

## **GENERAL TERMS AND CONDITIONS OF USE OF THE SERVICES OFFERED BY ENI CORPORATE UNIVERSITY S.P.A. WITHIN THE "My Change for AFID" PLATFORM**

The following General Terms and Conditions (hereinafter, the "**T&Cs**") apply to the use by Users of the services offered by Eni Corporate University S.p.A., with registered office in San Donato Milanese (MI), Via S. Salvo, 1 (hereinafter, also "**ECU**") (hereinafter the "**Services**") within the My Change platform (the "**Platform**") accessible via URL <https://afid.digitedacademy.net/my/> (the "**Site**"), identified and briefly described in art. 1, both owned by Eni S.p.A., with registered office in Piazzale Enrico Mattei, 1 00144 Rome , Tax Code and Rome Business Register no. 00484960588, VAT 00905811006 (hereinafter "**Eni**").

### **1. Identification of Services**

The purpose of the Platform is to provide Users - identified by the Alliance for Industry Decarbonization ("AFID") - for having granted the access to the Services offered within the Platform (the "**Users**").

The Services offered within the framework of the Platform are accessible from the Site only after the User's registration and they will be educational and informative content aimed at spreading the culture of decarbonization and energy transition, sustainable development, digital transformation and new ways of working. Such content will be available in different formats (video, e-learning pills, webinar recordings, articles, podcasts).

ECU may expand the range of Services by notifying all changes to the Users on the Platform.

In this event, it is understood and agreed that these T&Cs are applicable and will also apply to all subsequent Services, as updated and added from time to time.

## **2. Access to the Services.**

2.1 Users can access to the Services(s) by registering onto the Platform through the Site. To register Users will be therefore asked to provide the following information through the appropriate fields:

- name;
- surname;
- company e-mail address.

Following the successful registration, Users will receive an automatic reply from the Platform providing the credentials in order to allow Users to perform the first access to the Platform.

On the first access, Users must accept these Terms & Conditions, the Privacy Policy and Cookie Policy.

ECU will make available to Users all the necessary technical assistance via e-mail. If any issues will arise at the following address:

- MBX MYCHANGE FOR AFID: support.afid@digited.it  
Services

By default, Users' profiles are not visible to other Users.

## **3. HARDWARE AND SOFTWARE REQUIREMENTS ACCESS**

3.1 In order to access the Services, individual User must have the essential hardware and software prerequisites (personal computer, browser, connectivity, .pdf reading software, audio and video file playback software, etc.).

3.2 The Platform through which the Services are provided has been designed to offer maximum compatibility with the most commonly available systems (Mac OS, Windows, Linux) and on major browsers (Microsoft Edge, Mozilla Firefox, Google Chrome, Apple Safari). All previous hardware and software requirements are to be intended as minimal and essential.

## **4 T&C Changes**

ECU reserves the right at any time to modify, integrate, amend and /or discontinue one or more of the components, functionalities or features of the Services, introduce new Services, as well as update or modify (by way of example only, changes of a legislative / regulatory nature, supervening technical / economic needs, etc.) these T&C by means of publication on the Platform. All changes will come into force at the time of publication on the Platform.

If changes are introduced to the T&Cs, these will apply after thirty (30) days from Users acceptance.

Users can withdraw from these T&Cs and consequently to the Platform and all associated Services.

## **5 Personal User(s) credentials**

The User undertakes to use his/her personal ID and /or password in the manner permitted by these T&Cs and not to commit security breaches. The User is required not to share his/her credentials with other Users and/or third parties.

The User will be the sole responsible for the custody of her/his credentials and for all his/her activities in the context of the use of the Services and undertakes to indemnify and hold harmless ECU from any request or claim relating to or deriving from the use or abuse of his/her use of the Services or the Platform.

The violation of the obligations under these T&Cs may result in the temporary or permanent suspension of the User from the Services or access to the Platform and the consequent communication of the suspension.

A temporarily or permanently suspended User is prohibited from logging in with a different account.

## **6 Rules of conduct**

Users undertake to publish content that is not:

- contrary to the law, misleading, obscene, discriminatory and / or fraudulent and in any case contrary to public decorum;
- such as to damage the honour and reputation of ECU, Eni and the companies of the Eni group and/or the initiatives launched by the same, including "My Change";
- such as to be offensive, defamatory or abusive towards third parties, including other Users;
- contrary to or in violation of the rights of other Users and/or third parties, including their intellectual property rights.

ECU reserves the right to verify all the contents and elements shared by Users and the comments published in relation to them, with any wider right of removal in case of violation of the provisions of these T&Cs.

## **7 Privacy**

The processing of the User's personal data will take place as described in the Privacy Policy available in the *footer* of the Platform (hereinafter, the "Information"), provided pursuant to the applicable legislation on the protection of personal data.

## **8 Intellectual and industrial property rights in relation to the Platform and the Services**

The User expressly acknowledges 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 similar, relating to the Services, data and other materials from ECU, Eni and/or their assignors or otherwise made available to the User by of ECU, Eni and/or their

licensors by virtue of the T&Cs or otherwise used within the Platform or the Site are and remain the exclusive property of ECU, Eni and /or their respective owners, and that no right, except that of exclusively personal use in accordance with these T&Cs, is granted to the User in relation to the above.

