

My Portal general terms and conditions for access and use

SCM Group s.p.a.

Article 1. Subject of General Terms and Conditions

- 1.1 These terms and conditions (the “**General Terms and Conditions**”) (i) govern the access and usage terms of **SCM Group S.p.A.**’s portal, Tax Code and VAT no. 00126480409, based in Rimini - 47921, Via Emilia 77 (the “**Portal**”) and (ii) regulate the provision of all the services provided by the Supplier which will be accessible from time to time on the Portal (the “**Services**” or individually, the “**Service**”). Further contractual conditions may be applied for the use of each specific Service.
- 1.2 SCM Group is a group of businesses whose definition, according to the applicable regulatory framework in this field, partially differs from that of a corporate group from a technical, commercial stand point, including: «the group of companies made up of a "parent company" – which controls the personal data of companies connected to them – and of its subsidiaries, where the parent company should be the one exercising a dominating influence over the subsidiaries by virtue of, for example, properties, financial stakes or company regulations or the power to apply regulations concerning personal data protection» (Recital 37 and art. 4, § 1, no. 19) GDPR.
- 1.3 Ownership of the Portal described here should be intended as pertaining to the Headquarter identified as SCM Group S.p.A.
- 1.4 Its use is granted to the Group’s legal entities, to be understood as “A Group of businesses”.
- 1.5 Use of the Portal and relative services shall be restricted exclusively to the Supplier’s clients who are registered as Portal users, in line with the indications given in Art. 2 (“**Clients**”) and who have accepted these General Terms and Conditions. By clicking on the “*Accept*” button, the Client declares they have carefully read and accepted these General Terms and Conditions. Acceptance of the General Terms and Conditions does not involve the automatic activation of Services made available by the Supplier, unless otherwise arranged by the latter. It is, however, understood that use of one or more Services (following their activation, in line with the procedures described in the Portal) will confirm, by conduct, the acceptance of these General Terms and Conditions.
- 1.6 In any case, the Client declares they have the powers to accept these General Terms and Conditions and to have a proxy from their company to stipulate the contracts concerning the provision of individual Services.
- 1.7 It should be pointed out that access to and use of the Portal are granted to the Supplier free of charge, with no obligation and/or charge to the Client. Exception, however, is made in the possible case of providing individual Services.

Article 2 - Registration, Credentials

- 2.1 Access to and use of the Portal shall be open to all the Supplier’s Clients who - after applying - receive their *user id and password*, (“**Credentials**”) from the Supplier. The Client will then be able to change their *password* at any time. Furthermore, as “user administrator”, the Client can always create new “company users”, separating roles and concessions.
- 2.2 The Credentials are strictly private and it is the Client’s responsibility to safeguard them, adopting all the necessary measures to ensure they do not fall into the hands of third parties or are subject to unauthorised use. For this purpose, the Client declares they are the only person responsible for their Credentials (and of those of other “company users”) and expressly exonerates the Supplier of any form of responsibility arising from illegal or unauthorised use by third parties.
- 2.3 The Client also assumes any risk linked to Portal access and its use through the Credentials, including the suitability and adequacy of preliminary checks run by the Supplier prior to issuing the Credentials.

Article 3 - Client Obligations

3.1 If the Client is asked to provide personal details during or after the registration stage, the Client is obliged and responsible for providing the Supplier with truthful, correct and up-to-date details. This data will be handled by the Supplier in compliance with current *privacy* regulations, for the purposes of, and in line with, the procedures described in the relative Advisory Notice on Personal Data Processing (available for consultation at *link* <https://myportal/it/privacy-policy>).

3.2 Access and functioning of the internet network required to use the Portal and all relative expenditures and costs (including connection costs), will be at the exclusive expense of the Client, who will also be required to obtain all the necessary *hardware and/or software* supports. Equally, the Client identifies as the sole person responsible for the functioning and maintenance of their tools and adoption of all necessary measures to guarantee IT safety.

3.3 The Client is obliged to not use the Portal and relative Services for illegal purposes and/or in breach of these General Terms and Conditions or in any way that could damage its operability, rendering the Portal inaccessible and/or resulting in a drop in performance and/or interferences with its use by other users.

Article 4 - Intellectual Property

4.1 Any content or information provided to the Client through the Portal, as well relative intellectual and/or industrial property rights (including those on the software used by the Portal) are exclusively owned by the Supplier or any third party legally granted license of use.

4.2 The Client promises not to download, reproduce, transmit, sell or distribute, in whole or in part - under any conditions - the content and information available on the Portal, without the Supplier's express authorisation.

Article 5 - "AS IS" availability of the Portal

5.1 Access and use of the Portal is achieved under the exclusive responsibility of the Client, who identifies and accepts that the Portal is accessible "*as is*" and "*when available*". The Client, therefore, exonerates the Supplier of any warranty - explicit or implicit, legal or contractual - in relation to the Portal, including though not limited to, any guarantee concerning the saleability of the Portal and its suitability for a particular purpose.

5.2 The Supplier shall not make any statement and/or promise that the Portal:

- (i) will have a timely, uninterrupted, safe, available and/or accessible function at any time and/or anywhere;
- (ii) meets the Client's expectations;
- (iii) is error and fault free;
- (iv) cannot be attacked in any way.

