



GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. Preamble and definitions

1.1 Preamble

STEL s.r.l. is a company that provides high-tech communication services. Specifically, through agreements with its commercial and technological partners, it is capable of installing and activating electronic communication networks that enable high-speed data transmission, acting as broadband data transmission systems, namely: FWA (Fixed Wireless Access) the fiber reaches a Stel s.r.l. radio distribution tower (BTS), and the signal is received by an antenna installed on the user's building; FTTC (Fiber to the Cabinet) the optical fiber reaches an external cabinet nearby, and from there to the user's building via a telephone copper pair; FTTH (Fiber to the Home) the optical fiber connection reaches directly into the user's building. STEL s.r.l.'s operations are lawful and authorized by legislation. The equipment used to provide the services (such as firewalls, data encryption systems, antivirus systems, indoor and outdoor wireless systems, etc.) complies with legal and safety standards as required by both national and international regulations. All the equipment used, which is owned by STEL s.r.l., is approved by the Ministry and has the required official authorization. The services offered are primarily intended for business clients, as the application methods, required equipment, and potential uses of the services are best suited for business purposes. In this regard, it is noted that the client may use the services provided by STEL s.r.l. for business purposes, as provided for by Legislative Decree of August 1, 2003, published in the Official Gazette on September 15, 2003 (Communications Code). The client will only be required to obtain ministerial authorization if the specific use of the service demands it.

1.2. Definitions

STEL s.r.l.: the contracting company responsible for providing the Service, named STEL s.r.l., with registered office in Gambulaga (FE), Via Verginese 24/B, VAT No. 01177820386. Client: the contracting party, possessing legal personality, whose exact details are more specifically identified in the Service Contract (hereinafter "S.C.") forming part of this contractual document, which, once duly signed, constitutes an integral and substantive part thereof. Party or Parties: impersonally, separately, or jointly, STEL s.r.l. and the Client. Contract: jointly, these General Terms and Conditions, duly signed by both parties, and the Subscription Form, duly completed in all its parts and signed by the Client. Service: the bidirectional broadband wireless connection service intended for data transmission, provided in accordance with the characteristics specified in more detail in the S.C. It is noted that, since the Service may have multiple potential applications and can be delivered in various ways, a precise identification of the Service must be made through the Service Contract, which therefore defines and limits its actual content. It is expressly stated that the Service is provided exclusively for private use and/or for purposes strictly related to the Client's business activities. Recurring Fee: a continuous economic payment obligation borne by the Client, to be made in accordance with the terms specified in the S.C., intended to ensure timely provision of the Service by STEL s.r.l. Installation Fee: a one-time economic payment to be made by the Client in favor of STEL s.r.l., under the terms specified in the Service Contract, covering the reimbursement of installation costs for the equipment. Activation Fee: a one-time economic payment to be made by the Client in favor of STEL s.r.l., under the terms specified in the Subscription Form, representing a contribution for the use of the equipment and partial coverage of the costs related to the activation of the Service, to be paid at the time the Service is activated. Deactivation Fee: a one-time economic payment to be made by the Client in favor of STEL s.r.l., under the terms specified in the S.C., representing a contribution for covering the costs of uninstalling the equipment, to be paid at the time of deactivation of the Service—only in the event that termination of the Contract occurs at the Client's initiative or for reasons attributable to the Client. Equipment: the set of technical products necessary for the correct provision of the Service, including but not limited to: firewalls, data encryption systems, antivirus systems, indoor and outdoor wireless systems, etc. Electronic Communications Code: Legislative Decree of August 1, 2003, implementing Directives 2002/19/EC, 2002/21/EC, and 2002/22/EC, published in the Official Gazette on September 15, 2003.



2. Subject of the Contract – Preparatory Activities Included in the Contract

2.1 By signing the Contract, STEL s.r.l. undertakes to provide the Service to the Client on a continuous and uninterrupted basis, except as otherwise specified below.

2.2 It is the explicit obligation of STEL s.r.l. to carry out, at its own expense, all preparatory activities necessary to enable the Client to fully utilize the Service.

