



TERMS AND CONDITIONS FOR THE SUPPLY OF VOIP SERVICE

Art. 1 – Object

The following terms and conditions regulate the supply of the services offered by VOVERC S.r.l. (following “VOVERC”), having its registered office in Rome, via Luigi Lilio 59, VAT number 13268971002, to the User, either entrepreneur or consumer, fully according to the laws, with particular regard to the legislative decree 206/2005 and its following edits.

Art. 2 - Technical features of VoIP Service

2.1 The VoIP Service allows the User to make and/or receive national and international vocal communications (as well as, if available, video communications and other communication services), through the VoIP (Voice Over Internet Protocol) technology, with the technical features of supply, access and use of the service, as further described.

2.2 The activation and the supply of the VoIP Service require an adequate net connection or other technologies of packet switched data communications. Without such adequate connection, VOVERC does not guarantee the availability and the quality of the VoIP Service, and shall not be liable for the consequent unavailability or malfunctioning.

2.3 The Service may be configured for landline telephone use through preconfigured devices, as well as personal computers, notebooks or similar devices with headphones and microphone, through a software supplied by VOVERC and after configuration of the devices.

2.4 The access and the use of the VoIP Service is granted throughout an authentication procedure, with an identification code of the User (User name) and a keyword (password/PIN code) the disclosure of which may allow third parties to use the Services in the name of the User. Therefore, the User must guard the password/PIN with the maximum security, and will be directly responsible for any damage caused to VOVERC or third parties by the improper use of the key or password, both made by the User or by third parties.

2.5 The User acknowledges that the use of the VoIP Service will not be possible in case of electricity lack, with complete exclusion of liability for VOVERC.

2.6 The VoIP Service does not include the services of carrier selection and carrier preselection.

2.7 VOVERC assigns to the User a number of the National Numbering Plan. For each geographical number (i.e. first number 0) requested, the User must indicate, under his own responsibility, the domicile where the number will be used. According to the applicable laws, it is possible to assign to the User only geographical numbers that belong to the telephone district of the domicile. In case of use of the assigned number outside of the district, VOVERC will not be liable.

2.8 The User acknowledges that the assignment of phone numbers is conditional on the obtainment by VOVERC of the consent to the process of his personal data, necessary to fulfil the obligations in terms of privacy, telephone books and prevention and repression of crimes.

2.9 The User acknowledges that, to the date of signing of the present contract, the VoIP Service does not allow emergency calls and public utility calls (e.g. 112, 113, 118, etc.), nor other services that need the calling line identification, nor the use of numbers with special pricing (166, 899, etc.). If any of the above services becomes available for the VoIP Service, VOVERC will warn the User.

Art. 3 – Conclusion of the Contract

3.1 The User connects to the VOVERC site (<http://www.voverc.com>), and follows the access procedures, inserting all the data requested by VOVERC, then selects the products and conditions of interest and gives his consent to enter into contract accepting the present terms and conditions by electronic means and taking view of the further contractual documents available (directly or through specific links).

Following the receipt of the order by electronic means, and following the necessary technical and commercial checks, VOVERC will send to the User, via mail or other way to be agreed, all the necessary technical/administrative information regarding the undersigned service.

In that case, the Contract will be concluded following the acceptance by electronic means of the terms and conditions. The activation of the Service, in that case, must be considered as notice of execution under art. 1327 c.c. VOVERC reserves the faculty to send the undersigned contractual documents or a communication of activation of the Service.

3.2 The User, if VOVERC does not already possess those information, in case of request by VOVERC, must communicate his identity, tax code, VAT (in case of

companies or professionals), domicile and residence, and is responsible of the accuracy of the information given. The representatives and/or mandataries of the proposer must give, if requested, proof of their powers.

3.3 VOVERC has the faculty to refuse the proposal, or to make the proposal conditional on the acceptance of limitations of use of the Service (e.g. determining maximum traffic thresholds) and/or specific payment methods, in case of justified reasons.

3.4 The contractual proposal is accepted, and the Contract conclude, when VOVERC will activate and/or ensure the availability of the VoIP Service.

3.5 Regardless of the right of withdrawal under Art. 11, Voverc offers its customers the additional "money-back" guarantee, which must be exercised within the thirtieth day after the signing of the contract, through e-mail to be sent at supporto@voverc.com. In that case, Voverc will refund to the User the amounts payed for subscription as well as the unused phone credit.

