

GENERAL TERMS AND CONDITIONS FOR THE REGULATION OF THE ACCESS OF THE OPERATORS TO THE “REGISTRO PUBBLICO DELLE OPPOSIZIONI” AS PER ART. 1, PAR. 1, LETTER C), OF THE D.P.R. 7TH SEP 2010, N° 178

The original of this document, written in Italian, is the only official version. Any translations are provided solely for the convenience of the user / operator and have no legal significance

Art. 1 Subject and field of application of the General Terms and Conditions

- 1.1** The present General Terms and Conditions (hereafter: “T&C”) define terms and methods adopted by **Fondazione Ugo Bordononi**, with registered office in Rome, Viale del Policlinico 147 - Codice Fiscale 97201200587, represented by its President and Legal Representative, in delivering to **Operators** as per art. 1, par. 1, lett. c) of the D.P.R. 7 September 2010 no.178, published on the *Gazzetta Ufficiale della Repubblica Italiana* (GURI) no. 256 on 2 November 2010 (hereafter: “the Regulations”), the service concerning the discipline of technical and operational modes for using and accessing the “**Registro Pubblico delle Opposizioni**” (hereafter: “the Register”) – in accordance with the Regulations – by the Operators.
- 1.2** The service is delivered by Fondazione Ugo Bordononi, hereafter called “the Administrator”, by virtue of the Service Agreement (*Contratto di Servizio*) signed on 19 January 2018 with the *Ministero dello Sviluppo Economico – Direzione Generale Direzione generale per i servizi di comunicazione elettronica, di radiodiffusione e postali*, i.e. the Ministry of Economic Development – Directorate-General for Electronic Communications, Broadcasting and Postal services (hereafter: “the Ministry”), pursuant to art. 4 of the Regulations, appointing the above-mentioned *Fondazione* (i.e. foundation) as administrator of the Registro Pubblico delle Opposizioni until 31 December 2019.
- 1.3** For the purposes of the present T&C: **Operator** means any natural or legal person who – in the role of Data Controller as per art. 4, par. 1, letter f) of the D.Lgs. 196/2003 (*Codice di protezione dei dati personali*, i.e. Personal Data Protection Code, hereafter: “the Code”) – intends to perform the processing of data as per art. 129, par. 1, of the Code for sending advertisement materials, or for direct sale, or for market research, or for commercial communication, by means of phone calls; **Subscriber** means any natural person, legal person, organization or association that is a party in a contract with a provider of public telephone services for the utilisation of such services, or that is a user of a prepaid telephone service, and whose telephone number is anyway included in the Directories as per art. 129 of the Code.
- 1.4** The present T&C have been drafted in compliance with the Regulations and the above-mentioned Service Agreement, specifically as per art. 7, par. 3 of such Agreement. These T&C are of general validity and are subject to change as required by future laws and/or regulations and/or future judicial measures and/or deeds issued by the relevant Authorities.
- 1.5** The present T&C have been preliminarily shared with the Ministry. Any modification, change and integration of the T&C – when required by future laws and/or regulations and/or future judicial measures and/or deeds issued by the relevant Authorities and/or technical requirements

relating to implementation and management of the Service – will be again and preliminarily shared with the Ministry, in respect of the rights of the Operators.

- 1.6 Pursuant to art. 130, par. 3-ter, letter g), of the Code, the Operator is allowed to process Subscriber personal data, for the purposes mentioned in art. 7, par. 4, letter b) of the Code, regardless of Subscribers being enlisted in the Register, if the above-mentioned data have been acquired via other channels and are processed in compliance with articles 13, 23 and 24 of the Code, and anyway in accordance with art. 7, par. 3 of the Regulations.
- 1.7 The applicable T&C are always those in force when an Operator submits the latest package of telephone numbers to the Administrator for verification and/or update.

