GENERAL SUBSCRIPTION CONDITIONS

Article 1
Purpose
1. These general conditions govern the supply of the telephony service to Customer (henceforth the “Service”) in the respect of the principle of non-discrimination and save for different specific agreements.
2. Telecom Italia and the Customer shall comply with all the provisions of the law and regulations, as well as the technical provisions regulating the area of internal and supplementary plant and plant forming accessories to the Service. Telecom Italia shall notify the Customer, with suitable promptness and procedures, all the relevant information on the Service and the economic conditions in force.
3. Telecommunications organisations other than Telecom Italia can request subscription to the Service only for their own communications requirements in premises directly and exclusively at their disposal, with uses under any other title being expressly prohibited.

Article 2
Implementation and duration of the subscription
1. The contract is implemented, save for specific cases, with the activation of the Service following the request by the Customer.
2. The subscription shall have an unspecified duration starting from the date of activation of the Service. The payment of the subscription fee to the Service shall start from the day of its activation.
3. Contracts with fixed duration can be stipulated for fairs, exhibitions, shows, congresses, sports events or for the requirements of information media and other requirements of public interest and/or collective interest. In these cases, the Customer shall be required to pay the amount set forth in the specific economic conditions.

Article 3
Withdrawal
1. The Customer is entitled to withdraw from the subscription at any time, sending written notification to Telecom Italia, by registered letter with return receipt, to be sent at least 15 days before the date of the withdrawal, indicated by the Customer. The Customer shall in any case pay the tariff for the Service utilise and the fee for the last month of use of the Service.
2. Should the Customer withdraw from the subscription during the first year of the contract duration, they shall be required to pay the amount indicated in the economic conditions for the costs incurred by Telecom Italia for the deactivation procedures.
3. The Customer, in compliance with the regulations on remote contracts and contracts negotiated outside of commercial premises, may also exercise the right of withdrawal with the forms and procedures set forth in Art. 64 and following of Legislative Decree. 206/2005 (Consumer Code), within the term of 10 working days from the activation of the Service, with written notification to Telecom Italia by registered letter with return receipt to be sent to the address to be indicated by the Customer Service.

Article 4
Activation of the Service - Contribution for plant
1. The Service is activated by Telecom Italia within 10 days from the Customer request, save for cases that are technically exceptional, or within times agreed with the Customer, giving priority to certified cases of disabled persons.
Telecom Italia shall, at the time of the request, and where technically possible, indicate the date of appointment, also when agreed with the Customer, for the intervention of the technician at the location of the plant.
2. Should, in cases that are technically exceptional and for causes not attributable to Telecom Italia, it not prove possible to respect the terms agreed or the date of appointment already indicated, Telecom Italia shall in any case indicate the planned date for the activation of the service also by changing of the data of the appointment already indicated, agreeing times and activation procedures with the Customer.
The dates may be also confirmed or changed by Telecom Italia by an SMS message. In these cases, the charge for activation will not be requested before 30 days previous to the date set for the activation.

3. Should due to causes attributable to Telecom Italia the Service be activated late with respect to the time set, the Customer shall be entitled to the indemnities set forth in Article 26 below, and will be able to request higher damages incurred, as set forth in the Civil Code, although Telecom Italia will in no case be liable for delays attributable to force majeur or events (such as by way of example and not exclusively, failure/delay in the issue of authorizations for excavation, authorisations etc.) non directly attributable to Telecom Italia.

4. The failure to pay the bill by the Customer in which the contribution for plant is charged shall, after 30 days from the expiry, be a cause for the termination of the contract pursuant to Art. 1456 of the Civil Code, leading at the same time to the cessation of the supply of the Service. Telecom Italia likewise reserve the right to suspend the Service after 5 days from the aforesaid expiry date have elapsed without payment.

Article 5

New activation of the Service in the case of Customers with late payment due

In the case a new request for subscription by a Customer that owes payment, Telecom Italia may subordinate the completion of the new subscription to the payment of the amounts left unpaid.

