

General conditions of service

Following General Conditions of Service for the services purchased on-line through SMSalias by Digital Mobile Srl:

1 - SERVICES AND CONCLUSION OF AGREEMENTS: These General Conditions of Service, together with the additional terms and conditions contained in the Service Orders, regulate the supply to customers ("Customer/s") of the services offered by Digital Mobile Srl, registered office in Pescara, Via Raffaello, 77, VAT ID IT01447030683. The agreements between Digital Mobile Srl and the Customer in regard to the individual Services are considered concluded at the time Digital Mobile Srl receives payment of the Consideration for the Services.

2 - TERM AND RIGHT OF WITHDRAWAL: these General Conditions Of Service have an indefinite term, unlike the agreements for the individual Services, whose term will be indicated in the relative Service order.

SPECIAL NOTICE FOR CONSUMERS: a Customer who is a natural person and requests the provision of a service for purposes not connected with his/her own professional activity ("Consumer") will have the right to withdraw freely from these General Conditions Of Service and/or an individual Service Order within ten business days after the conclusion of the relative agreement, pursuant to and in accordance with Article 5.1 Legislative Decree 185/1999. Withdrawal must be exercised in writing, by means of a registered letter mailed with return receipt to Digital Mobile Srl, Via Raffaello 77, 65124 Pescara. The notice may also be sent by fax or e-mail, provided that it is confirmed within 48 hours by registered mail with return receipt. Following withdrawal by the Customer in accordance with the foregoing conditions and within 30 days after the date of withdrawal, Digital Mobile Srl will credit the Customer for the amounts that he/she might have paid. The complete text of Legislative Decree 185/1999 can be consulted at <http://www.parlamento.it/parlam/leggi/deleghe/99185dl.htm>. The Customer takes note that the right of withdrawal envisaged at Article 5 of Legislative Decree 185/1999 cannot be exercised in connection with the service supply agreements whose performance started prior to the expiration of the aforementioned ten-day term or if the Customer is not a Consumer. The Customer is always free to withdraw from an Service Order in conformity with the conditions indicated hereinabove. The Customer agrees that his/her withdrawal from these General Conditions Of Service will not be enforceable if a contractual relationship involving an Service Order is pending between the Customer and Digital Mobile Srl. Therefore, if the Customer wishes to withdraw from these General Conditions Of Service, he/she must first or simultaneously withdraw, when possible, from any Service Order that are pending at the time notice of the withdrawal is served.

3 - REQUEST FOR SERVICES ON BEHALF OF OTHERS: If a request is made on behalf of others (end customers) by the Customer (or, for the purposes of this article, the Reseller) who offers, even for free, Digital Mobile services, the Customer he/she/itself shall comply with the following conditions:

- a) the Reseller undertakes to approve and enforce compliance by its end customers of the obligations envisaged in these General Conditions Of Service and in the Service Order relative to the requested service, as well the anti-spamming policy. Furthermore, the Reseller undertakes to disclose to and enforce compliance by the end customer with the obligations envisaged in Article 7 of this agreement. Nevertheless, the Reseller remains exclusively liable vis-à-vis Digital Mobile Srl for the consequences envisaged in Article 7, with the Reseller bearing the burden of any recoupment from the end customer.
- b) The Reseller hereby undertakes and warrants that the end customers will enter into an appropriate agreement in relation to each Order. The Customer hereby represents and warrants that the Orders will not violate the rights of third parties.
- c) The Reseller undertakes to update both its own data and those of its end customers, promptly notifying Digital Mobile Srl of any possible update.
- d) The Reseller undertakes to guarantee compliance with privacy laws, including the data to be communicated to the third parties.

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e) The Reseller undertakes to send to its own customer every service notice that Digital Mobile Srl decides to communicate. The Reseller shall be directly liable towards the end customer and to Digital Mobile Srl if it fails to send the information envisaged at this point. The Reseller warrants that the purchases made on behalf of others who are end customers or, regardless, all the activities performed by the Reseller on behalf of the end customers shall be performed solely and exclusively after the end customer has granted a mandate for purchase of the service. The Reseller shall be exclusively responsible, and in this sense promises to indemnify Digital Mobile Srl, for any consequence deriving from purchase of services and/or products of Digital Mobile Srl not authorized by the end customer.

The Reseller assumes full responsibility for the Orders sent to Digital Mobile Srl and undertakes to indemnify and hold harmless Digital Mobile Srl, the other companies of the Digital Mobile Group, and the assistants of Digital Mobile Srl against any third-party claim regarding and in any way connected with performance of the Agreement and/or violation by the Reseller or User of the obligations, representations, and warranties envisaged in this agreement.

