

# Terms and Conditions

## GENERAL TERMS AND CONDITIONS OF USE OF THE SERVICES OFFERED BY THE "OPEN-ES" PLATFORM

The following General Terms and Conditions (hereinafter, the "**T&Cs**") apply to the use by Users, as defined below, of the services (hereinafter, the "**Services**") available on the OPEN-ES platform (the "**Platform**"), accessible through the URL [www.openes.io](http://www.openes.io) (the "**Site**"), identified and briefly described in the following art. 1, offered by Eni S.p.A. (hereinafter, also "Eni"), operator of the Site. (hereinafter, also "**Eni**"), manager of the Site.

**By using the Services, the User (as defined below) fully accepts these T&Cs; some Services may require acceptance of additional terms and conditions, which will be duly noted.**

**If you are accepting these T&Cs on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to bind such entity to the terms and conditions of this agreement. If you do not have such authority, you may not indicate your acceptance of the terms of these T&Cs on behalf of such entity.**

**By clicking "I ACCEPT," you acknowledge that you have read, understood, and agree to these T&Cs and that you have the authority to bind the company or other legal entity to these T&Cs.**

### 1. Identification of Services

The purpose of OPEN-ES is to provide to the public of visitors or users of the Services present within the Platform, i.e. legal entities (the "**Users**") tools and competences to collect and share experiences and information of sustainability; as well as growth plans through a Development Hub where Users will be able to exchange offers and/or use services and products made available by other Users.

The Services within the Platform, accessible from the Site, are identified, by way of example but not limited to, as follows:

Services offered to Users registered in the Reserved Area ("**Registered Users**")

#### A. User with "My ESG profile" profile:

##### Functionalities

- a) management of the personal data section and of the authorizations granted to other Users to view their own data;
- b) possibility of filling in the sustainability questionnaire and viewing details per question (e.g. score, status);
- c) display of the overall scoring obtained and related details;
- d) display of one's own positioning in relation to the dimensions of the overall scoring;
- (e) display of the development plan;
- f) display of own performance in relation to that of the Platform;
- g) Possibility to publish experiences/success stories on sustainability topics;
- h) viewing of stories/experiences published by other Users;
- i) possibility to rate/comment on stories/experiences published by other Users
- j) possibility to publish questions addressed to the Open-es community on sustainability issues;
- k) possibility to publish answers to questions posed by other Users;
- l) access to the Development Hub.

#### B. User with "My Value-Chain" profile:

##### Functionalities

- a) visualization of the performance of one's own supply chain and its variation over time by assessment area;
- b) display of Users' success stories/experiences;
- c) visualization of the total scoring of its supply chain;
- d) visualization of information on the status of publication of the questionnaire for all suppliers in their supply chain (in accordance with their authorization settings on data visibility);
- e) display of questions and answers published by the Open-es community;
- f) visualization of stories/experiences published by other Users;
- g) possibility to vote/comment on stories/experiences published by other Users;
- h) access to and display of the contents of the Development Hub.

#### C. User with "My ESG Services" profile:

##### Functionalities

- a) publication of advertisements on services/products offered to the Open-es community;
- b) management of the package of services/products offered in the Development Hub.

Eni may expand the range of Services by notifying Users through the Portal.

In this case, these T&Cs will also apply to all subsequent Services, as identified from time to time.

### 2. Methods of providing Services

The Services are offered by Eni or its assignees to the Users. Eni can, at any time, suspend or definitively interrupt the provision of Services, in whole or in part.

Eni does not offer any guarantee that the Services will correspond to the requirements requested by the User; nor does it offer any guarantee of the results expected, hoped for or obtained through their use.

Eni will act with professional diligence in providing the User with its Services and in guaranteeing a safe experience. Eni excludes any responsibility in relation to events outside of its control.

The Services may not be supported by some browsers and/or operating systems on the market or by certain versions of these, and it is the responsibility of the User to identify the correct combination of software and hardware that will allow for an adequate use of the Services.