Article 6

Changes in network technology

1. Telecom Italia may modify network technology, following technical progress, agreeing in any case, when this involves modifications to the procedures for use by the Customer, to notify Customer at least 90 calendar days in advance.

2. The Customer can utilise the services available at the centre having jurisdiction, at the established economic conditions, and as long as they adapt the facilities they may own to the network.

Article 7

Breakdown reporting - Repairs

1. Telecom Italia provides breakdown reporting telephone service operating free of charge 24 hours a day.

2. Telecom Italia agrees to repair any problems on the network and/or the Service within the second day after the day of reporting. When one of the two days after reporting is a holiday (Sunday or annual holiday) the breakdown will be repaired within the third day after reporting. Should both the days after reporting the breakdown be holidays, it will be repaired within the fourth day after reporting. Exceptions may be made for breakdowns involving particular complexity which will be repaired promptly.

2-bis. For sole purposes of monitoring the respect of the quality targets of the Universal Service, within the second day after reporting means within 60 hours from reporting, within the third day means within 78 hours from reporting, within the fourth day means within 96 hours from reporting.

3. Should due to causes attributable to Telecom Italia the repair be conducted with a delay with respect to the times established, the Customer shall be entitled to the indemnities set forth in Article 26 below, and will be able to request any greater damage incurred, as set forth in the Civil Code, although Telecom Italia will in no case be liable for delays attributable to force majeur or events not attributable to Telecom Italia.

4. The repair service is free of charge for all breakdowns not attributable directly or indirectly to the Customer.

5. The Customer is responsible for all effects, also towards third parties, for the correct functioning of the equipment connected to the network, the electric plant and the relative grounding device. The Customer is required to use only approved equipment on its line. The Customer will be responsible for any improper use.

Article 8

Activities necessary for connection to the network

1. The Customer is required to allow Telecom Italia, free of charge, access to and crossing of, also underground, in the premises owned by it for everything required for making connections to the network and to ensure network functioning.
2. The subscription may not be completed if the applicant fails to allow the aforesaid access and/or crossing.

3. Should the connection to the network be prevented by third parties that do not allow the crossing and/or access to their property, Telecom Italia shall not be liable for delays or for the revocation of the request for connection.

Article 9
Approval
1. The equipment of the Customer connected to the Terminal Point of the network must have the required approval or authorisations set forth by European regulations in force.

2. In case of failure to respect the aforesaid norm, the Customer, besides being subject to the sanctions provided for by the regulations in force, shall be in any case be required to pay for the traffic due to this equipment, as well as the payment of damages that may have been caused.

Article 10
Use of Telecom Italia plant and infrastructures
1. The Customer is prohibited from opening, dismounting or tampering with plant and/or operating on any title on the network, as well as calling third parties to make repairs or tampering for any purpose.

2. Should the Customer fail to respect these obligations, save for the remedies of the law, Telecom Italia may proceed, after suspension of the Service, with the termination of the contract with the procedures stated in Article 20 below, and request the payment of any damages incurred.

Article 11
Technical controls
1. In order to may any controls on the plant and equipment connected to the network, the Customer must allow access to its premises by personnel sent by Telecom Italia, having agreed with the Telecom Italia offices on the date and time of the intervention. The personnel will be supplied with the relative identification card.

2. In case of refusal by the Customer, Telecom Italia may, after written notice, suspend the supply of the Service until the Customer allows access to its premises to ensure the proper functioning of the network.

Article 12
Use of the Service by third parties
1. The Customer can allow others to utilise the Service but may not request an amount greater than that which the Customer would have to pay to Telecom Italia in relation to applicable economic conditions.

2. The subscription cannot be transferred by the Customer, save for cases of contract transfer expressly authorised by Telecom Italia.

