

## Application Form for Teleassistance Ticket

READ THE FORM AND COMPLETE ALL THE FIELDS MARKED WITH \*

1. Complete all the fields of the application form and send it by email to support@savv.it or by fax to +39.0383.371024.
2. SAVV will send a notification of acceptance to the email address stated by the Customer in the request document (Section- E-mail contacts) with payment details attached.
3. Unless otherwise agreed, payment shall be made by advance bank transfer stating the number of the pre-printed ticket as transfer description.
4. On receipt of payment the SAVV support professional will contact the Customer by e-mail or telephone to agree the date and time of the assistance. In urgent situations it is sufficient to produce a copy of the payment advice.
5. For service Terms and Conditions see Section 5.

Privacy Policy

S.A.V.V. S.r.l. ('SAVV') processes your personal data in compliance with the provisions set out in the EU Regulation 2016/679 ('GDPR'). See Section 5 for further information about personal data protection.

### SECTION 1. Details of the applicant and billing details

Provide details of the person requesting the service. Include billing details if these are different from those of the applicant.

#### Details of the person requesting the service

Title (Mr, Mrs, Ms)	
First Name *	
Last Name *	
Company *	
Address (Line1) *	
Address (Line2)	
Town or City *	
State/Province/Region *	
Postcode *	
Country *	
Telephone no. *	
Fax no.	
VAT Number *	

#### Billing details

☐ Use the details of the person requesting the service

Title (Mr, Mrs, Ms)	
First Name	
Last Name	
Company *	
Address (Line1) *	
Address (Line2)	
Town or city *	
State/Province/Region *	
Postalcode *	
Country *	
Telephone no. *	
Fax no.	
VAT Number *	

### SECTION 2. Selection of service requested

Select the product or service requested.

☐ Product code: Ticket-1H - Quantity: 1 - Unit cost: 105,00 Eur (before VAT) - Total cost: 105,00 Eur (before VAT)

### SECTION 3. Means of payment

State the means of payment.

☐ Advance bank transfer

☐ Other (specify, this requires SAVV's approval)

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#### SECTION 4. E-mail contacts

Indicate the e-mail address to which all communications relating to the service should be sent including payment details and the final result of the support activity. If necessary a second address can be provided to which the final result of the support activity can be sent in copy.

Send all communications relating to the service to this e-mail address \*

Send the final result of the support activity also to this e-mail address

#### SECTION 5. Conditions for the supply of the service

##### 1. DEFINITIONS

In addition to the definitions contained elsewhere in this Agreement the following terms shall have the meanings stated:

SAVV – shall mean SAVV S.r.l. with registered office at Via Palli 2, 27053 Lungavilla (PV) - Italy, registered at no. 621 in the Companies' Register of Pavia, VAT number/tax code 00167980184, acting through its legal representative;

Customer - shall mean the Individual, Company or other legal entity that intends to avail itself of the technical support service that is the object of this supply agreement; (SAVV and the Customer shall hereinafter be jointly referred to as the "Parties" or separately as the "Party");

Equipment – shall mean the hardware devices bearing the SAVV or Datix brand name or third party hardware devices that are supplied by SAVV and are being used at the Customer's premises;

Software - shall mean the software bearing the SAVV or Datix brand name or third party software that is supplied by SAVV and is being used at the Customer's premises.

2. The support service is provided by SAVV against the purchase of a ticket and is performed by telephone communication and/or on-line remote assistance through a direct connection to the Customer's computer.

3. To be able to use the on-line remote assistance service the Customer must have a broadband internet connection (xDSL or optic fibre).

4. The activities covered by the teleassistance ticket are the following:

- re-installation or subsequent installation of Equipment and Software and relative configuration,
- verification/maintenance of Datix archives including creation/recovery of back-up copies,
- installation/verification of Datix USB drivers,
- explanation as to the use of the procedures and resolution of operating issues relating to the use of the Equipment and Software.

5. The activities not covered by the teleassistance ticket are the following:

- initial installation of Equipment and Software and relative configuration,
- data recovery on the Equipment,
- installation/configuration/updating of the operating system,
- removal of viruses and malware,
- configuration of the Customer's network (e.g. routers, switches, firewalls),
- installation/configuration of third party equipment and software not supplied by SAVV,
- in general any activity not relating to the Equipment and Software.

6. The maximum duration of the support session for each single ticket is 60 minutes. The length of the session can be extended in order to complete the activity in progress but only at the sole discretion of the SAVV support professional.

7. The ticket shall be considered to have been fully used even if the length of the assistance session is less than the maximum.

8. The date and time of the start of the session are agreed between the Customer and the SAVV support professional in charge by means of an e-mail confirmation message sent by SAVV to the e-mail address stated by the Customer in the application form.

9. In case of on-line remote assistance support the Customer undertakes to ensure that all the technical conditions regarding its network and target computer needed for the activity to be carried out are fulfilled at the date and time agreed for the start of the support service (e.g. a working internet connection, correct network settings, access to the computer with appropriate permissions, correct configuration of the operating system and any other third party application in use at the time of the intervention).

10. Excluding the case in which the Customer provides appropriate notification to SAVV, with reasonable notice, if at the date and time agreed for the start of the support session, or during the support session, the conditions referred to at point 9 are such as to make it impossible to perform the support activity, at the sole and exclusive discretion of the SAVV support professional, the session will be suspended and considered completed. In this case the teleassistance ticket will in any case be considered to have been fully used and the Customer will have to buy a new ticket and schedule a new assistance session with SAVV.

