SPECIFIC SERVICE CONDITIONS
TELEPHONY – 11/2019

Clauses applicable to all TELEPHONY services

1. If the telephone number portability Service is requested, the Customer may exercise the option of keeping the telephone number assigned to them by another telephone operator.
2. In the case of the telephone number portability Service, since the cooperation of both the donor operator and the recipient operator of the original telephone number is required, Qcom assumes no liability for delays and/or service disruptions caused by events attributable to or in any case dependent on the relevant operator, nor for the consequences for the Customer if the secondary numbers notified 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.
3. In the event of withdrawal, at the end of the deactivation procedure the Service managed by Qcom will cease with no possibility of restoration. If the Customer intends to start a migration process to another Operator, this must be done before the end of that procedure.
4. In accordance with the provisions of Ministerial Decree no. 145/2006, as supplemented by subsequent measures of the Italian Communications Authority, and in particular by Resolution no. 97/08/CONS, the Customer is informed that, from the time the Contract is concluded, Qcom makes available to them at no additional cost the PIN-based Selective Call Barring referred to in Resolution no. 418/07/CONS for the numbers provided for therein, and that the Customer may choose between the various options provided for by the aforementioned Resolutions of the Italian Communications Authority or waive selective call barring.
5. The Customer is aware that the telephone number assigned to them when the Services are activated may exceptionally be changed for technical reasons beyond Qcom's control and linked to objective requirements relating to network management.
6. Qcom will arrange for the personal data of the Customer who has given express consent to be entered in the Single Database (DBU) referred to in the legislation in force and in the telephone directories to be compiled on the basis of that DBU, as well as any subsequent updates thereof that the Customer notifies to it.
7. The entry and any updating of the aforementioned personal data in the DBU and in the telephone directories to be compiled on the basis thereof will take place in accordance with the instructions given by the Customer and within the necessary technical times. The Customer acknowledges that the publication of the telephone directories taken from the DBU will depend exclusively on parties other than Qcom, with methods and timing that Qcom cannot foresee and over which it has no influence whatsoever. Qcom therefore cannot be held liable for any failure to publish the aforementioned directories or for any delays in publication, circumstances that may be contested solely with the parties publishing those directories.
8. The Customer acknowledges that Qcom will merely notify the Customer's personal data to the DBU pursuant to point 6 above. The Customer is therefore aware that for any other request and/or service they must necessarily contact the provider of the service relating to telephone directories directly, at the economic conditions applied by the latter, without Qcom being held liable for any negligence and/or errors. In particular, the Customer acknowledges that the current methods of publishing data in the DBU do not provide for a distinction between fax lines and voice lines; if the Customer needs this distinction, they must therefore contact the provider of the service relating to telephone directories directly and request that service on the basis of the economic conditions applied by the latter. If the Customer requests a change of category – from Business to Residential or vice versa – they must also provide suitable documentation proving such change.
9. Qcom assumes no liability for any delays in entering or updating personal data in the DBU and/or in the relevant telephone directories, nor for any omissions or inaccuracies not directly attributable to it. In any case, any compensation due to the Customer in the event of incorrect or omitted notification of their personal data to the DBU, attributable to Qcom, will be limited to a maximum amount equal to twice the monthly fee. However, Qcom can never be held liable for the incorrect transposition into telephone directories of the Customer's personal data that it has correctly notified to the DBU.

VOIP SC

Features Unlimited calls to national landlines included; calls to national mobiles included up to 2,000 min/month, €0.07/min above the threshold; calls to special numbers (NNG/premium or international) charged on a usage basis, price list available on the website www.qcom.it
The Customer acknowledges and expressly accepts that: a) from the time the VoIP Service is activated, it will not be possible to make calls with other operators using automatic operator selection (Carrier Selection - CS), nor to ask Qcom to activate the automatic operator preselection Service (Carrier Pre Selection - CPS) to another operator; b) use of the VoIP Service does not guarantee access to all the services provided by other operators, and in particular does not allow calls charged to the recipient to be received on one's own geographic number; c) deactivation of the VoIP Service does not in any case result in the automatic reactivation of the service with the previous operator; d) the technical activities necessary to activate the VoIP Service may cause a discontinuity of that Service on the day the change of operator is carried out; e) activation of the VoIP Service does not guarantee the operation of any ancillary services provided by third parties (alarms, telecare, cable radio, etc.) whose operation relies on the telephone line.
Deactivation/migration Fee of €50.00.
Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid. If the customer joined the 36-month promotion, in the event of early withdrawal the one-off fee waived at contract signing will also be charged.

