

Electronic communication Service Charter

Basic principles

Introduction

EI Towers S.p.a. (“EI Towers”) – VAT number 01055010969, registered office in Via Zanella 21, 20851 Lissone (MB) – is a company operating in the telecommunications sector and has a technical and business organization geared to the provision of hosting and both routine and extraordinary maintenance services for equipment and infrastructure used for the distribution and broadcasting of radio/TV and telecommunications signals. EI Towers also provides electronic communication services and in particular Internet connectivity services for business Customers.

Further information on the company may be found on the website <https://www.eitowers.it/>.

For the purposes of this Charter, “Service” therefore means EI Towers’ provision of fixed internet access, and “Customer” means whoever has for business, commercial, craft or professional purposes signed a contract with EI Towers for said Service or is asking to use it.

In this Service Charter, EI Towers provides Customers with useful information about the principles and rules disciplining Customers’ relationships with the Service and procedures enabling Customers to seek assistance, send reports, suggestions, requests for clarification and more in general make “complaints”, management of refunds and compensation, quality of Service levels and procedures for settling disputes, all in line with the provisions of current law on telecommunications.

This Service Charter was drafted by EI Towers along the lines of the template provided by the Directive of the President of the Council of Ministers dated January 27, 1994 and in accordance with the provisions of the following Resolutions of the *Autorità per le Garanzie nelle Comunicazioni* (“Agcom” – Authority for Communications Guarantee): resolution no. 179/03/CSP - “*general directive on telecommunications quality and service charters*”, resolution no. 131/06/CSP - “*directive on quality and service charters for fixed internet access*”, with integrations under resolutions 244/08/CSP and 656/14/CSP (and subsequent amendments).

This Service Charter has been filed with Agcom and posted on EI Towers’ website (<https://www.eitowers.it>) and is referenced in the conditions of contracts with Customers, of which it is an integral part. The Service Charter is subject to updates in response to changes in the relevant legislation and new technological, organizational and procedural developments adopted in the provision of the Service.

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1. Basic principles

1.1 Equality and impartiality

- EI Towers ensures that the Service offered is provided to Customers in accordance with rules that are objective and the same for everyone, without exceptions and irrespective of gender, race, language, religion or political opinions, and guarantees equal treatment.

1.2 Continuity

- EI Towers undertakes to provide the Service to Customers on a regular and ongoing basis and without interruption except when due to maintenance and repair work and in the case of events beyond the control of EI Towers.
- EI Towers undertakes to reduce the duration of any disservice to a minimum in order to cause users as little inconvenience as possible.
- Where technically possible, EI Towers will give Customers notice of scheduled interventions entailing complete interruption of the service and indicate the estimated duration of the interruption and how to obtain further information via customer service channels.

1.3 Participation, courtesy and transparency

- EI Towers guarantees Customers' participation in the provision of the Service by informing them clearly and transparently about the Service's coverage, characteristics, prices, the legal, economic and technical procedures involved in providing the Service and the invoicing system. EI Towers undertakes to treat Customers with respect and courtesy and facilitate their exercising of their rights and fulfilment of their obligations in line with the principles of good faith and loyalty.
- Through its Customer Service function, EI Towers verifies the reasons for any incorrect provision of the Service and collaborates with its Customers to settle complaints and improve the Services offered by evaluating and addressing the relative observations and suggestions, and ensuring transparency regarding data involved in processing any complaints and their status.
- EI Towers ensures Customers have access to information regarding them in EI Towers' possession in accordance with current law.

1.4 Efficiency and efficacy

EI Towers pursues the objective of continual improvement in the efficiency and efficacy of the Service by adopting the most appropriate technological, organizational, accounting and procedural solutions to such end.

2. Service quality standards

2.1 Quality of Service indexes

EI Towers carries out constant monitoring and verification of the Service for the purpose of continual improvement of quality standards.