In particular, the User undertakes, among other things, not to make acts of disposition (either free of charge or for consideration) or exploitation of the multimedia contents present in the Platform, on the Site and the respective software and therefore, by way of example, undertakes not to reproduce, transcribe them, make them the object of representation or execution in any form, disseminate them, communicate them to the public by any means, distribute, translate, rent, publish, disseminate, modify, and create works based on them, in whole or in part, in any other way that is not permitted pursuant to these T&C or by mandatory rules of law and in any case not to perform acts prejudicial to the moral right of the authors and economic use of said works.

The User also acknowledges that he/she is not authorized to create derivative works from or in any way attempt to discover any source code of the software used within the Platform and the Site, including through decompilation and/or reverse engineering, or develop products or software applications based on them or that make any use of them. The User will remain solely responsible in relation to any claim made by third parties due to the improper use of the Platform, 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 provision of applicable law, with express indemnity in favor of ECU and Eni.

The databases on which the Services are based (hereinafter, the "**Databases**"), as well as the contents of the Platform and the Site are also protected by copyright pursuant to Law no. 633 of 22 April 1941 and subsequent amendments (hereinafter, "**Copyright Law**"). The Databases are also the subject of significant investments by Eni, with equal protection also pursuant to Articles 102 bis and 102 ter of the Copyright Law. For the purposes of the aforementioned protection, the only permitted use of the Databases by Users is that carried out in accordance with these T&Cs. Under no circumstances may these T&Cs be interpreted as conferring on Users the right to extract or re-use all or a substantial part of the data.

## **9 Specific rights of Users; license**

The User is the owner of the intellectual and industrial property rights of the elements shared by the same within the Platform, without prejudice to the ownership of third parties and the applicability of specific conditions in relation to the Service used. The User guarantees in any case that the elements shared by the same within the Platform do not violate the rights of third parties.

In relation to the content uploaded by Users, they grant ECU and Eni a non-exclusive, transferable, sublicensable, royalty-free and worldwide license for transmission, use, distribution, modification, performance, copying, public execution or display, translation and creation of derivative works of its uploaded content.

Except as otherwise provided in the specific conditions of the Services, this license may be used by ECU and Eni for, by way of example:

- allow other Users to re-share the content in question;
- purposes of content analysis by ECU and Eni;

- re-elaboration of content for communication and training purposes (respecting the privacy of Users).

Users are granted the right to delete elements shared within the Platform or comments published in relation to the shares of other Users.

The deletion or modification of this content by the User does not result in the deletion and / or modification of the same where re-shared by other Users.

There may also be technical times and / or legal needs that slow down the reception of requests for deletion and / or modification.

## **10 No third party assignment**

User(s) right to use the Services is personal and non-transferable. User(s) may access the Services only for educational and non-commercial purposes.

## **11 Links and external links**

ECU and/or Eni may provide links to other sites or other resources of the Internal network. The User acknowledges and acknowledges that ECU and Eni have no control over the content of such sites and as mere third parties have no responsibility for the content and/or material, even advertising, disseminated on such external sites or resources or for the products or Services offered therein. These products or Services cannot be considered in any way sponsored, shared or supported by ECU and/or 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 Platform on other social platforms on the network. This activity will be carried out by Users in compliance with these T&C and the conditions applicable to the platforms from which the reference is made.

## **12 Limitation of liability**

ECU, Eni and the companies of the Eni group decline all responsibilities for any claims raised by the User relating to the impossibility of using the Services for any reason not attributable to ECU, Eni and the companies of the Eni group. ECU, Eni and the companies of the Eni group do not assume responsibility for damages, claims or losses, direct or indirect, arising to the User for the failure and/or defective operation of the User's electronic equipment or that of third parties, including Internet Services Providers, telephone and/or telematic connections. ECU, Eni and the companies of the Eni group cannot be held inadequate to their obligations or liable for damages:

resulting from the failure to provide the Services due to the incorrect or malfunctioning of the electronic means of communication for reasons beyond the sphere of its foreseeable control, including, By way of example, fires, disasters. natural, 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, malfunction of computer programs installed by the User;

- a) resulting from the actions of other Users or other persons with access to the Internet.

### **13 Code of Ethics**

The User acknowledges that ECU has adopted the Eni's Code of Ethics, available on the website [www.eni.com](http://www.eni.com), and undertakes to comply with the principles contained therein in using the Platform.

### **13 14 Applicable law and jurisdiction**

These T&Cs are governed by Italian law. In the event that some of the provisions are deemed invalid, null and / or otherwise not applicable by virtue of the current provisions of law, the remaining must still be considered fully valid and effective.

For any dispute of which ECU is a party and arising from the use of the Platform or from the violation of these T&Cs, the Court of Milan (Italy) will have exclusive jurisdiction.

Version of 04/09/2023