Article 13
Improper use of the Service
1. The Customer may undertake from their own Terminal Point, or allow others to undertake, any communications or activities which cause disturbance or violate the laws in force.

2. The Customer may not use the Service in such a way as to create disturbance to third parties or malfunctioning of the network.

3. Telecom Italia is entitled to immediately suspend the supply of the Service, without advance notice, should the Customer make the improper use indicated in the previous paragraphs, making, if appropriate, suitable notifications to the authorities having jurisdiction.

4. The Customer can request subscription to telephone service only for its own communication requirements and for premises directly available to it, with uses under other titles being prohibited.

Article 14
Charges for the Service and procedures of payment
1. The Customer is required to pay to Telecom Italia the following, for the services set forth in these general conditions:
- A once-off charge for the activation of the Service;
- A monthly subscription fee;
- An amount for the traffic and services utilised.

2. VAT and any other charges required by law are added to the total of the amounts charged in the bill.

3. The charges, fees and amounts for the services utilised, as well as the maintenance costs, are publicised by Telecom Italia and directly available to the customers through the following channels: telephone numbers 187 and 191, website www.187.it and website www.191.it.

4. The Customer is required to pay the bill within the expiry date indicated therein, and according to the procedures set forth in this Article.

5. The fees for subscription to the Service are payable in advance with respect to the use of the Service; the payment for the traffic including the amount charged on answering, save for other specific offers, and the services utilised after payment. Traffic consumption is monitored by suitable exchange equipment on the basis of the time of utilisation. For some types of services Telecom Italia can monitor consumption on the basis of the readings detected by the exchange meters.

6. Telecom Italia sends the telephone bill to Customers every two months, within 15 days from expiry date of the payments. Any changes in the billing cycle will be notified well in advance to the Customer, while the Customer shall be entitled to withdraw from the contract pursuant to Article 3 above. The postal expenses for sending the bill are charged to the Customer. Telecom Italia can change the periods of billing for commercial requirements or in case of high levels of consumption.

7. Telecom Italia, upon request by the Customer and in compliance with the provisions of the Code regarding the protection of personal data (Legislative Decree 196/2003), supplies free of charge the documentation of all telephone communications made by the Customer, with the last three digits masked, on the basis its internal detection system. In case of reiterated complaints Telecom Italia shall, if requested to do so by the Customer pursuant to norms in force on privacy, provide the detailed documentation of the traffic recorded with complete visibility of one or more outgoing numbers involved in the complaint.

Telecom Italia likewise makes available to customers, at applicable economic conditions, an automatic information service on the traffic recorded.

8. Telecom Italia will send to the Customer the bills and/or notifications to the postal address indicated by the Customer. The Customer with electronic mail services activated may receive from Telecom Italia, at the electronic address indicated by the Customer, the specific notifications of the availability of the documentation stated in paragraph 9 below, also, or exclusively, for the Customer utilising the free of charge service “Conto on Line”, via internet.

The Customer can modify the procedures of consultation/receipt at any time, opting for one of the two forms (written or via internet).

All the bills and/or communications sent via electronic and printed means shall be deemed as having arrived after 15 days have elapsed from the date of sending, save for proof to the contrary supplied by the Customer.

9. Telecom Italia makes available to the Customer the bills and/or communications, as well as the detailed documentation of the traffic requested by the Customer, also on its own internet websites with specific reserved access, and the Customer can, in any time, request the modification of the procedures of consultation/receipt, opting for one of the two forms (written or via internet).

**Article 15**

**Changes of the contract conditions for providing the Service**

1. Telecom Italia informs the Customer, with advance notice of not less than 1 month, of any change in the existing contract conditions, by written notification and/or suitable information. In any case the Customer may obtain detailed information through the Customer Service.

2. Modifications of contract conditions will be automatically applied if these are advantageous for the Customer. The Customer is in any case entitled to withdraw from the contract, without penalties, at the time of the notification of proposed changes to contract conditions.