2.3 Preparatory activities are understood to mean the verification of the hardware and software tools provided to the Client, to ensure the proper use of the Service.

2.4 Preparatory activities also include the installation and commissioning of the Equipment, which are the responsibility of STEL s.r.l. In the event that an aerial platform is used during installation, maintenance, or disinstallation, the cost will be borne by the Client, even if the service is performed through STEL s.r.l.

2.5 It is specified that the type of contract for the services provided by STEL is a supply contract, governed by Article 1677 of the Civil Code, and does not constitute a contract for works (appalto).

2.6 Subject to any technical impediments not attributable to STEL s.r.l. and/or any cases of force majeure or unforeseeable events, STEL s.r.l. commits to activating the service within the following timeframes: FWA: within 20 working days from the approval date; FTTC: within 25 working days from the approval date; FTTH: within 45 working days from the approval date, subject to the availability of fiber optic in the area.

2.7 Each public static IP address assigned by STEL s.r.l. to the Client remains the exclusive property of STEL s.r.l. and its use is granted only for the duration of the contract. Upon termination of the contract for any reason, the use of such IP address will be automatically terminated. STEL s.r.l. also reserves the right to use dynamic IP addresses under the CGNAT scheme.

2.8 The Client acknowledges and accepts the existence of the electronic service operation log (LOG) compiled and stored by STEL s.r.l. or authorized third parties. The LOG's content is strictly confidential and may only be disclosed upon request by the competent authorities. To accurately identify the connection source, the Client acknowledges that the Service Provider identifies the user at the time of connection via a unique user identification code.

2.9 Regarding telephone traffic, the Client must act in good faith and use the service properly, refraining from seeking advantages beyond personal use of the service. For example, the Client must not use artifices to obtain or provide to third parties other numbers, credits, or traffic allowances. In all cases of unauthorized use, STEL s.r.l. reserves the right to suspend the Service or charge the Client for traffic not properly billed, without prejudice to the right to take other protective measures. Entities operating Call Centers, Telemarketing, data transmission, fax, remote surveillance, or services causing abnormal traffic in direction or volume may not benefit from any offer or flat-rate tariff plans.

3. Preparatory Activities – Contractual Exclusions

3.1 In the event that, for the proper provision of the Service, following the verification mentioned in the previous Article 2.3, interventions on the Client's telecommunications network and/or the installation of dedicated equipment, different from the Equipment, are required, STEL s.r.l. will promptly notify the Client.

3.2 The related interventions or installations may be carried out by the Client or by STEL s.r.l., as may be specified in the Service Contract (C. di S.). However, such interventions and/or installations do not form part of the Contract and, if performed by STEL s.r.l., will be subject to separate billing.

3.3 If the activities on the network and/or the installation of said equipment are carried out by STEL s.r.l., the Client will, at their own expense and responsibility, provide and prepare the dedicated spaces in accordance with the instructions received.

3.4 In particular, the Client must ensure that their systems are compliant and compatible with the equipment potentially provided by STEL s.r.l., guaranteeing that the electrical power system and the related grounding are in compliance with current regulations.

3.5 The Client must notify STEL s.r.l., before the installation activities begin, of any architectural or other constraints related to the spaces designated for the installation of the equipment.

3.6 It is also specified that the following activities are excluded from the Contract during the installation and activation of the Service: masonry work, adaptation or expansion of the existing electrical wiring, laying of



external or in-wall conduits, supply and installation of masts, poles, and support brackets, as well as the provision and use of scaffolding or aerial platforms that may be necessary for positioning or reaching the mounting point of the equipment. Interventions requested by the Client on equipment owned by the Client (such as computers, wireless routers, and other devices) are also excluded and may be carried out by qualified personnel, but will be considered outside the scope of the contract, with costs specified in the Service Contract (C. di S.).

4. Ownership of the Equipment – Usage Guidelines

4.1 It is understood that the entire set of Equipment remains the exclusive property of STEL s.r.l., which grants it to the Client solely on a loan-for-use basis and for the exclusive purpose of enabling the Client to use the Service.

