1. INTRODUCTION

INTRED S.p.A. (hereinafter "**INTRED**"), with a view to ensuring transparency in its relations with its customers and in accordance with the Council of Ministers directive of 27 January 1994 on the "Principles for the provision of public services", AGCOM Resolution 179/03/CSP and Resolution 156/23/CONS, adopts this "**Service Charter**". The document meets the need to establish principles and rules for relations between electronic communications operators that provide services to the public and Customers.

1.1 SERVICE CHARTER

The Service Charter describes the principles, quality parameters and operating procedures adopted by INTRED in its relations with its Customers and is intended to summarise not only the rights of Customers but also the responsibilities that INTRED assumes towards them. For this reason, the Service Charter supplements the Contract for the provision of Services, together with Annex 1 to Resolution 156/23/CONS, is referred to in the General Terms and Conditions and must be read in conjunction with the specific contractual documentation for the individual Service used by the Customer. This document may be updated periodically to take account of technological and regulatory developments and of the company's organisation, and is made available, in its most up-to-date version, on the website www.intred.it or provided to users who request it from Customer Service. INTRED undertakes to inform the Italian Communications Authority ("AGCOM") in advance of any changes within the legal time limits.

2. FUNDAMENTAL PRINCIPLES

Equality and impartiality	INTRED provides its Services in accordance with the principles of equality, fairness and impartiality, regardless of differences of sex, race, language, religion and political orientation. It guarantees equal treatment, under equal conditions of the Service provided, between different geographical areas and between different categories or groups of Customers. It also undertakes to promote every form of differentiated use aimed at achieving equal access and equality in the use of telecommunications services by people with disabilities and the elderly, and to promote the removal of barriers to communication.
Continuity	INTRED undertakes to offer its Services on a regular, continuous basis and without interruptions, except for those due to maintenance and repair work (the "**Interventions**"). In the event of scheduled Interventions involving complete interruptions of the service, INTRED undertakes to inform Customers in advance and by appropriate means, indicating the duration of the interruption and the contact point for obtaining assistance. In the event of an Intervention at the Customer's premises, INTRED undertakes to agree the date and time, and to ensure that the technician in charge carries a proper identification badge. INTRED declares that it also offers its Services by means of networks and services of other operators and, therefore, no liability may be attributed to it if the interruption of the service is attributable to such other operators.
Participation in improvement	Customers, individually or through the trade associations to which they belong, may (i) exercise the right to participate by sending documents, making observations and opening reports or complaints, which will be taken into consideration to improve the quality of the services offered.

Courtesy, Fairness, Transparency And Clarity	INTRED bases its relationship with Customers on the principles of courtesy, fairness, transparency and clarity. It provides (i) its employees with appropriate instructions to ensure maximum availability, transparency and accessibility of information on the Services for Customers and (ii) Customers with the identifier of the Customer Care staff member with whom the Customers come into contact.
Effectiveness and Efficiency	INTRED bases its activity on the criteria of efficiency and effectiveness of the Services, adopting the most functional technological, organisational and procedural solutions to ensure an advanced, high-quality service.
Right of choice	In compliance with current legislation, it respects the Customer's right to choose (i) between different service providers, ensuring the right to withdraw from the contract at any time and implementing the measures relating to the provision of the Migration Code; (ii) between the different Services offered, ensuring the dissemination of information on the technical and economic conditions of those Services.
Security	INTRED aims to keep its own and its Customers' security infrastructure constantly up to date in order to minimise the harmful effect of external events, including any unlawful ones. Internet security is managed thanks to the expertise of Intred's technical department and/or third-party suppliers that guarantee high standards of reliability, through i) the use of market-leading technologies, ii) constant updating and technological research, iii) the rapid introduction of innovations.
Confidentiality	INTRED undertakes to comply with the current legal provisions on the protection and confidentiality of Customer data and guarantees that each Customer can exercise the right of access to the information concerning them held by INTRED, as well as the data subject's rights in the processing of data, in accordance with the GDPR.

