1. Subject

1.1 These terms and conditions (hereinafter "**Terms and Conditions**"), together with the related Privacy Policy, govern the licence to use the APP "Intred Connect" (hereinafter "**APP**"), available for iOS and Android operating systems and usable on smartphones, tablets and computers, and the relationship between the user (hereinafter "**User/s**") and the owner of the APP, Intred S.p.A.
1.2 Intred S.p.A. (Tax Code & VAT No. 11717020157), with registered office in Brescia, via P. Tamburini, 1, 25136, signs these Terms and Conditions and is hereinafter referred to for brevity as the "**Company**".
1.3 The APP is a professional IP telephony, video telephony and messaging application designed for businesses, the "**Customers**", which in turn offer the service to their own staff, the Users of the APP.
1.4 The features and services available on the APP are subject to modification and/or removal and/or addition.
1.5 The use of the APP is free of charge and is subject to the control of the User, reserved for strictly personal use, excluding any commercial purpose on the part of the User.
1.6 Users accessing the APP are required to read the following Terms and Conditions carefully.

2. Contents and features of the APP

2.1. The content of the APP has been compiled with the utmost care; however, the Company does not guarantee that the data are always correct, complete or up to date. The data may contain inaccuracies or typographical errors.
2.2. In order for the User to use the APP, the device on which the APP is to be installed must have adequate functional capabilities and network operability. It may also happen that the APP and the corresponding services are geographically limited due to reception and transmission problems of the network provider's infrastructure or to interference caused by weather conditions or topographical features, as well as by the position of the User's device.
2.3. The APP can be accessed 24 hours a day, 7 days a week, all year round; however, the Company cannot in any way be held liable if, for any reason, it is not accessible and/or operational at any time or for any period. Access to the APP may be suspended temporarily and without notice in the event of system failure, maintenance or repairs, for reasons entirely beyond the Company's control or for force majeure events.
2.4. The User may enable and disable the APP's push notifications in the dedicated "**Notifications**" section; it is also possible to disable all push notifications directly via the device on which the APP is installed.
2.5. The APP allows, by way of non-exhaustive example and without this being binding on the Company:

- voice and video calls;
- video conferencing options;
- individual and group instant messaging;
- document sharing.

2.6. The messaging system is protected by an *end-to-end* encryption system; all data exchanged through messages are encrypted and are not viewed or copied by third parties.

2.7. The User will have at their disposal a PBX directory with the Customer's extensions (company Cloud PBX import) and may also allow access to their own contacts (the "**Contacts**"), i.e. the numbers saved in the address book of the device on which the APP is installed. The User's Contacts will only be stored locally by the APP.

3. Registration

3.1 The User will register as follows:

- installs the APP on their mobile device;
- enters the Company name or Server URL, depending on the setting, the business email and the Password provided by the Company (the "**Credentials**"), or scans the dedicated QR Code, also provided by the Company;
- by clicking the "**Log in**" button, the User accepts these Terms and Conditions of the APP and acknowledges the Privacy Notice;
- at this point, the User must set an "**Encryption Password**", which is used as an additional verification when logging in with a new device, as well as to restore the history of the messages and data exchanged. The Encryption Password cannot be recovered in any way, as it is known only to the User and is not and cannot be saved in the APP.
- the User will then be registered and associated with a "**Profile**";
- once registered, the User will log in with the Credentials and/or QR Code, using the Encryption Password when requested.

3.2 By registering and creating the Profile, the User undertakes to:

- keep their access Credentials safe, acknowledging that they are strictly personal, undertaking to look after them diligently and preventing their use by third parties;
- not allow others to use their Profile and, should the User detect unauthorised access by third parties, promptly inform the Company of any fact that has made their Credentials knowable to third parties and/or of any security breach of which they become aware.

3.3 The User is solely responsible for the safekeeping of the Credentials and shall therefore hold the Company harmless and indemnified from any liability for the consequences and/or damage caused by the improper use of the Credentials and/or their use by third parties.

4. Emergency Numbers

4.1. Through the APP, it is not possible for the User to call emergency numbers; the User should therefore contact emergency numbers through another communication channel. The APP does not provide call location.

4.2. Any liability of the Company for failure to reach emergency numbers and/or for any consequence and/or damage arising therefrom is excluded.

5. User's obligations of conduct

5.1. Users undertake to use the APP exclusively for the purposes set out in these Terms and Conditions.

5.2. The Company reserves the right to contact and issue a formal warning, directly and/or through its agents, to anyone who makes incorrect or improper use of the APP.

6. Deletion of the Profile and withdrawal
6.1. The User may stop using the APP at any time by removing it from their device, acknowledging, however, that this does not automatically delete the Profile.
6.2. The User may in any case request the deletion of their Profile by writing to: privacy@intred.it

7. Data traffic
7.1. The APP requires the use of wireless access or data traffic for the mobile device, the operation of which remains the full competence and responsibility of the User. The provider of the network necessary for the operation of the mobile device may charge a fee for access to data traffic in connection with the use of the APP. Any such fees, and any costs or charges levied by third parties, shall be borne entirely by the User.

8. Ownership rights of the APP
8.1. The Company declares that it is the owner and licensee of all intellectual property rights relating to and/or pertaining to the APP. The User may use the APP and the materials and content therein only for their own, non-commercial use.
8.2. Any unauthorised use constitutes an infringement of intellectual property rights and entails civil and/or criminal liability of the User on the basis of the infringement of such rights.
8.3. Any use not in accordance with these Terms and Conditions or any reproduction of the APP or of the materials or content therein is strictly prohibited.