4.2 STEL s.r.l. will therefore have the right to request the return of the Equipment at the end of the Contract, according to the procedures specified below. Accordingly, unless otherwise indicated in the General Terms and Conditions of the Contract, the provisions of Articles 1803 and following of the Civil Code shall apply with regard to the use of the Equipment.

4.3 As a guarantee for the proper fulfillment of the Client's obligations regarding the custody of the Equipment and the return obligations specified in Article 6.3 below, the Client shall pay STEL s.r.l. a monthly amount as established in the Service Contract.

4.4 STEL s.r.l. will be responsible for repairing and replacing the Equipment installed at the Client's premises and will also carry out, at any time, changes in the configuration or setup of the Equipment, as well as all necessary checks and inspections that it deems appropriate. For this purpose, the Client shall allow access to STEL s.r.l. personnel or third parties appointed by STEL s.r.l. to the premises where the Equipment is installed.

4.5 The Client agrees not to deactivate the power to the antenna(s) for the entire duration of the contract, except in the case of electrical faults, to allow STEL s.r.l. to perform remote software updates essential for ensuring the proper functioning of the connection and to avoid interrupting any other users connected to the Client's installation. If the power supply to the equipment is interrupted, its proper functionality cannot be guaranteed. If the Client needs to deactivate the power supply due to holidays or other reasons, they agree to notify STEL s.r.l. in advance so that the company can implement alternative solutions to ensure signal continuity.

4.6 After 180 days from the installation date, if a fault occurs that cannot be resolved by phone and requires an on-site visit by the company's personnel or a designated technician at the Client's premises, STEL s.r.l. will charge the Client, who has not signed a comprehensive support contract, a call-out fee of €50.00 plus VAT. However, the defective equipment will be replaced free of charge, as it remains the property of STEL s.r.l.

5. Duration of the Contract – Termination – Charges for Early Termination

5.1 The Contract, which begins on the date of signing specified in the Service Contract, is considered signed for an initial minimum period of 2 (two) years and will be automatically renewed for the same period unless a termination notice is given by the terminating party with at least 90 (ninety) days' advance notice before the expiration date. The notice must be sent to the other party via registered mail with return receipt, to the known addresses, which are, for the Client, the address specified in the Service Contract, and for STEL s.r.l., the address specified in these General Terms and Conditions, or by certified email (PEC) at amministrazione@cert.stel.it. It is specified that for seasonal contracts, SUMMER contracts are from May 1 to October 31, and WINTER contracts are from November 1 to April 30. The duration of all seasonal contracts is understood to be 2 (two) complete seasons.

5.2 During the notice period, both parties are obligated to comply with the contractual conditions agreed upon, without exception.

5.3 Failure to comply with mutual contractual obligations during the notice period will entitle the compliant party to demand compensation for damages incurred from the non-compliant party.



5.4 The Client has the option to terminate the Contract before its expiration and any subsequent renewals (following the procedures outlined in point 5.1). In the case of business contracts, the Client must still pay STEL s.r.l. a flat-rate reimbursement fee, calculated as the difference between the unpaid fees before the contract's expiration or renewal and the value of 1 (one) year's worth of fees (if this value is less than the unpaid fees before the expiration of the contract). Since the Periodic Fee is paid in advance every two months to STEL s.r.l., unless otherwise agreed, the Client is required to pay this flat-rate reimbursement at the time of the last invoice payment received. This payment is necessary to cover the cost of the equipment used at the Client's premises in case of early termination, in accordance with the provisions of Resolution 487/18/CONS-AGCOM. In any case, STEL s.r.l. will obtain from the Client any other amount due as a result of the failure to comply with any promotional conditions applied from time to time.

6. Return of Equipment – Penalties for Failure to Return

6.1 Upon expiration of the contract or in the event of termination, customers who have subscribed to the Flash and Cwave contracts are obligated to uninstall, pack, and return the equipment provided on loan (router and antenna) within 30 days, at their own expense, by shipping it to STEL's offices (for Sardinia: Via Angola, 14 – 07026 Olbia (SS), office hours 9/13-14.30/18.30 – for Emilia Romagna/Veneto: Via Verginese, 24/b – 44015 Ferrara (FE), office hours 8:30/12:30-13:30/17:30).