3. RELATIONS BETWEEN INTRED AND USERS

3.1 INFORMATION FOR USERS

INTRED makes available to the public information on the economic, technical and legal conditions for the provision of the Services and undertakes to inform users of any changes to those conditions by means of transparent, clear and timely communications and, above all, in compliance with the principles of good faith and fairness. To this end, INTRED therefore undertakes to:

- specify clearly and completely the characteristics of the Service in terms of prices, billing methods, units of charge and taxation, methods of provision, minimum contract term, conditions for renewal and withdrawal, penalties and methods of assignment of receivables pursuant to Article 1264 of the Italian Civil Code;
- describe the technical conditions of use and operation of the Services and the technical performance of the Service to the User, including the minimum guaranteed technical performance;
- provide, through Customer Service, information on the rules and technical specifications on the basis of which the electronic communications Services and the other Services offered are provided;
- inform users of any changes to the contractual terms or to the methods of provision of the Services, of the reasons for them, of the possibilities of complaint and of any means of redress against them;
- provide users with information on how to disable/enable selective call barring;
- provide users with the Migration Code in order to facilitate the procedures for changing operator;
- provide consumer Customers with the Parental Control Service, i.e. a filter for content unsuitable for minors and for blocking content reserved for an adult

audience. In accordance with the Guidelines set out in AGCOM Resolution 9/23/CONS, INTRED in fact makes available the free parental control system via the Personal Area, My Intred. INTRED has preconfigured a Parental Control system that the Customer can activate at any time by following the procedure set out at the following link: https://www.intred.it/en/assistenza/assistenza-tecnica/parental-control. Please note that activating the Service will automatically block all eight categories of sites listed in the aforementioned AGCOM Resolution. The Customer may at any time request deactivation of the service and, consequently, the unblocking of all previously blocked categories.

- The Customer acknowledges that INTRED does not guarantee the suitability for minors of the sites and content that remain accessible, nor that sites and content suitable for minors are excluded from the aforementioned block. Parental responsibility for the minor and the task of checking the suitability of the content and filters applied for their specific needs remain with the Customer.
- comply with the procedures for switching from one operator to another in the case of migration and portability; for details of the procedure, see the paragraph at the end of this Service Charter.

3.2 SUBSCRIPTION TO THE SERVICES

Subscription to the Services takes place differently depending on whether it concerns (i) residential and microbusiness customers (for example, a professional or micro-business, i.e. a legal person with fewer than 10 employees and a turnover of less than €2 million) or (ii) business customers, in accordance with the procedures set out in the following point of this document. Services offered for a fee are activated only at the express request of the Customer.

3.3 CONTRACT PROPOSAL

Residential and microbusiness customers

The General Terms and Conditions, together with the Service Charter, any special conditions, the contract summary, the technical transparency (Annex 1 to Resolution 156/23/CONS) and the technical annexes, where provided, constitute the “Contract”.

The Customer may request activation of the Services, by making the proposal, through the dedicated online procedure on the website www.intred.it/per-te. This Contract shall be deemed concluded following acceptance by INTRED of the request for activation of the Services, as made by the Customer in the manner indicated above, with the sending to the Customer of a copy of the Contract, the order summary and the contract summaries. These Services shall be deemed periodically renewed unless written notice of cancellation is received by registered letter with return receipt, email or PEC, addressed by the Customer to INTRED, and, in any case, in the manner and within the time limits provided for by the General Terms and Conditions.

Business customers

The General Terms and Conditions, together with the Service Charter, the Contract Proposal and the technical annexes, where provided, constitute the “Contract”.

The Contract Proposal from the Customer to the operator is made by signing the specific documentation and sending it to INTRED by PEC or with the assistance of the sales representative. With the Contract Proposal, the Customer requests the activation of one or more Services, which shall be deemed periodically renewed unless written notice of cancellation is sent to INTRED by PEC and, in any case, in the manner and within the time limits provided for by the General Terms and Conditions.