**Article 16**

**Guarantee instruments**

1. At the time of the request of activation of the subscription, the Customer can request the charging of bills on its own postal or banking current account or credit card, or agree with Telecom Italia on the providing of other suitable guarantee instruments. Failing this, the Customer shall pay in advance, upon request by Telecom Italia, an amount corresponding to the presumable amount of the
conversations to be made in a two-month period. For every new subscription for private homes, this amount will be equivalent to 10% of the activation charge. For the other contracts the amount of the advance will be agreed with the Customer on the basis of the type of activities undertaken, and in any case this amount will be set in at a minimum level equivalent to the activation charge.

2. The conversation advance is charged with the first bill for traffic immediately after activation. The failure to provide guarantee instruments shall be a condition for terminating the subscription, pursuant to Art. 1456 of the Civil Code.

3. The amount paid as conversation advance is not a deposit and will be returned to the Customer 90 days after the cessation of the subscription, in compliance with Art. 1851 of the Civil Code, with the consequent right for Telecom Italia to make compensation for any amounts owed by the Customer.

4. The conversation advance is generally returned as compensation in the last bill to be sent within 90 days from the cessation of the contract. Should the amount available on the last bill not be sufficient, the remaining amount will be returned subsequently with the addition of legal interest calculated from the expiry date of the last bill.

5. The Customer that has paid the conversation advance shall at all times be entitled to request the charging of bills on its own postal or banking current account or credit card, or agree with Telecom Italia on the providing of other suitable guarantee instruments. In this case it shall be entitled to the return of the conversation advance in compliance with Art. 1851 of the Civil Code, by crediting to the bills immediately following.

Article 17

Complaints regarding amounts charged in the bill

1. Complaints regarding amounts charged in the bill shall be sent to the address indicated in the Telecom Italia bill within the terms of expiry of the disputed bill. Exceptions are cases of delay in the delivery of the bill validly advanced by the Customer.

2. In case of complaint the Customer will in any case be required to pay, within the expiry date of the bill, all the amounts not included in the complaint for the bill concerned.

3. The outcome of the complaint is notified to the Customer in writing within 30 calendar days from the time when the complaint has arrived.

4. When the Customer fails to pay within the expiry date indicated in the bill the charges concerned in the complaint, Telecom Italia will, up to notification to the Customer of the outcome of the complaint, suspend the application of the provisions of articles 18 and 19 concerning, respectively, the penalties and suspension of the services for late payment. Should the complaint not be accepted, the Customer is in any case required to pay the aforesaid indemnity calculated from the expiry date indicated in the bill.

5. In case of a complaint about fraud involving the undue use by third parties with connection to the network made outside of the premises where the user terminal is located, the payments on the claimed fraudulent traffic in the complaint shall be suspended up to the definition of the of complaint procedure described in this paragraph or up to the definition of the attempt at reconciliation, as set forth in articles 4 and 5 of Resolution 173/07/CONS. The suspended payments will be charged to Customer if no tampering in the network connection has been ascertained. If the complaint is found to be justified, also in the case of ascertained fraud, and all the amounts charged in the Telecom Italia bill have been paid, Telecom Italia will return the aforesaid amounts inclusive of legal interest for the period between the making of payment and the date of the reimbursement.

6. Should the complaint not be accepted, and, after the conclusion of the eventual reconciliation procedure with Consumer Associations, the Customer has not yet paid, the disputed amount shall be paid within the date notified by Telecom Italia in the letter for the definition of the complaint and/or for reconciliation. The amount payable as indemnity is calculated starting from the expiry date of the disputed bill, and will be charged on a subsequent bill.

7. Should the complaint prove justified, Telecom Italia will return any amounts paid by the Customer, eventually compensating the subsequent bill and reimbursing to the Customer the legal interest for the period between the making of the payment and the date of the reimbursement.

