

# GENERAL CONDITIONS OF THE CONTRACT

## 1 CONTRACT OBJECT AND DEFINITIONS

### 1.1 General conditions

Intermatica S.p.A. ("Intermatica") is licensed to distribute and to market the satellite telecommunications service denominated Thuraya (the "Network").

The provision of the service by Intermatica happens with license of the Communications Ministry issued under to Legislative Decree 55/97 of Italian Civil Code.

These General Conditions of Contract (the "Conditions") govern the relationship between the Customer and Intermatica for the provision of the service of Thuraya satellite telecommunication (the "Service") which, due to the typical technical characteristics of any satellite service, can be conditioned or maim, when it is inside buildings and/or constructions, or there are external sources, interference, particular weather conditions or natural and/or artificial obstacles that may impede satellite communications.

### 1.2 Definitions

For the purposes of these Conditions and the Subscription Proposal are intended for:

- OTHER USERS: any users of the service other than the Customer who use the Service with the same SIM card(s), with the Customer's permission, such as, for example, Customer's employees.
- SIM CARD: the microprocessor card which, inserted in the Terminal, allows the use of the service.
- CUSTOMER: the subject identified in the Proposal (individual and/or legal representative, public body, private entity, collective subjects without legal character), which the Subscription Contract is concluded in accordance with the following art. 2.
- PIN CODE: the personal identification code associated with the Customer's SIM card, to be entered into the Terminal in order to access the Service, save for emergency calls.
- PUK CODE: the personal key to unlock the SIM card.
- SUBSCRIPTION AGREEMENT (or "CONTRACT"): the contract, concluded according to the procedures set forth in the following art. 2, which is composed by the present conditions, the Proposal and its annexes, pursuant to which Intermatica provides the Service to the Customer and/or Other Users. The contract subscription includes both post-paid and pre-paid service.
- IMEI: the Terminal's international identification code.
- SN: the Terminal's serial number.
- AIRTIME PLAN: the booklet that includes each of the elements fee for the provision of Services and Accessory Services
- PROPOSAL: the Contract proposal which, duly completed in its entirety and signed, the Customer submits to Intermatica according to envisaged in the subsequent art. 2.1.
- GSM ROAMING: the process by which, due to agreements with GSM operators, the Customer may access the national territory and/or foreign countries to GSM services managed by these GSM operators. Access to GSM roaming services is only permitted for specific Thuraya airtime rate plans. The operators list that have been concluded these agreements and the foreign countries in which it is possible to use the GSM services, with the relative ones updates, is available to the Customer through the Intermatica Customer Service.
- ACCESSORIES SERVICES: the added-value and auxiliary services provided by Thuraya, which, if available, requested and provided based on this contract, are included in the definition of service under these conditions; wherever their gratuity is not specifically indicated, must intended to be supplied at an additional charge.
- TERMINAL: the satellite mobile terminal that the Customer uses to use the service.

### 1.3 Effectiveness of Terms

Except as otherwise provided by provisions of law and the subsequent art. 2.5 of the contract, these conditions govern the relationship contract between Intermatica and the Customer, and will prevail on any other agreement and/or negotiations, in any form stipulated, that have not been expressly approved in writing by Intermatica

## 2 CONTRACT MODIFICATION AND CONCLUSION

2.1 Subscription proposal for the purpose of concluding the contract, the Customer, using the appropriate form, must submit the Contract Proposal to Intermatica, duly completed and signed.

The Proposal is an irrevocable Proposal, as per effect of Article 1329 of Italian Civil Code, for one month period, and is binding from the date of subscription.

### 2.2 Identification

The proponent must provide proof of his identity as well as of their domicile or residence, and is responsible

for the truthfulness of the information provided.

The representatives and/or agents of individual and/or legal persons, public and private bodies and/or collective subjects without legal character shall provide, if requested, proof of the relative powers.

### **2.3 Acceptance by Intermatica**

Intermatica reserves the right to accept the proposal if the proposer, for example:

- does not provide adequate evidence of his identity, his domicile or residence, or, where appropriate, his representative status and/or agent of another person and related powers;
- has previously been insolvent in every way against Intermatica and/or another distributor of the service and/or concessionaire abroad of the same, within the Thuraya network;
- not authorized to spend the credit card, of which you have communicated the details, for the execution of payments pursuant to the following art. 6.2;
- is registered in the list of protests or subject to executive procedures;
- is subject to bankruptcy proceedings.

Intermatica reserves the right to make the acceptance of the proposal and any restrictions upon the use of the service (like, maximum limit of the amount allowed for making calls) to the issue of suitable guarantees and/or collateral or specific payment methods and in the case of a proposal made by an insolvent Customer with regard to another contract with Intermatica, to the total fulfillment of the previous contract.