Art. 2 Contract Execution

- 2.1 Any Operator who intends to contact Subscribers enlisted in public telephone directories, for the purposes mentioned in art. 7, par. 4, letter b) of the Code, shall submit to the Administrator a suitable **Application**, containing all of the information as per art. 5, par. 1, of the Regulations, in accordance with the procedures published on the website of the Administrator: www.registrodelleopposizioni.it (hereafter: “the Website”).
- 2.2 It is under the Operator’s responsibility to promptly communicate any change in the information mentioned in section 2.1, following the relevant procedure and/or any variation in such procedure, as published on the Website.
- 2.3 The Administrator shall verify the received documentation and provide the Operator with: the present T&C, a registration form previously filled-in by the Operator and an invoice showing the amount selected by the Operator (depending on the desired package size of Subscriber telephone numbers to be verified and/or updated) during the Application submission.
- 2.4 The Operator shall send back to the Administrator the registration form and a proof of payment quoting the transaction reference (CRO) and the value date of the payment. This documentation shall be sent via Registered Letter with Advice of Delivery in case of a printed document, signed with a handwritten signature, or by Certified Email (known in Italian as *Posta Elettronica Certificata*, hereafter: PEC) in case of a digital document, signed with a legally binding digital signature.
- 2.5 The contract is considered as executed when the Administrator receives from the Operator the documentation described in section 2.3, as per the procedure described in section 2.4, of the present T&C.

Art. 3 Activation and provision of the service and regulation of the access of Operators to the Register

- 3.1 To be able to communicate with the Administrator, each Operator must own an email address and be equipped with Internet access. Furthermore, each Operator must own a web client digital certificate or a PEC address.
- 3.2 The Operator is allowed to access the Register only for the purposes mentioned in art. 8, par. 1, of the Regulations.
- 3.3 Within fifteen days from receiving the application along with the required documentation as per art. 2, the Administrator:
 - a) shall provide the Operator with **authentication credentials** and **authorization profiles**, necessary to access and update the “Operator” profile data (art. 5 of the Regulations), and to

update the lists (art. 8 of the Regulations). Based on the choice made by the Operator, the above-mentioned credentials include a *login*, a *password* and a web client digital certificate (issued by a third-party certificate authority), or a PEC address and a certificate of legally binding digital signature;

b) shall publish identification data and contact details of the Operator on the relevant list publicly available on the Website.

3.4 The primary authentication credentials for every user appointed by the Application signatory with the task to interact with the system shall be created during the application submission procedure and different pieces of the password shall be communicated through different channels to minimise the risk of such password being compromised. After the first access, every user will be able to change his/her password using functionality made available in his/her dedicated secure area. In any case, the Application issuer will always be able to reset the password of any of its appointed users by resorting to a suitable procedure from within the Website. Since the email address, traditional or PEC, is univocally associated to a telemarketing operator, the same address cannot be used for different Applications.

The Operator agrees to keep and use the above-mentioned credentials with the maximum grade of privacy and accuracy, since the disclosure of such credentials to any third parties could lead to misuse of the service. Therefore the Operator also agrees to promptly inform the Administrator about any unauthorized use of the login and/or password and about any other security breach he/she might gain knowledge of, including theft or loss.

3.5 The Operator is allowed to consult the Register for 15 (fifteen) days, starting from the day when the Operator receives by PEC the verified and/or updated list, or when such list is published in the Operator’s restricted area on the Website.

After 15 days, the list expires and the Operator must start a new consultation.

3.6 Since the Operator who is consulting the Register is prevented from receiving personal data contained in the Register itself, the access procedure is carried out through automated systems as follows: the Operator sends to the Administrator one or more telephone number lists, which are updated, upon cross-check with the Register, by the Administrator within 24 hours from the request receipt, in accordance with the regulation on access fees as per art. 4 and with the procedure described hereunder.

a) Operators having opted for the web method send their request by uploading the list from within their dedicated restricted area on the Website using a connection authenticated by digital certificates and protected through the cryptographic algorithm HTTPS (HTTP on TLS/SSL). The list update progress will be confirmed by means of email messages, stating the request receipt date and availability of the reply. The updated list will be available in the restricted area of the Website for 15 days only, for the Operator to consult it via a connection authenticated by digital certificates and protected through the cryptographic algorithm HTTPS (HTTP on TLS/SSL).

b) Operators having opted for PEC and legally binding digital signature send a digitally signed request with a single attachment containing a single list to be updated, by their own PEC previously filed at the time of the Application submission. The Administrator prepares and sends by PEC a reply containing the verified and/or updated list, digitally signed, as an attachment. To avoid any inconvenience caused by any malfunction of the PEC, the

Administrator is endowed with two PEC addresses, served from two different telecommunications providers.

- 3.7** If the request cannot be fulfilled for any reason, the Operator receives a notification stating the problem that has been detected.
- 3.8** The lists to be verified and/or updated in electronic format must be created in accordance with the requirements described in the Operator’s area of the Website.
- 3.9** A single list submitted for verification/update must contain at least one telephone number and no more than 1,000,000 (one million) telephone numbers.
- 3.10** Each Operator can daily submit up to a maximum of 5 (five) lists. It is possible to request a greater number of lists for updating in the same day, up to a maximum of 15 (fifteen) requests as long as each of the first 5 requests contains no less than 900,000 (nine hundred thousand) telephone numbers and the Operator needs to process more than 5,000.000 (five million) telephone numbers in a single day.