In the event that the equipment is not returned or shows damage beyond normal wear and tear, STEL reserves the right to charge the customer the value of the unreturned equipment or the repair costs, up to a maximum of € 250.00.

6.2 In the case of contract expiration or termination of Dwave and Gwave contracts, the disinstallation and recovery of the antenna and router will be carried out by STEL, which will charge the customer an amount of € 250.00 + VAT for this intervention.

7. Obligations of STEL s.r.l. - Limitations of Liability

7.1 STEL s.r.l. guarantees the Customer continuous and correct use of the Service, along with the proper functioning of the Equipment, in accordance with the characteristics specified in the Service Contract.

7.2 STEL s.r.l. also guarantees the timely execution of the preparatory activities referred to in the previous Article 2 and, if necessary, those in the previous Article 3.

7.3 STEL s.r.l. commits to start providing the Service within forty working days from the date of signature of the Contract, unless a different specification is contained in the Service Contract.

7.4 In the event of service interruption due to technical reasons, STEL guarantees the proper restoration of the Service, concerning only primary systems, better defined as backbones and distribution POPs, within two working days from the moment the malfunction is reported. If the connection issues are not attributable to STEL s.r.l. but to third-party structures (e.g., National BUL Network), the intervention times for maintenance will be those determined by the third-party provider.

7.5 Assistance – Requests for assistance or reports can be made by calling the toll-free number 800978556 or by filling out the form within the customer area accessible via our website, the STEL app, or the link: clientistel.it.

7.5a The Customer may file complaints regarding malfunctions or inefficiencies of the service, non-compliance with contractual terms, or failure to meet the commitments outlined in this Service Charter. Such complaints can be communicated to STEL S.r.l. through one of the following channels:

- By registered mail to the following address: (44015) Gambulaga (FE), Via Verginese 24/b
- By email to: reclami@stel.it
- By phone to the following toll-free number: 800978556



STEL S.r.l. commits to ensuring a quick and thorough evaluation of received complaints and providing a prompt and comprehensive response to the Customer. The time frame for resolving complaints will not exceed thirty (30) days from receipt of the complaint. The date of receipt by STEL S.r.l. of the complaint, sent by any of the above-mentioned channels, will be the reference for the start of this period.

STEL S.r.l., using the same communication channels utilized by the Customer, will inform the Customer of the outcome of the complaint. In case of acceptance, STEL S.r.l. will specify the actions and/or measures taken to eliminate the identified irregularities/service disruptions, and will also provide compensation for any damages caused, according to the criteria outlined in Article 8 of this Service Charter. In case of rejection, STEL S.r.l. will provide a satisfactory explanation for the rejection, including all investigations conducted. In the interest of transparency, STEL S.r.l. commits to ensuring the electronic traceability of complaints for the duration of their resolution.

7.6 In the case of a Dedicated or Guaranteed Band contract, the notification can be made to the Business Premium Assistance address (premiumassistance@stel.it) or via SMS: +39 346 1154197 or by phone: +39 0532 1673140.

7.7 STEL S.r.l. may interrupt the Service for "technical stop" to carry out necessary routine and/or extraordinary maintenance for the correct functioning of the Equipment. The "technical stop" will be communicated to the Customer via notice on the website www.stel.it

at least 48 hours in advance, and STEL S.r.l. must indicate the duration of the stop. The "technical stop" will be carried out in such a way as to cause the least possible inconvenience to the Customer. For customers with Dedicated and Guaranteed Band contracts, the "technical stop" will also be announced via email.

7.8 The Customer acknowledges that STEL S.r.l. will not be held responsible in any way for the unavailability of the Service caused by force majeure, tampering, vandalism, interventions on services or Equipment performed by the Customer, or by third parties not authorized by STEL S.r.l., or in the case of incorrect use of the Service by the Customer.

7.9 By way of example, force majeure causes include events that are unforeseeable and beyond control, caused by natural phenomena or third parties, such as, but not limited to, natural disasters, lightning, fires, explosions, extraordinary weather events, acts of vandalism, sabotage, etc.

