

## GENERAL TERMS AND CONDITIONS OF USE OF AND ACCESS TO THE INFOCAMERE LEI WEB PORTAL

### Article 1. Foreword

**1.1** The "**Global Legal Entity Identifier Foundation**" or "**GLEIF**" is a public benefit purpose foundation under Swiss law with registered office in Basel and registered with the Financial Stability Board.

**1.2** The GLEIF and its affiliated local operating units ("**Local Operating Units**" or "**LOUs**" as further defined in Article 2) operate a system of legal entity identification codes (hereinafter referred to individually as "**LEI Code**" or "**LEI**", as defined in Article 2) and a Register of LEI Codes (as defined in Article 2) containing some additional information on the reference Data of the corresponding legal entity ("**Legal Entity Reference Data**" or "**LE-RD**", as defined in Article 2).

**1.3** The access to InfoCamere Web Portal and the use of its Services (as defined in Article 2) is subject to the following conditions of use (the "**General Terms and Conditions**").

### Article 2. Definitions

The following terms, in addition to the other definitions contained in the General Terms and Conditions, shall have, both in the singular and in the plural, the meaning indicated below:

“**LEI Code**” or “**LEI**”: indicates the unique and universal identifier for the identification of the legal entities engaged in the financial transactions, consisting of an alphanumeric code of 20 characters, drawn up according to the rules of the International Standards Organization (ISO 17442:2012) and the LEI Regulations;

“**Registration Data**” means the Data of the natural person who will use the Web Portal Services and in particular: (i) in the case of Italian nationality: name, surname, date of birth, place of birth, email address, telephone number and tax code or (ii) in the case of foreign nationality: name, surname, date of birth, place of birth, type of document, document number, country of issue of document, email address, telephone number;

“**Global Legal Entity Identifier System**” or “**GLEIS**” refers to the system for identifying the legal entity of GLEIF and LOUs;

“**InfoCamere**”: it is the joint-stock consortium company of information technology of the Chambers of Commerce, with registered office in Via G.B. Morgagni 13, 00161 Rome (Italy) which provides for the issue and information technology management of the LEI Code acting as designated LOU duly accredited by the GLEIF;

“**Legal Entity Reference Data**” or “**LE-RD**”: the Data connected to a LEI Code, according to the ISO 17442:2012 definition, including in particular: tax code, name, address, legal form of the party involved, together with the LEI Code, the relevant status (active or not active) and the dates of assignment and expiry.

“**Local Operating Unit**” or “**LOU**” means one or more local operating units, which have entered into a framework agreement with GLEIF and have been accredited by GLEIF to accept applications

for LEI by legal persons, as well as for the issue of LEI. A list of accredited LOUs is available on the GLEIF website. InfoCamere is a LOU enabled to issue LEI codes;

“**GLEIF Mark**” means the GLEIF mark and/or logo, as shown on the corresponding website <http://www.gleif.org>;

“**Web Portal**” means the web site [●] with the exception of the dedicated area of the aforementioned site, dedicated to the service of issuing and maintaining the LEI Codes, the access and use of which is governed by specific general conditions, available at the link [●];

“**Register of LEI Codes**” means the Database managed by a LOU with all the LEI and LE-RDs administered by the same LOU;

“**Services**” means the assistance and support functions to the User and the search for LEI codes made available by InfoCamere on its Web Portal under the conditions of use herein described;

“**User**” means the user of the Web Portal Services.

### **Article 3. Registration to the Web Portal**

**3.1** To carry out the registration on the Web Portal, the User truthfully and correctly enters the Registration Data in the appropriate online form.

**3.2** After the acceptance of these General Terms and Conditions, the User will receive the relevant credentials (user id and password) at the e-mail address supplied in the online application form. They will enable the access to the Services. For security reasons, the User may at any time change his/her password.

**3.3** It is the responsibility of the User to keep his/her Web Portal user-id and password secure, taking all appropriate measures to prevent their disclosure to third parties and their unauthorized use. For this reason, the User expressly holds harmless InfoCamere from any type of liability arising from the illegitimate or unauthorized use by third parties of his/her own user-id and password.

**3.4** It is the User's responsibility for providing the hardware devices and the Internet connection to access the Services.

### **Article 4. Object**

**4.1** InfoCamere grants the User, who accepts, full to access to the Web Portal for the use of the online Services, as defined in Article 2.

**4.2** A prerequisite for the use of the Services made available on the Web Portal is the registration to the Web Portal referred to in the Article 3 above.