Pursuant to the provisions of the aforementioned Agcom Resolutions nos. 179/03/CSP, 131/06/CSP, 244/08/CSP and 656/14/CSP (and subsequent amendments and additions), EI Towers verifies the indicators that measure the quality of services rendered, objectives pursued and results achieved (the half- and full-year reports required by the Authority) and publishes them annually on its website <https://www.eitowers.it>, in the section on Quality of Service.

Service quality statistics do not take into account delays or malfunctions not attributable to EI Towers.

2.1.1. Pursuant to Agcom Resolutions nos. 131/06/CSP and 244/08/CSP, EI Towers uses the following Quality of Service indicators:

a. Initial connection time: this means the time in calendar days between the day on which the request was recorded and the day on which the Service became effectively available for use by the user who requested the Service.

b. Malfunction rate: this means the ratio between the number of reports of actual malfunctions during the period of observation sent in by Customers and the average number of access lines (measured on a monthly basis) active in the same period.

c. Malfunction repair time: this means the time lapsing between a Customer's reporting of an actual malfunction and its repair.

d. Service response time via operator: this refers to the time lapsing between the network's reception of full addressing information and the moment the human operator answers the user to provide assistance.

e. Protested bills: this is the percentage of invoices protested by Customers (in writing or another form recognized by the operator and traceable) with respect to the total number of invoices issued in the same period.

f. Data transmission speed: this is a measure of the speed of downloading and uploading of predefined test files between a remote site where a customer is located and a server in a 10 second observation period.

g. Data transmission failure rate: this is the percentage of transmissions that are made by Customers (whether upload or download) and are not successfully completed.

h. One-way data transmission delay: this is the time needed to transmit a small amount of data to a destination (a low value for this indicator suggests that the network is capable of responding rapidly to Customers' transmission requests).

i. Packet loss rate: this is the percentage of packets lost during a ping test.

EI Towers monitors at least the first five of the above indicators (*a* to *e*) for its periodical quality reports. Such reports and the annual report on objectives and results achieved in terms of quality of service of fixed Internet access are published in the Quality of Service section of EI Towers' website: <https://www.eitowers.it>.

3. Contractual obligations towards the Customer

- Contracts with Customers adopt the principles and criteria of this Service Charter, which is an integral part of such contracts.
- EI Towers guarantees its Customers clear information about the Service's procedures and legal, economic and technical conditions.
- EI Towers is bound by contract to observe the following Quality of Service parameters: data transmission speed (minimum uploading and downloading band, maximum data transmission delay and packet loss rate specified in the offer as indicated in the contract with the Customer, typically in the Service description section). Should a Customer avail itself of the Quality of Service verification service provided by Agcom via its website www.isurainternet.it, and find that the values of the indicators fail to match the guaranteed values, Customer may within 30 (thirty) days of the date of such verification lodge a detailed complaint by using the appropriate button provided by the aforementioned Agcom verification service, which sends a certificate of the measurement carried out. If the Quality of Service is not restored within the next 30 (thirty) days, the Customer may withdraw from the Service contract at no cost by giving one month's notice communicated via certified e-mail or registered letter (or opt for any offer EI Towers may make of a lower price based on the same technology and in proportion to the quality and characteristics of the connection).
- Regarding invoicing procedures, EI Towers complies with the provisions of law on business-to-business contracts. EI Towers guarantees that invoices will be issued at least 15 days before their due date.

4. Assistance

4.1 Customer Service

- Customer Service provides commercial and technical assistance geared to Customers' operating requirements and enables Customers to easily report any disservice or malfunction or any other matters regarding the substance, procedures or costs of the services rendered ("complaints"), as well as to make enquiries about the services provided and obtain information about the complaints procedures. Customers may apply directly to their commercial contacts or use Customer Service by calling 02 91381025.