7.10 STEL S.r.l. will not be held responsible for malfunctions and/or interruptions of the Service resulting from the Customer's failure to comply with safety, fire prevention, and accident prevention regulations, etc., and/or for the improper use of the Service.

7.11 STEL S.r.l. also reserves the right to suspend the provision of the Service at any time and without prior notice if such use causes damage or disruption to third parties due to improper usage, or violates legal or regulatory norms, without prejudice to any further legal remedies.

7.12 STEL S.r.l. guarantees the following minimum guaranteed bandwidth (BMG):

- Private User FWA Contracts - BMG 1 Mbps
- Business User FWA Contracts - BMG 1 Mbps
- Business User Dedicated Band Contracts - BMG 50% of the selected profile
- Guaranteed Band User Contracts - BMG 95% of the selected profile
- FTTC User Contracts - BMG 1 Mbps
- FTTH User Contracts - BMG 15 Mbps

8. Obligations and Responsibilities of the Customer

8.1 The Client is required to provide, at the time of completing the Service Contract, the technical data requested by STEL S.r.l., assuming full responsibility.



8.2 Any malfunction of the Service attributable to inaccurate technical data provided by the Client cannot in any way be attributed to STEL s.r.l.

8.3 The provision of the Service is guaranteed only for the hardware, software, and telephony configuration indicated at the time of the signing of the Service Contract.

8.4 The location where the Service is to be provided will be specified in the Service Contract.

8.5 The Client is also required to maintain the efficiency of the necessary hardware, software, and telephony equipment to ensure the proper functioning of the Service, and to take due care in safeguarding the Equipment, as outlined in the previous Article 4.

8.6 The Client assumes full responsibility for the consequences arising from the use of equipment other than the Equipment provided, aimed at using the Service, which does not comply with the applicable regulations or lacks the necessary approvals.

8.7 The Client is also responsible for the consequences of any tampering or intervention of any kind performed on the equipment and/or instruments necessary for the proper functioning of the Service, whether carried out by the Client or by third parties not authorized by STEL s.r.l.

8.8 The Client agrees to allow only STEL s.r.l. or its designated third parties to perform any work on the Equipment and any other necessary instruments to ensure the proper functioning of the Service.

8.9 Similarly, any changes in the Service's configuration or structure must be requested by the Client exclusively from STEL s.r.l. After verifying the feasibility of the requested changes, STEL s.r.l. will communicate the timeline and costs for the implementation of those changes.

8.10 The Client is also informed that the use of the Service is, according to applicable laws, free, provided that it complies with the authorized use for which it has been approved.

8.11 The Client assumes full responsibility for the contents and forms of the communications transmitted through the Service and agrees to indemnify STEL s.r.l. from any claims, actions, or exceptions that may be made by third parties against STEL s.r.l. in this regard.

8.12 The Client retains full ownership of the information transmitted through the Service, assuming full responsibility for the content of such information, expressly relieving STEL s.r.l. from any responsibility or obligation to verify and/or monitor it.

8.13 Therefore, STEL s.r.l. is expressly excluded from any responsibility for any information disclosed by the Client through the Service.

8.14 The Client agrees to indemnify and hold STEL s.r.l. harmless from any losses, damages, liabilities, costs, and expenses, including potential legal fees, that may be suffered or incurred by STEL s.r.l. as a result of any failure by the Client to comply with the obligations and warranties outlined in this article, or in connection with the transmission of information through the Service, even in the event of damages claimed by third parties for any reason.

8.15 The services provided by STEL s.r.l., such as access to the Internet and/or interconnection with other communication networks, cannot be transferred to third parties without the express consent of STEL s.r.l.

8.16 It is therefore reiterated that the Client is expressly prohibited from transferring the service to third parties, either for free or for a fee, temporarily or permanently, without the consent of STEL s.r.l. and without the necessary legal authorizations.

9. Fees and Payment Methods – Late Payment Interest

9.1 The Client shall pay STEL s.r.l. the amounts specified in the Service Agreement, as the Periodic Fee, Activation Fee, and, if applicable, the Deactivation Fee.