**4.3** In particular, the Services include the access service, which allows the Users to search for and/or download free of charge individual LEI and/or the related LE-RDs, or the complete or partial Data record of LEI and/or corresponding LE-RD from the GLEIF LEI Code Register.

**4.4** In order to protect the GLEIS and the fundamental principles on which it is based, in particular in the event of a use of the Services that threatens to undermine these fundamental principles or the public interests for which LEI and LE-RD are made available, InfoCamere reserves the right to suspend or modify, in whole or in part, the Services or the related General Terms and Conditions.

## **Article 5. Disclaimer of warranty and disclaimer of liability**

**5.1** InfoCamere will make every effort to ensure that the Web Portal and Services are available without interruption or error. However, their operation may be suspended due to maintenance, upgrades or system or network failures. The down times will be announced as soon as possible on the Web Portal. However, except for cases of willful misconduct or gross negligence, InfoCamere is only liable for damages that are the direct and immediate consequence of its own conduct. InfoCamere will not be liable, among other things, for delays, malfunctioning, suspension and/or interruption of the Service caused, directly or indirectly, by:

- a) operations for extraordinary maintenance of the Web Portal;
- b) force majeure (i.e., any circumstance that is unforeseeable and in any case beyond the reasonable control of InfoCamere, a non-limiting example of which might be the actions of public authorities, insurrections or civil disturbances, strikes, lockouts or other labour disputes, blockages or embargoes, disruptions in the supply of electricity, floods, natural disasters, epidemics) or supervening impossibility, even partial;
- c) malfunctioning or breakdown, failure to update or improper installation and/or configuration of the devices and the IT systems used by the User.
- d) outage or malfunctioning of the telephone/internet network;

**5.2** To the extent permitted by the applicable law, InfoCamere disclaims any warranty, express or implied, and any liability, with respect to the Web Portal including, but not limited to, the express or implied warranty of fitness for use and suitability for a particular purpose. InfoCamere assumes no liability for damages of any kind (including, but not limited to, any direct, indirect, incidental, punitive, or consequential damages), arising from the use of the Services or LEI and LE-RDs.

**5.3** The LEI and LE-RDs to which the User may access through the Web Portal Services are provided on an "as is" basis and according to their availability, without implying any guarantee, express or implicit, nor insurance of any kind. In particular, the User acknowledges without limitation that the issuance of LEI and the collection of LE-RDs are based on the uses and information made available by the GLEIF Register of LEI Codes or by LOU other than InfoCamere. InfoCamere cannot therefore guarantee or warrant that the above information is true, correct and up-to-date or that a particular LEI is the only one issued for a particular person. The User therefore acknowledges and accepts to hold harmless InfoCamere from any responsibility for damages of any nature deriving from possible inaccuracies or incompleteness of the information on the LEI Codes and the related LE-RD supplied by third parties.

## **Article 6. User's obligations and guarantees**

**6.1** By using the Services of the InfoCamere Web Portal, the User accepts the following conditions:

- (a) The User acknowledges that he/she has no intellectual property or other proprietary rights in the LEI and LE-RD provided by the Services and that he/she will not claim and acquire such rights;

(b) the User agrees to access the LEI and/or the LE-RD on the Web Portal only through the use of the Services and to refrain from attempting to access the Register of InfoCamere LEI Codes, the Database or any of InfoCamere's files, except through the use of the Services offered through the Web Portal;

(c) The use of the GLEIF Trademark is only permitted with the prior written consent of GLEIF.

**6.2** The User agrees to refrain from any action or statement that could lead any third party to believe that any product or service made available by the User, of which LEI and LE-RD may constitute a part or a prerequisite, is offered by GLEIF and/or InfoCamere or that they are related to such products and services.

**6.3** The User undertakes to use the Web Portal exclusively for lawful purposes and in any case in compliance with the provisions of the law on the protection of personal Data and intellectual property, and to indemnify and hold harmless InfoCamere from any claims or demands of third parties that may arise from the use or misuse of the Web Portal.

**6.4** The User undertakes not to share in the Web Portal contents violating the laws and regulations in force, including, in particular, the laws on copyright or other intellectual or industrial property rights, or that violate or allow others to violate the rules on the protection of privacy.

**6.5** It is also expressly forbidden, when using the Web Portal, to transmit files potentially infected by viruses, of unsafe origin, or *files* that in any case can be considered potentially harmful (by way of example and not limited to: *viruses, spyware, malicious code, trojan horses*). In general, it is prohibited to perform actions that may damage, disable, overburden or impair the functionality of the Web Portal or interfere with the use by third parties.

**6.6** The User acknowledges and accepts that InfoCamere does not assume any obligation or provide any guarantee that is not expressly provided for in these General Terms and Conditions.