The Services, as defined above, do not include products/services offered by Users with a Service Provider profile. Eni does not assume any responsibility or provide any guarantees regarding the services/products offered by such Users.

### 3. Access to Services

In order to be able to use the Services indicated in article 1.2, it is necessary to register in the Reserved Area of the Platform, filling in the relevant personal details and accepting the documentation submitted to the User. Registration is reserved exclusively for legal entities. **Eni** requests personal data from the User. The processing of this data will be carried out in accordance with the methods set out in the Privacy Policy available on the Platform (hereinafter, the "**Policy**"), given in accordance with the applicable legislation on the protection of personal data. During registration, Users are asked to accept these T&Cs.

Upon completion of the registration process, the User will receive an e-mail confirming the registration at the e-mail address provided by the User; in the e-mail there will be the link to download the T&Cs on a durable medium. The User must click on the appropriate button to complete the registration. By accepting the T&Cs, the User declares that his personal data are up to date, correct and true. The User will also undertake to promptly update the registered data on the Platform so that they are constantly updated, complete and true.

The User's password and user name are personal, non-transferable and must be set according to the indications in Article 5 below. The User shall be responsible for maintaining the secrecy of the password and user name. The password entered must have a minimum of 8 characters up to a maximum of 14, at least one lower case letter, at least one upper case letter and at least one number.

The User's data will by default not be visible to other Users. The User may, at their own discretion, where not otherwise indicated on the Platform, define permissions for the visibility of their data.

In any case, **Eni** reserves the right – to be exercised at its own discretion – not to accept registration requests for the Reserved Area of the Portal.

#### 3.1 Services with specific access conditions

Due to their nature, some Services offered by Eni may require specific terms and conditions, the acceptance of which is mandatory for the User to use them. These terms and conditions will be brought to the attention of the User at the time of access to the Service or, if circumstances make it necessary, well in advance by e-mail to the e-mail address provided by the User when registering for the Services.

#### 3.2 Payments

3.2.1 Pricing. The use of the Platform by Users, where provided for in the relevant "Membership Plans" section of the [www.openes.io](http://www.openes.io) website (on the "How to get started" page, "Membership Plans" section) and in accordance with the conditions set out therein, is subject to the payment, based on the type of profile selected by the User, of a non-refundable annual subscription fee, even in the event of cancellation of the account before the end of the relevant year.

The User undertakes to pay the amounts for the use of the Platform, based on the type of profile selected by the User, as set out on [www.openes.io](http://www.openes.io). All amounts due under these T&Cs will be paid in EURO. Payments will be made annually in advance, 30 days from the date of invoice. Eni reserves the right to revise the annual subscription rates at any time and without incurring any liability to Users (the revision of the annual subscription rates will apply to the following year of renewal with respect to the year in progress at the time of the revision).

3.2.2 Taxes. All amounts are to be considered net of VAT, therefore the User must pay any taxes or duties. Eni does not assume any responsibility in the case of fiscal non-compliance on the part of the Users, who undertake to scrupulously comply with the applicable regulations in force.

### 4. Changes to the T&Cs

The User expressly authorizes **Eni** to send an e-mail to the User's e-mail address notifying him of any changes to the T&Cs; the updated T&Cs will be available to the User on the Portal, in the area visible to the public, even if not registered. The User who accesses his Reserved Area after a modification of the T&C will be asked to accept them again.

In the event of the introduction of a new service available on the Portal, this will be communicated in the appropriate section of the Platform. Upon completion of the acceptance procedure, the User will receive an e-mail at the e-mail address provided by the User indicating the link to download the T&Cs on a durable medium as amended and accepted. The User undertakes to keep the T&Cs and all subsequent modifications made to them on a suitable durable medium; to this end, **Eni** will make them available in a format that allows them to be printed and saved.

The use of even just one of the Services by the User will constitute confirmation of their willingness to adhere to the T&Cs, to any particular conditions of the Services and to any subsequent modifications. Modifications shall be effective 30 days from the date of publication on the Portal, unless otherwise specified in the modification itself and unless legal provisions or administrative measures impose or imply a different date of application.

