GENERAL TERMS AND CONDITIONS
09/2019

1. Preamble

Qcom Spa is a company based in Treviglio (BG), via Roggia Vignola 9, VAT number 02756390163, PEC (certified email) address info@pec.qcom.it, website www.qcom.it, operating in the electronic communications sector and holding the authorisations required by the laws and regulations for the supply of the products and Services covered by the "Contract Proposal".

2. Subject and composition of the contract

These General Terms and Conditions, together with the "Contract Proposal" and the "Specific Service Conditions", govern the general principles of the supply by Qcom of the Services offered to its Customers, described in greater detail in the documents mentioned above. In the event of conflict between the various provisions, the order of precedence is as follows: 1) Contract Proposal, 2) Specific Service Conditions, 3) General Terms and Conditions.

3. Definitions

The words and/or expressions set out below, in the singular or plural, have the following meanings
Equipment: the instruments and devices required for connection to the Qcom network that Qcom has granted to the Customer for use, or that are owned by the Customer or otherwise at the Customer's disposal;
Authority: means both the Italian Communications Authority (AGCOM) and any other Authority with the power to issue regulations relating to the Services offered by Qcom.
Customer: the natural or legal person, public or private, who requests the supply of the Service for themselves and/or for the End User in order to meet their own communication needs and/or those of the End Users in the course of their entrepreneurial or professional activity, or their business, craft or profession, or their institutional activity.
General Terms and Conditions of Contract (or General Terms and Conditions): the terms and conditions set out herein.
Specific Service Conditions (or Specific Conditions): the terms and conditions specific to each individual Service which, together with these General Terms and Conditions of Contract, shall govern the supply.
Contract: the contract concluded in the manner referred to in Article 4 and consisting of this document, the Contract Proposal, the Specific Service Conditions and any further annexes defined by the Parties.
Contract Proposal: the form completed with the Customer's personal details and signed by the Customer, indicating the Services, and their prices, for which activation is requested.
Service: all the Services requested and activated for the Customer and described in the Contract Proposal and subsequent additions and/or amendments.
Agreed Use: use of the Service in accordance with the provisions of Article 7 of these General Terms and Conditions.
End User: the natural person bound to the Customer by an employment relationship or by a professional and/or commercial collaboration, who uses the Service and any Equipment granted to the Customer for use.

4. Conclusion and Activation of the Contract

4.1. The Contract Proposal, completed, signed and dated by the Customer, shall constitute a contractual proposal, and the Customer shall deliver it to Qcom's representatives or send it to Qcom by PEC, or it shall be transmitted electronically by Qcom's representatives, together with a copy of the documents required for the correct identification of the Customer. Once the Contract has been received as described above, it shall be deemed concluded.

4.2. Qcom shall activate the Services within the times specified in the Specific Conditions or in the Service Charter (available at www.qcom.it), except where this is technically or organisationally impossible, with particular reference to the outcome of the technical checks Qcom will carry out on the availability of the Service for which the Customer has requested activation. Qcom shall inform the Customer of any such impossibility and the reasons. The Customer in any case acknowledges that activation times may exceed those established if there are delays attributable to the previous

operator in carrying out the relevant procedure, or if otherwise specified in the Specific Service Conditions.

4.3. Should the Customer be subject to insolvency proceedings, be entered in the register of protested bills or be subject to enforcement proceedings, and fail to provide any guarantees requested by Qcom pursuant to Article 10, Qcom reserves the right not to conclude the Contract and not to activate the Services. Qcom reserves the same right with regard to a Customer who has been in default towards Qcom in the past, until the default has been remedied.

4.4. The Customer may at any time purchase further related Services, or those that Qcom decides to offer in the future, by signing the Contract Proposal for the Services requested, which shall also define their duration.

5. Duration, tacit renewal and withdrawal

5.1. The minimum duration of the Contract is 12 (twelve) months from the date of activation or from any subsequent date of commercial renegotiation of the Contract, unless a different duration is specified in the Contract Proposal. In all cases, on expiry, the Contract shall be tacitly renewed for a period of 12 (twelve) months, unless a notice of cancellation is sent by registered letter with return receipt or by PEC to the contacts defined in Article 22 at least 30 (thirty) days before the expiry of the Contract. In compliance with the provisions of the Italian Communications Authority, all the contractual documentation relating to the Customer, including details of the active Services and their expiry dates, can be consulted in the Quanto Reserved Area, accessible from the website www.qcom.it.