4.2 Complaints and reports

- Customers may lodge complaints regarding malfunctioning of the Service, inefficiencies, alleged breach of provisions in their contract or this Service Charter and quality levels with Customer Service, free of charge, in any of the following ways: by writing to certified email address das.eitowers@legalmail.it or ordinary email address mcr.cologno@eitowers.it or the email address of their commercial contact at EI Towers. Complaints made by phone must be confirmed in writing.
- EI Towers will ensure as a minimum that all complaints and reports reaching Customer Service are recorded and traceable. Information on Customers' complaints and reports is therefore kept and processed for the purposes of complaints handling, transparency towards the Customer and management of any litigation.
- The Customer must lodge a complaint with EI Towers within 3 (three) months of the date on which they became aware of the circumstance in question or could with reasonable diligence have become aware thereof. Failing this, the Customer is no longer entitled to any compensation.
- EI Towers undertakes to start processing the report by the end of the next business day, to guarantee as far as possible a rapid and thorough assessment of complaints and to update the Customer, at the latter's request, on what has been found and how long any further processing is expected to take. EI Towers undertakes to settle the Customer's complaint as quickly as possible and in any case within a maximum of 45 business days from lodging the complaint.

EI Towers' response to the Customer following analysis of their complaint will be as follows:

- if the complaint is allowed, EI Towers' communication will specify the procedures to adopt to deal with any irregularities found, if persisting, and, where provided for, to repair the detriment caused. If it is rejected, EI Towers will reply to the Customer's complaint in writing and specify the reasons for such rejection and the assessments made.
- If the Customer is not satisfied with the outcome of the complaint, they may activate, free of charge, the conciliation procedure provided for in the "*Regulation on procedures for settling disputes between Users and Operators of electronic communications*" annexed to Resolution no. 203/18/CONS and subsequent amendments and additions.
- In any case, it should be noted that the disputes covered by said Regulation, as indicated in art. 2, clause 1 of the aforementioned Resolution, may not be brought before the courts until the obligatory attempt at conciliation has been made before the competent local Co.re.Com (regional communications committee) as delegated by the Authority (or before the Authority itself, depending on the case) or extrajudicial dispute settlement bodies, as indicated in the Regulation.

The term for completing the conciliation process is 30 days from the date of filing the claim. Said term having lapsed, the parties may take legal action even if the conciliation process has not been completed.

4.3 Fault reporting procedure

- Although EI Towers adopts all possible technological solutions to minimize the likelihood of problems with the provision of the Service, it undertakes in the event of malfunctioning or irregular functioning of its Infrastructure to intervene as quickly as possible to ascertain and solve the problem. If the line is not available, the Customer must contact Customer Service. Having received the Customer's communication, EI Towers carries out a service continuity diagnosis, checks the configurations and runs a series of tests which may require co-operation from the Customer in the case of Customer-side checks. If such action does not solve the problem, EI Towers will extend its checks to the network infrastructure.
- If the problem is found to be attributable to EI Towers' structure, EI Towers intervenes immediately and informs the Customer to the best of its ability on corrective action timings.
- Assistance is provided free of charge. However, if a problem is found to originate in the Customer's private network or in any case in the structure under its direct control and/or its equipment, EI Towers will ask the administrator of the Customer's local network to disconnect from the network and carry out certain tests using a single station to verify whether the data line is working properly.
- Should it emerge on completion of all the checks that the fault is attributable to the structure of the Network Operator (e.g. Telecom Italia or another operator), EI Towers' Customer Service will request immediate activation of all the procedures provided for in the Operator's troubleshooting protocol, report the disservice to the relevant office and be available to the technical staff to carry out the tests required by the procedure. Once the nature of the disservice has been identified, the Network Operator officially takes charge and EI Towers' technical staff will await a "fault repaired" notice within the term provided for in the contracts between Operators, also regulated, in part, by the provisions of the *Autorità per le Garanzie nelle Comunicazioni* (Authority for Communications Guarantee). EI Towers keeps the Customer updated, as far as it can, on progress with the case. On receiving the "fault repaired" notice, EI Towers contacts the Customer to report the presumed end of the disservice and repeat all the tests. If, on the other hand, the outcome of testing is negative, EI Towers rejects the "fault repaired" notice, thus causing the Network Operator's technical unit to resume its intervention, and once again awaits a "fault repaired" notice. If the Customer does not make said tests possible, the report and the fault are deemed to have been resolved. Once the correct functioning of the line has been ascertained, the fault is definitively closed. The tests must be carried out within 5 hours of the "fault repaired" notice, otherwise any persistence of the disservice will have to be reported to the Network Operator in a new procedure.

