



**General Conditions for the Provision and Use of LEONE SRL Services**

**DEFINITIONS**

For the purposes of the Contract and the documents attached thereto, the terms indicated below, when capitalized, shall have the following meanings:

**Technical Attachments:** documents containing technical information relating to each service offered.

**Service Charter:** document containing commitments, provided by sector regulations, towards Customers regarding services, methods of provision, quality standards, and protection methods.

**Customer:** natural or legal person who signs the Commercial Offer and the Membership Application.

**Contract:** composed of the Commercial Offer, the Membership Application, the General Conditions, the Service Charter, and any Technical Attachments.

**Membership Application:** document containing the Customer's personal and billing data, the methods, and conditions of Service provision.

**Infrastructure:** the hardware and software that enable the functioning of the services.

**LEONE S.r.l.:** based in Via S. Rocco n. 7, 25032 Chiari (BS), VAT number 02486140987.

**Material:** movable goods instrumental to the Services chosen by the Customer such as devices, equipment, and related accessories.

**Number Portability:** the service of phone number portability when changing operators.

**Commercial Offer:** document containing the indication of the services provided and their respective prices.

**Proposal:** the Commercial Offer signed by the Customer.

**Irrevocable Proposal:** composed of the Proposal and the Membership Application.

**Network:** a set of hardware and software devices owned by third parties, connected through appropriate communication channels, which allow a user to share resources, information, and data with another user, thereby enabling their sharing and publication.

**Services:** the services provided by Leone S.r.l.

**Data/Internet/Voice Services:** related to Internet browsing via the Network and telephone communications.

**Virtualization Services:** digital copies of software or hardware.

**Publication Services:** consisting of hosting, housing, email, domains.

**Rental Service:** a contract in which one party (the lessor) makes a movable good available and grants its use to another party (the lessee), who uses it for a determined period, in exchange for payment.

**User:** each employee and/or collaborator of the Customer, authorized by the latter to use the Services.

**1 – Conclusion of the Contract**

1.1 The completion and signing of the Commercial Offer constitutes the Customer's Proposal with respect to the Services offered and advertised by LEONE SRL and chosen by the Customer.

1.2 The Proposal, together with the Membership Application, constitutes an Irrevocable Proposal, pursuant to and for the effects of Article 1329 of the Civil Code, for a period of 90 days starting from the date of receipt of the Proposal by LEONE SRL.

1.3 The Proposal and the Membership Application will be deemed accepted by LEONE SRL upon the activation of the Services requested by the Customer, with the consequent conclusion and effectiveness of the contract.

1.4 LEONE SRL reserves the right to accept the Irrevocable Proposal within 90 days from the receipt of the same. In the event of non-acceptance within this period, the Proposal and the Membership Application will lose their effectiveness.

1.5 In the case of rejection of the Irrevocable Proposal, it will have no effect and will not be binding on either LEONE SRL or the Customer, who will consequently have no claims against each other for any title or reason.

1.6 The following are integral parts of the Contract: the Commercial Offer, the Membership Application, the General Conditions, the Service Charter, and any Technical Attachments.

1.7 The LEONE SRL Service Charter, in force at the time of the signing of the contract, can be consulted at the internet address <https://www.communikare.com/carta-dei-servizi/>, which documents in greater detail the technical specifications and quality levels of the Services.

1.8 In case of conflict, the provisions contained in the Membership Application prevail over the Commercial Offer and the General Conditions of the Contract.

**2 - Object – Provision of the Service**

2.1 These General Conditions define the terms and conditions under which LEONE SRL will provide the Customer, in return for the agreed consideration, with the selected Service/Services, as requested and specified in the Commercial Offer, the Membership Application with any related Technical Attachments, and the Service Charter.

2.2 The Customer may also request from LEONE SRL, under conditions, terms, and methods to be defined each time, additional consulting and assistance services beyond those already requested and specified in the Commercial Offer and the Membership Application. The requests made by the Customer, if accepted, will have contractual value for LEONE SRL and will be accounted for in the first useful tax document issued to the Customer.

2.3 Without prejudice to the direct responsibilities of LEONE SRL towards the Customer for the services provided under the Contract, LEONE SRL has the right to subcontract, in whole or in part, to third parties selected by it, the works and services necessary for the execution of this contract, without prior consent and/or communication to the Customer.

2.4 This Contract does not entail exclusivity neither in favor of LEONE SRL nor in favor of the Customer.

**3 Types of Services Offered by LEONE SRL**

**3.1 Data/Internet/Voice Services**

3.1.1 The provision of Data/Internet/Voice Services occurs through the activation of connections between the Network and the Customer, using the technical infrastructure that, by establishing a connection between this and the equipment located at the Customer's premises, allows the transport of information between source and destination, and thus, the provision of the Service. The connection to the network and the completion of the functionality and efficiency of such a connection may also require technical interventions on the Customer's equipment/infrastructure, who, therefore, agrees to ensure technical cooperation, the costs of which will be borne exclusively by them. Temporary inconveniences or service disruptions may occur in the use of the Services, which will not be attributable to LEONE SRL, but to the type of technical operation carried out.