5.2. The Customer has the right to withdraw from the Contract at any time by notice of cancellation sent in the manner referred to in Article 5.1. Any transfer to another Operator shall take place within the time limits provided for by the procedures applied between Operators and governed by the relevant AGCOM measure.

5.3. Should the Customer exercise the right of withdrawal with effect before the first contractual expiry date or the agreed expiry date ("Early Withdrawal"), Qcom may request payment of the expenses justified by the costs incurred, such as, by way of example and without limitation, deactivation costs and investments made in advance. These expenses are detailed in the Specific Service Conditions. In the case of withdrawal with effect after the first contractual expiry date, the Customer shall instead be charged only the Service deactivation costs specified in the relevant Specific Conditions.

5.4. Upon cancellation or termination of the Contract for any reason, the Customer undertakes to return the Equipment granted for use to Qcom, at their own expense, within 30 (thirty) days. If the Equipment is not returned, its full cost shall be charged to the Customer at the rates of the Qcom price list in force at the time, available from Customer Service on freephone number 800 121 997. It is understood that Qcom shall in no case be required to restore the premises where the Equipment was installed or perform similar tasks, which shall be borne solely by the Customer.

5.5. In the event of notice of cancellation in accordance with Article 5.1, Qcom shall deactivate the Services within thirty days of receipt of the registered letter with return receipt or of the PEC, and shall likewise cease processing the Customer's data (except for the processing of data strictly necessary to complete the performance of the Contract). In any case, Qcom shall not be required to refund fees invoiced before the date of receipt of the notice of withdrawal.

5.6. Where the withdrawal, at the express indication of the Customer, concerns only one or more of the activated Services, the Contract shall remain in force for the Services not mentioned in the notice of cancellation, provided that this is technically possible, unless the termination results from late payment or any other breach by the Customer.

5.7. Where a price list change, a Service upgrade (for example an increase in the speed of the data line), a relocation of premises or a change of company name is contractually agreed, the start date of the Contract shall not change, except for any exceptions detailed in the Specific Service Conditions. Therefore, for the purpose of calculating the duration described in point 5.1, the start date of the Service, and not the date of change, shall apply.

5.8. Where, on the basis of a technical feasibility assessment, the Service cannot be supplied, or it becomes impossible to provide the Service during the term of the contract, Qcom shall promptly inform the Customer and the Contract shall be deemed terminated, without any penalty or compensation being payable.

6. Warranty

6.1. The Equipment is covered by a warranty against manufacturing or material defects under the same conditions and within the same limits as those provided by the manufacturer and set out in the relevant warranty certificate. In the event of operating defects covered by the warranty, the Customer shall notify Qcom immediately. The warranty does not cover: a) any damage caused by the devices or by their incorrect use; b) work, repairs or tampering carried out by the user or by personnel not authorised by Qcom; c) the removal or alteration of the identification codes, or cases where these are illegible; d) damage to the devices due to conduct attributable to the Customer, or to negligence or lack of maintenance, or to power cuts or natural events, including weather events, or to use of the devices not in accordance with the instructions received. Unless otherwise stated, the manufacturer's warranty does not include the labour required to replace the devices sold: in this case a charge shall therefore be made, calculated on the basis of the hourly labour rates in the Qcom price list in force at the time, available by calling Customer Service on the freephone number 800 121 997.

6.2. The Equipment granted to the Customer on free loan remains the property of Qcom, which undertakes to provide free corrective maintenance on the products, except in the cases of exclusion from the warranty specified in point 6.2. The Customer undertakes to keep it free from seizures, attachments and any prejudicial act or encumbrance, and undertakes to compensate for all damage caused by failure to comply with this obligation. The Customer undertakes to keep and look after the Equipment received with the utmost care and diligence, assuming all risk of its loss or deterioration beyond normal wear and tear. 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 it in any way in order to carry out work of any kind on it.

6.3. The Customer undertakes to use the Equipment in compliance with the instructions provided by Qcom. Qcom also reserves the right to grant the Customer the use of its own technical Equipment for connection to the Qcom network.

