on any mobile device or personal computer owned by the Customer. It is prohibited to let, lease, lend, sell, redistribute or sublicense the licensed Application. The licensee shall not copy, decompile, decode, dismantle, try to derive the source code, modify or create items deriving from the licensed Application, its updates or any of its parts (unless this restriction is prohibited by the applicable law or within limits allowed by the licence terms and conditions governing the use of any open source components included in the Application being licensed). Furthermore, any form of copy or distribution, publication or commercial exploitation of the Site, or of any of the contents, code, data or materials present or obtained from the Site, is absolutely prohibited, unless ITM has previously issued a written authorization or unless the user is the holder of applicable rights. Where a Customer were to violate these restrictions, he/she will be subject to judicial proceedings and to the payment of damages. The terms and conditions of the licence regulate all the updates provided by ITM that replace and/or supplement the Service, unless the update is made through a separate and distinct licence, in which case the terms and conditions of this latter licence shall apply.

3. Consent to using the data

The way in which ITM receives, gathers and uses information about the Customer, including personal data, is described in greater detail in the ITM Privacy Policy.

By using the licensed Application, the Customer understands and accepts that ITM may gather and use related technical data and information, including, by way of example but not exclusively, information about the mobile device of the Customer, the system, application software and the peripherals, gathered periodically to facilitate the supply and updating of the software, product support and any other service related to the licensed Application.

4. The Service

After downloading the licensed Application, the Customer shall be able to call, free of charge, the other PhoneApp users; furthermore, with a minimal recharge, the Customer shall be able to call all fixed and mobile Italian numbers, and shall be able to call numbers throughout the world at the low rates described on the website www.phoneall.it.

When the account is opened, Customers are assigned, free of charge, an Intermatica National Mobile Number with the 319 prefix. This number is associated with their phone number. When Customers have WiFi, EDGE, 3G, or LTE coverage in Italy or abroad and the PhoneAll application is active, they can make and receive national and international calls on their smartphone.

Customers therefore accept the possibility of receiving calls on their 319 number attributed to them at the time they open the Account (the cost for calling varies depending on the operator of the caller).

In no way does ITM guarantee that the Service will be available for use in any particular place. In so far as Customers choose to use the Service, they do so on their free initiative and are responsible for consistency with the applicable law including, by way of example but not exclusively, the local applicable law. ITM reserves the right to change, suspend, remove or disable access to the Service at any time and without any notice. In no case shall ITM be responsible for the removal or disabling of access to the Service. Furthermore, ITM reserves the right to impose limits to the use or access to the Service without any notice and without liability. ITM may automatically control the version of the licensed Application. ITM is not under the obligation of making available updates. However, ITM may: (a) ask that updates be downloaded and installed; or (b) download and install them automatically on the device.

5. Cost of the Service

Costs incurred to call international numbers consist in a rate by the minute, as explained on the web site www.phoneall.it.

ITM may modify the rates at any time, without notice, by communicating the change on the Site www.phoneall.it. The new rate shall be applied starting from the first call made by Customers after the publication of the new rates. Before making the call, Customers can check the most recent rates. If they do not accept the new rates they may refrain from calling.

The duration of calls is calculated by the minute. Fractions of minutes are rounded up to the next minute. At the end of a call, charges for fractions of cents are rounded up or down to the closest cent value. For instance, the total price of a call equal to € 0.034 will be rounded to € 0.03. During the call, the costs incurred will be automatically deducted from the balance of the PhoneAll credit in the Customer's account.

At its discretion, ITM can freely offer products or functions for test runs. However, ITM reserves the right to charge the User for the cost of these products (at the normal rate) if ITM finds (at its reasonable discretion) that the terms and conditions of the offer are being abused.

6. Payment – PhoneAll App credit

The user may purchase telephone credit ("PhoneAll Credit") by using any method of payment made available by ITM. The purchased PhoneAll Credit is credited to the Customer's Account at the time of purchase.

ITM reserves the right to remove or modify the available payment methods at its sole discretion.

7. Obligations of the Customer

The Customer is responsible for all the activities that occur within the sphere of the "User Account". The Customer accepts to immediately inform ITM of any unauthorized use of his/her User Account or

of any security violation relative to his/her Account. ITM is not responsible for any loss that Customers may incur in the case where someone else uses the Customer's Account without his/her knowledge or consent.

The Customer shall not:

- intercept or monitor, damage or change any communication not addressed to him/her;
- use any type of spider, virus, worm, Trojan horse or any other code of instruction designed to distort, eliminate, damage, emulate or dismantle the Service;
- send unrequested communications (defined also "SPAM", "SPIM" or "SPIT") or any communication not permitted by the applicable law and shall not use the Service for phishing and pharming operations or to impersonate or misrepresent affiliation to other persons or entities;
- expose third parties to offensive materials, dangerous for minors, indecent or deplorable from any other point of view;
- use the Service to cause or seek to cause embarrassment or pain or threaten, harass or invade the privacy of third parties;
- use (even with his/her name and/or profile picture) any material or content subject to property rights of third parties, unless endowed with a licence or authorization by the owner of such rights;
- store or gather personal identity data, among which the names of the Customers of the Service;
or
- alter or attempt to alter the availability of the Service, through a Denial of Service attack (DOS) or Distributed Denial of Service (DDoS) attack.