4 - USER ID AND PASSWORD: In the course of completing the Service registration procedures, the Customer undertakes to provide his/her personal data accurately and truthfully. The Customer also promises to inform Digital Mobile Srl promptly of any change in the personal data whenever they are communicated. If the Customer communicates inexact or incomplete data, Digital Mobile Srl reserves the right not to activate and/or suspend the service until the Customer rectifies these errors. Digital Mobile Srl reserves this right even in the case where the competent bodies (e.g. banks or credit card holders) contest the payments made by the Customer. Upon the first request for activation of a Service by the Customer, Digital Mobile Srl will assign him/her a User ID and Password. The Customer recognizes that these User ID's and Passwords constitute the system for validation of Customer access to the Services. The Parties recognize and agree that these User ID's and Passwords constitute the only adequate means for identifying the Customer when he/she accesses the Services. Therefore, the Customer agrees that all acts performed through use of the aforementioned User ID and Password shall be attributed to him/her and shall be binding on him/her. The Customer recognizes that he/she has sole and exclusive responsibility for the acts performed through use of his/her User ID and Password, and promises to keep them secret, safeguard them with due care and diligence, and not to provide them to others, even on a temporary basis. In any event, the Customer accepts that the information system and/or online system records compiled by Digital Mobile Srl and/or its suppliers, can be presented and used against him/her for all investigative purposes before any competent Authority pursuant to and in accordance with these General Conditions Of Service and that, in particular, the parties may establish appropriate civil evidence on this basis regarding the existence of relationships and/or acts that might be challenged.

5 - NATURE OF THE SERVICES - CONSIDERATION AND PAYMENTS: The nature and type of Services provided by Digital Mobile Srl to the Customer are described in the individual Service Order that he will accept. The Consideration for the Services and the terms and conditions for payment of the Consideration are those established in the Service Order or in the accompanying offers. If not expressly indicated, all Consideration is to be considered as not inclusive of V.A.T. Payment of the consideration for the requested Service must be made by credit card, by filling out the payment form during the service purchasing, or through a bank wire transfer. Following online payment, Digital Mobile Srl will send the appropriate payment invoice to the address indicated in the customer registration information. If payment is made late, Digital Mobile Srl will have the right to suspend provision of the Services, pursuant to and in accordance with Section 1460 Italian Civil Code, and the Customer, without having to be placed in default, shall be required to pay late interest at the legal interest rate plus 5 percentage points, without prejudice to the right of Digital Mobile Srl to indemnification for any greater

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damages. Digital Mobile Srl reserves the right to send invoices in electronic format to the e-mail address provided at the time of purchase. Therefore, the Customer shall have exclusive responsibility for informing Digital Mobile Srl of any change in the e-mail address communicated.

6 - AMENDMENTS TO THE GENERAL CONDITIONS OF SERVICE AND/OR SERVICE ORDER: Digital Mobile Srl reserves the right to amend these General Conditions Of Service and the terms and conditions of the Service Order, with communication to the Customer at least 30 days in advance via e-mail. The Customer agrees that this notice can also be served through the General Notices to Users published on the site of Digital Mobile Srl. In the event of amendments that result in a significant reduction in the services provided, the Customer will have the right to withdraw from an Service Order or the General Conditions Of Service applicable at that time by sending the relative notice to Digital Mobile Srl in accordance with the same 30-day deadline envisaged in the preceding paragraph. If said deadline expires without response, the amendments shall be considered accepted by the Customer and fully binding on him/her.

7 - USE OF THE SERVICES AND CUSTOMER LIABILITY: The Customer undertakes to use his/her best efforts to comply with the provisions and commitments pursuant to this general conditions and services conditions and in order to respect, in case of services offered by Digital Mobile Srl in a shared manner, the services quality, stability and security even with regard of the utilization of the other Customers. In the event there will be important reasons indicating that the Customer utilization could compromise the quality, stability and security of the services offered in shared manner, Digital Mobile Srl is entitled to interrupt the service supply with a, also via email, 48 hour prior written notice. The Customer furthermore undertakes not to use the Services for illegal purposes, and not to violate any applicable national and international norms or regulations in any way. In particular, the Customer undertakes not to send and not to have others send content in violation of privacy, copyright and intellectual property rights, or pornographic, blasphemous, or offensive content, or content that can either harm or endanger the image of others or Digital Mobile Srl in any way. The Customer also promises not to commit acts of computer crime through his/her Internet access. The Customer warrants that he/she will not engage in spamming - i.e. the transmission via SMS of unauthorized communications that are not requested and/or not solicited by the recipients. Digital Mobile Srl reminds the Customer that this practice is prohibited by D.Lgs 196/03 in protection of privacy. Digital Mobile Srl also emphasizes that it will consider the Customer liable even if the illegal spamming activity is carried out through services other than those acquired from Digital Mobile Srl and also indirectly involves a Digital Mobile Service or directly involves the technical structure of Digital Mobile Srl. Digital Mobile Srl reserves the right to suspend the Service immediately if, in its final opinion or upon report by others, it believes that the Customer engages in activities in violation of the obligations envisaged in this contract. In this case, the Customer, either upon being informed by Digital Mobile Srl via e-mail or otherwise, must immediately eliminate the causes for complaint or furnish adequate documentation proving his/her full compliance with the applicable norms governing his/her activity. If it does not receive an immediate reply, Digital Mobile Srl will have the right to cancel the agreement immediately, without prejudice to its right to full payment of the consideration and right of Digital Mobile Srl to take action for full indemnification of the damages that it might have sustained.