5. Refunds and compensation

- When EI Towers allows a complaint, it repays the Customer the amounts which are found to have been wrongly paid. When the charge is caused by a change of operator that is found to have been against the Customer's wishes, the refund must be paid by the operator which was responsible and also includes amounts necessary to restore the pre-existing technical and contractual conditions.
- EI Towers provides for the compensation of its Customers for defaulting on contractual conditions or commitments contained in this Service Charter.
- Compensation is (i) granted following the allowing of the complaint and at the express request of the Customer to be compensated for the detriment suffered, or in certain specific cases (ii) paid automatically (so-called "automatic" compensation) by credit note on the lapsing of 45 days from the report of disservice (or from remedying of same if subsequent to the report for the purpose of calculating the compensation due).
- The compensation provided for hereunder is excluded if the Customer did not notify the operator of the disservice within three months from the date on which it became aware or with reasonable diligence could have become aware of it, without prejudice to its right to repayment of any amounts unduly paid;
- The compensation provided for hereunder is excluded if the Customer used the electronic communication Service in a way that was abnormal or in any case not conforming to the purpose or conditions of the contract stipulated, which is also an illicit use of the connection, if the non-fulfilment or disservice was a result of or in any way connected with such abnormal use.

5.1 Compensation for delay in activating the Service (new line or moved line)

- On receiving a report from a Customer of a delay in the activation of the Service (new line or moved line) with respect to the maximum term contractually provided for, and excepting cases of force majeure, EI Towers undertakes to verify the delay reported by the Customer within 45 days of receipt of the user's notification of the disservice, and if such verification proves positive to automatically credit the Customer a compensation of euro 15.00 for each day of delay for each Service and with no need for a specific request in their report or subsequent to it.
- If the delay in activating a new line or moved line is attributable to the Customer, the aforementioned term for activation is understood to be suspended for as long as the cause preventing activation persists, as in the case, by way of mere example, of the Customer being absent from a planned appointment to carry out the necessary technical inspections or of the Customer's request to postpone the appointment.

5.2 Automatic compensation for undue administrative suspension or discontinuation of the Service

- On receiving a report from a Customer of a disservice consisting in the suspension or discontinuation of the Service for merely administrative (non-technical) reasons, excepting cases of force majeure and as provided for in art. 5.5 below, EI Towers undertakes to verify the reported disservice within 45 days of receipt of the user's notification of the disservice, and if the suspension is found to have been ordered by EI Towers without there being the necessary conditions indicated in the Contract or in breach of the notice provided for, EI Towers undertakes to automatically credit the Customer a compensation of euro 15.00 for each day of suspension of the Service and with no need for a specific request in their report or subsequent to it.

5.3 Method of payment of automatic compensation under art. 5.1 and 5.2

- The amount of automatic compensation indicated in 5.1 and 5.2 above is increased by 1/3 in the case of a UBB service with a transmission speed of over 30 Mega.
- The crediting of the “automatic” compensation provided for in 5.1 and 5.2 above will be by offsetting the amounts in the first useful invoice or as indicated in art. 3, *Autorità per le Garanzie nelle Comunicazioni* Resolution no. 347/18/CONS (e.g. if the amount to pay in compensation is more than the amount of the first useful invoice, the amount in excess will be paid by bank draft to the account indicated by the account holder within 30 days of the issue of the invoice).
- Automatic compensation is only paid if the Customer's complaint is made within the term indicated in art. 4.2 above and it is in any case understood that EI Towers may subsequently request the return of any amounts found to have been unduly paid.