9.2 The payment methods and terms will be those specified in the Service Agreement. Invoices will be issued on a bimonthly advance basis, unless otherwise agreed upon in the Service Agreement.

9.3 Billing for the Service begins from the moment of the successful installation and the related certification of the installation.

9.4 Failure to pay the amounts due by the due date will entitle STEL s.r.l. to suspend the provision of the Service.

9.5 In case of non-payment, the suspension will occur no earlier than 15 days after at least two email notices have been sent to the email address specified in the signed Service Agreement.



9.6 If the Client makes the payment and notifies STEL s.r.l. via email at amministrazione@stel.it or via WhatsApp at +39 346 3889507, the service profile will be restored within 24 business hours. If no notification is provided, STEL s.r.l. will restore the profile upon receipt of the bank transfer. STEL s.r.l. reserves the right to terminate the contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to any further legal remedies.

9.7 In case of late payment, STEL s.r.l. may charge the Client a late payment fee as specified by Legislative Decree 231/02.

9.8 STEL s.r.l. will detail in the invoices sent to the Client any delays in payment and the corresponding amount of late payment fees charged.

10. Termination of the Contract by Right

Notwithstanding the cases of contract termination under Article 1456 of the Civil Code, as outlined in Articles 9.6 and 11 of the Contract, the contract shall be automatically terminated upon the occurrence of any of the following circumstances:

- The Customer has experienced, due to non-payment of the agreed fees, the interruption of the Service at least 3 times within a single calendar year;
- The Customer is registered, at a time subsequent to the signing of the Contract, in the register of protested bills;
- The Customer or STEL S.r.l. becomes subject, at a time subsequent to the signing of the Contract, to enforcement procedures regarding movable and/or immovable property;
- The Customer or STEL S.r.l. becomes subject, at a time subsequent to the signing of the Contract, to bankruptcy or insolvency proceedings.

11. Express Termination Clause

STEL s.r.l. and the Customer reserve the right to terminate the Contract pursuant to and for the purposes of Article 1456 of the Civil Code, with a simple written notice to be sent by registered letter with acknowledgment of receipt, solely in the event of non-compliance with the obligations contained in Articles 2.1, 4.2, 5.2, 7.1, 8.6, 9.1, and 9.6 of the Contract.

12. Inapplicability of the Provisions for Consumer Protection

The Parties mutually acknowledge that, with regard to business contracts, the Contract is entered into for purposes related to their business activities. Therefore, the applicability of the provisions set out in Articles 1469-bis et seq. of the Civil Code (Title XIV-bis) is expressly excluded, as well as any other special provisions established by law for the protection of consumer rights.

13. The exclusive competent court

For any dispute that may arise regarding the interpretation, execution, or termination of the Contract, the exclusive jurisdiction shall lie with the Court of Ferrara

The customer, after having carefully read clauses no. 3, 4, 5, 6, 7, 8, 9, 10, 11 declares that he has understood their content and approves them unconditionally.

STEL

COSTUMER



Personal Data Processing Information (pursuant to Article 13 of EU Regulation 2016/679)

This notice describes how STEL S.r.l. processes the personal data of its clients in accordance with the applicable data protection laws, with specific reference to Regulation (EU) 2016/679 ("GDPR").

1. Data Controller and Data Protection Officer (DPO)

The Data Controller of your personal data is:

STEL S.r.l.

Legal Address: Via Verginese, 24/B – 44015 Gambulaga (FE), Italy

Email: amministrazione@stel.it

Tel: +39 0532 55586

Given the nature of its activities, which involve large-scale processing of specific categories of data (traffic data), the Data Controller has appointed a Data Protection Officer (DPO), who acts independently and whom you can contact for any issues regarding the processing of your personal data and the exercise of your rights. The DPO's contact details are: Email: dpo@stel.it

2. Principles Applicable to Processing

The processing of your personal data will be based on the principles of lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality, as established in Article 5 of the GDPR.

The Data Controller is responsible for ensuring compliance with these principles and is able to demonstrate it ("accountability").