**3.2 Virtualization Service**

3.2.1 The Virtualization Service offers the Customer the possibility to centralize the structures that constitute IT, relieving them from the variable costs of management and maintenance of Hardware and Software.

3.2.2 The Service will be provided through the virtualization technologies available today, which also allow for the optimization of Hardware and Software resources.

3.2.3 The Hardware and Software ("Infrastructure") that enable the functioning of the Service are installed at the Internet Data Center (IDC).

**3.3 Publication Services (Hosting/Housing/Email/Domains)**

3.3.1 The provision of Publication Services is carried out through the maintenance of the Client's web information on Servers (LEONE SRL's hardware dedicated to hosting or the Client's hardware housed at LEONE SRL or at the Client's premises). LEONE SRL reserves the right to correct, delete, at its sole discretion, any information, except for electronic mail (Email), introduced into LEONE SRL by anyone. LEONE SRL has the right to delete any public message that, in its sole discretion, is found to be in violation of this agreement.

### 3.4 Rental Service

3.4.1 The Rental Service entails the operational leasing of the movable instrumental goods chosen by the Client, upon payment of the corresponding fee agreed upon with LEONE Srl (hereinafter also referred to as the "Lessor").

3.4.2 The Lessor undertakes to deliver only material compliant with current occupational safety regulations and equipped with CE marking (the "Material"). The delivery of the Material is deemed to have occurred when the Lessor makes the goods available to the Client, who, after checking and verifying them, signs the Transport Document (or its equivalent), which will be an integral part of the contractual documentation. If, at the time of delivery, the material appears to be affected by defects that completely prevent its enjoyment or significantly limit its use, unless such defects were already known or knowable, the Lessee must refuse delivery, provide written notice and a detailed description by sending a PEC to the Supplier and the Lessor within eight days of discovering the defects under Article 1495 of the Civil Code. Any non-compliance of the Material with the current occupational safety regulations will result in the absolute nullity of the Contract under Article 1418, paragraph II, of the Civil Code.

3.4.3 Delivery does not confer any right to the Client regarding the purchase of ownership of the Material. All expenses necessary for maintenance and restoration of functionality, including spare parts, are the sole responsibility of the Client.

3.4.4 The Rental contract cannot be assigned without the written consent of the Lessor, even in cases of lease, transfer, or usufruct of the company.

3.4.5 The Rental contract is deemed terminated on the date indicated in the Commercial Offer or in the Application for Adhesion or other signed contract. The contract is automatically renewable with the option of termination by either party with three months' notice.

3.4.6 The Client undertakes to comply with all legal and/or administrative regulations, as well as all manufacturer's and/or Supplier's specifications, in particular, regarding the possession, maintenance, storage, transportation, installation, and use of the Material, and to carry out the necessary procedures to obtain legal authorizations and any other administrative permits related to the use of the Material.

3.4.7 It is the Client's obligation to immediately communicate, by means of a PEC to be sent to LEONE SRL, any action, demand, or request and/or claim that third parties may make regarding the Material, including any enforcement proceedings, seizure, attachment, and/or other precautionary measures that may be initiated on the property where the material is located or on the material itself.

3.4.8 The Client undertakes to take out an "All Risks" insurance policy for the entire duration of the contract, which provides for compensation of an adequate amount to guarantee the repair/replacement of damaged or stolen Material. The insurance contract must contain a clause binding in favor of LEONE SRL, which will be authorized to deal directly with the insurance company; it is understood that, in case of failure to take out insurance or failure of compensation by the insurance company chosen by the Lessee, the Lessee must independently bear the expenses of repair/restoration of the Material.

3.4.9 Following the termination of the contract, the Client undertakes to immediately return the Material to Leone srl within a maximum period of fifteen days, in the terms and conditions set forth in paragraph 8.7 of the General Conditions.

3.4.10 The Client undertakes to maintain the Material in good condition, except for deterioration due to normal use, otherwise providing for restoration or agreeing with LEONE Srl on appropriate compensation.

3.4.11 The Client undertakes not to alienate, sublet, lend, or pledge the Material and to prevent it from being subject to liens, charges, retention privileges, or any other encumbrances whatsoever.

3.4.12 From the delivery of the Material, the Client is responsible for all damages to persons, animals, and property resulting from the custody and/or enjoyment and use of the Materials, even if only resulting from malfunctions, defects, or faults in security systems.

LEONE Srl is expressly indemnified against any claims from third parties, including the Public Administration, for any harmful or prejudicial consequences resulting from the use of the Material.

### 3.5 Voice Service – Mobile SIM

3.5.1 The mobile telephony service includes the provision of one or more SIM cards for the use of mobile radio services, with the possibility of activating a new number and/or (where possible) maintaining the existing number through Number Portability, following the termination of any contractual relationship with the previous telecommunications operator.