It is always without prejudice to the right of the User to withdraw without charge from these T&C, by sending a notice in the manner set out in these T&C. In the event of cancellation, there will be no refund for the unused portion of the subscription.

### 5. User's personal identification; indemnity

The User undertakes to use its user identification and/or password in the manner permitted by these T&Cs and not to commit any breach of security. The User who intends to register in the Reserved Area is obliged to use data that are true and correspond to the state of affairs, to create only one account and not to share his access data with other Users and/or third parties.

The User assumes exclusive responsibility for any activity within the Services and agrees to indemnify and hold **Eni** harmless from any request or claim relating to or deriving from the use or abuse of their use of the Services.

In this sense, the User assumes exclusive responsibility for the correctness and accuracy of the data shared within the Portal, which **Eni** is not obliged to verify. Therefore, **Eni** is not responsible for any damages, claims or requests of any kind that a User or third party may suffer or receive as a result of the use of the data made available to the Users.

Violation of the obligations set out in these T&Cs may result in the temporary or permanent suspension of the User from the Services or from access to the Portal.

It is forbidden for a suspended or deleted User to register in the Reserved Area with a different account.

## 6. Rules of conduct

The Users who are granted the right to publish and share data within the Portal are obliged to publish content that is not

- contrary to the law, misleading, discriminatory and/or fraudulent;
  - such as to cause damage to the honour and reputation of **Eni** and/or **Eni's** companies and/or the initiatives undertaken by the same; or
  - such as to be offensive to third parties, including other Users;
  - contrary to or in violation of the rights of other Users and/or third parties, including their industrial and/or intellectual property rights.
  - such as to interfere or attempt to interfere with the proper functioning of the Platform
  - containing a virus or any harmful file
- Users undertake not to carry out reverse engineering in order to decode the Platform.

**Eni** assumes no responsibility for the activity carried out by Users within the Platform and reserves the right to monitor all items shared by Users and comments posted in relation to the same, with all rights of removal. **Eni** will never alter the content uploaded on the Portal.

## 7. Intellectual and industrial property rights in relation to the Portal and the Services

The User expressly recognises that all industrial and intellectual property rights, including but not limited to copyright, know-how, source code, software, hardware, projects, applications, patents, trademarks, industrial secrets, formulas, algorithms, models, databases and the like, relating to the Services, data and other material coming from **Eni** and/or its principals or in any case made available to the User by **Eni** and/or its principals or in any case used within the Portal or the Site are and remain the exclusive property of **Eni** and/or their respective owners, and that no rights, except for the exclusively personal use in accordance with the present T&Cs, are granted to the User in relation to the above.

In particular, the User agrees, among other things, not to make any act of disposal (whether free of charge or for a consideration) or exploitation of the multimedia content of the Portal, the Site and their respective software and therefore, by way of example, agrees not to reproduce, transcribe, represent or perform them in any form, disseminate them, communicate them to the public by any means, distribute them, translate them, rent them, publish them, disclose them, modify them, and create works based on them, in whole or in part, in any other way that is not permitted under these T&Cs or by mandatory provisions of law and in any case not to perform acts prejudicial to the moral rights of the authors and economic use of these works.

The User also acknowledges that he is not authorized to create derivative works from or in any way attempt to discover any source code of the software used within the Portal and the Site even through decompilation and / or reverse engineering, or develop products or software applications based on the same or that make use of them in any way. The User will remain solely responsible in relation to any claims made by third parties due to the improper use of the Portal, the Site and the App and for the consequent violation of intellectual or industrial property rights or other rights of third parties, as well as for the violation of any applicable legal provision, with express indemnity in favour of **Eni**.

The databases on which the Services are based (hereinafter, the "**Databases**"), as well as the contents of the Portal, the Site and the App are also protected by copyright under Law 22 April 1941 n. 633 and subsequent amendments (hereinafter, "**Copyright Law**"). The Data Bases are also the object of significant investments by **Eni**, with consequent protection also under articles 102 bis and 102 ter of the Copyright Law. For the purposes of the aforementioned protection, the only use of the Data Bases permitted by users is that made in accordance with these T&Cs. In no event shall these T&Cs be construed as granting Users the right to extract or reuse all or a substantial part of the data.