### **2.4 Contract Improvement, validity and duration**

The Proposal is considered accepted when Intermatica activates the service, by assigning the telephone number to the Customer. Except as provided for in the subsequent art. 10.2 and except that a greater/less duration is envisaged depending on the specific tariff plan activated by the Customer.

The Contract has annual term, starting from SIM card activation date, and is tacitly renewed every year, except for cancellation with written notice within 30 (thirty) days from the expiry of the Contract by registered mail.

### **2.5 Changes to the Terms and Telephone Plan**

Intermatica reserves the right to make changes to the Contract, that are necessary by the occurrence of provisions of law and/or regulations, by provisions of the competent authorities or if this is required by irrepressible needs for operation and/or technical improvement of the satellite network, giving written notice to the customer on the next bill or by other mean. The Customer has the right to withdraw from the Contract within 30 (thirty) days from the date of receipt of such communication. The withdrawal must be communicated in writing by registered mail: in absence, such changes will be deemed accepted.

The withdrawal will be effective from the date of receipt by Intermatica of the withdrawal notice, in this case, for use the service following the modifications, the previously anticipated conditions will be applied. To discover all Intermatica's Products and Services visit the website [www.intermatica.it](http://www.intermatica.it).

Intermatica S.p.A. - Exclusive Satellite Service Provider for Italy - Customer Service +39 06 85365 - [ConTe@intermatica.it](mailto:ConTe@intermatica.it)

### **2.6 Changes to the conditions of service provision indicated in the Proposal.**

If the Customer wishes to change the types of Service indicated in the Proposal and/or take advantage from the alternatives provided in the Telephone Plan, he may do a request by completed forms, or by other written communication. If the changes are within the range of service offer, Intermatica will make such changes and give written notice to the Customer, indicating starting date and debiting any costs in the subsequent invoice.

## **3 OBLIGATIONS AND RESPONSIBILITIES OF INTERMATICA**

**3.1 SIM card**, PIN codes and PUK Intermatica will grant one or more SIM cards in use to the Customer, which may allow its use to Other Users under its sole responsibility.

Upon delivery of the SIM card, the relevant PIN and PUK codes will be communicated to the Customer. The PIN code can be modified by the Customer in every moment according to the instructions contained in the user manual of the Terminal. Repeated incorrect digit of the PIN causes the block of SIM card. The SIM Card can be unlocked by correctly entering the PUK code. The repeated incorrect entry of the PUK code will make the SIM card permanently unusable.

In this case, the customer who wishes to replace the SIM card is required to pay a replacement fee, € 30.00 including VAT (plus any shipping costs) for each SIM (post-paid) which is rendered unusable.

If the SIM card is faulty or otherwise not suitable for use, it will be repaired or replaced free of charge by Intermatica, unless the defect or fault is attributable to inexperience, negligence and/or carelessness in the

use and/or storage, in which case the replacement will take place against € 30.00 including VAT (plus any shipping costs) for each SIM.

In any case, Intermatica will not be liable for any SIM card defects which are communicated after 12 (twelve) months from its successful delivery. Upon request by Intermatica, the Customer must return the SIM Card (s) at his/her own expense, when its/their modification is necessary for technical and/or operational reasons, which will be free of charge.

### **3.2 Telephone Number**

Upon acceptance of the proposal, Intermatica assigns to the Customer a telephone number: if technically possible, at the Customer's request, Intermatica will try, without guarantee of result, to keep the same telephone number even in case of SIM card replacement and change of the telephone plan, provided that this change does not lead to a change in the prefix.

For technical and/or service needs, Intermatica has the right to replace the telephone number, informing the Customer of the new number with a written notice of at least 60 days, except in cases of force majeure.

### **3.3 Service provision**

The terminal is set up to make and receive telephone calls, within the network's coverage areas, according to the technical characteristics and the limits of the service, as indicated in art. 1.1. The Customer has the faculty to advance any right, action or claim for any malfunctions of the Satellite Service or GSM Roaming only if such malfunctions depend on Intermatica and not from other partners/network operators. In no case will Intermatica respond to service provided by Satellite Service and/or GSM on a national and international basis.

Intermatica will not be liable for any lack of service due to the incorrect use by the Customer, the poor operation of the terminal and/or its accessories (without prejudice, in case of defects of the product not dependent from the Customer, the discipline in matter of repair/replacement of terminal and/or accessories provided in the conditions of sale, where provided by Intermatica or its auxiliaries), failure to operate the SIM card or its adapter if they are used in a terminal not approved and or modified.