3.5.2 LEONE SRL provides, for managing the relationship with the Client, the following geographical telephone number 030.7721399 (at the cost provided by the telecommunications operator used by the Client) and the following email address [sos@communicare.com](mailto:sos@communicare.com). The customer support service will be operational on weekdays from 9:00 to 12:30 and from 14:00 to 18:30. The specialized staff of LEONE SRL will work free of charge to resolve the issue reported by the Client, providing a response to the latter with the utmost promptness and, in any case, within the fifth working day following the one on which the report was received. Technical interventions must be carried out exclusively by LEONE SRL and/or by third parties expressly appointed or delegated by it.

3.5.3 The Client undertakes not to use and to take every precaution to ensure that third parties do not use the Service to make telecommunications that cause damage or disturbances to Telecommunications Operators, or that violate applicable laws and regulations.

3.5.4 The Client undertakes not to allow the use of the Service, for any reason, by individuals not expressly authorized by him and not to commercialize it.

3.5.5 The Client assumes all responsibility: a) arising from the use of terminal equipment that does not have the approval or authorization established by applicable regulations; b) arising from tampering or interventions on the methods of receiving the Service, carried out by the Client or by third parties not authorized by LEONE S.R.L.; c) regarding the content and forms of communications transmitted through the Service and will indemnify LEONE S.R.L. from any claim, action, or exception that may be asserted by third parties against LEONE S.R.L. Therefore, the Client will be responsible for the use of unauthorized/approved equipment as well as for any improper use of the Service and, in such cases, LEONE S.R.L. may suspend the provision of the Service at any time and without notice if such use causes damage or disturbances to third parties or violates laws or regulations, without prejudice, in any case, to any further legal remedies.

### 4 - Customer Obligations and Responsibilities

4.1 The Customer undertakes to:

- i) not make alterations and/or interventions, directly or through personnel not expressly authorized by LEONE SRL, on material, equipment, devices, and/or software products owned by LEONE SRL or owned by third parties, but on which LEONE SRL has usage rights, leased, or made available to the Customer for any reason;
- ii) not assign the Contract, in whole or in part, to third parties without the prior written consent of LEONE SRL;
- iii) not copy, in whole or in part, the software programs included in the Virtualization service in printed form or in a form readable by the computer;
- iv) not take any action that may compromise the security of systems and devices owned by LEONE SRL or owned by third parties, but on which LEONE SRL has usage rights;
- v) not download and/or install any software and/or application on individual clients, if configured in "Linked" mode as defined in the UComm Full Office/Virtualization Project Offer;
- vi) comply with all current regulations relating to the activities subject to the requested and activated Service/Services;
- vii) not provide, through the Service/Services, content and/or any other material contrary to mandatory rules, public order, or morality or in any way likely to infringe upon any third-party rights, undertaking to hold LEONE SRL harmless from any damage that may result from actions and/or claims by third parties asserted against

LEONE SRL due to the content and/or other material provided by the Customer;

viii) not provide and not convey, through the Service/Services, content that contravenes the regulatory provisions regarding the fight against child sexual exploitation and child pornography pursuant to Law 38/2006;

ix) not provide and not convey through the Service/Services content that represents or incites violence and/or explicitly or subliminally incites hatred or attitudes of intolerance and discrimination based on differences in race, sex, religion, culture, nationality, health, or that in general may harm the psychological or moral development of minors. At the end of the collaboration relationship, as the activities performed are covered by intellectual property, the equipment will be transferred to the customer after resetting all technical contents.

4.2 Unless the installed products are licensed by LEONE SRL, the Customer guarantees to own the licenses for the software installed both on the devices provided by LEONE SRL and on those owned by the Customer within the scope of the Virtualization service, thereby indemnifying LEONE SRL from any obligation and/or burden of verification and/or control in this regard. Therefore, LEONE SRL shall not be liable for any unauthorized use of the software by the Customer.

4.3 Consistent with the preceding clause 4.2, the Customer acknowledges and agrees that it remains solely responsible for acquiring the usage licenses for the applications and operating systems necessary for using the virtualization service.

4.4 The Customer undertakes to designate to LEONE SRL, after identification within its own structure, a professional figure who will assume the role of Reference for technical activities related to the services provided by LEONE SRL.

4.5 The Customer acknowledges that defining policies for managing web content filters ("web filtering") is its sole responsibility, as it is LEONE SRL's responsibility to implement them only upon explicit request by the Customer. It is understood that, in such cases, LEONE SRL will be solely responsible for the consequences resulting from the failure or incorrect implementation of the received instructions.

4.6 The Customer retains ownership of the texts it inputs and of any related rights, hence LEONE SRL shall not be held responsible for cases of unauthorized publication by third parties of texts entered by the Customer. The Customer guarantees that any material entered on LEONE SRL's Servers is original, except for any excerpts from copyrighted material entered with the written permission of the copyright owner and with the obligation to cite the source and the existence of the permission. The Customer also guarantees that such material is lawful and does not violate or infringe any laws or copyrights, trademarks, patents, or other legal or customary rights of third parties.