## **Article 7. Industrial and intellectual property rights**

**7.1** The contents and information made available to Users through the Web Portal are the exclusive property of InfoCamere or of a legitimate third party acting on behalf of InfoCamere. The software used is protected by copyright or other proprietary rights.

**7.2** The User acknowledges and accepts that the Registration Data, as well as the Data and information subsequently provided, will be entered into a Database owned by InfoCamere.

## **Article 8. Privacy Notice**

**8.1** In relation to the processing of personal Data provided by the User in the stage of registering on the Web Portal and/or subsequently acquired during the performance of the Services, InfoCamere shall operate in compliance with the provisions of Regulation on the protection of Personal Data (Reg. (EU) 2016/679 as well as the Privacy Code (Legislative Decree No. 196/2003 and subsequent amendments and integrations).

**8.2** The “Privacy Notice” document forms an integral part of these General Terms and Conditions - Attachment 1.

**Article 9. Duration, termination and deactivation of the user's account**

**9.1** The contract for access and use of the Web Portal is concluded when the User, after accepting these General Terms and Conditions, also by e-mail, receives the credentials (user-id and password) for accessing the Services.

**9.2** The contract for the access and use of the Web Portal is concluded for an unlimited period of time. Each party shall be entitled to terminate the contract with immediate effect at any time by means of a specific notice to be sent in accordance with Article 11 of these General Terms and Conditions.

**9.3** The User acknowledges and accepts that InfoCamere reserves the right to revoke at any time the registration and the authorization to use the Web Portal, by simple notice to the User, without incurring any liability towards him/her.

**9.4** In cases where the User does not log in for an uninterrupted period of 36 months from the last of the above mentioned operations, the contract for the access and use of the Web Portal will be considered terminated and the user's account will be disabled.

**Article 10. Modification of the General Terms and Conditions**

**10.1** The User acknowledges and accepts that InfoCamere may at any time modify the General Terms and Conditions by publishing the updated version of the General Terms and Conditions on the Web Portal. The published version will be the valid one.

**10.2** The User is responsible for checking the Web Portal for any changes and/or additions made to the text. Changes are deemed to have been tacitly accepted by the User. In any case, in case of continuation of the use of any of the Services available on the Web Portal the changes made will be considered as accepted. The User is therefore aware and accepts that the use of any of the Services offered by the Web Portal implies the full acceptance of these General Terms and Conditions in their current version.

**10.3** It is understood that the acceptance of any changes by the User may not be partial and must be understood to include the same in full.

**10.4** The User's right to withdraw from the General Terms and Conditions pursuant to Article 9 following the notice referred to in Article 10.1 remains unaffected.

**Article 11. Notices**

Any communication relating to the General Terms and Conditions will be sent:

(a) to the User, by e-mail, to the address that he/she will have communicated to InfoCamere at the time of registration pursuant to Article 3.1 above or otherwise filled in the Web Portal;

(b) to InfoCamere, through the appropriate support functions within the Web Portal.

**Article 12. Applicable law**

These General Terms and Conditions and the activities regulated therein are governed by Italian law.

**Article 13. Dispute resolution**

**13.1** Any dispute that may arise between the parties with regard to these General Terms and Conditions and particularly any dispute concerning the validity, interpretation, implementation and termination of these General Terms and Conditions, shall first be subject to mediation, pursuant to Legislative Decree 28/2010 as subsequently amended and supplemented, through the conciliation service of the Chamber of Arbitration in Rome, the Regulation of which it is declared to be known and accepted.

**13.2** If the mediation attempt has a negative outcome, the same disputes shall be deferred to the exclusive jurisdiction of the Italian courts, and more specifically the court of competent jurisdiction shall be the Court of Rome.

**Article 14. Italian and English version**

These General Terms and Conditions have been drafted both in Italian and English. In case of discrepancies, the Italian version shall prevail.

***Space for Acceptance of the General Terms and Conditions***

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The User acknowledges, according to Articles 1341 and 1342 of the civil code, the following provisions of these General Terms and Conditions: **Article 5.** Disclaimer of warranty and disclaimer of liability; **Article 6.** User's obligations and guarantees; **Article 9.** Duration, termination and deactivation of the user's account; **Article 10.** Modification of User's Conditions; **Article 13.** Dispute resolution.