Article 18

Late payment charges

1. In case of late payment of the amounts charged in the bill with respect to the expiry date indicated, the Customer must pay to Telecom Italia a late payment charge by way of penalty, equivalent to:
- 2% of the amount indicated in the bill and still unpaid if the payment is made from the 1st to the 15th calendar day after the expiry date;
- 4% of the amount indicated in the bill and still unpaid if the payment is made from the 16th to the 30th calendar day after the expiry date;
- 6% of the amount indicated in the bill and still unpaid if the payment is made after the 30th calendar day after the expiry date; the application of the aforesaid indemnity of 6% will be made up to contract termination.

2. The late payment charge stated in the previous paragraph is not applied should the Customer have paid the previous six bills within their respective expiry date and pays the subsequent bill within the 30th calendar day after the expiry date. If the delay continues after the 30th day, the late payment charge will be 6% of the amount indicated in the bill still unpaid.

3. The charge stated in paragraph 1 will be made by Telecom Italia in the first applicable bill after the payment of the bill that is wholly or partially unpaid. In the case of contract termination the charge will be made with the bill issued subsequently to the notification of termination sent to the Customer.

4. While the application of the penalties in this Article remains valid, in order to ensure the full compliance with the obligations undertaken with Telecom Italia, the Customer having more than one contract hereby authorises Telecom Italia to recover the unpaid amounts from other subscriptions regarding the services governed by these general conditions.

Article 19
Suspension for late payment
1. Save for other cases of suspension of the Service and provisions for the late payment charge, Telecom Italia, after notification also made by phone, may suspend the Service to the Customer that has not paid the bill within the expiry date stated therein in accordance with the provisions in the following paragraphs.

2. For the Customer with at least one contract active for over three years, that has paid within the respective expiry dates the bills of the last year and the late payment of a subsequent bill, Telecom Italia will notify the failure to receive payment inserting a message on the bill for the subsequent two-month period. Once 7 days have elapsed without payment from the expiry of the bill showing the message as in the previous paragraph, Telecom Italia will notify to the Customer that the Service may be suspended should, within and no later then 7 days from the notification, the unpaid bill not being paid.

3. For the Customer that has signed one or more contracts for less than three years and that has paid within the respective expiry dates the bills of the last year and late payment of a subsequent bill, Telecom Italia will notify the failure to receive the payment and the possible suspension of the Service, inserting a message on the bill for the subsequent two-month period. Once 7 days have elapsed without payment from the expiry of the bill showing the message as in the previous paragraph, the Service may be suspended.

4. For the Customer that has not paid within the respective expiry dates at least one of the bills of the last year and late payment of a subsequent bill, Telecom Italia reserves the right, after 15 days from the expiry date of the bill, to notify in advance that the Service will be suspended after 10 days from the notification of the reminder have elapsed. Failing a specific reminder notification, Telecom Italia will notify the Customer of failure to receive the payment by inserting a message on bill for the two-month period. After the expiry date of the bill showing the aforesaid message, the Service may be suspended.

5. In the case of a Customer for which the Service has been suspended during the last year, Telecom Italia will suspend the Service, after notification, from the fifth day after the expiry date indicated on the unpaid bill.

6. The Customer, though being in the situations in paragraph 4 or 5, that has paid the bills of the subsequent year within the terms of expiry, Telecom Italia will again apply the rules stated in paragraph 2 or 3.

7. The suspension of the Service when the Customer has more than one contract shall be applied to all the services charged jointly in the bill.

8. In order to restore the service that has been suspended before the subscription is terminated, the Customer is required to pay to Telecom Italia the amount due for any title, reason or cause. The Service will be reactivated within two working days after the notification of the payment of the amount owed and after ascertainment by Telecom Italia. In any case, the Customer will be able to use the emergency numbers as set forth in Article 31.
Article 20  
**Contract termination**  
After 15 days have elapsed from the date of suspension of the Service, whatever the cause, Telecom Italia can automatically terminate the subscription, giving the Customer advance notice by registered letter with return receipt of at least 10 days from the date of receipt of the same.  
Telecom Italia reserves the right to transfer to third party companies any amounts still owed to it at the time of the termination of the contract, in compliance with the provisions set forth in Art. 1264 of the Civil Code.