3. Categories of Personal Data Processed

As part of the contractual relationship, the Data Controller collects and processes the following categories of personal data:

- **Identification, personal, and contact data:** name, surname, tax code, residence and installation address, phone numbers, email addresses.
- **Contractual and billing data:** data related to the subscribed services, payment data (e.g., IBAN), solvency information, and payment history.
- **Telecommunication traffic data:** data necessary to route a communication on an electronic communication network or for its billing. These data, whose content is always excluded from processing, include, for example, IP addresses (dynamic or static), connection logs (date, time, duration of connection), data volume exchanged, and the service used. These data are processed in compliance with the confidentiality of communications and sector-specific regulations.

4. Purposes of Processing and Legal Basis

Your personal data are processed for the following purposes:

A) Contractual and Legal Purposes (Mandatory Provision)

The processing of these data is necessary for the conclusion and execution of the contract and for compliance with legal obligations. Refusing to provide such data would make it impossible to activate and provide the requested services. Consent is not required for these purposes.



- **Management of the contractual relationship:** for the activation, provision, and management of Internet connectivity services, including technical support.
 - Legal Basis: Execution of a contract to which you are a party (Art. 6, para. 1, letter b) GDPR)
- **Billing and payment management:** for issuing invoices, managing collections, and accounting for consumption.
 - Legal Basis: Execution of a contract (Art. 6, para. 1, letter b) GDPR).
- **Compliance with legal obligations:** to comply with tax, accounting, administrative, and other legal obligations to which the Data Controller is subject. This includes sharing data with competent authorities when required by law or a legitimate order
 - Legal Basis: Compliance with a legal obligation (Art. 6, para. 1, letter c) GDPR).

B) Purposes Based on the Data Controller's Legitimate Interest (with Right to Object)

These processing activities are carried out based on the legitimate interest of the Data Controller, balanced with your rights and freedoms. You have the right to object to these processes at any time.

- **Network and service security:** to ensure the security of networks and information systems, i.e., the ability to withstand unforeseen events or illegal acts that may compromise the availability, authenticity, integrity, and confidentiality of data. This includes measures to prevent cyberattacks (e.g., "Denial of Service" attacks) and the spread of malicious code, in line with obligations arising from specific regulations such as Directive (EU) 2022/2555 (NIS2).
 - Legal Basis: Legitimate interest of the Data Controller (Art. 6, para. 1, letter f) GDPR) and compliance with legal obligations.
- **Credit protection and fraud prevention:** to assess reliability and solvency and to prevent the illegal use of services.
 - Legal Basis: Legitimate interest of the Data Controller (Art. 6, para. 1, letter f) GDPR).
- **Defense in legal proceedings:** to ascertain, exercise, or defend a right of the Data Controller in judicial proceedings.
 - Legal Basis: Legitimate interest of the Data Controller (Art. 6, para. 1, letter f) GDPR).

C) Purposes Based on Your Consent (Optional Provision)

These processing activities are only possible with your explicit and voluntary consent. Refusal to provide consent does not affect the provision of services. You may revoke your consent at any time.

- **Direct Marketing:** to send you promotional communications about the Data Controller's products and services, via email, SMS, or phone.
 - Legal Basis: Your consent (Art. 6, para. 1, letter a) GDPR).
- **Satisfaction Survey:** to carry out surveys on the quality of the services provided.
 - Legal Basis: Your consent (Art. 6, para. 1, letter a) GDPR)

5. Processing Methods and Security Measures

The processing is carried out using IT and telematic tools, with logic strictly related to the specified purposes and in a manner that ensures the security and confidentiality of the data. The Data Controller adopts appropriate technical and organizational measures to ensure a level of security appropriate to the risk (Article 32 GDPR), with particular attention to traffic data, for which high safeguards are implemented, including strong authentication systems and encryption techniques for access by authorized personnel, as required by supervisory authorities.



6. Data Retention Period

The data are retained for a period not exceeding the achievement of the purposes for which they are processed, in compliance with the principle of storage limitation.

