

## CHARTER OF SERVICES

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**EDITION September 2024****1 FOREWORD**

The Service Charter describes the principles and quality parameters of the telecommunications services that Mexedia S.p.A. offers its customers.

**Art. 2 - Charter**

The Service Charter proposes to respect the criteria of legality, transparency, non-discrimination, protection of minors and protection of the environment for the provision of a quality service.

**Art. 3 - Application**

relations of Mexedia S.p.A. with its customers.

**Mexedia S.p.A.** (hereinafter also referred to as "Mexedia" or "Company") has drawn up the Service Charter in compliance with the Directive of the President of the Council of Ministers of 27 January 1994 on the "Principles for the Provision of Public Services", resolutions of the Authority for Communications Guarantees

No. 179/03/CSP (adopted on 24 July 2003 and relating to the 'Approval of the general directive on the quality and charters of telecommunications services pursuant to Article 1(6)(b)(2) of Law No. 249 of 31 July 1997') and No. 254/04/CSP of 10 November 2004.

**1.1 THE COMPANY Mexedia S.p.A.**

Mexedia has its registered office in Rome, Via di Affogalasino 105.

Mexedia is an authorised provider of SMS MMS A2P P2A corporate messaging and VoIP fixed telephony services throughout the country.

Mexedia is active in the market for non-geographic numbers and VAS non-geographic numbers, using the infrastructure and commercial agreements of the company Intermatica S.p.A. for this offer.

**2 PRINCIPLES****2.1 EQUALITY AND IMPARTIALITY OF TREATMENT**

Mexedia provides its services inspired by the principle of equality and equal dignity among Customers, not discriminating between, but not limited to:

- sex, race, ethnicity, language, religion and political opinions;
- the different geographical areas;
- the different categories or groups of Customers.

Mexedia is committed to favouring and communicating to Customers any form of use of services aimed at enabling disabled and elderly persons equal access to and use of telecommunications services.

**2.2 RESPECT OF THE ENVIRONMENT**

Intent on improving environmental quality, following the path of 'sustainable development'.

**2.3 ATTENTION TO CUSTOMERS WITH SPECIAL NEEDS**

There are specific offers with favourable economic conditions.

**2.4 CONTINUITY**

Mexedia provides the services on a continuous basis and without interruptions, with the exception of those due to technical assistance, maintenance and repair work, including those resulting from failure and/or malfunctioning, as well as force majeure.

In the event of scheduled maintenance work involving total interruptions of the service, Mexedia shall inform its Customers well in advance by e-mail or written communication, indicating the expected duration of the interruption and a telephone number or e-mail address where they can contact for assistance and information.

## RIGHT TO CHOOSE

Conclusion of the service provision contract, termination, contract variations are made equally accessible and practicable through simple and clear procedures.

## 2.5 PARTICIPATION

Mexedia is open to receiving suggestions and/or indications from users or consumer associations, guaranteeing a response within 90 days from the date of receipt of the suggestion(s).

## 2.6 PROCESSING OF DATA PERSONAL

Ensuring that the Customer complies with the provisions of Regulation (EU) No 2016/679 on the protection of individuals with regard to the processing of personal data.

## 2.7 INFRASTRUCTURE DEVELOPMENT TECHNOLOGY

The improvement will be ensured through technological, organisational, accounting and procedural solutions that Mexedia considers most suitable for the purpose.

## 2.8 COURTESY

Mexedia employs qualified Customer Care, able to guarantee customers the utmost professionalism, competence and courtesy.