4.7 LEONE SRL retains exclusive rights over all its material placed on the Servers. Material from LEONE SRL may be stored in the Customer's computer memory, manipulated, analyzed, printed, and reproduced on the screen solely for the Customer's benefit, who may not redistribute, retransmit, or otherwise transfer, directly without further processing, any information received through LEONE SRL by telegraphic, fax or telefax, telematic, facsimile, radio, print, or any other means. It is explicitly prohibited to use LEONE SRL to directly or indirectly contravene the current laws of the Italian State or of any other State.

4.8 In the event of a breach of the above prohibitions, which are expressly reiterated, the contract shall be deemed terminated by operation of law pursuant to Article 1456 of the Civil Code, without LEONE SRL being obliged to refund, even in part, the price thereof, and without prejudice to any other action for recourse and/or compensation against those responsible for such breaches. The Customer undertakes to indemnify LEONE SRL for all losses, damages, liabilities, costs, charges, and expenses, including any legal fees, that may be suffered or incurred by LEONE SRL as a consequence of any failure to comply with the obligations assumed and warranties provided by the Customer with the signing of these General Contractual Conditions.

4.9 The Customer shall always immediately inform LEONE SRL of the need to carry out interventions on the devices for which LEONE SRL provides maintenance services and/or on the software possibly

provided by LEONE SRL. In the absence of timely communication regarding the request for intervention on the devices, any damage caused to the devices owned by LEONE SRL or its principals, including those made available to the Customer for other reasons, shall be considered the sole responsibility of the Customer. In such cases, if malfunctions or interruptions occur in the provision of the Virtualization service due to such damage, LEONE SRL shall not be held responsible.

4.10 The Customer is also required to comply with any instructions and communications from LEONE SRL regarding the correct use of the Service/Services.

4.11 Given what is established in this article 4, it will be the exclusive responsibility of the Customer, in compliance with the obligations under Legislative Decree no. 196/03 and EU Regulation 679/2016 and its subsequent amendments and/or integrations, to provide its Users with adequate and complete information about the methods and purposes of data processing related to the provision of the Services. This is because the Customer is the data controller of the Users' personal data and is therefore responsible for processing them in compliance with the obligations provided by all applicable regulations.

4.12 The Customer shall also be obliged, within the framework of the virtualization service, to ensure the acquisition of Users' personal data, to ensure their conservation, and to associate such data with the individual virtual desktops assigned to each User. It will also be the Customer's responsibility to comply with any requests for Users' personal data from judicial authorities - even in the event of requests addressed directly to LEONE SRL - and any other requests necessary to comply with obligations under laws, regulations, or EU regulations.

4.13 The Customer, concurrently with the signing of the Contract, shall provide LEONE S.R.L., if necessary considering the content.

#### **5 - LEONE SRL Obligations and Limitations of Liability**

5.1. LEONE SRL will provide the Services as described in the Commercial Offer and the Application for Adhesion, guaranteeing their efficiency and functionality; however, it shall not be liable for any direct and/or indirect damages caused to the Customer by the use of the Services or by acts of omission or functionality problems attributable to other telecommunications companies or suppliers that, by managing lines or systems not owned by LEONE SRL, cause compatibility issues between such systems and/or the Customer's receiving devices.

5.2 For the provision of certain types of Services (including support services), LEONE SRL may also operate through companies or professionals of its trust specifically appointed for this purpose, while LEONE SRL's responsibilities towards the Customer remain unaffected.

5.3 LEONE SRL declares to possess the technical-professional suitability requirements referred to in Article 26 of Legislative Decree no. 81/08 as well as the licenses, authorizations, permits necessary for the correct and legitimate fulfillment of all obligations undertaken with the signing of the Contract.

5.4 LEONE SRL may use its own standards and/or international connection standards, equipment, and programs, and reserves the right to modify them according to its needs, communicating this in advance to the Customer; the latter shall have the right to terminate the ongoing Contract in case of absolute and manifest incompatibility with its own systems, by sending written communication via certified email to LEONE SRL within 30 days from the date of receipt of the modification communication from LEONE SRL. LEONE SRL is nevertheless relieved of any burden or responsibility, and shall be entitled to demand from the Customer the payment of all amounts accrued, as fees and/or compensation, as well as all other amounts due for any reason up to the date of effectiveness of the termination.

5.5 Except in cases of fraud or gross negligence, including that of subcontractors, LEONE SRL assumes no liability for direct and/or indirect damages (including, for example and not exhaustively, loss of profits, business interruption, loss of information, and any other economic loss) suffered by the Customer and/or third parties as a result of or on the occasion of malfunctions of the Devices or any other item provided by LEONE SRL in the provision of the Service.

5.6 LEONE SRL assumes no responsibility for data entry activities, as well as for the content of the information and data passing through

the systems used to provide the Service. For this reason, LEONE SRL is not responsible for the contents of any message conveyed by the Customer through the Service.