5.3 As far as any non-fulfilment of these General Terms and Conditions by the Supplier is concerned, who impedes, compromises, limits or denies, in whole or in part, the Client's access to the Portal and/or to use it and its services, the only solution available to the Client will be their right to obtain the restoration of normal Portal access and usage conditions, excluding the repayment of any damage and/or remedy (whether legal or contractual).

Article 6 - Limitations and exclusions of responsibility

6.1 The Client recognises that the Supplier cannot, under any circumstances, be held responsible, either towards the Client or third parties, for:

- (i) damages deriving from access, use, failure, delay or lack of use and/or interruption or suspension of Portal usage (and, as a result, the relative Services);
- (ii) loss of data and/or damages (incurred by the Client and/or third parties) deriving from *viruses, malware, hacker attacks* or access and/or improper use of the Portal or usage by unauthorised individuals;
- (iii) damages resulting from lack of or a drop in sales, lack of or a drop in production, lack of or a drop in profits, loss of contract, loss of *opportunities* or other direct damages, as well as general indirect and consequential damages.

6.2 Furthermore, the Client, as of now, forgoes any right to make a claim and/or request from the Supplier should their own IT structure be interfered with.

Article 7 - Suspension

7.1 The Client recognises the Supplier's right to suspend access and use of the Portal (as well as the use of one or more Services) without being held in any way responsible, at any time and without giving prior warning, in the following situations: (i) when it is done for safety reasons, or represents a way of impeding unauthorised access to the Portal by third parties, or derives from the Supplier's technical and/or commercial needs, (ii) if the Client has defaulted on payment obligations which they have, under any circumstances, towards the Supplier (including, for example purposes only, payment obligations foreseen in relation to the use of individual Services and without which they can reveal any exceptions and/or disputes validated by the Client or opposable by them, (iii) should the Client default on any other contractual obligations towards the Supplier, (iv) if the Client advanced legal and/or arbitrary demands towards the Supplier, and lastly (v) if the Client has ceased to stipulate contracts or place orders with the Supplier over the last 12 (twelve) months.

7.2 The Client equally notes that alongside the "voluntary" suspension hypothesis as per the previous Art. 7.1, there may be cases of "involuntary" suspension by the Supplier to access the Portal and/or use it due to technical problems and/or force majeure.

7.3 Communication of the suspension pursuant to Art. 7 may be given by the Supplier to the Client in any shape or form, even at a later date and without the need for any explanation.

7.4 The duration of this suspension will be communicated at the Supplier's discretion and may be for an indeterminate period of time. After 6 (six) months of continuous suspension, the contract deriving from these General Terms and Conditions shall be regarded as definitively terminated.

7.5 The Client recognises the legitimacy of the rights attributed to the Supplier pursuant to Art. 7 and forgoes the right to assert any possible exception in this regard, including in relation to the gratuitousness of the contract and the fact that it provides access to the Supplier's corporate environment - although virtual, of which the latter enjoys exclusive right and requires absolute freedom of control in order to protect their own entrepreneurial activities.

Article 8 - Changes

8.1 The Client recognises and accepts that the Supplier can change these General Terms and Conditions at any time and without prior warning. The Client can always check the current content of the General Terms and Conditions each time the Supplier updates them on the web page <https://myportal/it/condizioni-general>.

8.2 The Supplier also reserves the right to subordinate the use of one or more Services upon acceptance by the Client of further and specific contractual conditions. It remains however understood that, in the event of a difference and/or contrast between future contractual conditions and these General Terms and Conditions, the latter shall predominate.

Article 9 - Privacy Obligations

The Client is strictly obliged to uphold the confidentiality of, and not distribute, data and technical information received from the Supplier about the Portal and/or its Services, or if obtained autonomously while using the Portal itself. This information can only be communicated to third parties if a written consensus has previously been issued by the Supplier.

Article 10 - General Arrangements

10.1 These General Terms and Conditions are the only agreement between the Client and Supplier with regard to the content covered therein and replace any verbal or written agreement previously made between them.

10.2 The invalidity or inefficiency of any regulation in these General Terms and Conditions does not compromise the validity or efficiency of the remaining part. In good faith, the Client and Supplier agree to replace this invalid or inapplicable regulation with another valid, effective one, with the same validity where possible as the invalid or inapplicable one.

10.3 The Client is committed to collaborating as possible with the Supplier with regard to the functioning of the Portal and provision of the Services.

Article 11 - Enforceable law and Court of Jurisdiction

11.1 These General Terms and Conditions and the activities covered by them are governed by Italian law.

11.2 Any dispute arising between the Parties regarding validity, efficiency, interpretation, implementation, compliance or resolution of these General Terms and Conditions and the activities covered by them shall be exclusively assigned to the authority of the jurisdiction of Rimini.

SCM Group S.p.A.

[Legal Delegate - Mr Marco Mancini]

The Client,

Declares they have read and accept these General Terms and Conditions in their entirety.

Do not accept these General Terms and Conditions.

Acceptance of oppressive clauses

Pursuant to the enforceable law, the Client declares that they have carefully read and specifically approve the agreements contained in the following articles: Art. 2 (Registration and Credentials); Art. 3 (Client Obligations); Art. 5 (“AS IS” availability of the Portal); Art. 6 (Limitations and Responsibility exclusions); Art. 7 (Suspension); Art. 8 (Changes); Art. 11 (Enforceable law and Court of jurisdiction).

The Client,

Declares they have read and specifically approve these oppressive clauses.

Do not accept these oppressive clauses.

