

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

Art. 1 Object 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 the **Fondazione Ugo Bordoni**, with registered office in Rome, Viale del Policlinico 147 - Codice Fiscale 97201200587, represented by the President and pro tempore legal representative, in delivering to the **Operators** as per art.1, par. 1, lett. c) of the D.P.R. 7th Sep 2010 n°178, published on the Official Gazette n°256 on the 2nd Nov 2010 (hereafter: “the Regulations”), the service concerning the regulation of technical and operational modes for the use of and access to the “**Registro Pubblico delle Opposizioni**” (hereafter: “the Register”) – in accordance with art. 130, par. 3-bis, of the Personal Data Protection Code (hereafter: “the Code”) – by the Operators, pursuant to art. 4, par. 2, letter b) of the Regulations.
- 1.2** The service is delivered by the Fondazione Ugo Bordoni, hereafter called “the Administrator”, under the Service Agreement signed on the 18th of November 2015 with the Ministry of Economic Development – Directorate-General for electronic communication broadcasting and postal services (hereafter: “the Ministry”), pursuant to art. 4 of the Regulations, that appoints the above-mentioned Foundation as “Administrator of the service for the creation and management of the Registro Pubblico delle Opposizioni” for a five-year term.
- 1.3** For the purposes of the present T&C, **Operator** refers to any natural or legal person who – as Data Controller, in accordance with art. 4, par. 1, letter f), of the Code – intends to perform the processing of data as per art. 129, par. 1, of the Code, for the sending of advertising materials, or for direct sale, or for market research, or for commercial communication, performed by means of phone calls; **Subscriber** refers to any natural person, legal person, organization or association that is party to a contract with a public telephone service provider for the utilisation of such service, or that is a user of a prepaid telephone service, and whose telephone number is anyways 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 Service Agreement, as per art.5, par. 3 of such Agreement. These T&C are of general validity and may be changed as required by subsequent laws and/or regulations and/or subsequent judicial measures and/or deeds issued by the relevant authorities.
- 1.5** The present T&C have been transmitted to the Ministry beforehand. Any modification, change and integration of the T&C – when required by subsequent laws and/or regulations and/or subsequent judicial measures and/or deeds issued by the relevant authorities and/or technical/administrative needs relating to the Service – will be equally transmitted to the Ministry beforehand, 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 the Subscribers’ personal data, for the purposes mentioned in art. 7, par. 4, letter b) of the Code, regardless of them being included 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 anyways in accordance with art.7, par. 3 of the Regulations.

1.7 The applicable T&C are always those in force when the 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 the Subscribers listed in a public telephone directory for the purposes mentioned in art. 7, par. 4, letter b) of the Code, shall submit to the Administrator an **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.
- 2.2 It is 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 of the Administrator.
- 2.3 The Administrator examines the received documentation and provides the Operator with: the present T&C, the registration form previously filled in by the Operator and the invoice showing the amount selected by the Operator (depending on the desired package of subscribers’ telephone numbers to be verified and/or updated) during the application submission.
- 2.4 The Operator sends the registration form and the proof of payment stating transaction reference (CRO) and value date of the payment. This documentation shall be sent by certified mail with return receipt requested in case of a printed document (signed by handwritten signature), or by Certified Email in case of a digital document (signed by digital signature with legal validity).
- 2.5 The contract is considered as executed when the Administrator receives the documentation described in section 2.3, as per 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 In order to communicate with the Administrator, each Operator must be provided with an email address and an internet access. Furthermore, each Operator must own a web client digital certificate or a Certified Email.
- 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 15 days from the delivery of the application together with the required documentation as per art. 2, the Administrator:
- provides the Operator with **authentication credentials** and **authorization profiles**, necessary to access the “Operator” profile data and to update them (art. 5 of the Regulations), as well as to update the lists (art. 8 of the Regulations). According to the choice made by the Operator, the above-mentioned credentials include a *login*, a *password* and a web client digital certificate (issued by an external certificate authority) or a certified email and a certificate of digital signature with legal validity.
 - publishes identification data and contact details of the Operator on the relevant list published on www.registrodelleopposizioni.it.
- 3.4 The primary authentication credentials for every user in charge of interacting with the system (appointed by the application signatory) are created during the application submission procedure and the elements of the password are communicated through different channels to minimise the risk of the password being compromised. After the first access, every user will be able to change their password using the functionality available in the secure area, and will always be able to

change the password using the procedure in place. Since the email address, both traditional or certified, is 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 a 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 would gain knowledge of, including theft or loss.

3.5 The Operator is allowed to consult the Register for 15 days, starting from the moment when the Operator receives by certified email the verified and/or updated list, or when such list is published in the Operator’s restricted area on the website www.registrodelleopposizioni.it.

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 not allowed to receive personal data contained in the Register itself, the access procedure is carried out through computerized systems as follows: the Operator sends to the Administrator one or more telephone numbers lists and these are updated, upon comparison 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 employing the following procedure.

a) those Operators who chose to use the web method, send the request by transmitting the list from the restricted area on www.registrodelleopposizioni.it using a connection authenticated by digital certificates and protected through the cryptographic algorithm HTTPS (HTTPS on TLS/SSL). The lists update progress will be confirmed by email, stating the request receipt date and availability of the reply. The updated list will be available in the restricted area of the website www.registrodelleopposizioni.it for 15 days only, where the Operator can consult it using a connection authenticated by digital certificates and protected through the cryptographic algorithm HTTPS (HTTPS on TLS/SSL).

b) those Operators who chose to use the Certified Email and digital signature with legal validity, send a digitally signed request with a single attachment containing a single list to be updated, by their own certified email – previously recorded at the time of the application submission.