Article 21  
**Procedures for agreement with creditors**  
The subscription is conditioned with regard to termination pursuant to Art. 1353 and 1360, second paragraph of the Civil Code if the Customer is subjected to any procedure for agreement with creditors set forth in Royal Decree 16 March 1942, N. 267, as amended by Legislative Decree 9 January 2006, N. 5 and subsequent amendments and additions and Legislative Decree 8 July 1999, N. 270 and subsequent amendments and additions. In these cases, Telecom Italia will notify the Customer that it may avail itself of the right to terminate the subscription, giving advance notice by registered letter with return receipt.

Article 22  
**Change of number**  
1. Telecom Italia may, for technical reasons, change the telephone number assigned to the Customer, giving the latter at least 90 calendar days of advance notice in writing.  
2. In this case Telecom Italia agrees to supply information free of charge for the Customer regarding the change of the number, for a period of 45 calendar days from the date of changing the number. The period of free message is extended for a period of another 15 days if the request of change of number falls within the period between 1 July al 31 August. The provisions of confidentiality stated in Article 23 shall be respected.  
3. If Telecom Italia makes the change of number without complying with the above, the Customer shall be entitled to the indemnities set forth in Article 26 below, and will be able to request any greater damages incurred, as set forth in the Civil Code.  
4. Upon request by the Customer, the information service for the change of number may be extended, by payment, for the maximum period of the subsequent 4-month period.  
5. The Customer can request Telecom Italia to provide the message of change of number in a language other than Italian. This service is provided as far as compatible with the technical resources available and is by payment except in the cases set forth by law.  
6. The Customer can request Telecom Italia to change its number. Priority will be given to requests originating from molesting for which complaint has been made to the judiciary authorities.  
7. The change of number takes place without any expenses for the Customer only in the case of difficulty caused by Telecom Italia assignment of numbers free for a short time only.  
8. The service stated in the previous paragraph is provided as far as compatible with the technical resources available, and is by payment according to the economic conditions in force. The date of change of the number will be promptly notified.  
9. In assigning numbers to customers, Telecom Italia utilised criteria taking into account the ones free form the longest time.

Article 23  
**Telephone directory of the corresponding geographical area**  
1. The Customer, after giving consent, is inserted free of charge in the telephone directory for the telephone service of the corresponding geographical area, with the indications provided by the Customer when requesting the Service.  
2. The Customer can request free of charge not to be included in the telephone directory, have its address partially omitted and, if feasible from the linguistic point of view, not to be indicated by a reference indicating gender.  
3. The Customer is likewise entitled, upon request, for its personal data not to be utilised for the sending of advertising material.
4. Telecom Italia updates the telephone directory of the corresponding geographical area on an annual basis and makes it available to the Customer, having it delivered to the place where the telephone equipment is located, charging in the bill the delivery expenses only. Nothing is owed to the personnel appointed to deliver the telephone directories.

5. In any case, also in relation to the provisions of Article 33 below, the conditions set forth in this Article will be promptly adjusted to regulations that might be enacted for the protection of personal data and the confidentiality of communications.

Article 24
Subscription transfer
1. The transfer of the real or legal person, enterprise, body or association holding the subscription is subject to the payment of the transfer charge. The transfer charge is not due in cases of succession, universal or particular, or when the transfer takes place between persons cohabiting in the same family.

2. The transfer charge is likewise not due in cases of the change of the name, company name or of change of the owner of an enterprise.

3. The transferee, as the party acquiring of the subscription contract, assumes the same legal position as the previous holder, acquiring all the credit items and accepting all the debt items deriving from the contract relationship, including any debts regarding services already supplied.