Art. 4 - User obligations

4.1 The User undertakes to use, and to make use to authorized third parties, the VoIP Service in compliance to the Contract and the applicable laws. VOVERC may suspend the supply of the Service, limited to the outgoing calls, prior notice sent also by e-mail to the User, in case of violation of the above obligations and the User has not given remedy in the term indicated by VOVERC.

4.2 The User undertakes not to allow the use (also partial) of the VoIP Service by not expressly authorized third parties, and in any case, to third parties who are not employees, professional coworkers, or family members; furthermore, the User undertakes not to resell the Service, fully or partially, to third parties, unless expressly agreed with VOVERC.

4.3 The User undertakes the complete and regular payment of the fees of the VoIP Service.

4.4 The User undertakes not to operate or hack, directly or through third parties, the devices, the software, and any product given by VOVERC for the use of the Service. The User undertakes to use devices that comply with the applicable laws and technical standards, and that possess the minimal requisites indicated by VOVERC for the use of the Service.

4.5 The User undertakes to indemnify and hold harmless VOVERC for any loss, harm, liability, costs, legal fees included, due to violations of the previous articles.

4.6 The User accepts the evidential value of the registers kept by VOVERC, with express and particular regard to those that detail the traffic for the billing.

Art. 5 – VOVERC obligations

5.1 VOVERC undertakes to supply to the User the VoIP Service, for all the duration of the Contract, except for the following cases: (i) early termination of the Contract; (ii) suspension of the Service according to art. 4.1 and 8; (iii) interruptions, suspensions, delays or malfunctioning for reasons not attributable to VOVERC.

5.2 VOVERC undertakes to process with confidentiality the data provided by the User, except for the faculty of VOVERC to send the data to people expressly delegated to fulfil the obligations related to the present Contract and only limited to the purposes of the Service given.

Art. 6 – Devices provided by VOVERC

6.1 For the supply of the VoIP Service, VOVERC, if requested, may provide devices to the User, for sale, rent or free-use for all the duration of the Contract. In that case, the User must organize, at its own expense, his spaces to permit the correct installation of the devices. The User also undertakes to keep and guard with diligence the devices given for free-use or rented, and to use them only for the VOVERC services.

6.2 VOVERC shall not be liable for malfunctioning or possible defects of the devices provided, only undertaking the repairing or substitution of the devices that have manufacturing defects. It is in the sole responsibility of the User the possible damage, malfunctioning or theft of the devices due to reasons attributable to third parties and/or to force majeure or exceptional circumstances.

6.3 At the termination of the Contract, the User, on pain of damage compensation, undertakes to return to VOVERC the devices received for free-use or rent, in good condition and functioning such as they were delivered, except for the normal deterioration.

Art. 7 – Pricing, payment methods and late payment interests

7.1 The Price list shows the fees for the supply of the Service and the devices/software provided by VOVERC, the billing time and the payment methods

Art. 8 – Limitation of liability

8.1 VOVERC shall not be liable, except for willful misconduct or gross negligence, for possible damages caused by disruptions, failed transmission or reception of messages, malfunctioning, bad quality, interruption of the phone service, inefficiency, delays or errors in the transmission and reception of messages.

8.2 In particular, VOVERC shall in any case be liable, since it does not have any control on the public telephone network, for malfunctioning caused by errors in the switching on the public telephone network, that may cause the deliver the calls to VOVERC with an incorrect number of destination.

8.3 VOVERC shall in any case be liable for any damage arising to the User or to third parties for the loss or delay in the delivery of e-mails regarding any of the VOVERC services under the present Contract, following their transmission to an SMTP server of the e-mail of the User.

8.4 VOVERC shall in any case be liable for malfunctioning of the VoIP Services caused by an incorrect/improper configuration of the SIP Client of the User, or of any part of the net, not under the control of VOVERC.

8.5 For the content of the messages the only responsible is the sender, as well as for the calls the only responsible is the caller. VOVERC shall in any case be liable for the content of the messages shared through its services, nor for the calls made by its users. The User undertakes to hold harmless and indemnify VOVERC in connection with any claim and / or action of third parties in regard of the content of the calls or messages.