3.4 CHANGES TO THE CONTRACT

In the event of unilateral changes to the contractual conditions proposed by INTRED, the Customer has the right to withdraw from the Contract without incurring any penalty or deactivation costs, except where the changes are exclusively to the Customer's benefit, are purely administrative in nature and have no negative effect on the Customer, or are directly imposed by EU or national law.

INTRED informs the Customer by email, by means of a notice attached to the invoice or by other means established by the applicable legislation, giving at least 30 (thirty) days' notice. The Customer may exercise the right of withdrawal within 30 (thirty) days of the notice of change, by registered letter with return receipt or by email or PEC addressed to INTRED. If the withdrawal request is completed within 30 (thirty) days of the notice of change to the contractual conditions, the previous contractual conditions shall apply to the Customer for the services used until the date of their deactivation. If the withdrawal request is completed after the 31st (thirty-first) day and within the 60th (sixtieth) day, the new contractual conditions shall apply until the date of deactivation and for the period exceeding the first thirty days.

3.5 DURATION AND WITHDRAWAL

For residential and microbusiness customers, unless otherwise indicated in the Contract Proposal, the minimum term of the Contract is 12 (twelve) months. On expiry, the Contract shall be deemed tacitly renewed for a period of 12 (twelve) months, unless notice of cancellation is given within the time limits and in the manner provided for by the General Terms and Conditions.

Pursuant to Article 5 of Annex B to Resolution 307/23/CONS, the Customer may withdraw from the Contract or request the transfer of the lines relating to electronic communications services at any time, giving at least 30 (thirty) days' notice, by sending a written notice by registered letter with return receipt, by email or via PEC or, in any case, by the same means permitted for the conclusion of the Contract.

The cost of a specific Service accrues from its activation date. Where the Contract provides for the payment of a periodic fee, even if the User does not use the Service, the charge will be made regularly until notice of cancellation is received within the contractual time limits. The Customer shall pay INTRED the amount due for the use of the Service until its actual deactivation, as well as any contribution towards its deactivation costs, and shall return any equipment provided on free loan. The deactivation costs are available on the website at the following link https://www.intred.it/en/trasparenza/trasparenza-tariffaria/costi-tecnici.

For business customers, the Contract shall have the duration agreed between the Parties, by express derogation from Article 98 septies-decies, paragraph 1 of the Italian Electronic Communications Code (Legislative Decree 259/03, as most recently amended), and the related withdrawal conditions shall be defined between the Parties.

3.6 BILLING

The Customer will receive from INTRED billing documents in line with the rates in force at the time the Contract is signed or with those subsequently updated. The invoice issued is clear and easy to consult, and will contain references to the individual Services and to the reference periods.

The invoice will be sent at least fifteen (fifteen) days before the payment due date pursuant to Article 7 of Annex A to Resolution 179/03/CSP and will contain amounts in line with the rates in force or with any updated rates.

In the event of late payment, the Customer shall pay INTRED, by way of penalty, default interest calculated on the actual days of delay, from the day following the due date until

the date of payment or termination of the Contract, in addition to the bank and administrative costs incurred by INTRED for debt recovery.

For everything not expressly stated in this paragraph, reference is made to the provisions of the specific General Terms and Conditions for Consumer Customers and for Business Customers.

3.7 SELECTIVE CALL BARRING

Users of the telephony Services have, from the activation of the Service, permanent selective call barring, configured to block communications to *(i)* international and satellite Premium Destinations and *(ii)* national NNG (non-geographic numbers 894; 895; 899). INTRED, at the User's reasoned request, may arrange selective call barring of incoming numbers in accordance with Resolution 418/07/CONS.

The User may request the waiver of permanent selective call barring or the modification of its options by filling in a specific form to be requested from the Customer Service of INTRED. This form must be completed, signed and sent to INTRED by registered letter with return receipt and/or via PEC.

3.8 My Intred

My Intred is the section of the website www.intred.it dedicated to Customers, accessible with the credentials provided by INTRED by email. This section allows the Customer to:

- change their personal data;
- submit profile change requests;
- submit notice of cancellation;
- check open tickets;
- check invoices;
- activate/deactivate the Parental Control System;
- for residential and microbusiness customers, send requests for withdrawal from and cancellation of the Contract.