5.7 With particular reference to the Virtualization service (Virtual Servers and Clients), LEONE SRL does not guarantee uninterrupted activities or error-free performance resulting from devices, equipment, Infrastructure, software, products, or connectivity, nor that the Infrastructure will be able to meet all the Customer's needs, nor that any defects will be corrected. Therefore, the Customer acknowledges and expressly acknowledges the essential characteristics of the Service and accepts the risk related to the functionality of the Service itself concerning its own needs and expectations.

5.8 LEONE SRL cannot guarantee the invulnerability of computer and telecommunications systems and therefore is not liable for any direct and/or indirect damages suffered by the Customer and/or third parties in case of cyberattacks (viruses, spamming, denial of service, etc.).

5.9 LEONE SRL guarantees the technical compatibility and correct operation of the equipment and devices only if these are supplied by itself. In all other cases, it shall be the Customer's responsibility to preliminarily verify, even possibly through LEONE SRL's technical facilities, whether the equipment and devices in its possession are compatible with the requested Service.

5.10 LEONE SRL undertakes not to disclose, directly or indirectly, passwords and/or logins and/or access keys, if known, related to the Customer.

5.11 LEONE SRL may vary, during the validity period of the Contract, the technical characteristics of any Materials and Services provided that are no longer compatible with the new configurations required as a result of the technological obsolescence of the hardware and/or software components related to the Service functionality, while ensuring the functionality of the same.

5.12 The Customer also acknowledges that, if special services or devices such as, for example, telealarms, teleassistance, are active on the telephone system, their functionality or certain options may be subject to limitations. It is understood that LEONE SRL cannot in any case be held responsible for such limitations.

5.13 Without prejudice to the limits indicated in this article, LEONE SRL's obligations and liabilities towards the Customer are generally defined by the Contract, therefore in any case of violation or breach attributable to LEONE SRL, it will be liable within the limits provided by the Contract and the Service Charter, expressly excluding any other compensation or indemnification to the Customer for direct or indirect damages of any nature and kind.

5.14 LEONE SRL implements security measures considered adequate to achieve the objectives of information security, namely: confidentiality, integrity, and availability. Therefore, LEONE SRL has implemented a certification process according to the UNI CEI ISO/IEC 27001 standard.

## **6 - Installation**

6.1 LEONE SRL may install at the Customer's premises, at the expense and responsibility of the latter, the equipment, devices, software, and anything else LEONE SRL deems necessary for the provision and correct use of the Service, taking into account the specific needs of the Customer.

6.2 The Customer shall, at its own expense and care, carry out within the areas affected by the Service any necessary interventions and/or adjustments according to the parameters and indications provided by LEONE SRL and in compliance with the conditions regarding health and safety at work (Legislative Decree 81/2008 and any subsequent amendments and integrations), in order to make the premises suitable for receiving and installing the equipment and/or devices. In particular, the Customer shall ensure the adequacy of the electrical system, ventilation, and cooling, and the presence of certified network cabling of at least category 5. The consequences of any delays in installation and/or interruptions in the operation of the equipment subject to this provision, due to non-compliance of the premises and related equipment, shall be entirely borne by the Customer.

6.3 In the event that equipment not provided by LEONE SRL is used for the provision of the Service, the Customer guarantees their

compliance with European standards, that they are in perfect working order, and that they do not disturb the Service or prejudice third parties. If the equipment, owned by the Customer or some of it, is not or no longer compliant with the approval conditions, or presents malfunctions that could damage the integrity of the network or disrupt the Service, or create risks to the physical safety of people, LEONE SRL may suspend the provision of the Service until the non-compliant or defective equipment is disconnected from the network termination point; in this case, LEONE SRL will immediately inform the Customer of the suspension, specifying the reasons for it.

6.4 Any damages caused to LEONE SRL's equipment and/or software, whose causes are directly or indirectly attributable to the unsuitability of the Customer's premises and/or the Customer's equipment, shall be charged to the Customer according to the normal repurchase price of the damaged hardware and/or software components.

## **7- Adjustments and Changes**

7.1 LEONE SRL has the authority to modify the Contract by informing the Customer via PEC, as provided for by Article 98 septiesdecies of Legislative Decree 259/2003, at least thirty days before the contractual modification and the right to withdraw if the new conditions are not accepted, without incurring any penalty or deactivation costs.

7.2 The right to withdraw from the contract can be exercised by the Customer within sixty days from the communication of the modification of the contractual conditions, by sending a registered letter with acknowledgment of receipt or by PEC. The Customer has the right to withdraw, as mentioned above, except in cases where the proposed changes are exclusively to the benefit of the Customer, are purely administrative in nature, and have no negative effect on the Customer or are directly imposed by Union or national law.

7.3 In the absence of a communication of withdrawal, the changes will be deemed accepted by the Customer.

## **8 - Materials**

8.1 LEONE SRL will provide any Materials, understood as equipment, devices, and related accessories necessary for the proper functioning of the Service according to the technical-economic conditions specified in the Offer.