Art. 4 Fees to access the Register and service usability terms

- 4.1** Fees to access the Register are determined by the Ministry, according to the methods as per art. 6, par. 1, of the Regulations and art. 7, par. 1 of the Service Agreement.
- 4.2** When executing the contract, the Operator also purchases a package of subscriber telephone numbers that can be sent to the Administrator for update no later than the 31 December 2019. The Operator can request to verify the telephone numbers in several sessions, in any case no later than 31 December 2019, until the whole package of telephone numbers has been used. The Administrator proceeds with updating the lists, as per request of the Operator, only upon payment of the predetermined fee applicable for the desired package of subscriber telephone numbers.
- 4.3** The Operator, upon giving prior notice to the Administrator with the method described in art. 2 of the present T&C, can choose to clear the payment as per section 4.2 in two equal instalments, as follows: the first instalment with the execution of the contract; the second instalment no later than 6 (six) months from the purchase of the package of subscriber telephone numbers to be verified and/or updated by the Administrator. Failing payment of the pending instalment, the service of verification and/or update of the lists is put on hold until proof of payment is provided. In any case the Operator is entitled only to the verification and/or update of that part of the package for which proof of payment has been provided.
- 4.4** At the end of each verification and/or update operation, the Administrator notifies to the Operator the remaining quantity of telephone numbers against the package initially purchased, so that such Operator may plan its future needs and, if necessary, buy a further package of Subscriber telephone numbers.
- 4.5** If the Operator requests the verification/update of more telephone numbers than remaining in its balance and duly paid for, the verification and/or update operation shall be rejected and the Operator shall receive a notification of this, along with an indication of the remaining balance in terms of telephone numbers.
- 4.6** An Operator intending to purchase a new package of Subscriber telephone numbers for verification and/or update no later than the 31 December 2019, can do so, even before the remaining balance has been fully spent, following the procedure published on the Website. The

Administrator, upon request from the Operator, provides the applicant with the credit top up procedure, showing the fees, terms and methods of payment.

4.7 The Operator shall send to the Administrator an invoice payment proof, which must quote the transaction reference (CRO) and the value date of the payment.

4.8 The Ministry can update the fees in accordance with art. 6, par. 1, of the Regulations. In the event that the above-mentioned fees are revised after the execution of the contract between the Administrator and the Operator, such new fees shall apply for all new invoices starting from the working day of the revision.

Art. 5 Termination of contract

5.1 The contract automatically terminates in the following cases:

- a) the Operator has not consulted the Register for more than 12 months;
- b) the Operator withdraws from the contract;
- c) termination ipso jure as per art. 5.2 of the present T&C;
- d) in all of the cases determined by subsequent laws and/or regulations and/or subsequent judicial measures and/or deeds issued by the relevant Authorities.

In none of these cases has the Operator any right to refund, even partial, of the costs incurred and/or the payments made, on whatever basis, to the Administrator: the validity of its registration expires and the Operator is removed from the Register.

5.2 Besides the cases mentioned in section 5.1, the Parties expressly agree that the termination ipso jure of the contract will also occur in case of violation of obligations and/or performance and/or bans pursuant to art. 6 (“Obligations of the Operator – Bans”) and sections, of the present T&C, save the empowerment of the non-defaulting party to request the continuation of the contract.

For the sake of an example, by no means exhaustive, the present contract will be terminated ipso jure as per art. 1456 of the Civil Code, if the Operator does not fulfil any of the following obligations:

- a) to refrain from using for the purposes described in art. 7, par. 4, letter b) of the Code the telephone numbers that have been removed from the updated list returned by the verification process carried out by the Administrator;
- b) to promptly inform the Administrator about any change in the data recorded at the time of registration, in particular, but not only, when such changes concern the third parties in charge of calling the subscribers on behalf of the Operator;
- c) to pay the Register access fees as determined per art. 6 of the Regulations;
- d) to guarantee that any Subscriber contacted for the purposes described in art. 7, par. 4, letter b), of the Code will receive suitable information, in particular about the possibility and methods to enlist in the Register so as to avoid further contacts, pursuant to art. 10 of the Regulations;
- e) to refrain from transferring to third parties the present contract and/or the obligations and/or rights coming from such contract, as a whole or in part, against payment and/or for free.