9. Liability
9.1 Failure of the APP to function and/or unavailability of its features shall not give rise to any liability for the Company. Except in cases of wilful misconduct and gross negligence, Users release the owner of the APP from any liability relating to events arising from the use of the APP by the Users themselves.

10. Invalidity of individual clauses
10.1 Should any provision of the Terms and Conditions prove to be invalid, it shall not be considered part of them and shall not affect the remaining provisions, which shall continue to be valid and shall apply to the extent permitted by law.

11. Amendments
11.1. The Company reserves the right to amend these Terms and Conditions at any time, giving specific prior notice on the APP.

12. Contacts
12.1 Intred S.p.A. (Tax Code & VAT No. 11717020157), with registered office in Brescia, via Tamburini, 1, 25136, which can be contacted at the following addresses: telephone 030 7280728, email info@intred.it, PEC amministrazione@pec.intred.it

13. Applicable law and competent court
13.1. Any dispute arising from the use of the APP shall be governed by Italian Law. For the resolution of disputes relating to the interpretation, performance or termination of these Terms and Conditions, territorial jurisdiction lies with the

court of the place where the User, as a consumer, has established their residence or elected domicile.

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The User's data are processed by the Company in accordance with the provisions of the legislation on the protection of personal data, as specified in the privacy notice provided pursuant to Article 13 of the GDPR.

In compliance with Article 13 of Regulation (EU) 2016/679 (European Regulation on the protection of personal data – hereinafter "**GDPR**"), Intred S.p.A. provides the user (hereinafter "**User**" and/or "**Data Subject**") with information on the personal data processed through the mobile application "Intred Connect" (hereinafter "**APP**").

1. Data controller
The data controller is Intred S.p.A. (Tax Code & VAT No. 11717020157), with registered office in Brescia, via P. Tamburini, 1, 25136, telephone 0307280200, email privacy@intred.it (hereinafter "**Controller**").

2. Subject matter of the processing
The subject matter of the processing is the User's common identification data, such as: first name, surname, email address, telephone number, IP address, data relating to the device used, access logs, traffic data.

3. Purposes and legal basis of the processing
Personal data are collected and processed by the Controller for the following purposes:

- registration and creation of the profile;
- performance of the services and features of the APP;
- compliance with legal obligations;
- handling any requests for support;
- pursuit of the legitimate interest of the Controller, provided that the interests or fundamental rights and freedoms of the Data Subject do not override it, taking into account the reasonable expectations of the Data Subject based on their relationship with the controller, and in particular for the prevention of fraud, to the extent strictly necessary and proportionate, to ensure network and information security.

The legal bases for the processing are: the performance of a contract to which the Data Subject is party (Article 6, letter (b), GDPR), compliance with legal obligations (Article 6, letter (c), GDPR), pursuit of the legitimate interest of the Controller (Article 6, letter (f), GDPR).

4. Provision of data
The provision of data for the purposes referred to in point 3 is necessary in order to use the requested services and to pursue the purposes indicated therein.

5. Processing methods
Personal data will be processed with or without the aid of IT systems. The Controller undertakes to guarantee the logical and physical security and the confidentiality of the personal data processed, implementing all technical and organisational measures appropriate to the processing.

6. Data retention
Personal data, for the purposes referred to in point 3, will be processed and retained for the time necessary to pursue the purposes for which they were collected and in any case within the time limits laid down by the laws in force.
At the end of the retention period, the data will be erased and/or anonymised.

7. Categories of recipients
The User's personal data are accessible to:

i) employees and/or contractors of the Controller in their capacity as persons authorised to process data or as system administrators;
ii) service providers carrying out outsourced activities on behalf of the Controller in their capacity as specifically designated external processors, who carry out activities connected with, instrumental to or supporting those of the Controller, e.g. technical support. The complete list of Processors is available at the Controller's registered office.

8. Data transfer
No transfers of data to non-EU countries or to international organisations are envisaged. Should the Controller, in order to perform the features and services of the APP, have to transfer the User's personal data to non-EU countries, it will adopt all the appropriate safeguards provided for by Articles 44 et seq. of the GDPR, including adequacy decisions and standard contractual clauses approved by the European Commission.

9. Rights of the data subject
In accordance with Articles 15 to 21 of the GDPR, the User may, at any time, in relation to the personal data concerning them, exercise the rights indicated therein, and in particular:

- right of access (Article 15 GDPR), to obtain confirmation as to whether or not personal data are being processed and, where that is the case, to receive information relating, in particular, to: purposes of the processing, categories of personal data processed and retention period, recipients to whom they may be communicated;
- right to rectification (Article 16 GDPR), to obtain, without undue delay, the rectification of inaccurate personal data and the completion of incomplete personal data;
- right to erasure (Article 17 GDPR), to obtain, without undue delay, the erasure of personal data in the cases provided for by the GDPR;
- right to restriction (Article 18 GDPR), to obtain from the Controller the restriction of processing, in the cases provided for by the GDPR;
- right to data portability (Article 20 GDPR), to receive, in a structured, commonly used and machine-readable format, the personal data provided to the Controller, and to have them transmitted to another controller without hindrance, in the cases provided for by the GDPR;
- right to object (Article 21 GDPR), to object to the processing of personal data, unless there are legitimate grounds for the Controller to continue the processing.

The above rights may be exercised by contacting the Controller at the contact details referred to in point 1 or by contacting the Data Protection Officer, designated pursuant to Article 37 GDPR, at rpd@sgsolution.eu.
For the processing covered by this notice, it is always possible to lodge a complaint with the Italian Data Protection Authority (www.garanteprivacy.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.