## 3 COMMITMENTS

### 3.1 INFORMATION TO CUSTOMERS

In order to guarantee a transparent relationship with the Customers, Mexedia undertakes to present, in an orderly and clear manner, the contents of the services offered, the terms and conditions of their provision. In particular:

- disclose the prices, the unit of account and the methods of taxation applied, the frequency of billing, the minimum contractual periods, the conditions for renewal and withdrawal, any penalties and the conditions for credit assignment and the notification thereof to the user pursuant to Article 1264 of the Civil Code;
- describe the actual technical conditions of use and operation of the service;
- provide customers with the information referred to in Article 13 of Legislative Decree 196/2003, on how to process, modify, use and delete personal data;
- provide Customers with information regarding the availability and modalities for activating and using selective call barring, in permanent mode, as provided for in Resolution No. 78/02/CONS, as well as the availability of any instruments and measures aimed at protecting and guaranteeing the rights of minors in accessing and using telecommunication services (with particular regard to entertainment services, in accordance with the general principles established by Law No. 176 of 27 May 1991, ratifying and executing the Convention on the Rights of the Child and in compliance with the regulations for the protection of minors);
- informing customers of their right to choose whether or not to be included in telephone directories available to the public, as well as the manner in which the directories are provided, see Resolutions No. 36/02/CONS and No. 180/02/CONS;
- specify the terms and conditions of relationships arising from prepaid contracts and the terms and conditions for the treatment of residual credit in the event of termination of the contractual relationship by number portability.

### 3.2 OFFERS OF SERVICES

Mexedia undertakes to include in the offers, which are an integral part of the service provision contract:

- the description of the service offered.
- the technical and economic conditions with regard to, inter alia
- details of the prices charged;
- the delivery and activation time of the services offered;
- references and times when technical assistance is active;
- the duration, renewal and termination conditions of the services and of the contract;

- the modalities of communication to customers of changes to the technical-economic contents of the

services offered and their right to withdraw from the contract, without penalty, if they do not accept the new conditions;

- compensation and refunds to which customers are entitled if the service is not satisfactory;
- a summary of the complaints procedure;
- a summary of the procedure to be followed in resolving disputes.

Mexedia also undertakes to provide the Customers with at least 30 days' notice of any changes to the contractual terms and conditions, as well as the Customers' right to withdraw from the contract, without penalty, in the event of non-acceptance of such changes.

### 3.3 CONSUMPTIONS

A tool enabling the Customer to monitor the level of consumption resulting from the use of the contracted service shall be provided to the Customer upon request and at no further cost.

### 3.4 PAYMENT OF SERVICES

Mexedia enters invoices for active services:

- deadlines and methods of payment and appeal;
- information concerning payments, such as advance payments, past instalments of fees or consumption and/or decommissioning contributions;
- the basic tariff plan applied for the billing to which the documents refer and any variations thereof;
- for cases of non-performance or delayed performance, the request for payment of interest the amount of which does not exceed the usurious rates referred to in Article 2(4) of Law No. 108 of 27 March 1996, as subsequently amended and supplemented, for the category of advances, trade discounts and other loans to businesses made by banks.

Invoices shall be sent at least 15 (fifteen) days before the due date of the relevant payment, except in the event of unforeseeable circumstances or force majeure.

Without prejudice to cases of non-performance on the part of the Customer, Mexedia does not require payment of any compensation in the event of activation or deactivation of services or contracts or provision of goods or services that have not been requested. In this case, Mexedia will bear all the costs necessary to proceed with the restoration of the previous configuration.

### 3.5 COMPLAINTS AND REPORTS

Customers may submit complaints and notifications, free of charge, by telephone, in writing, by fax or electronically to the addresses indicated in Section 7 below ("Contact Points").

Mexedia will acknowledge the reports received promptly, and in any case within 30 (thirty) days from the date of receipt of the report. If the reports/complaints are upheld, the measures or steps aimed at removing the irregularities detected will be communicated. In the event of rejection of the reports/complaints, the response will be in writing and adequately motivated with an indication of the findings. If the response is deemed unsatisfactory, the Customer will be notified of the dispute resolution procedures, also alternative to the courts, as per Resolution No. 182/02/CONS. The Customer has the right to attempt conciliation, before referring the matter to the ordinary courts, before the Corecom competent for the territory, without prejudice to any disputes concerning non-payment of the service/s.