Art. 6 Obligations of the Operator – Bans

6.1 The Operator agrees: a) not to use for the purposes described in art. 7, par. 4, letter b), of the Code, the telephone numbers that have been removed by an updated list returned from the Administrator verification; b) to adapt its technological facilities used to interact with the

Register to the technical standards established by the Administrator; c) to promptly inform the Administrator about any change in the data recorded at the time of registration, in particular, but not only, when such changes concern the third parties in charge of calling the subscribers on behalf of the Operator; d) to pay the Register access fees as determined per art. 6 of the Regulations; e) to guarantee to any Subscriber who may be contacted for the purposes described in art. 7, par. 4, letter b) of the Code suitable information, in particular about the possibility and methods to join the Register so as to avoid further contacts, pursuant to art. 10 of the Regulations.

- 6.2** Furthermore, the Operator agrees to guarantee caller identification pursuant to art. 9 of the Regulations, even when the contacts with the Subscribers are held by third parties on behalf of the Operator. In such case, it is the Operator’s responsibility to bind the third party in setting caller identification.
- 6.3** The Operator guarantees to use public telephone directories that have been collected, organized and transferred in full compliance with applicable laws and regulations on personal data protection.
- 6.4** It is strictly forbidden to transfer the present contract and/or the obligations and/or rights deriving from it, to third parties, as a whole or in part, against payment and/or for free.

Art. 7 Obligations of the Administrator

- 7.1** The Administrator fulfils the obligations described in art. 2 of the present T&C within the fixed time limits.
- 7.2** After the execution of the contract with the Operator, the Administrator: a) updates the data transmitted by the Operator in the event of modification of such data; b) collects the Register access fees; c) files and keeps records of login sessions, of list update and log out of each Operator, for 24 months from their recording, pursuant to art. 8, par. 5 of the Regulations.
- 7.3** The Administrator ensures that the service is delivered in such a way as to guarantee security, confidentiality, reliability, continuity and efficiency. Furthermore, the Administrator commits to update, when necessary, the technological solutions previously agreed with the Operators and to promptly communicate any variation to them.

Art. 8 Disclaimer

- 8.1** With regard to the processing of the Subscriber data for the purposes described in art. 7, par. 4, of the Code, in no event shall the Administrator be liable for actions and/or behaviours and/or omissions committed in violation of legal provisions and/or regulations and/or the present T&C by the Operator and/or third parties, not even in the event of utilisation of telephone numbers not enlisted in public telephone directories, nor for any activity that lies outside the field of application of the Regulations, or in the event of force majeure and/or unforeseeable circumstances. Any event that is beyond the reasonable control of the Administrator constitutes force majeure, including, but not limited to, provisions of law and/or regulations and/or acts of the Public Administration, deeds and measures issued by the relevant Authorities, natural disasters, lightning, fire, explosion, mobilization, riots, war, epidemics, strikes, shortage of raw materials and/or power, and suchlike.
- 8.2** Furthermore, in no event the Administrator shall be liable for any of the following circumstances:

- a) incomplete and/or wrong transmission of the data caused by external sources, interferences, particular weather conditions or obstacles not ascribable to the Administrator;
- b) possible deficiency and/or malfunction of the Service caused by wrong use of it by the Operator, or caused by malfunction of the connection tools and accessories used by the Operator;
- c) non-fulfilment, inefficiency and/or technical problems ascribable to the telecommunication service providers.

Art. 9 Privacy and Data Protection

9.1 Both the Administrator and the Operator reciprocally commit to processing the data and/or information acquired through the fulfilment of the Service in full respect of the confidentiality and security rules.

9.2 The Preliminary Information pursuant to art. 13 of the Code is stated in the registration form, which the Operator can find on the relevant area of the Website (www.registrodelleopposizioni.it). The Data Controller is the *Ministero dello Sviluppo Economico – Direzione Generale Direzione generale per i servizi di comunicazione elettronica, di radiodiffusione e postali*, i.e. the Ministry of Economic Development – Directorate-General for Electronic Communications, Broadcasting and Postal services, located in Rome, Viale America no. 201; the external Data Processor is Fondazione Ugo Bordononi, based in Rome, Viale del Policlinico no. 147, in the person of its President and Legal Representative.

Art. 10 Jurisdiction

The Court of Rome shall have exclusive jurisdiction over any disputes relating to the validity, effectiveness, interpretation and execution of the present General Terms and Conditions.

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