4. SUPPORT – COMPLAINTS AND REPORTS

4.1 CUSTOMER SUPPORT

"Customer Service" is a technical, commercial and administrative support service suited to the operational needs of Users, which makes it possible to report service failures, ask questions about the Services provided and obtain information on complaint procedures.

Customer Service is available both by telephone, on the freephone number 1949, and by email at the contacts indicated on the website at www.intred.it/assistenza.

Support is available from 08:00 to 22:00, Monday to Sunday, including public holidays, according to the calendar.

4.2 COMPLAINTS AND REPORTS

Any complaint by the User concerning malfunctions of the Services, potential non-compliance with the contractual clauses or with this Service Charter, or with the established quality levels, may be submitted free of charge using the following contact details: INTRED S.p.A., via Pietro Tamburini n. 1, 25136 Brescia (BS) email: info@intred.it, PEC: amministrazione@legal.intred.it.

INTRED undertakes to handle the report no later than the second working day following the day on which it was received. INTRED also undertakes to provide, where possible, an immediate response and in any case undertakes, for each complaint, to inform the Customer of its outcome within a maximum of 45 (forty-five) days of receipt of the

communication. Where complaints are particularly complex and do not allow a full response within the time limits provided, INTRED will inform the Customer, within the aforementioned time limit, of the progress of the investigation and will communicate the estimated time for the response. INTRED's communication to the Customer following analysis of the complaint will contain:

a. if the complaint is upheld, the procedures that will be adopted to resolve any irregularities found;
b. if the complaint is rejected, the reasons and clarifications on the grounds for rejection.

5. SERVICE QUALITY STANDARDS AND COMPENSATION

5.1 INTRODUCTION

INTRED undertakes to comply with the general and specific standards indicated here and with the minimum quality standards of the Internet access Service referred to in Annex 1 to Resolution 156/23/CONS published at the following link https://www.intred.it/trasparenza-e-trasparenza-tecnica/trasparenza-tecnica, where applicable to the Customer's offer.

The Quality standards identified in the Service Charter are divided into General Standards and Specific Standards. General Standards refer to the services as a whole, while Specific Standards refer to each of the individual services provided to the Customer, who can directly check compliance with them. For the General Quality standards, INTRED sets annual targets published on the website, in the dedicated section. The Specific Standards are set out in the following paragraphs

Where the Customer has been guaranteed the contractual standards included in Annex 1 to Resolution 156/23/CONS, the Customer may measure compliance with them using the AGCOM measurement software (Ne.Me.Sys); if the Customer finds measured values of the indicators worse than those declared, the Customer may submit a detailed complaint within 30 (thirty) days of the date on which the measurement was made, attaching the certificate attesting to the measurement, issued on behalf of the Authority. Such submission has the value of a detailed complaint.

If, following a further certified measurement, the Customer does not find that the service quality levels have been restored within thirty 30 (thirty) days of submitting the aforementioned complaint, the Customer may: in the event of failure to meet the minimum download and upload connection speeds, the maximum data transmission delay or the maximum packet loss rate, withdraw from the Contract free of charge by notice sent to INTRED by registered letter or PEC. Alternatively, the Customer also has the right to change the subscribed offer free of charge, switching to a lower-priced offer with the same underlying technology and proportionate to the quality and characteristics of their Internet access connection, if available in the price list; in the event of failure to meet the values of the service quality levels relating to the indicators referred to in paragraph 3 of Article 4 of Resolution 156/23/CONS, the Customer may request the compensation indicated in the Service Charter or start a procedure via the Authority's ConciliaWeb platform. With regard to minimum speeds, data transmission delay and packet loss rate, the compensation and the ConciliaWeb procedure are alternatives to withdrawal and to the possibility of switching to a different offer. It is understood that contractual compensation relating to maximum and normally available speeds applies only following the release of the updated version of the certified measurement system.