Specifically:

- **Contractual and Administrative Data:** for the entire duration of the contract and, after termination, for 10 years to comply with fiscal and legal retention obligations.
- **Traffic Data for Billing Purposes:** for a maximum period of 6 months from the date of billing, unless disputes justify further retention.
- **Traffic Data for Crime Detection and Prosecution Purposes (Data Retention):** in compliance with specific legal obligations, we are required to retain telecommunication traffic data (excluding contents) for the purpose of combating serious crime. Such retention is carried out for the periods established by the applicable national laws (currently, 12 months for telecommunication traffic, unless different legal provisions apply). This obligation is applied in strict adherence to the principles of European Union law, as interpreted by the Court of Justice, which prohibits generalized and indiscriminate retention and requires that access to such data by authorities is allowed only for the fight against serious forms of crime and with prior authorization from a judicial or independent authority. Violations of these retention terms are subject to specific penalties.
- **Data for Marketing Purposes:** until the withdrawal of your consent or, in the absence of consent, for a maximum of 24 months from the last meaningful contact.

7. Data Communication (Recipients)

Your data may be communicated to third parties acting on our behalf, appointed as Data Processors (Article 28 GDPR), or as independent Data Controllers. The categories of recipients include:

- Companies providing installation and technical maintenance services.
- External consultants (fiscal, legal).
- Credit recovery companies.
- Financial institutions for payment management.
- Judicial Authorities and Law Enforcement: We will communicate data only in the presence of a valid order or request required by law, within the scope of investigations and prosecution of crimes.
- Intellectual Property Rights Holders: In the case of alleged violations (e.g., illegal file-sharing), traffic data may be communicated to third parties holding rights only after an order from the Judicial Authority, issued in accordance with the necessary balance between the right to data protection and intellectual property rights, as required by EU law.

Your personal data will not be subject to dissemination.

8. Transfer of Data Abroad

Your personal data are processed within the European Economic Area (EEA). Any transfer to third countries will only occur in the presence of adequacy decisions by the European Commission or other appropriate guarantees as provided by the GDPR (e.g., Standard Contractual Clauses).

9. Your Rights

You can exercise at any time the rights provided by Articles 15 and following of the GDPR by contacting the Data Controller or the DPO at the provided contact details. You have the right to:

- **Access:** obtain confirmation of processing and a copy of your data.
- **Rectification:** correct inaccurate data.



- **Deletion (Right to be Forgotten):** obtain deletion of data that are no longer necessary, if you have withdrawn consent, or if the processing is unlawful, subject to legal exceptions.
- **Restriction:** obtain restriction of processing in certain circumstances.
- **Portability:** receive the data you provided in a structured, readable format and transmit it to another controller.
- **Objection:** object at any time to processing based on legitimate interest for reasons related to your particular situation. For direct marketing, the objection is always possible and without the need for justification.
- **Withdrawal of Consent:** withdraw consent given for the purposes listed in point 4.C.
- **Lodge a Complaint:** file a complaint with the Supervisory Authority (Italian Data Protection Authority, www.gpdp.it).

10. Specific Information for Additional Services (e.g., Public Wi-Fi)

If you use our connectivity services via public Wi-Fi hotspots, additional data (e.g. device MAC address) may be processed for the strictly necessary time to provide the service, in compliance with the principles of minimization and the specific guidelines of the Data Protection Authority. A dedicated notice will be provided to you at the time of first access.

11. Modifications to the Notice

The Data Controller reserves the right to update this notice. Any changes will be made known through publication on the company's website or other communication channels.

Form for the Expression of Optional Consents

The undersigned, having read and understood the information provided above, aware that consent is optional and can be revoked at any time, and that refusal to consent does not affect the provision of the contractual services, gives their consent for the following purposes:

1. Direct Marketing

To receive promotional and advertising communications about products and services from STEL S.r.l. via email, SMS, phone, or mail.

☐ I consent ☐ I do not consent

2. Satisfaction Survey

To participate in surveys regarding the quality of services provided and the level of customer satisfaction.

☐ I consent ☐ I do not consent

Date, _____

Customer's Signature _____