Intermatica will not be in any case responsible for the content and methods of communications and messages sent or received by the Customer and/or by other users through the service.

### **3.4 Customer Service**

In order to provide the best use of the service and for reporting any faults, Intermatica ensures customer assistance through its own Customer Service.

### **3.5 Modification and suspension of the service**

Intermatica reserves the right to modify the technical characteristics of the service for technical and/or organizational needs, or due to faults or extraordinary maintenance interventions.

In the cases provided above, Intermatica will take all appropriate measures to reduce the inconvenience, including providing the Customer with the necessary information on timing of interruption or suspension of service and its restoration.

In the event of failure of the network and the equipment for service delivery, depend on fortuitous circumstances and force majeure, as well as extraordinary or unscheduled and technically indispensable modifications or maintenance, Intermatica may suspend the service at any time, in whole or in part, even without notice.

However, in such cases, it remains the right of withdrawal of the Customer pursuant to art. 10.2, if the changes to the technical characteristics of the service are likely to significantly impair usability from the Customer with respect to what was originally agreed, or if the interruption or suspension of the service lasts beyond a reasonably short duration.

### **3.6 Force majeure**

Intermatica will not be liable to the Customer in cases of force majeure. Events of beyond the reasonable control of Intermatica constitute cases of force majeure, such as, but not limited to, activities and/or governmental decisions and/or the public administration, acts of military authority, legal limitations, natural disasters, lightning strikes, fires, explosions, riots, strikes, lack of energy, etc. etc. In these cases, as well as in the case of a fortuitous event, Intermatica will not be liable for any loss, damage or injury to the Customer, inherent in or related to the failure or faulty service, whether direct or indirect, foreseeable or unpredictable, for example and not limited to, economic or financial losses of business, of revenues, of profits and/or obviously commercial losses.

## **4 CUSTOMER OBLIGATIONS, RESPONSIBILITIES AND RIGHTS**

### **4.1 Use of the Terminal**

The Customer must use terminals and accessories approved according to the FCC / ETSI standard, in perfect working order and such as not cause disturbances to the service. Intermatica will not be in any case responsible for any direct or indirect damages deriving from violations of this obligation.

#### **4.2 Use storage and non-transferability of the SIM card and PIN and PUK codes**

The Customer is responsible for the proper use and care of the SIM Card and must take every precaution to keep the PIN and PUK codes secret.

The SIM card and the relative PIN and PUK codes are strictly personal and cannot be transferred to third parties. Any intervention, including duplication, on the technical identification codes printed on the SIM card, as well as the tampering and use of the Card for fraudulent purposes is prohibited.

The Customer has obligation to not use the service for any purpose and/or with illicit means and will keep Intermatica free from any fraudulent or negligent breach of this obligation, by themselves or other users.

#### **4.3 Obligations in case of loss, theft or misuse of the SIM card**

Except as provided in the following paragraphs, the Customer will be responsible for the use, whether authorized or not, of his SIM card, by third parties, including other users. In cases of loss, theft or suspected tampering with the SIM card, the Customer must notify Intermatica by any means, with written confirmation, accompanied by a copy of the related declaration presented to the competent Authorities. Once the above communication has been received, Intermatica will disable the SIM card. Until the moment when the report of loss or theft or suspected tampering has not been received by Intermatica, the Customer will be held responsible for any prejudice and cost deriving from any misuse of the lost, stolen or tampered SIM card, including the cost of calls made using the SIM card. Without prejudice to the above, the Customer shall in any case be required to pay the full and regular payment of the subscription fees provided in the Telephone Plan referred to the following art. 6 for the period between the disabling of the SIM card which will have communicated the stealing, loss or tampering and the delivery of a new SIM card, for a maximum of thirty days.

#### **4.4 Modification of the Customer's identification data**

The Customer shall provide written notice to Intermatica within a maximum of thirty days, any change in their identification data and in particular, data relating to the residence and/or domicile and/or to the registered office and/or other location for billing purposes. All communications will be sent by Intermatica to the last address indicated by the Customer.

#### **4.5 Service fee**

The Customer is required to pay the service corresponding as specified in the Price Plan referred in the following art. 5 and 6. The payment of Invoice on behalf of Clients by third parties will not give them any right towards Intermatica.

#### **4.6 Fixed satellite terminals for maritime use**

For ships flying the Italian flag, activation by inserting a SIM card of fixed satellite equipment intended for maritime radio use, must be carried out exclusively by the company that manages the ship or by persons in possession of the necessary legal or certified certificates and authorized by an Accounting Authority. In any case, Intermatica can be held responsible for any type of circumvention of the standard, for having supplied third-party devices, SIM cards and satellite telecommunications services.