***Space for the second Signature/Acceptance of the clauses of the above mentioned General Terms and Conditions***

□

Furthermore, the User, pursuant to articles 6 and 7 of the General Personal Data Protection Regulations (EU reg. EU no. 2016/679) and art. 130 of the Privacy Code (Legislative Decree 196/2003 and subsequent amendments and integrations), expresses his/her consent to the processing of personal Data provided for the further purposes of Data processing indicated below:

- for statistical analysis and market research carried out by InfoCamere

**Consents**

□ □

**Does not consent**

- For communication and/or delivery, via e-mail and telephone, of information and/or promotional material by InfoCamere. In particular, services similar to those object of this

contract may be offered.

**Consents**

**Does not consent**

The aforesaid consents are optional; therefore, the failure to release them does not prevent the use of the Services provided by the Web Portal.

## **Annex 1 Privacy Notice**

### **Notice pursuant to Article 13 of the General Personal Data Protection Regulation (EU Reg. no. 2016/679).**

Pursuant to Art. 13 of the Reg. EU no. 2016/679, the following information is provided with regard to the Registration Data entered by the User in the Web Portal for registration purposes and any personal Data communicated to InfoCamere in relation to the performance of the Services referred to in the General Conditions (*the terms in capital letters have the meaning attributed to them in Article 2 - Definitions of the General Terms and Conditions - to which this Policy is attached*)

- **Data Controller**

InfoCamere SCpA (www.infocamere.it) is the Data controller that the User enters in the Web Portal registration form and will be responsible for any further personal Data communicated to InfoCamere for the provision of the Service according to the General Terms and Conditions (hereinafter, shortly, the “Data”).

- **The purposes of the processing operation for which the Data are intended and legal basis:**

The Data are processed by InfoCamere to allow the use of the Web Portal Services and for the performance of all the services and fulfillments connected to it.

The legal basis for the processing is Article 6(1)(b) of the GDPR, since the processing is necessary for the performance of a contract to which the Data subject is party or in order to take steps at the request of the Data subject prior to entering into a contract

- **Methods of processing.**

The Data are processed using automated systems for the aforementioned purposes, using appropriate technical and organisational measures able to guarantee the confidentiality and security of the provided Data in compliance with the current legislation, while avoiding unauthorised and unlawful access.

The Data are stored on paper and/or in electronic form that can only be accessed by employees and consultants who are authorised for processing the Data, and who are bound by a non-disclosure obligation.

The Data supplied by the User are processed as long as the account is active on the basis of the General Conditions and for a period of 36 months following the deactivation for whatsoever reason of the user.

Data communication is optional; however, refusal could prevent the use of the Web Portal Services. The Data may be communicated by InfoCamere to the legal authorities further to specific request, in compliance with current legislation.

- **Subjects the Data may be communicated to**

The Data may be transmitted to companies or entities, controlled, controlling or connected, for the purpose of carrying out some of the services connected or necessary for the provision of the Services (eg. the support and assistance service to the User), as well as to other companies or entities that perform the function of LOU (Local Operating Unit) or that otherwise comply with the LEI system (Legal Entity Identifier) in order to ensure the principle of uniqueness of the LEI Code assigned to each legal entity as guaranteed by the industry rules. When necessary pursuant to art. 28 of EU Reg. n. 2016/679, the subjects the Data are transmitted to are previously appointed external processing managers. No Data are communicated or disclosed in violation of law.

- **Additional Data processing purposes**

With the express and specific consent of the Applicant, the personal Data entered by the User may also be processed:

- i) in order to carry out statistical analysis and market research;



ii) for communication and/or delivery, via e-mail and telephone, of information and/or promotional material by InfoCamere about business digitalisation services. In particular, services similar to those object of these General Terms and Conditions may be offered.

- ***Rights of the data subject.***

The data subject concerned may at any time exercise the right to access their personal Data and also any other rights envisaged by articles 15 et seq. of EU Reg. no. 2016/679, in order to obtain confirmation of the existence of data concerning him/her, to access, rectify that Data, to cancel or limit its processing for legitimate reasons, or to request Data portability by sending a specific request by e-mail or certified e-mail to the Data controller to the address [service.lei-italy@pec.infocamere.it](mailto:service.lei-italy@pec.infocamere.it), or by means of registered letter with acknowledgement of receipt to InfoCamere S.C.p.A, with registered offices in Via G.B. Morgagni 13, 00161 Rome.

The data subject who feels their personal Data are being processed in violation of current privacy laws has the right to lodge a claim with the Guarantor, as well as to bring said violation to the attention of the judicial authorities, pursuant to existing laws.

- ***Data Protection Officer***

The Data Protection Officer has been appointed by the Data Controller. You can contact the Data Protection Officer by email or certified email at [rpd@pec.infocamere.it](mailto:rpd@pec.infocamere.it).