In the latter case, the Equipment shall be supplied under the financial conditions indicated in the Contract Proposal and/or in the Specific Service Conditions.

6.4. In the case of Equipment and products for sale, Qcom retains ownership of the Products until full payment of the agreed purchase price and of the taxes due. If the payment terms expire without payment, Qcom may, without prejudice to any other right and without the need for formal notice of default, terminate the Contract and repossess the Products at the Customer's expense.

6.5. The Customer may pay the agreed purchase price by entering into an operating lease contract with a third-party company, subject to its acceptance. In this case, ownership of the products covered by the Contract shall remain with the operating lease company with which the specific contract has been signed. For the lease terms and conditions, full reference is made to the contract entered into with the operating lease company. The consequences of any delays in installation and/or interruptions in the operation of the products due to non-compliance of the premises and the related equipment shall be borne by the Customer.

6.6. In the case of free loan, Qcom reserves the right to modify or replace the Equipment, or part of it, at its own care and expense, for the needs of the Service or in order to improve it. The Customer shall allow Qcom free access to the Equipment and to its premises and/or offices so that Qcom can provide the Service and perform the Contract. During the term of the Contract, Qcom may carry out checks and inspections on the correct use and availability of the devices supplied to the Customer, by accessing the Customer's premises and sites during normal working hours. Qcom may also appoint its own consultants and/or experts, carrying identification documents, to carry out such checks and to perform maintenance work, assuming all related costs and responsibilities. The Customer hereby authorises Qcom to carry out such checks and inspections.

6.7. Any expense required to equip the Customer's premises and equipment adequately, according to the parameters and instructions provided by Qcom, shall be borne exclusively by the Customer. Unless otherwise indicated in the Contract, the Customer shall submit a specific written request to Qcom in order to carry out relocations and/or moves and/or changes of the devices owned by Qcom that are required for the supply of the Service. The Customer is always required to notify Qcom immediately, and in any case within twenty-four hours, of any request to carry out work on the devices supplied by Qcom for the correct provision of the Service. Any damage caused to the devices owned by Qcom but at the Customer's disposal, or to the platform, as a result of failure to give the timely notice referred to in this point, shall be considered the sole responsibility of the Customer. Therefore, in such cases, should such damage result in incorrect or faulty operation or in interruptions in the supply of the Service, Qcom cannot be held liable for this.

6.8. Where necessary, the Customer shall, at their own expense, configure their own devices (for example Firewalls and Switches) in order to ensure the operation of the Services taken from Qcom.

6.9. Qcom reserves the right to terminate the Contract by operation of law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by registered letter with return receipt or by PEC, if the Customer fails to fulfil even one of the following obligations: a) failure to make, or incomplete and/or incorrect, declarations regarding the presence of specific risks on the premises; b) failure to prepare, or incorrect preparation of, the premises; c) late payment or non-payment of the purchase price. In the event of termination of the Contract, Qcom may retain, as compensation, the amounts already paid by the Customer as an advance on the purchase price of the Products, without prejudice to Qcom's right to any further damages. In the event of termination of the Contract, the Customer, where they have not paid the purchase price in full in accordance with the terms and conditions referred to in Article 6.4 above, shall return the Products to Qcom, bearing the costs of their collection by Qcom.

7. Customer's obligations in the use of the Services

Without prejudice to any other obligation provided for by law or by the Contract, the Customer undertakes, for the entire duration of the Contract, to: a) use the Services in compliance with all the laws and regulations in force and not to use the Service to provide services contrary to mandatory rules, public order and morality, or that may impair the functionality of Qcom's network; b) refrain from transmitting, disclosing, distributing, sending or circulating, through the Services, information, data and/or material that is obscene, blasphemous, defamatory or harmful to the rights of third parties or in breach of sector laws and regulations, and not to allow third parties to use the Service for the aforementioned purposes; c) not infringe, through the Services or in domain registration requests, the intellectual and industrial property rights of third parties, not damage or breach the secrecy of correspondence and not breach the privacy of other network users; d) use the Services exclusively in the course of their own business and not resell them to third parties; e) diligently safeguard the credentials assigned to them (codes and passwords), assuming responsibility for the consequences of their own use and of use by third parties towards other Customers or Qcom; f) notify Qcom of any changes to their identification data (for example company name, address, telephone number) with at least 5 (five) working days' notice, also in order to avoid suspensions or interruptions of the Service; g) the Customer undertakes to keep all the devices supplied by Qcom with the utmost diligence.