### 7.1. User-specific rights; license and data uploaded by Users

The User is and shall remain the owner of the intellectual and industrial property rights of the elements shared by him/her within the Portal, without prejudice to the ownership of third parties and the applicability of specific conditions in relation to the Service used.

In relation to the data and content uploaded by Users to the Platform, Users grant **Eni** a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to allow all Users full enjoyment of the Services offered on the Platform. This right includes, by way of example and always for the provision of the Services, the transmission, use, distribution, modification, execution, copying, public performance or display, translation and creation of derivative works of their uploaded content.

**Eni** reserves the right to use (e.g. analyse, process and publish), in aggregate form and also for commercial purposes, the data made available by Users.

With the exception of data whose visibility is public to all Users, Registered Users will be entitled to decide which other Users ("Enabled Users") they wish to allow to view their own data uploaded on the Platform, unless otherwise indicated on the Platform. It is up to the Users to agree on any confidentiality obligations with the Authorised Users, failing which the Authorised Users may freely use the data and/or content made accessible. In any case, it is forbidden for the Licensed Users to share or otherwise publish the data of the owner within the Platform.

Users are granted the right to delete shared elements within the Portal.

There may also be technical delays and/or legal requirements that slow down the processing of deletion and/or modification requests.

### 7.2. Specific rights of Users: copyright notices

**Eni** respects the intellectual property rights of third parties. If you believe that your intellectual property rights have been violated by a User of the Platform, you can send a report by filling out the online form "Contact Us" available on the site [www.openes.io](http://www.openes.io).

## 8. Prohibition of resale

The User's right to use the Services is personal and non-transferable. The User may only access the Services as a legal entity.

## 9. Links and external links

Eni may provide links to other sites or other resources on the Internet. The User acknowledges and recognizes that Eni has no control over the content of such sites and as a mere third party has no responsibility for the content and/or material, including publicity material, divulged on such sites or external resources or for the products or services offered therein. Such products or services cannot be considered in any way to be sponsored, shared or supported by Eni and therefore the User assumes all responsibility for any purchases made of such products or services.

Users may be granted the right to share links to content within the Portal on other social platforms on the network. This activity will be carried out by the Users in accordance with these T&C and the conditions applicable to the platforms to which the link is made.

## 10. Limitation of Liability

Eni declines all responsibility for any eventual claims by the User relating to the impossibility of using the Services for any reason not attributable to Eni. Eni accepts no responsibility for damages, claims or losses, direct or indirect, deriving from the failure and/or defective functioning of the electronic equipment of the User or third parties, including Internet Service Providers, telephone and/or telematic connections. Eni will not be held responsible for damages:

a) resulting from the failure to provide Services due to the malfunction or failure of the electronic means of communication due to causes outside the sphere of the User's foreseeable control, including, by way of example, fire, natural disasters, lack of energy, unavailability of telephone lines or other network service providers, malfunction of computers and other electronic devices, even if not an integral part of the Internet network, malfunction of the computer programs installed by the User;

b) deriving from the actions of other users or other persons with access to the Internet.

In the event that Eni becomes aware of a data breach that could seriously compromise the security of the Platform, or of User Data, Eni may, without prior notice, temporarily suspend access to the Platform in order to remedy the security breach. In this case, Eni will not incur any liability to Users and Users will not seek any compensation from Eni.