Article 24-bis
Transfer for alternative operators
Requests for transfer submitted by an alternative operator depend on compliance by the alternative operator with the conditions indicated below, which the alternative operator shall notify to Telecom Italia:
- Declaration of authorisation of transfer with the original of the Customer, certifying the truthfulness of the statement by the alternative operator;
- The availability, by rental or ownership, of the premises where the line is located;
- Ownership of the equipment attached to the line where the transfer will come into operation;
- The use of the transferred line exclusively for its own instrumental requirements and/or those of their personnel.

The same conditions must be respected by the alternative operator also in case of requests for the activation of the Service, as set forth in Article 1, paragraph 3 of these general conditions.

Article 25
Moving
1. The Customer that intends to move its telephone line must notify Telecom Italia, which will undertake the move within 10 days from the request by the Customer save for cases of technical difficulty, or in the time agreed with the Customer, maintaining the same number where technically possible. At the time of the request Telecom Italia indicates the date of the appointment, also when agreed with the Customer, for the intervention of the technician at the place where the equipment is located. The dates may be confirmed or changed by Telecom Italia, also by an SMS.

2. The Customer are required to pay the charge required for the move, as well as any other prices and charges arising as a consequence, which shall be notified to the Customer in advance.

3. If the Customer declares it has no interest in keeping the line to be moved active in the meantime, Telecom Italia will suspend the service, from the date indicated by the Customer, until the move is made.

4. If there are amounts owed by the Customer, Telecom Italia will not undertake the move until the Customer has paid previous debts, as set forth in Article 5 above.

5. Save for the provisions in paragraph 4 above, when Telecom Italia undertakes the move late the with respect to the time agreed or to the date of appointment already indicated for the move, the Customer shall be entitled to the indemnities set forth in Art. 26 below and will be able to request any greater damages, as set forth in the Civil Code.

Article 26
Delays in complying with the obligations undertaken by Telecom Italia in the supply of the Service
1. Should Telecom Italia fail to respect the terms set forth for the activation of the Service, the repair of a breakdown, the change of the telephone number or the undertaking of a move stated
respectively in Articles 4.1, 7.2, 22.1, 22.2 and 25.1, the Customer shall be entitled to an indemnity equivalent to 50% of the monthly fee paid by the Customer for every working day of delay including Saturday or of non-compliance with the conditions set forth from time to time, and will be able to request any greater damages incurred, as set forth in the Civil Code. In case of delay in the activation of a new plant or of a move, the indemnity is attributed automatically.
2. This indemnity shall not be applied if the delay is attributable or in any way to the Customer or third parties other than Telecom Italia, considering as Telecom Italia also its subsuppliers/ subcontractors, and in any case it is not possible to respect the terms agreed or the date of appointment already indicated due to causes not attributable a Telecom Italia.

Article 27
Errors of suspension of the Service
Should the Customer be suspended from the supply of the Service by error, it shall be entitled to an indemnity equivalent to 50% of the monthly subscription fee paid Customer for every calendar day of undue suspension.

Article 28
Errors in the telephone directory
1. In case of error in insertion in the telephone directory of the geographical area corresponding to the telephone number, or in the name of the Customer as indicated in the application, Telecom Italia shall pay an indemnity equivalent to two months’ subscription fee paid by the Customer, and where technically possible, will make available free of charge for two months a voice service reporting the correct number.
2. In case of failure to insert the Customer in the telephone directory of the corresponding geographical area, Telecom Italia shall pay an indemnity equivalent to four months’ subscription fee paid by the Customer.
3. Telecom Italia is not in any case liable for eventual errors of insertion of data in the directory, and the truthfulness of titles or qualification, or any other data and/or information declared by the Customer to Telecom Italia is not attributable to the directory.

Article 29
Procedures of payment of the indemnities
Telecom Italia will subtract the indemnities owed to the Customer starting from the applicable bill, utilizing compensation, and applying, when the indemnities owed have not been included in the first applicable bill, the same percentages provided for the indemnity stated in Article 18, or will settle them in cases of cessation of the contract, save for other eventual charges.