11. If for reasons due to SAVV it is not possible to begin the support session at the agreed date and time the ticket shall be considered unused and may be re-used by the Customer at a later date.

12. Although every possible effort is made to respond to Customers' requests and arrive at a solution of any problems reported, SAVV provides no guarantee that the information provided is complete or that such solution can be achieved. Excluding the conditions referred to at point 10, if SAVV is unable to resolve the problems reported by the Customer the ticket shall be considered unused and may be re-used by the Customer at a later date.

13. SAVV will communicate the result of the support activity by means of an e-mail message sent to the address stated by the Customer in the application form. If no response is received by SAVV within 24 working hours from the date and time at which it sends the result then such result shall be considered accepted.

14. SAVV shall assume no responsibility for direct, indirect, exemplary, incidental, special or consequential damages or damages of any other kind, regardless of the cause or the attribution of responsibilities, deriving from the support service even if SAVV has been informed as to the possibility that such damages may occur.

15. If the support service requires a direct connection to the Customer's computer (on-line remote assistance), by accessing the service the Customer declares that prior to the performance of SAVV's support activity it has made a back-up copy of the data contained and the applications used in the target computer of the remote connection. Full Terms and Conditions of use of Teamviewer in connection with the remote support activities provided by SAVV may be found at <http://www.savv.it/en/tv-terms-and-conditions.php>

16. The ticket is not refundable.

**17. Prices: all prices are stated before VAT.**

**18. Payment: advance bank transfer, unless agreed otherwise.**

**19. Billing: at the order date.**

##### 20. PERSONAL DATA PROTECTION

Each Party undertakes to comply with its obligations under the laws and regulations and applicable principles on the protection of personal data processed for executing this Agreement and specifically the EU Regulation 2016/679 (the "GDPR").

In respect of the information to be processed in compliance with this Agreement which may be qualified as "personal data" within the meaning of article 4 of the GDPR, as data controller the Customer appoints SAVV as the data processor pursuant to article 28 of the GDPR.

The Customer assures that the personal data to which SAVV may have access for the provision of the service object of this Agreement will be obtained in a proper manner and in compliance with the law, and that it will obtain all the approvals necessary from the persons whose data are processed. The Customer further declares and warrants that it has performed all the mandatory activities that are necessary and appropriate so that without having to carry out any additional measures SAVV can perform all data processing necessary for executing this Agreement. By way of example the Customer declares that it has satisfied the obligation to notify the process of tracking data to the Data Protection Supervisor, that it has obtained any authorizations required from the competent authorities relating to the possible control of the worker, that it has obtained the consent of the person concerned for data processing in the cases where there is no legal exemption and that it has adopted all the necessary internal physical, logical and organizational security measures to avoid any unauthorized access, unpermitted processing or data processing that is in any case not compliant with current laws and regulations.

SAVV warrants that:

- a) the personal data will be processed exclusively in the name of and on behalf of the Customer;
- b) it will process the data solely in accordance with the instructions provided by the Customer;
- c) it has directly or indirectly adopted sufficient technical and organizational measures, including the minimum security measures prescribed by current legislation (article 32 of the GDPR), and all other security measures it deems appropriate;
- d) pursuant to article 33 of the GDPR in case of a personal data breach it will notify the Customer with undue delay after becoming aware of such breach;

e) the recording of, access to and preservation of personal data and any other processing that SAVV or its representatives may need to perform in connection with the Agreement shall be based on the minimum processing needed to perform the Service requested and the personal data will be stored for the time strictly necessary in accordance with the indications provided by the Customer and in any case not beyond the date of the cessation of the Agreement, without prejudice to legal obligations.

In connection with this Agreement SAVV collects and processes personal data relative to the Customer for the purpose of 1) discharging legal and regulatory requirements (e.g. tax and accounting requirements), 2) managing the Agreement from an administrative standpoint, including handling payments and invoices, 3) managing any disputes, including debt recovery. The collection of personal data is necessary for the purposes at points 1), 2) and 3) and in the absence of this it will not be possible to execute the Agreement properly.

Personal data will be processed in hardcopy, electronic and telematic form. Personal data may possibly be communicated to tax, legal or business consultants, banks, public bodies and the public administration or persons and entities entitled by law to receive such information. Further information, including an updated list of such persons and entities that act mainly as autonomous data controllers and of the persons or entities appointed as data processors, as well as the information required to exercise the rights available under articles 15-21 of the GDPR (e.g. the right to confirm or otherwise the existence of such data and to get to know its contents and its origin, verify the accuracy of the data or ask for the data to be supplemented, updated or corrected, or the right to ask SAVV to erase the data, transform the data into anonymous form or block data infringing the law as well as the right in any case to oppose the processing of the data for legitimate reasons), is available at the offices of SAVV which acts as the data controller.

#### 21. GOVERNING LAW – EXCLUSIVE COMPETENT COURT

This Agreement is governed by Italian law. Any dispute arising between the Parties concerning the interpretation or performance of this Agreement shall fall under the exclusive competence of the Court of Pavia – Italy.

PLACE AND DATE OF THIS DOCUMENT \_\_\_\_\_

STAMP AND SIGNATURE \_\_\_\_\_

I explicitly declare that I have read and accept the terms and conditions for the supply of the service (Section 5). Also, I have read and agree to the privacy policy in compliance with the EU Regulation 2016/679 ('GDPR').

STAMP AND SIGNATURE \_\_\_\_\_

SPACE RESERVED FOR SAVV