8.2 The tools provided by LEONE SRL to enable the Customer to use the requested Services, as provided for in the Commercial Offer and in the Technical Annex, are covered by a warranty against manufacturing defects, under the same conditions and within the same limits as provided by the warranty provided by the manufacturer in accordance with the law.

8.3 In no event will the Materials and Services be covered by warranty in case of i) damage caused by external accidental elements (such as fires, lightning, floods, etc.) or force majeure; ii) misuse and/or negligence; iii) electrical power conditions or other unsuitable or non-compliant conditions; iv) breakdowns caused by fraud and/or gross negligence and/or lack of maintenance. In no event will LEONE SRL be liable for direct or indirect damages caused by the programming or malfunctioning of the supplied Materials.

8.4 Equipment and devices provided free of charge for temporary use will be governed by the provisions on loan for use pursuant to Articles 1083 and following of the civil code. The tools provided by LEONE SRL on a loan for use basis must be used by the Customer exclusively for the use of the Service. The Customer will take care of their custody with due diligence and may not remove, replace, tamper with them in any way, nor transfer them to third parties, even temporarily, neither free of charge, nor for consideration. The Customer also undertakes to keep the equipment and devices free from seizures, attachments, and any prejudicial acts or burdens.

8.5 LEONE SRL, or the appointed personnel, will repair or replace the supplied Material free of charge if defective or otherwise unsuitable for use, except in cases where the defect or malfunction is attributable to the Customer's incompetence, tampering, negligence, and/or carelessness. In such cases, LEONE SRL will carry out the replacement or repair for an appropriate fee from the Customer. In any case, the Customer will be required to pay the cost of intervention by personnel and materials if the Material has exceeded the one-year warranty period.

8.6 In case of loss, theft, or tampering of the goods provided on a loan for use basis, the Customer must immediately inform LEONE SRL, by any means. This communication must be confirmed by the Customer to LEONE SRL within 7 (seven) days by PEC or registered letter with acknowledgment of receipt, accompanied by a copy of any complaint filed with the competent authorities. In such cases, LEONE SRL will charge the Customer an amount equal to the repurchase value of the goods.

8.7 At the expiry of the Contract and/or the Service, and in any other case of its termination, including early termination, the items provided on a loan for use basis must be returned to LEONE SRL, in the condition they were delivered, except for deterioration or consumption due to normal use, within 15 calendar days from the moment of deactivation of the Services. The return of items owned by LEONE SRL is the exclusive responsibility of the Customer who may deliver them or send them, at their own expense, to the following address: LEONE SRL, Via S. Andrea 125/127 Rovato (Bs). In case of non-receipt of the goods by LEONE SRL within 30 calendar days from the date of deactivation of the Services, LEONE SRL shall have the right to charge the Customer a penalty equal to the actual cost of the goods at the date of purchase.

#### **9 - Service Activation - Invoicing - Rates**

9.1 The activation of Services and the related invoicing will commence upon the verbal communication or via email of Ready for Service/welcome sent to the Customer by LEONE SRL. It is understood that if the subscribed Offer includes a plurality of individually identifiable and usable Services, LEONE SRL will send the Customer, for each of them, a Ready for Service/welcome communication.

9.2 Activation times are expected to be within 30 working days from the receipt of the Order (composed of these General Contract Conditions, the Application for Membership to LEONE SRL Services, the Commercial Offer, and possibly the Technical Annex, all duly signed), unless delays are due to Telecom Italia (or other operators), if necessary for the provision of the Service. In cases where the completion of the line must be followed by an installation activity by LEONE SRL personnel, the latter will send the Customer a communication of completion. In the following 15 working days, LEONE SRL will carry out, after contacting the customer, the installation activity followed by the communication of definitive Ready for Service and the start of billing. In the event that, due to reasons attributable to the Customer, the installation cannot be carried out within the indicated period, LEONE SRL, after the expiration of the 15 working days, will still initiate the billing process. It will be LEONE SRL's responsibility to prepare a possible Gantt chart with detailed timing for the individual activities listed above.

9.3 Invoicing will be periodic, as established in the Contract. For consumption-based Services, it will be carried out retrospectively based on the previous month's traffic and the rates in force, while for any one-time contributions and for fees, invoicing will be carried out in advance based on the specified periodicity.

#### **10 - Payment for Services**

10.1 Pursuant to Article 1 of Legislative Decree No. 127/2015, LEONE SRL sends original invoices, on a monthly basis, to the Interchange System of the Revenue Agency (Sdi). The Customer, holding a VAT number under the advantageous or lump-sum regime, can view electronic invoices in the reserved area of the Revenue Agency, while the holder of a VAT number under the ordinary regime will receive the invoice at the address corresponding to the recipient code or PEC address communicated in the Proposal. The payment for invoiced amounts to the Customer, unless otherwise specified in the Commercial Offer, is due within 30 days from the invoice date.

10.2 The Customer authorizes LEONE SRL to debit the invoiced amounts according to the payment methods indicated in the Application for Membership and in accordance with the specifics of the Commercial Offer. This authorization will remain effective until the termination of LEONE SRL Services by one of the parties, provided that any accrued and outstanding amounts are settled.