The Administrator prepares and sends by certified email a reply containing the verified and/or updated list, digitally signed, as an attachment. In order to avoid any inconvenience caused by any malfunction of the certified email (due to the providers), the Administrator is provided with two certified emails.

3.7 If the request cannot be fulfilled, the Operator receives a notification stating the detected problem.

3.8 The lists to be verified and/or updated, when in electronic format, must be created in accordance with the requirements described in the Operator’s area on the website www.registrodelleopposizioni.it.

3.9 A single list to be verified and/or updated must contain at least one telephone number and no more than 1,000,000 (a million) telephone numbers.

3.10 Each Operator can submit up to a maximum of 5 lists to be updated every day. It is possible to request a greater number of lists to be updated in the same day, as long as each of the first 5

requests contains not less than 900,000 telephone numbers and it is necessary for the operator 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 evenly fixed 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 subscribers’ telephone numbers that can be sent to the Administrator for update no later than the 31st of December 2017. The Operator can request to verify the telephone numbers in several sessions, in any case no later than the 31st of December 2017, until the whole package of telephone numbers has been used. The Administrator proceeds with the update of the lists, as per request of the Operator, only upon payment of the corresponding fee for the desired package of subscribers’ telephone numbers.
- 4.3** The Operator, given prior notice to the Administrator with the method described in art. 2 of the present T&C, can choose to pay the fixed fee as per section 4.2 in two equal instalments, to be paid out 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 subscribers’ telephone numbers to be verified and/or updated by the Administrator. In the event of non-payment of the 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 declares the remaining quantity of telephone numbers against the package initially purchased by the Operator, so that such Operator is in condition to calculate the future needs and if necessary to buy a further package of subscribers’ telephone numbers.
- 4.5** If the Operator requests the verification/update of more telephone numbers than the ones remaining in the balance (the numbers the Operator has already paid for), the verification and/or update operation is interrupted and the Operator receives a notification of this, together with an indication of the remaining balance in terms of telephone numbers.
- 4.6** If the Operator intends to purchase a new package of subscribers’ telephone numbers for verification and/or update, this can be done even before the remaining balance has been spent in full, following the procedure published on the website of the Administrator: www.registrodelleopposizioni.it. The Administrator, upon request, 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 proof of payment of the invoice, stating transaction reference (CRO) and value date of the payment.
- 4.8** The Ministry can readjust the fees in accordance with art. 6, par. 1, of the Regulations. In the event that the above-mentioned fees are readjusted after the execution of the contract between the Administrator and the Operator, such new fees will be applied to all new invoicing starting from the working day after the readjustment.

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 any of these cases, the Operator has no right to obtain a refund, not even a partial one, of the costs and/or the payments made, on whatever basis, to the Administrator, and the validity of the registration expires, therefore 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, subject to the power of the non-defaulting party to request the termination.

For example, the present contract will be terminated ipso jure as per art. 1456 of the Civil Code, if the Operator does not fulfil the following obligations:

- 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 subsequently to the Administrator verification;
- 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 per art. 6 of the Regulations;
- d) to guarantee that the 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 join the Register in order to avoid further contacts, pursuant to art. 10 of the Regulations;
- e) or if the Operator violates the ban to cede 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 subsequently to the Administrator verification; b) to adapt the technological facilities used to interact with the Register to the technological standards fixed 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 per art. 6 of the Regulations; e) to guarantee that the 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 join the Register in order to avoid further contacts, pursuant to art. 10 of the Regulations.
- 6.2** Furthermore, the Operator agrees to guarantee the caller identification pursuant to art. 9 of the Regulations, even when the contacts with the Subscribers are managed by third parties on behalf of the Operator. In such case, it is the Operator’s responsibility to bind the third party not to hide the caller identification.

- 6.3** The Operator guarantees to use public telephone directories that have been collected, organized and ceded in full compliance with the personal data protection law and with other applicable laws and/or regulations.
- 6.4** It is strictly forbidden to cede 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. 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 lists 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 guarantees that the service is delivered in such a way as to ensure security, confidentiality, reliability, continuity and efficiency. Furthermore, the Administrator agrees to update, when necessary, the technological solutions previously agreed with the Operators and to promptly communicate them any variation.

Art. 8 Disclaimer

- 8.1** With regard to the processing of the Subscribers’ data for the purposes described in art. 7, par. 4, of the Code, in no event the Administrator shall 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 listed 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, riot, war, epidemic, strike, 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) deficiency and/or malfunction of the Service caused by a wrong use of such Service by the Operator, or caused by a 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 commit themselves 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 of the Administrator: www.registrodelleopposizioni.it. The Data Controller is the Ministry of Economic Development – Directorate-General for electronic communication broadcasting and postal services, located in Rome, Viale America no. 201; the external data processor is the Fondazione Ugo Bordononi, represented by the President and pro tempore legal representative, located in Rome, Viale del Policlinico no. 147.

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.

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