5.4 Compensation on request

On the occurrence of certain cases of non-fulfilment or disservice attributable to EI Towers, excepting those due to force majeure or the fault of the customer, EI Towers undertakes, subject to verification of the Customer's report within 45 days, to allow compensation to a Customer who makes an explicit request for it to Customer Service (at the same time as the complaint or with reference to it if subsequent). Such compensation is not multiplied by the number of phone lines in the Customer's name unless they are located in different physical addresses. Compensation is due as follows:

- a) for disservice in procedures of switching between operators: compensation of euro 1.00 or 1 day's free extension of the Service, at the Customer's choice, for each day of delay;
- b) compensation of euro 1.00 or 1 day's free extension of the Service, at the Customer's choice, for each day subsequent to a complaint about the malfunctioning of the Service consisting in “*complete interruption*” of same for technical reasons attributable to EI Towers;

- c) compensation of euro 1.00 or 1 day's free extension of the Service, at the Customer's choice, for each day subsequent to a complaint about the malfunctioning of the Service consisting in *"irregular or discontinuous provision of Service not entailing complete interruption of same or failure to match the quality standards defined in the Service Charter"* for technical reasons attributable to EI Towers;
- d) in cases of malfunctioning not due to technical reasons attributable to EI Towers, the compensation in b) and c) above is applicable for each day of delay in repairs with respect to the guaranteed times from the Customer's notification of the fault and until its actual repair, provided that said delay is attributable to EI Towers;
- e) compensation of euro 0.50 for each day of activation of the Service not requested subsequent to the complaint;
- f) compensation of euro 0.50 for each day of delay in responding to the complaint; such compensation will be calculated irrespective of the number of lines covered by the customer's complaint and without taking into account any subsequent or reiterated complaints relating to or connected with the same disservice, up to a maximum of euro 50;
- g) in the event of a non-fulfilment for which compensation is not provided, EI Towers reserves the right, having considered the seriousness the case, to allow compensation similar to that outlined above but in this case only up to a maximum of euro 50.00.

5.5 Method of payment of compensation under art. 5.4

In cases where disservice is ascertained, the compensation under art. 5.4 will be paid in the month following that of the disservice. In the case of free-of-charge extension of the Service, the Customer will be informed by means of a communication to such effect or in the next useful invoice).

5.6 Exclusion of compensation

No compensation is due in cases of disservice caused by or in any way connected with use of the Service in a way that was abnormal or in any case not conforming to the purpose or conditions of the Contract, provided EI Towers has not in the meantime failed to detect said abnormal use or having become aware of it has not implemented the contractual remedies for such occurrence.

6. Personal data protection

- EI Towers guarantees the confidentiality of the personal data of all Customers pursuant to legislative decree 196/2003 (“Privacy Code”) and EU regulation 679/2016 (“GDPR”) on the protection of natural persons regarding processing of personal data and the free circulation of such data.
- Use of data is strictly limited to the performance of contractual obligations. To such ends, data may be transferred, also electronically, to other subjects, natural and/or legal persons that provide services necessary for the carrying on of EI Towers’ business in compliance with the restrictions imposed by the European General Data Protection Regulation (EU Regulation 2017/679). The Customer’s traffic data, processed to enable communication, will be erased or rendered anonymous at the end of the communication, except for processing for the purpose of billing and payments between network suppliers in the case of interconnections for 6 months, or retention strictly necessary for litigation (art. 123, Privacy Code), and save for obligatory retention for exclusively legal purposes for 12 months from the date of the communication (art. 132, Privacy Code) or any longer legally required period (e.g. the current 72 months provided for in art. 24, law 167, November 20, 2017). Once rendered anonymous, data may also be processed for statistical purposes.
- Customers may apply to EI Towers, as Data Controller, or the Data Protection Officer appointed by EI Towers pursuant to art. 37, GDPR, at the email address given below to exercise the following rights under art. 15-22, GDPR, and art. 7, Privacy Code: to obtain confirmation of whether or not their data are being held, verify their content, origin and exactness, request their integration, updating, rectification, erasure or anonymization, request data portability and restriction of processing and make applications to the Italian Data Protection Authority (“*Garante per la Protezione dei Dati Personali*”).
- Customers may exercise their rights by writing to email address sgp-eit@eitowers.it.