Art. 9 – Termination

9.1 VOVERC reserves the right to immediately terminate the present Contract, by written notice via e-mail, fax, telegram or registered mail in the following cases: infringement by the User of even just one of the obligations under art. 3.2, 4, 6.1, 6.3, 7, 12, 13.

Art. 10 – Interruptions and other malfunctioning in the Voip Service

10.1 The User acknowledges that VOVERC shall not be liable for damages arising to the User or to third parties as a result of interruptions, suspensions, delays or malfunctioning in the supply of the Service, which occurred for reasons not caused by VOVERC and due to:

- malfunction or technical problems on the net, or unavailability of the Service for reasons attributable to third parties providers of VOVERC;
- lack of electricity;
- tampering on the Service or on the devices of the User not attributable to VOVERC;
- wrong use of the Service;
- malfunctioning or incompatibility of the devices used by the User;

- necessary modifies and/or maintenance interventions. In this case, however, VOVERC will strive to minimize any inconvenience for the User, if possible giving all the information with adequate notice. User acknowledges that VOVERC will not be responsible for any damage due to technically necessary unplanned modifications and / or maintenance.

Art. 11 - Right of withdrawal

11.1 Pursuant to and within the limits of Art. 64 of Legislative Decree 6 September 2005, n. 206, the User who is also a Customer has the right, within 10 working days from the conclusion of the Contract undersigned at a distance, or away from the business premises, to exercise the right of withdrawal, except for the case where VOVERC has already began the supply of the Service with the consent of the consumer User.

The withdrawal must be exercised by written notice to be sent by e-mail to VOVERC at the address indicated in this Agreement. The term for the exercise of the right of withdrawal is of ninety days if VOVERC has failed to give the legal information about the right of withdrawal.

11.2 Following the withdrawal, the User undertakes to refund VOVERC for the costs of activation of the connection, if the activation has been done with the only purpose of the supply of the VoIP Service.

Art. 12 - Assignment of contract and subcontract faculty

12.1 It is forbidden for the User to assign the Agreement to third parties, both free or against payment, temporarily or permanently, without the written consent of VOVERC. In any case, the User is not released from its obligations towards VOVERC.

12.2 VOVERC reserves the right to, and the User from now consents to, assign, fully or partially, this contract to another qualified party.

12.3 Without prejudice to the direct responsibility of VOVERC towards the User for the proper fulfillment of the obligations arising from the Contract, VOVERC may use third parties for the execution of the Contract.

Art. 13 – Intellectual property and user licenses

13.1 If VOVERC has provided to the User software, applications or any other device necessary for the VoIP Service, the related intellectual property rights exclusively

belong to VOVERC or, as the case, to the licensors of VOVERC, and at the termination of the present Contract every user license granted to the User will be considered ceased.

13.2 It is forbidden to the User, without the prior written authorization of VOVERC, to copy, record, or allow third parties to copy or record, fully or partially, the content of the abovementioned software, applications and related user manuals, sell them, both free or against payment, or allow third parties to use them.

Art. 14 – Communications

14.1 The communications from the User to VOVERC regarding the Contract must be sent at the address under art. .. by registered mail, or fax or e-mail at the number and address shown in the Price List, except for the case where the Contract provides a specific form of communication.

14.2 Every communication from VOVERC to the User regarding the Contract will be sent by e-mail, registered mail or fax to the address given by the User, except for the case where the Contract or the applicable laws provide a specific form of communication. The communications given in the billing documents must be considered fully valid.

Art. 15 – Modifications

15.1 The User accepts every modification of the Contract due to legal provisions and/or decisions of the competent authorities.

15.2 With the exception of the immediate application of the modifications under art. 15.1, in case of unilateral modifications decided by VOVERC for occurred technical, economic or administrative needs, as better explained in the modification communication, the User has the right of withdrawal by written notice via registered mail in the term of 30 (thirty) days from the communication.

In such case, the Contract will be considered terminated to the date of receipt of the communication of withdrawal by VOVERC. In absence of communication in the abovementioned term, the modification will be in force from the day following the expiry of the right of withdrawal.

Art. 16 - Applicable law and jurisdiction

16.1 The Contract is governed by the Italian law; the jurisdiction for any dispute resolution belongs to the court of Rome, unless the present Contract has been concluded by a consumer, in which case the jurisdiction will belong to the court where the consumer has its residence at the moment of the conclusion of the contract.



Voverc s.r.l.

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