Without prejudice to the provisions of the individual Contracts, lines designed for Customers such as PTP connections cannot be measured using the AGCOM measurement software.

5.2 SERVICE ACTIVATION TIMES
Except as provided for in the General Terms and Conditions and in the specific Contract with the Customer, INTRED undertakes to activate the Service within 60 (sixty) working days of receipt of the Proposal if the technical checks are successful. INTRED will keep the Customer informed of activation times and procedures. In the event of problems or delays in activating the Service for reasons not attributable to INTRED, the latter will promptly communicate the reasons for the delay and, where possible, the updated activation times. In the event of a delay attributable to INTRED, the Customer will be entitled to the compensation provided for in point 5.4.

5.3 FAULT RESOLUTION TIMES
INTRED undertakes to remedy any functional irregularities of the voice and connectivity Services, for the part within its competence. The SLAs for resolving irregularities vary according to the severity level of the fault:

- grade 1 – Total unavailability of the Service. Urgent intervention required and closure within 16 working hours;
- grade 2 – Service only partly unavailable. Urgent intervention required and closure within 24 working hours;
- grade 3 – Service degraded, operating with performance below the guaranteed levels. Normal intervention required, with closure within 72 working hours.

In such cases, INTRED will in any event do everything possible to restore the Service to the Customer, communicating the intervention times. In the case of scheduled maintenance, where the supply of the Service must be interrupted, the Customers affected by the suspension will be informed with adequate notice, of no less than three (three) days, except for the possibility of urgent interventions (lasting a maximum of 3 hours) to avoid greater service failures, which may be carried out with 12 hours' notice, by direct communication or by other means of information. INTRED will in any case take action to resolve problems, causing Customers the least possible inconvenience.

If INTRED does not comply with the time limits indicated above, the Customer is entitled to the compensation provided for in point 5.4.

Excluded from the cases mentioned above are particularly complex faults and events falling within fortuitous events or force majeure, such as – by way of example but not limited to – natural disasters, earthquakes, floods, explosions, insurrections, interventions by third parties or tampering with equipment and any other event that cannot be controlled by or attributed to INTRED. In such circumstances INTRED will do everything necessary to repair the fault, without however guaranteeing the related resolution times or the compensation referred to in point 5.4.

5.4 COMPENSATION
INTRED provides the following compensation:

- In the event of delay in activating the service, or in the event of wrongful suspension or administrative termination, it pays the automatic compensation provided for by Article 3 of Resolution 347/18/CONS. Payment is subject to a complaint or report by the Customer;
- in the event of delay in resolving malfunctions compared with the times referred to in point 5.3, the compensation provided for by Article 6 of Resolution 347/18/CONS will be paid;
- if the Customer carries out the certified measurement made available by the Authority and provided for in Article 10 of Resolution 156/23/CONS and INTRED does not restore the Service level to that contractually promised following a second measurement, if the Customer opts for contractual compensation, they will be

granted compensation equal to 2 (two) monthly fees of the subscription Service affected by the service failure.

- if INTRED does not comply with the obligations set out in Article 8-bis of Annex B to Resolution 307/23/CONS, it grants, in the event of delay in number portability and other service failures relating to portability, 1 (one) monthly fee of the subscription Service affected by the service failure.

Compensation requests must be sent to Customer Service in writing, by registered letter with return receipt or PEC, stating the reason for the request. The Customer is also required to demonstrate that the service failures were caused by INTRED. Such compensation does not apply if the suspension or interruption is attributable or in any case ascribable to the Customer or to third parties other than INTRED, including the network operator. Fortuitous events and force majeure are always excluded.

6. DISPUTE RESOLUTION

6.1 CONCILIAWEB

The resolution of disputes between INTRED and the Customer, with the exception of those concerning non-payment for the Service for which no dispute has been raised, is subject to an attempt at conciliation.

This conciliation attempt must be initiated pursuant to Annex A to Resolution No. 353/19/CONS, through the "ConciliaWeb" platform, before bringing an action before the ordinary courts, failing which the judicial action will be inadmissible.