## **5 CALLING PLAN AND PRE-PAID SERVICE FEE**

Prepaid SIM cards are available in different Tariff Plans indicated on the official website [www.intermatica.it](http://www.intermatica.it) Each Pre-paid Tariff Plan is differentiated by:

- a) purchase cost;
- b) price list applied for voice and data calls;
- c) possibility of GSM roaming, incoming call only and not for all Sim Cards;
- d) minimum duration of SIM use (all the SIM cards have a minimum duration that can be increased; if the SIM is not renewed according to the times and methods provided for each tariff plan, it will be permanently deactivated);
- e) renewal methods;
- f) activation of the Service: Intermatica communicates to the Customer by e-mail/fax the activation and numbering assigned.
- g) the conditions applied related to activation, voice and data rates and expiry dates are indicated on the website [www.intermatica.it](http://www.intermatica.it).

## **8 RESTRICTIONS OF THE SERVICE**

### 8.1 Coverage Area and numbering limitations

The Thuraya voice and data satellite service is only available in the Thuraya coverage area; for more information on the areas where the service is available contact Customer Service.

The voice Thuraya satellite service does not allow calls to the numbers of the Italian NNG network - Non-Geographical Numbers or the numbered decade 1, 4, 7, 8 (eg Emergency Services, Green Numbers, Customer Care, etc.). The GSM roaming service may not be available in all countries.

It is possible that some mobile operators inhibit sending / receiving SMS to/from satellite devices. Sending/receiving SMS is not guaranteed.

### 8.2 Limitations of local regulations

Satellite voice and data services must be used in compliance with local regulations on the use of satellite devices: in some countries the use of satellite terminals may be limited, subject to particular licenses / authorizations or not allowed. The Customer is always required to verify the necessary requirements with the authorities of the country in which the terminal / service will be used.

### 8.3 Data offer limitations

Offers may include internet data packages included against a monthly fee. Once the included traffic is expired, the available bandwidth will be reduced or it will be possible to buy other data packs to be used in the current month, in order to use the same maximum speed. Data traffic not used in the month is not cumulated to the next month's traffic packet.

## 9 ASSIGNMENT OF THE CONTRACT

The Customer cannot transfer the contract, nor the rights and obligations arising from it, except in cases of takeover previously authorized in writing by Intermatica. Intermatica may transfer its obligations and rights arising from the contract to third parties, in whole or in part.

## 10 CONTRACT SUSPENSION AND TERMINATION

### 10.1 Suspension and termination by Intermatica

Without prejudice to the provisions of art. 7.3, Intermatica may suspend the service with regard to satellite outgoing calls and GSM roaming when the Customer is insolvent in respect of Intermatica. In such cases, the service will be activated again from the date of payment notified and proven in writing to Intermatica.

Intermatica may also suspend the service if the Customer uses a faulty or non-homologated terminal. In addition to the cases provided by the previous art. 7.3, Intermatica may terminate the contract by notifying the Customer by registered mail, if the latter is registered in the list of complaints, is subject to enforcement procedures, present instance or is subject to bankruptcy proceedings, controlled administration or other insolvency procedures or in any case it becomes insolvent.

### 10.2 Customer's withdrawal

The contract (Post-paid Service), except for a greater/lesser duration depending on the specific tariff plan activated by the Customer, has a duration of 12 months from the date of activation of the service, with automatic renewal. The Customer can request a withdrawal at least 30 days before the natural expiration by registered mail. In return for this withdrawal, the customer will be liable for the subscription fees up to the month in which the contract will expire, as well as the fees due for the traffic carried out during the period of validity of the contract.

## 11 REGULATION OF THE CONTRACTUAL RELATIONSHIP – JURISDICTION

### 11.1 Regulation of the relationship

For anything not provided in these General Terms and Conditions, the provisions of the Italian Civil Code relating to the supply contract shall apply.

### 11.2 Competent court of law

The Rome law courts will have exclusive jurisdiction over any disputes relating to this contract.

## 12 DISCLOSURE D.LGS. N. 231/2001

In compliance with the provisions of Legislative Decree n. 231/2001 of Italian Civil Code, Intermatica, in the conduct of business and in the management of internal relations, refers to the principles contained in its Ethical Code, available at the address [www.intermatica.it](http://www.intermatica.it)

Intermatica has also adopted the organization and management Model, which can also be consulted at the aforementioned address.

## 13 COMMUNICATIONS

All communications to Intermatica must be addressed to:

**Intermatica S.p.A.**

**Customer Service**

Via Gaetano Donizetti, 7 – 00198 Roma

Email: [ConTe@intermatica.it](mailto:ConTe@intermatica.it)