10.3 Under no circumstances is the Customer allowed to offset amounts due to LEONE SRL against sums claimed for any reason.

10.4 Payment of invoices issued by LEONE SRL to the Company must be made for the entire indicated amount, with partial payments not permitted. In case of late payments, the Customer will be liable for

default interest, which, for subjects not classified as "consumers" under Legislative Decree 206/2005, will be determined in accordance with Legislative Decree 231/2002, without prejudice to the right to compensation for further damages. The Company will notify the Customer of any delays in payment of invoices.

10.5 In the event of total or partial non-compliance by the Customer with the obligation to pay invoices, the Company reserves the right to suspend the provision of services and, in the event of continued non-compliance, to terminate the contract pursuant to Article 1456 of the Italian Civil Code, thereby deactivating the Services with the consequent risk of losing the phone number. In such cases, LEONE SRL retains the right to recover unpaid fees. Partial payments are also considered as missed payments, and the provisions of this contractual clause apply.

#### **11 - Assistance**

11.1 LEONE SRL provides an Assistance service whose characteristics are governed by the specific Commercial Offer. During the Warranty coverage period, the repair service is free of charge for all faults not directly or indirectly attributable to the Customer. In other cases, LEONE SRL will charge the Customer for the costs incurred for restoring the Service and for assistance operations.

#### **12 - Security Deposit**

12.1 The Customer undertakes to pay a non-interest-bearing security deposit, the amount of which is indicated in the Commercial Offer. LEONE SRL may request the integration of the security deposit at any time if it is no longer deemed adequate.

12.2 The aforementioned amount will be charged to the Customer in the first invoice and will not be subject to VAT, in accordance with the current tax regulations.

12.3 To satisfy its claims against the Customer for any reason, LEONE SRL may offset the sums paid by the Customer as a security deposit at any time during the contractual relationship.

12.4 Within 60 (sixty) days from the date of termination of the Contract, LEONE SRL will refund to the Customer the amounts paid as a security deposit, provided that all obligations arising from the Contract have been fully fulfilled.

#### **13 - Validity, Suspension, and Termination**

13.1 The Service will have a duration specified in the Commercial Offer or in the Adhesion Form from the date of its activation. The Service will automatically renew for the same period and so forth unless terminated by the Customer at least 90 days before the natural expiration. Such termination must be sent by registered mail or via PEC exclusively to the address [legal@leonecert.it](mailto:legal@leonecert.it). The installment in monthly installments of the consideration does not exempt the Customer from paying the entire annual fee, which is considered to all intents and purposes as a single and indivisible sum.

13.2 In the event of termination by the Customer beyond the specified terms, all fees will be due until the next expiration as a penalty. The remaining fees will be invoiced in a single solution on the date of service deactivation.

13.3 In case of termination by the Customer before the Service activation, the Customer shall pay a penalty equal to 50% of the activation fee plus an installment equivalent to three monthly installments of the annual service fee as a penalty.

13.4 LEONE SRL may suspend the Services immediately and/or consider this agreement terminated automatically with immediate effect if the Customer is in breach of the obligations set forth in the following articles: 4 (Customer's Obligations and Responsibilities); 10 (payment of services).

13.5 LEONE SRL may consider the contract terminated automatically, under Article 1456 of the Italian Civil Code, with immediate effect if the Customer is subject to bankruptcy and/or other insolvency proceedings or business crisis.

13.6 In the event of suspension of Services due to Customer default, the fee will still be due for the entire suspension period. Service suspension, if the Customer is the holder of multiple Offers, applies to all Services billed together in the invoice. A Customer whose Service has been suspended, to restore it before the corresponding subscription is terminated, must pay LEONE SRL all amounts due for any reason, cause, or cause, including Service reactivation costs which will be charged with the subsequent billing cycle. The reactivation cost will be €90. The Service will be restored within 1



working day following notification of payment received and subject to verification by LEONE SRL.

13.7 In the event of termination of the contract by LEONE SRL due to Customer default, LEONE SRL shall have the right, as a penalty, to payment in a single installment of the annual fee installments still due until the next expiration of the contract, without prejudice to the right of LEONE SRL to compensation for any further damages resulting from Customer default.

13.8 LEONE SRL has the right to interrupt the provision of Services, in case of ordinary/extraordinary maintenance of Web services and/or access network systems, by sending advance notice to the Customer 7 days before the scheduled interruption.

13.9 LEONE SRL has the right to terminate this agreement at any time, without notice, thereby suspending the Service. In this case, it will be obligated solely to refund to the Customer the pro rata price of the Service corresponding to the number of unused days until the next natural expiration of the agreement, explicitly excluding any other reimbursement or compensation or liability of LEONE SRL for the Customer's failure to use the Services during the remaining period.

13.11 Regarding the Virtualization service, the Customer acknowledges that after the Service termination, it will no longer be possible to retrieve any data and/or information and/or content entered and/or processed by them in the virtual infrastructure, and that upon termination of the contract, LEONE SRL will make available the credentials for restoring the Customer's data on a different platform for a period of 30 days from the receipt of the Service termination notification from Leone S.r.l.