In the event of the correct and timely initiation, according to the indications given above, of a complaint procedure or dispute resolution procedure, the Customer is in any case informed that they may suspend payment for the disputed service and that in such a case INTRED will refrain from suspending that service for the entire period during which the procedure is pending, until its conclusion.

7. PERSONAL DATA PROTECTION AND DBU

7.1 PERSONAL DATA PROTECTION

INTRED guarantees the Customer the protection provided for by the GDPR. In particular, the Customer is guaranteed the possibility of exercising the rights listed in Articles 15, 16, 17, 18, 20 and 21 of the GDPR by contacting the Data Controller at the contact details referred to in points 4.1 or 4.2.

7.2 INCLUSION IN THE SINGLE DATABASE

INTRED undertakes to inform the Customer of the right to choose whether to be included in telephone directories and of the procedures for the inclusion, deletion and modification of personal data. If the Customer consents to the inclusion of their data in the single database (DBU) and in telephone directories (both in print and in electronic form) by filling in the relevant forms, INTRED will enter the data in the DBU. The DBU publication procedures do not distinguish between fax lines and voice lines and may require technical lead times. No agreement is implied between INTRED and third parties responsible for publishing telephone directories, nor any guarantee as to the publication times of directories, which such third parties decide with complete autonomy.

In light of the changes introduced in relation to the "Public Register of Objections", Customers may decide to register their number, whether or not it is listed in public telephone directories, in order to object to receiving promotional calls or other advertising material, direct sales, market research or commercial communications.

Registration in the Register can be made in one of the following ways:

i. by email: iscrizione@registrodelleopposizioni.it, sending the relevant form available in the dedicated area of the Public Register of Objections (registrodelleopposizioni.it);
ii. via the freephone number: 800 957 766 for landlines or 06 42986411 for mobiles;

via the Web, by filling in the electronic form available in the dedicated area of the Register of Objections website, where further information on how the Register works can be found.

Last updated: 22 May 2024

PROCEDURE FOR SWITCHING FROM ONE OPERATOR TO ANOTHER IN ACCORDANCE WITH ARTICLE 8-BIS OF ANNEX B TO RESOLUTION 307/23/CONS

INTRED provides the Customer with the following information on switching from one operator to another in accordance with Article 8-bis of Annex B to Resolution 307/23/CONS, "Regulation laying down provisions to protect end users with regard to contracts for the provision of electronic communications services".

For number portability, the Customer must provide INTRED with the migration code. To avoid a KO due to an incorrect code, INTRED takes care to check the correctness of the format of this code with the Customer. Once its correctness has been verified, INTRED enters the code in the OLO2OLO portal, the web platform through which incoming and outgoing migrations and portability are managed. INTRED monitors the procedure and undertakes to inform the Customer of any change. The technical switching procedure follows the principles established by the Authority with resolutions 274/07/CONS, 103/22/CONS as amended.

In order to limit service failures resulting from the entry of an incorrect migration code provided by the customer, with a consequent "KO due to incorrect secret code" or other types of error, INTRED reserves the right to ask the Customer for copies of the invoices of the donor operator, and undertakes to carry out any activity useful to understand any problems detected, if necessary also by directly involving the other operators concerned.

If INTRED receives a technical KO, after checking its causes and resolving the problem invalidating the procedure, it undertakes to resend the order as soon as possible.

On the day of portability (the so-called DAC, expected delivery date), INTRED configures the number on its own device installed at the Customer's premises, or provides the Customer with the parameters for configuring the number on a device owned by the Customer where its use has been contractually provided for.

While the switch is being completed, in order to avoid the Customer being left without service or to allow the Customer to test the service in advance, INTRED may assign a temporary number to which the number being ported may be diverted if necessary.

It should be noted that if the Customer terminates the Contract with INTRED or with another operator, the Customer will retain the right to keep the telephone number for 60 days from the deactivation of the number in order to be able to transfer it to another operator.

Intred is available to Customers for any information on the portability procedure on the freephone number 1949 and at the other contact addresses.

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.