8. Improper use of the Services, Suspension and Termination of the Contract

The Service is provided to the Customer for personal and not professional and/or commercial use.

The use of the Service is deemed to be personal when it complies with the following parameters:

- daily outgoing traffic to third party fixed and mobile networks for assigned numbers not greater than 200 minutes;
- monthly outgoing traffic to third party fixed and mobile networks for assigned numbers not greater than 2,000 minutes;
- outgoing daily/monthly traffic for assigned numbers towards other operators not more than 60% of total traffic taken as the sum of incoming traffic to the assigned number and outgoing traffic to third party networks.

The Customer shall not use the Service for communications that cause damage or serious disturbance to communications operators, to other users in general, or that violate existing laws and rules. In any case, the Customer shall be fully responsible for any use of the Service by third parties and shall hence adopt all necessary precautions.

The Customer guarantees that any communication made through the Service occurs under his/her exclusive responsibility and guarantees that the Service is not used against the law or to offend or harm the rights of third parties and shall keep ITM harmless from any detrimental consequence.

The Customer has the possibility of interrupting his relationship with ITM at any time. The rights of the Customer envisaged in these General Terms of Service shall be revoked without notice if any of the terms and conditions described herein are not complied with.

ITM may suspend at any time, even only partially, the delivery of the Service, also without notice, in case of failure in its own or other operators' network or technical equipment. ITM may discontinue the Service if the Public Authority or if private individuals report the improper use of the Service, or when an anomalous traffic is recorded towards specific numbers and if the Service is used for commercial purposes, violation of the law or for a breach of Contract.

Furthermore,

ITM has the right to discontinue, terminate or suspend the service at any time:

- if ITM has a reasonable suspicion that the Customer is using the Service to violate the law or to harm the rights of third parties;
- if ITM has a reasonable suspicion that the Customer is using the Service in a fraudulent manner or that the "User Account" is fraudulently used by third parties;
- immediately, if any changes are made in the laws/rules by a regulatory body or by an authority having legal mandate in any specific territory; ITM shall make termination effective by preventing the Customer's access to the Service, where applicable.

If, after 12 months from the last recharge, the Customer does not make a new minimum recharge, he/she may only receive incoming calls to the 319 number assigned to him/her and can make calls to other PhoneAll Customers. The outgoing calls to fixed and mobile Italian numbers and international calls shall be rated at price list rates until the credit is totally used up.

ITM reserves the right to close the Account of a Customer who has not made a minimum recharge for more than 15 months.

For the cases of suspension or termination of the Contract or closing of the Account, as provided for in this section, the Customer loses his/her right to reimbursement of any residual credit.

9. Delivery of Service: failures and complaints

The Service does not envisage the supply of any hardware and hence there is no relevant guarantee. ITM excludes any guarantee as to the good functioning and performance of the Software. ITM engages to provide the Service in full compliance with the provisions of the Charter of Services available on the Site.

ITM shall not be responsible for delays, malfunctioning and/or interruption of the Service caused by: (a) force majeure, (b) tampering with or intervention on the Service by the Customer or by unauthorized third parties; (c) misuse of the Service by the Customer, (d) problems associated with the Wi-Fi network, the ADSL network or other communication networks and/or connectivity networks used by the Customer or for failure of the Customer's hardware or software.

Furthermore, ITM shall not be accountable to the Customer, and to other parties connected to the

Customer, for damages or costs incurred as a result of the suspension or interruption of the Service unless imputable directly to malice or serious negligence by ITM. Customer shall immediately inform ITM of any malfunctioning of the Service.

For any information and for technical problems, ITM shall make available the PhoneAll Customer Service at the email address info@phoneall.it, or at the number 06 210121, from Mondays to Fridays from 09.00 to 13.00 and from 14.00 to 18.00 (the rates of the calls are available on the FAQ on the Site).

10. Applicable law and Place of jurisdiction

The terms and conditions for using the PhoneAll App and the obligations arising therefrom come entirely under Italian Law even if the service is partially or entirely used abroad. For any dispute arising from the interpretation or execution of these terms and conditions, the place of jurisdiction is the law court where the Customer, if he/she is a consumer, has his/her residence or has chosen domicile. If, given the concrete use of the Service, the Customer is not a Consumer in accordance with the applicable legislation, the competent jurisdiction is the Law Court of Rome.

Customers complaining that their right or interest has been violated and intends to take legal action, shall at first seek an out-of-court conciliation settlement in accordance with the provision of Deliberation 173/07/CONS of the Communications Authority and with the Charter of Services.

11. Privacy

In pursuance of the law that provides for the protection of people and of other entities with regard to the processing of personal information, the data provided by the Customer may be processed, either directly or also through third parties, in order to comply with the obligations laid down by law, by a Community regulation or provision and, in particular, to comply with contract obligations.

The Customer's personal data shall be processed using paper or IT and/or telematics media also by third parties that need to know such personal data in order to carry out the activities of our Company; in any case, processing shall occur by using modalities that ensure security and confidentiality.

The person in charge of the processing of personal data is the *pro tempore* legal representative of ITM.

With regard to the processing of the Customer's personal data, he/she may exercise the rights envisaged by the law.

The information in full on privacy is available on the Site www.phoneall.it