Article 30
Anomalous consumption
If anomalous consumption or behaviour incurring the risk of economic damage to Telecom Italia is recorded, Telecom Italia reserves the right to inform the Customer, also via voice message or a telegram, and to send an early bill and/or to suspend, by way of precaution, within the limits of technical feasibility and after informing the Customer where possible, the access to the numbers/ lines involved in the anomalous traffic.
All the services affected by the suspension will be restored fully as soon as the Customer has paid the traffic recorded on these services and provided any further guarantees that may be requested by Telecom Italia. In any case, the Customer remains entitled to undertake the complaint procedure as set forth in Article 17.

Article 30-bis
Barring of calls
1. Telecom Italia, in compliance with the Code of Electronic Communications (Legislative Decree 259/2003) and subsequent regulatory provisions issued by the Authorities having jurisdiction, shall provide the permanent barring of the telephone line towards some numbers regarding premium services and towards high cost international and satellite numbers, save for requests to the contrary by the Customer.
Alternatively, and upon request by the Customer, Telecom Italia provides specific selecting barring services of calls allowing the enabling-barring of the line with procedures controlled by the Customer, by the use of a personal code (PIN), for certain types of numbers.

2. Telecom Italia informs the Customer by written notification and/or a suitable information campaign with regard to the permanent barring and the availability the various self-barring services with use of a PIN, describing the detailed contents, characteristics and options accessible and technically feasible through simple and clear procedures. In any case, the Customer can obtain detailed information on permanent barring and on the characteristics of the various self-barring services with use of a PIN available by calling the specific number free of charge 4.81.81 or through the telephone services 187 and 191, the website www.187.it and the website www.191.it.

**Article 31**

**Emergency calls and communications to the Customer**

The suspension of the Service, for whatever reason enacted by Telecom Italia on the basis of these general subscription conditions, shall ensure the possibility to use the emergency numbers 112, 113, 114, 115, 118 and to receive calls, as under provisions of the law, in all cases when this is technically possible.

**Article 32**

**Information provided to Telecom Italia**

1. The Customer is required to supply the information and/or data necessary for the supply of the Service and eventually on activities undertaken in relation to the Service.
2. The aforesaid information, the truthfulness of which the Customer is liable, shall be provided to Telecom Italia which keeps them confidential and complete.
3. In this regard the Customer agrees to notify as soon as possible, also by telephone, any changes in this information.

**Article 33**

**Handling of personal data**

The handling of personal data provided by the Customer at the time of subscription, shall take place in compliance with the provisions of the Code for the protection of personal data (Legislative Decree 196/2003) and subsequent amendments and additions, with procedures suited to ensuring security and confidentiality.

**Article 34**

**Quality of the Service**

Telecom Italia, in compliance with the obligations set forth in regulations in force and taking into account international norms, periodically sends to the Communications Authority a report containing summary data on the quality of the Service provided and any other appropriate indicators that may be required in the specific norms issued by the aforesaid Authority, and in the parameters identified by Telecom Italia as set forth in Article 5 of the Services Charter.

**Article 35**

**Reconciliation procedure**

The Customer that, in relation to the contract relationship with Telecom Italia, claims the violation its rights or interest and intends to take legal action, must first of all undertake the obligatory attempt at reconciliation in accordance with the regulations in force issued by the Communications Authority with Resolution 173/07/CONS.

**Article 36**

**Final provisions**

This document, sent to the Customer, also intends to fulfil any obligations of information required by the service supplier in compliance with the provisions set forth for remote contracts and for contracts negotiated outside of commercial premises (Consumer Code). These general conditions are subject to the amendments and/or additions made with legislative and regulatory acts and/or provisions. Version updates in November 2008. Any subsequent updates will be published on the website 187.it