The Customer recognizes that he/she is solely and exclusively responsible for the activities performed through the Service or directly or indirectly attributable to him/her, even in the case where the Customer has signed an Service Order on behalf of others authorized by him/her to use the Service, and in particular that he/she is responsible for the content and communications that are entered, published, diffused, and transmitted on or through the Services. Therefore, Digital Mobile Srl cannot be considered liable in any way for criminal, civil, and administrative wrongdoing committed

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by the Customer through the Service. The Customer undertakes to indemnify and, in any event, hold Digital Mobile Srl harmless against any action, complaint, claim, cost, or expense, including reasonable legal fees, that it might sustain due to failure by the Customer to respect his/her assumed obligations and the warranties offered upon acceptance of these General Conditions Of Service or an Service Order and, regardless, connected with use of the Services by the Customer.

8 - COMMUNICATION BETWEEN THE PARTIES: Except as expressly envisaged otherwise, the Parties agree to use electronic mail to send the notices that are required or to be served pursuant to these General Conditions Of Service and/or the individual Service Order.

9 - INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS: Digital Mobile Srl remains the sole holder of property rights and rights to economic exploitation of inventions and programs (including software, documentation and written programs, studies, etc.) and whatever else was prepared, realized, or developed by means of the Services acquired through the individual Service Order by the Customer, who is granted only a limited, non-transferable user right thereof.

10 - LIMITATIONS OF LIABILITY OF DIGITEL MOBILE SRL: Digital Mobile Srl undertakes to use the best technology that it is aware of and the best resources at its disposition to provide the Services covered by the individual Service Order. The Customer agrees that Digital Mobile Srl cannot in be held liable in any case for delays or malfunctions in provision of the Services depending on events falling outside of the reasonable control of Digital Mobile Srl, such as, for example:

(i) events of force majeure;

(ii) events depending on the acts of others, such as, for example, interruption or malfunction of the services of telecommunication operators and/or electric power lines;

(iii) malfunction of the terminals or other systems of communication used by the Customer.

If the Service is interrupted, Digital Mobile Srl undertakes to restore the Service as quickly as possible. The Customer also agrees that Digital Mobile Srl may not be held liable for acts or omissions committed by the Customer and in conflict with the obligations assumed by the latter pursuant to these General Conditions Of Service or an Service Order, just as it cannot be held liable for malfunctions deriving from defects in the means necessary for access, improper use thereof, and/or the procedures for access to the service by the Customer or others. Digital Mobile Srl cannot be held liable in any way vis-à-vis the Customer or others for loss of profit, lost earnings, or any other form of loss of anticipated profits or indirect and consequential damage connected with performance of these General Conditions Of Service or each individual Service Order. The customer agrees that the Services may be suspended, cancelled or transferred on request of the Authority to which the Services are subject.

11 - EXPRESS CANCELLATION CLAUSE: Digital Mobile Srl may cancel these General Conditions Of Service and each Service Order, pursuant to and in accordance with Section 1456 Italian Civil Code if the Customer fails to comply with the provisions of Articles 4, 5, and 7 of these General Conditions Of Service, without prejudice to the right of Digital Mobile Srl to payment of the consideration accrued in its favor at the date of cancellation and indemnification of damages.

12 - GOVERNING LAW AND COURT OF JURISDICTION: This Agreement is governed by the laws of the Republic of Italy. The Court of Pescara shall have exclusive jurisdiction in any controversy involving or deriving from this Agreement or its performance. In the case of an agreement made with a Consumer, the Court where the Customer is domiciled or resident shall have jurisdiction.