**14 - Loss, theft, and unauthorized use of service access codes**

14.1 Upon activation of the Services, LEONE SRL will provide the Customer with any passwords, codes, and/or instructions necessary to access such Services, which are strictly personal; the Customer is responsible for the use and dissemination of such information. In the event of theft, loss, or unauthorized use of such information by third parties, the Customer must promptly notify LEONE SRL of the violation at the provided numbers and email addresses. LEONE SRL will deactivate passwords and/or access codes and provide new ones promptly. Upon notification, the Customer will be relieved of responsibility for any unauthorized use of the subscribed services.

**15 - Extra-District number portability**

15.1 Current regulations do not allow for number portability (SPP) outside the district to which the number belongs.

**16 - Anomalous Traffic**

16.1 In the event of abnormal traffic volume in directions or anomalous volumes compared to the average profile of the type of Customer to whom the offer is addressed, LEONE SRL reserves the right to suspend the Service, as a precaution and in the interest of the Customer. The suspension may be total or partial. This right does not constitute a burden on the part of LEONE SRL, which retains the right to demand payment for the traffic carried out through the Customer's line, regardless of the anomaly related to the volume of generated traffic.

16.2 Before suspending Services, LEONE SRL will contact the Customer to verify their awareness of the abnormal traffic. If the suspension of outgoing traffic is deemed urgent, LEONE SRL may suspend services promptly and inform the Customer of the action taken.

16.3 In any case, the service will be restored as soon as the Customer has indicated their willingness to assume responsibility for the traffic carried out through their line and has provided any guarantees requested by LEONE SRL.

**17 - Communications with the Customer**

17.1 LEONE SRL may make technical, operational, and informational communications via email to the Customer's address provided in the Application Form.

**18 - Confidentiality of information and data**

18.1 LEONE SRL and the Customer mutually guarantee that their respective staff and/or external collaborators appointed by them will treat as confidential any information and data of which they become aware during or in relation to any activities related to the execution of the Contract.

**19 - Industrial Property**

19.1 The Customer acknowledges that the rights to trademarks, trade names, copyrights, patents, and other industrial and intellectual property related to the Services belong exclusively to LEONE SRL or to third parties who have granted their proprietary and/or copyright rights to LEONE SRL, and that, under the Contract, such rights are not in any way transferred, even temporarily, to the Customer.

**20 - Processing of personal data under the Privacy Code**

20.1 The Customer's personal data will be processed in accordance with EU Regulation No. 679/2016, for the purpose of correctly executing the contract of which the data subject is a party (Art. 6, lett. b) GDPR) and to fulfill the legal obligations incumbent upon the Data Controller (Art. 6, lett. c) of the GDPR).

20.2 The data will be processed by: Leone Srl as Data Controller; by subjects appointed by Leone Srl as Data Processing Managers to fulfill their contractual and/or legal obligations (including companies controlled by Leone Srl, any subcontractors and/or service suppliers); by employees to whom Leone Srl will assign the task of processing the data to fulfill their contractual and/or legal obligations.

20.3 The Customer has the right to request and obtain the names and contact details of the data controllers and processors.

20.4 By signing the contract, the customer consents to the processing of their data by the aforementioned subjects. Such consent may be revoked at any time.

20.5 With regard to other rights exercisable by the Customer, reference is made in full to the Customer Information, drawn up pursuant to Art. 13 GDPR and available at the following URL <https://www.communikare.com/GDPR>.

20.6 The Customer's personal data, in particular, internet browsing Log files and those related to the use of email, will be stored by Leone Srl for a period of 6 (six) months, after which the Log files will be deleted.

**Article 21 Conciliation procedure**

21.1 The Customer who, in relation to the contractual relationship with LEONE SRL, alleges the violation of their rights or interests and intends to take legal action, must first initiate the mandatory conciliation attempt, as provided for by the current regulations issued by the Authority for Communications Guarantees with Resolution No. 203/18/CONS as last amended by Resolution No. 390/21/CONS.

**22 - Effectiveness of the Contract**

The parties declare that the text signed and sent by email or PEC will have the same effectiveness as the original.

**23 - Competent Court**

For any dispute arising from the relationship arising from this regulation, the Court of Brescia shall have exclusive jurisdiction.

Customer	
Place and Date	
Signature	

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Customer declares to have read, examined, and specifically approved the clauses of the General Contract Conditions: Art. 3.4.8 (liability for failure to stipulate insurance policy or failure of insurance company to indemnify); Art. 4 (Customer's Obligations and Responsibilities); Art. 5 (Leone S.r.l.'s Obligations and Limitations of Liability); Art. 7 (Adjustments and Variations); Art. 8 (Equipment and Devices); Art. 13 (Validity, Suspension, and Termination); Art. 23 (Competent Jurisdiction).

Customer	
Place and Date	
Signature	