8. Indemnity and liability of the Customer

The Customer shall be directly liable to Qcom for any breach of the obligations of this Contract, holding Qcom harmless from any prejudice, damage, liability or expense, including legal costs, suffered or incurred by Qcom, and indemnifying it against any action, claim or demand brought by third parties as a result of breaches or non-compliance by the Customer or attributable to its conduct and/or omissions. Qcom shall not be liable for the content of the Services offered by the Customer to third parties or for any transactions carried out through them: the Customer therefore indemnifies Qcom against any liability in this respect, undertaking to reimburse it for any damage or expense resulting from actions or claims brought or made against it due to the Services provided by the Customer through the Service. Qcom shall not be liable (and to this end the Customer expressly indemnifies Qcom) for any infringement of the intellectual and/or industrial property rights of third parties committed by the Customer through use of the Service. Qcom shall not be liable for the products and works carried

out according to the Customer's instructions and in accordance with the specifications requested by the Customer. Therefore, should such products infringe third-party rights not disclosed by the Customer to Qcom, it shall be the Customer's sole responsibility to pay compensation for any damage claimed, including against Qcom. To this end, the Customer indemnifies Qcom against any third-party claim resulting from the infringement of their rights. The Customer is solely responsible for the use of network termination or security devices that lack the type approval or authorisation established by the regulations in force, or that do not comply with the technical requirements or in any case differ from those supplied by Qcom. In the event of improper use of the Services as above, Qcom may terminate this Contract under Article 1456 of the Italian Civil Code.

9. Charges, invoicing and payments

9.1. For all the Services supplied, the Customer shall pay Qcom the fees and prices in force on the date of signing the Contract Proposal and indicated therein. The Service fee shall run from its activation. Without prejudice to Article 11 below, Qcom may change the fees and prices of the Services provided to the Customer's advantage.

9.2. Unless otherwise requested by the Customer, Qcom shall send its invoices in electronic format to the email address specified by the Customer when signing the Contract Proposal. Qcom shall issue its invoices, charging any amount provided for as a contribution to sending and collection costs, at the intervals indicated in the Contract Proposal, and the Customer shall pay the invoice amount in accordance with the terms and methods indicated. Qcom reserves the right to postpone the invoicing date indicated in the Contract where the amount chargeable to the Customer is less than €5 (five euros). If the Customer does not reach this threshold, Qcom may issue a cumulative invoice for a minimum amount of €5 (five euros), even where spending is below that amount, no more than twice a year. Qcom also reserves the right to bring forward the invoicing date indicated in the Contract where the amount chargeable to the Customer exceeds the Customer's average consumption or shows an anomalous level of traffic compared with the average consumption of Qcom's Customers. If the Customer intends to dispute the invoice, they may activate the complaint procedure referred to in Article 14 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.

9.3. In the event of late payment, even partial, default interest calculated at the rates referred to in Legislative Decree 231/2002 shall be applied to the Customer's unpaid amounts. Qcom retains the right to claim the amounts provided for by Legislative Decree 231/2002 to reimburse the costs incurred to recover sums not paid on time.

9.4. In the event of delay by the Customer in paying the invoices relating to the provision of the Services, Qcom shall send the Customer a written payment reminder. Should this reminder also have no effect, Qcom reserves the right to suspend the provision of the Services within the following 48 (forty-eight) hours, and to take steps to recover the debt. Where technically possible, the suspension shall be limited to the Service for which payment has not been made. The suspended Service shall be reactivated by the working day following the day on which Qcom's bank has evidence of payment of the full amount due. Qcom reserves the right to charge the Customer a fee of €20 (twenty euros) for the reactivation of the Services. Qcom also reserves the right to charge any unpaid payment costs of €10 (ten euros).