VOIP pay-per-use

Features Calls to national and international landlines and mobiles charged per use according to the price list in the offer.
NNG price list may be consulted on www.qcom.it .
The Customer acknowledges and expressly accepts that: a) from the time the VoIP Service is activated, it will not be possible to make calls with other operators using automatic operator selection (Carrier Selection - CS), nor to ask Qcom to activate the automatic operator preselection Service (Carrier Pre Selection - CPS) to another operator; b) use of the VoIP Service does not guarantee access to all the services provided by other operators, and in particular does not allow calls charged to the recipient to be received on one's own geographic number; c) deactivation of the VoIP Service does not in any case result in the automatic reactivation of the service with the previous operator; d) the technical activities necessary to activate the VoIP Service may cause a discontinuity of that Service on the day the change of operator is carried out; e) activation of the VoIP Service does not guarantee the operation of any ancillary services provided by third parties (alarms, telecare, cable radio, etc.) whose operation relies on the telephone line.
Deactivation/migration Fee of €50.00.
Early Withdrawal No cost.

WLR

Features Unlimited calls to national landlines and mobiles included; calls to special numbers (NNG/premium or international) charged on a usage basis, price list available on the website www.qcom.it.
The Customer acknowledges and expressly accepts that: a) from the time the WLR Service is activated, it will not be possible to make calls with other operators using automatic operator selection (Carrier Selection - CS), nor to ask Qcom to activate the automatic operator preselection Service (Carrier Pre Selection - CPS) to another operator; b) it will not be guaranteed that broadband Internet access services of other operators can be used on the telephone lines on which the WLR Service is installed; c) use of the WLR Service does not guarantee access to all the services provided by other operators, and in particular does not allow calls charged to the recipient to be received on one's own geographic number; d) deactivation of the WLR Service does not in any case result in the automatic reactivation of the service with the previous operator; e) the technical activities necessary to activate the WLR Service may cause a discontinuity of that Service on the day the change of operator is carried out; f) activation of the WLR Service does not guarantee the operation of any ancillary services provided by third parties (alarms, telecare, cable radio, etc.) whose operation relies on the telephone line.
With specific regard to the WLR Service and the complementary Services, since the cooperation of Telecom Italia S.p.A. may be necessary to guarantee their regular provision, Qcom assumes no liability for delays and/or service disruptions caused by events attributable to or in any case dependent on Telecom Italia S.p.A. itself, nor for any harmful consequences that may arise for the Customer.
Deactivation/migration Fee of €30.00.
Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid. If the customer joined the 36-month promotion, in the event of early withdrawal the one-off fee waived at contract signing will also be charged.

WLR for Public Administration

Deactivation/migration Fee of €30.00.
Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid. It is understood that the Customer may withdraw from the Contract at any time with 30 (thirty) days' notice, without any additional charge, if the Consip agreements set more advantageous economic conditions than those applied to the Customer.

CPS

Features Calls to local landlines €0.0125/min, to national landlines €0.018/min, to mobiles €0.118/min; calls to special numbers (NNG/premium or international) charged on a usage basis, price list available on the website www.qcom.it
Deactivation Free of charge.
Early Withdrawal No cost.

IP FAX

Features Charging per actual seconds of transmission according to the voice price list subscribed, up to a max of 750 min/month, even with a voice price list with unlimited national calls. If no voice price list has been subscribed, the rates of the CPS service will apply: calls (fax to local landline number?) to local landlines €0.0125/min, to national landlines €0.018/min, to mobiles €0.118/min; calls to special numbers (NNG/premium or international) charged on a usage basis, price list available on the website www.qcom.it
If the IP Fax Service is requested, the Customer acknowledges that activation of the relevant Service entails the interruption of the telecommunications service affected by it, which was previously provided by another operator. Qcom will agree the methods and timing of this interruption with the Customer, without incurring any consequent liability. Activation of the IP Fax Service is also subject to the successful outcome of the technical checks by Qcom on the compatibility of the Equipment connecting the Customer to the telecommunications network.
Deactivation Free of charge.
Early Withdrawal No cost.

FREEPHONE NUMBER

Features Freephone Number on the fixed network: calls from landlines cost €0.30/minute, from mobiles €0.20/minute. Freephone Number on the mobile network: calls from landlines cost €0.13/minute, from mobiles €0.31/minute.
Deactivation Free of charge.
Early Withdrawal No cost.

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