In the event of suspension of the service during the conciliation attempt, the provisions of Article 5 of Annex 'A' to Resolution No. 182/02/CONS shall apply.

In the event of a complaint of fraud concerning the undue/fraudulent use of the network connection by a third party, submitted by the Customer to the competent Authority in the forms provided for by the regulations in force, payments relating only to the traffic specifically denounced as being of fraudulent origin may be suspended until the dispute is settled. In the event of ascertained fraud, payments not attributable to the Customer, if already made, shall be refunded; otherwise, the temporarily suspended payments shall be charged to the Customer.

### 3.6 ASSISTANCE

Mexedia provides a customer support service - accessible by telephone from 8 a.m. to 12.30 p.m. and from 2.30 p.m. to 6 p.m., Monday to Friday, as well as by post or electronically is

It is possible to report inefficiencies, obtain answers to questions related to the services provided, their prices and billing, and to the complaints procedure at the telephone helpline number indicated in the contract and billing documentation.

### 3.7 QUALITY OF SERVICES

Mexedia, with a view to providing a service of excellence, is committed to guaranteeing certain times in the activation of the services offered. In particular:

- for the SMS Service and NNG Service, activation shall take place within a maximum period of 30 (thirty) days from the date of receipt of the contract (in the case of contracts concluded at a distance) or from the signing of the contract in the case of contracts concluded through an Intermatica salesperson, except in cases of exceptional technical difficulty.

Mexedia will adopt for the offer of voice telephony services the service quality indicators, as well as the relevant definitions, methods and measurement periods provided for in Annexes 1 to 12 of the Resolution of the Communications Guarantee Authority No. 254/04/CSP.

The aforementioned quality objectives shall be updated annually and communicated to the Communications Guarantee Authority by the end of the year preceding the year of reference, as well as to Customers in the billing documentation, where applicable, as well as the results achieved and the manner in which they are published.

Mexedia shall publish a report containing the indicators, the methods of measurement, the general standards set for such indicators, and the results actually achieved in the calendar year in question, and shall simultaneously send such report to the Communications Guarantee Authority, indicating how the publication took place.

### 3.8 REFUNDS AND COMPENSATION

Mexedia shall refund the Customer the amounts erroneously charged and, in the case of prepaid services, shall inform the Customer of the possibility of requesting such a refund. The amounts due shall be credited within the first useful invoice or, in the case of prepaid services, the Customer shall be informed of the possibility of requesting such credit.

## 4 INFORMATIVE NOTE ON THE PROCESSING OF PERSONAL DATA PURSUANT TO ARTICLE 13 OF REGULATION (EU) NO. 2016/679

In relation to the specific services purchased, all the information required by Articles 13 and 14 of the GDPR shall be provided in advance because of the specific processing activities.

## 5 SERVICES

Services offered:

### 5.1 SMS/MMS

Mexedia offers its customers SMS/MMS service, Corporate SMS - pursuant to AGCOM Resolutions 8/15/CIR, 42/13/CIR; 12/23/CIR and subsequent amendments and additions.

### 5.2 Intelligent Network Platform Services

Non-Geographical Numbers with a package of Intelligent Network services with which the customer can configure individual numbering according to his needs.

### 5.3 Non-geographical numbering

Mexedia offers its customers the possibility of having numbering on third-party infrastructure. There are two types of numbering:

- NNG 800 numbers and national NNG VAS numbers.

## 6 PUBLICATION AND VALIDITY OF THIS CHARTER OF SERVICES

The Service Charter is made available to customers prior to the execution of the contract, indicating the Internet path <https://mexdiaon.com/it/products.services> where it can be found.

## 7 POINTS OF CONTACT

For any needs, you can contact Mexedia S.p.A. via:

1. telephone: +39 06 94502581

- Monday to Friday, 8.30 a.m. to 12.30 p.m. and 2 p.m. to 6 p.m.;
- contact link: <https://mexediaon.com/en/contact/>
- mail: Mexedia S.p.A., Via di Affogalasio 105 Rome