9.5. Should the Customer fail to make payment within fifteen days of the suspension, Qcom may terminate the Contract under Article 1456 of the Italian Civil Code, without prejudice to the further remedies provided by law. In such case, following the termination of the Contract, Qcom reserves the right to request payment of the Service deactivation costs as specified in the Specific Conditions.

9.6. Except where the invoice is partially disputed, in the event of partial payment Qcom may limit or suspend the Service in accordance with this article and Article 10 below.

9.7. In the event of failure to invoice in the established periods and where arrears for past periods are recovered, the Customer may request, for the past periods only, payment in interest-free instalments, for periods equal to the invoicing delay.

10. Security deposit

10.1. Qcom may require the Customer to pay an adequate non-interest-bearing security deposit, or to top up any amount previously requested, where the Customer has given rise to irregularities or delays in the payment of the amounts due, or where the Customer has used the Services in a way that results in an anomalous level of traffic compared with the Customer's usual consumption, or where the security deposit appears to have been drawn on, in whole or in part, by Qcom under these General Terms and Conditions.

10.2. If the Customer fails to comply promptly with the provisions of point 9.1, and after contacting the Customer to check that they are aware of the anomalous traffic generated or of the existing default, Qcom may suspend the provision of the Services, informing the Customer immediately. Once the Customer has complied, Qcom shall reactivate the suspended Service. If the Customer does not comply within 7 (seven) days of the notice of suspension, Qcom may exercise the right referred to in Article 16 below.

10.3. For amounts not paid and not disputed pursuant to Article 14, Qcom may recover them from any sums paid by the Customer as a security deposit.

10.4. Upon termination of this Contract and after full payment by the Customer of all amounts due, Qcom shall return to the Customer the sums paid as a security deposit within 30 (thirty) days of the date of termination of the Contract.

11. Changes during the provision of the Services

11.1. Qcom may change – for supervening and proven technical, economic and management requirements – the technical specifications and charges of the Services as well as these General Terms and Conditions, notifying the Customer through an appropriate information campaign. Should the changes entail an increase in the charge for the Service or in the other financial costs borne by the Customer, they shall take effect thirty days after receipt of the notice by the Customer. Within the same period, the Customer may withdraw from the Contract without charge by registered letter with return receipt or by PEC sent to Qcom, with effect from its receipt. In the absence of withdrawal notified in the manner and within the time limits set out above, the changes shall be deemed accepted by the Customer.

11.2. The Customer acknowledges that the Services shall be provided exclusively at the domicile and/or premises indicated when the Contract was entered into. Consequently, in the event of subsequent transfers of the domicile and/or premises, which must in any case be notified to Qcom by the Customer at least 60 (sixty) days in advance, Qcom shall move the system and carry out the other activities necessary to provide the Service at the new domicile and/or premises only after a technical check of the feasibility of the work, and shall charge the Customer the related costs, notified in advance. It is understood that Qcom assumes no responsibility for the technical time needed to transfer the Service.

12. Assignment of the Contract

Qcom shall have 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 Qcom's prior written consent.

13. Fault reports and repair

13.1. The Customer shall notify Qcom of any defects in the provision and/or operation of the Services in writing to the email address staff@qcom.it, or by telephone to Customer Service on the freephone number 800 121 997, between 8.00 and 19.30, Monday to Saturday.

13.2. Unless otherwise provided for in the CSS, Qcom shall restore the normal operation of the Services within two working days following the Customer's report of the fault. It is in any case understood that the restoration time indicated herein does not apply in the event of: a) force majeure; b) malfunctions and/or faults caused by third parties or by acts or devices of the Customer; c) unavailability of the Customer, where access to their premises and/or domicile is essential to carry out the work; d) lines located in special areas or in remote locations. Where the fault or service disruption is attributable to the access network, Qcom undertakes to notify the access operator without delay so that the latter can promptly resolve the reported problem. Qcom shall in any case not be held liable where, despite having promptly requested the intervention of the access operator, the problem reported by the Customer has not been resolved.

13.3. Restoration of the Service is free of charge except where the fault is directly or indirectly attributable to the Customer or concerns a capital good owned by the User.

13.4. Qcom may decline to make the changes requested by the Customer where this could damage the integrity of the network or its correct operation.

13.5. Where the change requests come from a Customer in arrears, Qcom shall fulfil the requests only after the arrears have been settled.

