

Terms of Service of the PhoneAll prepaid Telephone Card

1 Introduction

Intermatica S.p.A., with head office in 00195 Rome (RM), Via Montello n° 30, Rome Register of Companies number, tax code and VAT number 05389281006, REA Roma n° 889671 (hereinafter: ITM) is the holder of an Individual Licence for the provision of telephone services issued by the Ministry for Economic Development. ITM produces and markets the prepaid telephone card called PhoneAll for the service of national and international calls by offering access, via toll free or geographic numbers, to the Intermatica platform and by inserting the PIN code that is on the PhoneAll receipt.

2 Definitions

Besides the terms defined in the premise and elsewhere in these Terms of Service, the definitions listed in the following shall apply:

☐ Cliente: è colui che acquista la Carta PhoneAll;

- Customer: the person who purchases a PhoneAll Card;
- PhoneAll: is a prepaid telephone card produced and marketed by ITM through the Puntolis distribution network;
- PIN code: code providing access to the ITM platform associated with the prepaid telephone traffic;
- Telephone credit: initial or residual credit, after first use, providing access to the telephone services delivered by ITM.

3 Scope

The introduction and the definitions are an integral and essential part of the Terms of Service.

The Terms of Service regulate the purchase and use of the PhoneAll Card. The purchase of the Card by the Customer is valid, for all intents and purposes, as express acceptance of the Terms of Service published on the web site www.phoneall.it (hereinafter the Site), in accordance with Article 1341 of the Civil Code. The Customer is invited to print and/or memorize the Terms of Service .

ITM reserves the power to change the Terms of Service and such changes shall be published on the Site and shall be effective for the contracts entered into after the publishing date.

4 How to use the PhoneAll Card

In order to use the telephone credit the Customer shall:

- a) Enter the access or local number indicated on the receipt

Access from:

- 1) - 800.580.200 for calls from fixed or mobile phone or from a telephone booth;
 - 02/89720 for all operators at the cost of a national call (the cost depends on the Operator). For single rate subscribers the call is free;
- b) Enter the secret code (PIN Code) that is on the receipt;
 - c) Call the desired number including the prefix.

The PhoneAll card is valid for 90 days from the first call. The rate is per minute without connection charges.

5 Prices and payment

The prices of the telephone services are published on the Site and those indicated at the time of use are applied therefore price variations introduced later or prices offered previously shall not apply.

The amount to be paid, including VAT, shall be charged to the Customer at the end of the call by writing off the cost of the call from the prepaid telephone credit existing on the PhoneAll card identified by the Customer when he/she entered the PIN Code. The financial balance is expressly wanted by the Customer.

ITM shall in no case be responsible for the wrong of fraudulent use of the PIN Code.

The services come under the notion of “telecommunications services” as per Article 1 of DM 366/00 and, as a consequence, the VAT is paid by ITM at the origin according to the single-phase regime regulated by Article 74, letter d) of DPR 633/72.

6 Guarantee and liability

ITM guarantees the full functionality of its equipment and services 24 hours out of 24. However, ITM shall not be liable and shall not be expected to reimburse or compensate or pay for any anomalies due to force majeure or to third parties or due to the need for maintenance of the equipment or due to interrelated third parties, or due to the negligent behaviour of the Customer or of third parties.

ITM shall inform the Customer, by communication on the web site www.phoneall.it, 24 hours ahead of the service interruptions that are necessary and that are required for programming or maintenance reasons, whenever such interruptions are technically predictable. There is no reimbursement or compensation in these cases.

ITM may be called upon to reimburse or compensate only in the case of malice or severe negligence. The Customer shall not use the Card *contra legem*.

For information or technical problems, ITM makes available the PhoneAll Customer Service at info@phoneall.it or by calling 06 210121 from Mondays to Fridays from 09.00 to 13.00 and from 14.00 to 18.00 (the rates of the call are indicated in the FAQ on the Site).

7 Exclusion of the right of withdrawal

In accordance with Legislative Decree 206/05, the right of withdrawal is excluded for the services purchased with the PhoneAll Card in that they come under the delivery of telephone and telematics services.

8 Privacy

In pursuance of the law that provides for the protection of people and of other entities with regard to the processing of personal details, the data provided by the Customer may be processed, either directly or also through third parties, in order to comply with the obligations laid down by law, by a Community regulation or provision and, in particular, to comply with all contract obligations.

The Customer's personal data shall be processed using paper or IT and/or telematics media also by third parties that need to know such personal data in order to carry out the activities of our Company; in any case, processing shall occur by using modalities that ensure security and confidentiality.

The person in charge of personal data processing is the *pro tempore* legal representative of ITM.

With regard to the processing of the Customer's personal data, he/she may exercise the rights envisaged by the law.

All the information and the possibility of giving consent to the processing of one's personal data is available on the Site.

9 Applicable Law

Any dispute arising from the use of the PhoneAll Card and from these Terms of Service, including those on its validity, interpretations, execution and settlement, shall come under the exclusive competence of the Court of Rome, also for any action related to the guarantee and to the claim for damages.