**ENI, AS MERE OWNER OF THE PLATFORM, ASSUMES NO RESPONSIBILITY FOR THE CONTENT, RELIABILITY, TRUTHFULNESS, VALUE OR ACCURACY OF THE DATA UPLOADED BY REGISTERED USERS ONTO THE PLATFORM, NOR FOR THE COMPLIANCE AND/OR BREACH OF ANY COMMITMENTS, INCLUDING CONFIDENTIALITY OBLIGATIONS, ENTERED INTO INDEPENDENTLY BETWEEN REGISTERED USERS AND/OR THIRD PARTIES.**

**IN ADDITION, ENI ALLOWS REGISTERED USERS WITH A SERVICE PROVIDER PROFILE THE RIGHT TO SELL THEIR PRODUCTS AND/OR SERVICES ON THE PLATFORM. ENI IS NOT A PARTY TO THE CONTRACT BETWEEN THE REGISTERED USER AND THE SERVICE PROVIDER AND THEREFORE HAS NO INVOLVEMENT IN THE RELATIONSHIP BETWEEN THE PARTIES. ENI ASSUMES NO RESPONSIBILITY FOR THIS AGREEMENT AND ITS PROPER PERFORMANCE AND DOES NOT ACT IN ANY WAY AS AN AGENT OF THE SERVICE PROVIDER.**

**ENI SHALL NOT BE LIABLE IN ANY WAY FOR DAMAGES AND CLAIMS OF ANY KIND ARISING OUT OF ANY ALLEGED OR ACTUAL INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS PROTECTED BY LAW, WHICH MAY ARISE OR BE CAUSED BY OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO YOUR USE OF THE PLATFORM. THE USER SHALL INDEMNIFY AND HOLD ENI HARMLESS FROM ANY SUCH DAMAGES AND CLAIMS.**

## 11. Suspension or termination of account

In the case of violation by the User of these Terms and Conditions, including the failure of the User to pay the amounts required to use the Services, Eni reserves the right to suspend or permanently disable the User's account. This right can also be exercised when the User violates legal provisions or the rights of other Users.

In the case of exercising the right to suspend or disable, Eni will inform the User and explain the options available to him.

If the account is disabled, these Terms and Conditions will cease to have effect for the User, with the exception of the following provisions: Art 4; Art 7; Art 11; Art 12.

The User may request the closure of his account, with simultaneous termination of these T&Cs, at any time, via the online form "Contact Us" available on the website [www.openes.io](http://www.openes.io).

The closure will be effective from the month following the month in which the receipt of the request was confirmed.

## 12. Applicable law and jurisdiction

The T&Cs are governed by Italian law. In the event that some of the provisions are deemed invalid, null and void and/or in any case not applicable by virtue of the laws in force, the remaining provisions shall be considered fully valid and effective. In accordance with current legislation, the Court of Rome shall have exclusive jurisdiction over any disputes to which Eni is a party and which arise from the use of the Portal or the violation of these T&Cs.

## 13. Administrative responsibility and anti-corruption

The User declares that he/she has read and is aware of: (a) the general standards of transparency of sensitive activities of the Model 231 ex Legislative Decree 231/2001 and the Eni Code of Ethics, adopted by Eni (b) the Eni "Management System Guideline Anti-Corruption" and (c) the Eni Declaration on Respect for Human Rights. The documents referred to in points (a), (b) and (c) are available on the website [www.eni.com](http://www.eni.com).

These documents have been prepared on the basis of the principles of international regulations and best practices, which the User shares and undertakes to respect.

The User undertakes that during the performance of the contract he/she shall comply with and ensure that his/her directors and employees comply with the applicable regulations aimed at combating and punishing corruption (such as Legislative Decree 231/2001, the FCPA and the UK Bribery Act 2010, other applicable anti-corruption laws worldwide and international anti-corruption treaties such as the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption, hereinafter "anti-corruption laws").

Pursuant to and for the purposes of art. 1341 of the Italian Civil Code, the User in particular acknowledges and accepts the following provisions of the T&Cs: Art. 2 "Methods of provision of the Services"; Art. 3.2 "Payments"; Art. 4 "Modifications to the T&Cs"; Art. 5 "Personal identification of the User; Indemnity"; Art. 7.1 "User-specific rights; license and data uploaded by Users"; Art. 8 "Prohibition of resale; Art. 10 "Limitation of liability"; Art. 11 "Suspension and termination of the account"; Art. 12 "Applicable law, competent court"; Art. 13 "Administrative and anti-corruption liability".