13.6. All work relating to the operation of the Services may be carried out only by Qcom or by third parties appointed by Qcom, carrying an identification badge.

13.7. In the event of an on-site technical intervention, Qcom shall send to the Customer's billing email address a report of the activities carried out and their duration. Within the time indicated in that email, the Customer may report any errors in the report. If no errors are reported, the report shall be deemed accepted.

14. Complaints and refunds

14.1. The Customer may immediately send requests for refunds or compensation, or complaints relating to invoicing, by any means (post, telephone, email or fax), provided that they are subsequently confirmed by registered letter with return receipt or by PEC to the contact details referred to in Article 22.

14.2. Qcom shall examine the complaint and reply to the Customer within the times defined in Qcom's Service Charter, available on the website www.qcom.it. Once the appropriate checks have been carried out, Qcom shall pay the refund or compensation, where due, directly to the Customer or by crediting it on the invoice. Where the complaint concerns particularly complex matters that do not allow a full reply within the above time limits, Qcom shall, within the time limit indicated, inform the Customer of the progress of the case.

14.3. Should the Customer not be satisfied with the outcome of the complaint or of the refund request, they may obtain, upon written request, the documentation relating to the checks carried out by Qcom to assess its merits and, if appropriate, undertake the mandatory conciliation attempt referred to in Article 18 below.

14.4. Where the Customer has followed the procedures provided for in this article and, within thirty days of Qcom's receipt of the notice referred to in Article 14.1, any operating defects that totally prevent use of the Services have not been remedied, the Customer may withdraw from the Contract in the manner referred to in Article 5, with effect from the date of receipt of the notice of withdrawal.

14.5. In the case of a complaint about invoicing for any anomalous traffic, the Customer shall submit a formal dispute no later than one month from the issue of the invoice. The complaint must be sent by registered letter with return receipt or by PEC to the address specified in Article 22. Submitting a complaint does not exempt the Customer from paying the undisputed amounts by the due dates indicated, nor the disputed amounts if the complaint is deemed rejected or closed.

15. Condition subsequent

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 Qcom decides to waive the right to rely on the condition.

16. Express termination clause

If the Customer breaches the provisions of points 7a, 7b and 7c, and in the cases under point 10.2 of these General Terms and Conditions, Qcom 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, without prejudice to the right to compensation for damage.

17. Limitations of liability

17.1. Qcom shall not be liable towards the Customer, the parties directly or indirectly connected to the Customer, or third parties – except in cases of its own wilful misconduct or gross negligence – for any damage, losses, expenses and costs they may incur in the event of suspension, interruption, malfunctions or delay 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 Qcom; d) force majeure or fortuitous events (for example, events such as explosions, lightning, earthquakes, hurricanes, fires, floods, strikes, etc.); e) total or partial interruption of the local access or call termination Services provided by another telecommunications operator; f) failure by the Customer to comply with the regulations in force, in particular on fire prevention, safety and accident prevention; g) for the Services that require an internet connection, faults in the local network to which the internet connection line is connected, or unavailability of the connection Service caused by total or partial interruption of the Services provided by other telecommunications operators; h) malfunction of the Services provided by another telecommunications operator, where Qcom acts merely as a reseller of the Services provided by another operator.

17.2. In no case shall Qcom be liable for damage suffered by the Customer consisting of loss of earnings, loss of business opportunities, damage to reputation or other indirect damage of any kind, Qcom's liability being limited solely to actual loss and within the limits of what is established in Qcom's Service Charter, published on the website www.qcom.it.

17.3. Matters not expressly covered by these General Terms and Conditions are governed by the laws in force.

18. Dispute resolution and competent court

This contract is governed by Italian law. 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 pursuant to Article 3 of Resolution 203/18/CONS. The mandatory conciliation attempt may be undertaken before the competent Corecom through the Concilia Web platform. During the mandatory conciliation attempt and until the end of the proceedings, the time limits for bringing legal action are suspended. If the outcome is negative, pursuant to Article 14 of Resolution 203/18/CONS, the Customer may ask the competent Corecom to settle the dispute by a binding decision. For any dispute concerning the interpretation and performance of this Contract and in the event of legal proceedings, the Court of Bergamo shall have exclusive jurisdiction.

19. Invalidity

Should one or more articles of these General Terms and Conditions be found to be contrary to mandatory provisions of law, or in any case be declared null and void or annulled, the remaining articles shall remain in force in order to preserve, as far as possible, the purpose and spirit of the Contract.
Any articles of the Contract declared contrary to provisions of law or, in any case, declared null and void or annulled, shall be replaced by other legally permitted clauses that will give the Contract a content as close as possible to that originally intended and that will ensure its performance in accordance with its spirit and purpose.

20. Protection of personal data

20.1. This notice is provided to Customers who are natural persons, or to the Customers' contact persons, whose personal data are processed by Qcom by reason of the conclusion of the Contract.

20.2. Pursuant to Article 13 of Regulation (EU) 2016/679, the data subject is informed that the personal data collected when the service supply contract is entered into and during its performance are processed for the following purposes.

20.3. The personal data will be processed for these purposes: a) to manage the contractual relationship and fulfil its terms. The processing is necessary for the performance of the contract; b) to fulfil tax and accounting obligations. The processing is necessary to comply with legal obligations; c) to fulfil the obligations of communication service providers. The processing is necessary to comply with legal obligations; d) to prevent fraud, including computer fraud. The processing is necessary to protect the services provided from fraudulent operations, including by third parties;

e) to promote by email services similar to those covered by the contract, without prejudice to the right to object to such processing at any time by clicking the "Unsubscribe" link in the communication received. Providing the data collected is necessary for the performance of the contract; without them, the controller cannot perform it.

20.4. The data are disclosed to: a) public and private bodies where this is necessary under an obligation imposed by law, regulation or EU legislation; b) third parties to whom Qcom entrusts the performance of certain activities, such as tax compliance and IT services. These parties are appointed as data processors. The personal data relating to the Aliases collected in the list kept pursuant to Article 5, paragraph 1, of Resolution 42/13/CIR are disclosed to anyone who requests them in order to verify the origin of the text messages received.

20.5. The data subject may request the publication of their personal data in telephone directories under the relevant laws and regulations. To this end, Qcom shall disclose the Customer's data to the Single Database (so-called DBU).

20.6. The data retention period is indicated in the Data Retention Period document available at the link www.qcom.it/privacy-policy.

20.7. The data subject has the right to ask the controller for access to and rectification or erasure of the personal data and restriction of processing. They also have the right to object to the processing of the personal data and the right to data portability. Finally, the data subject has the right to lodge a complaint with the Italian Data Protection Authority.

20.8. The data controller is: Qcom spa, via Roggia Vignola 9, Treviglio, tel. 0363 47905, info@qcom.it. The Data Protection Officer can be contacted at the email address dpo@qcom.it.

21. Appointment as Data Processor

For certain services that require the processing of personal data on behalf of the Customer, Qcom acts as Processor pursuant to Article 28 of Regulation (EU) 2016/679, as indicated in the APD document ("Data Protection Agreement", available at the link qcom.it/contratti), which forms an integral part of this contract.

22. Management of work in compliance with safety requirements (Legislative Decree No. 81/2008)

The Customer undertakes to declare the presence of specific risks pursuant to Legislative Decree 81/08 as amended, and to provide a copy of the internal regulations and procedures drawn up, with particular reference to the layout of the premises and the risks connected with the electrical system, together with the general information document on directives, procedures and recommendations for the protection of safety at work. It undertakes to prepare and implement, in the correct performance of the service, all the safety measures necessary to guarantee and protect the physical safety and health of persons, so as to prevent any situation that could even potentially endanger safety. The Customer shall also notify any change, implementing provision or different legislative or regulatory specification directly relating to the safety measures to be observed in the performance of the Contract of which the Customer has become aware and which may arise before the start of the activities or during their performance, being liable, failing this, to compensate Qcom for all damage it may suffer, including by way of penalty, as a result of failure to implement the prevention and protection measures.

23. Contacts

All written communications to Qcom must be sent to the following contact details:

1. By registered letter with return receipt: Qcom S.p.A., Customer Service, via Roggia Vignola, 9, 24047 Treviglio (BG)
2. By PEC: info@pec.qcom.it

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.