

GENERAL CONDITIONS OF USE

CONDITIONS OF USE OF INTER PROCUREMENT SOURCING PLATFORM, user license granted to F.C. INTERNAZIONALE MILANO S.P.A.

1. RECITALS AND GENERAL PRINCIPLES

- 1.1. F.C. INTERNAZIONALE MILANO S.P.A. (hereinafter referred to as "**INTER**") uses an area for the carrying out of online Vendor Management activities (hereinafter referred to as "**INTER PROCUREMENT**" or "**Platform**") on a technological platform consisting of both hardware and software components (hereinafter the "**Platform**") owned and made available by the JAGGAER Group (hereinafter referred to as "**JAGGAER**"), a term that applies equally to JAGGAER and/or the companies within its Group, in the event that such companies in the JAGGAER Group provide services to the INTER client). The Platform is owned by JAGGAER and is licensed to **INTER** in SaaS. INTER PROCUREMENT can be accessed via the following website www.procurement.inter.it.
- 1.2. The purpose of this document is to set out the terms and conditions according to which certain parties, in their business, institutional or professional capacities (hereinafter the **Vendor** or **Vendors**), can register to the **Platform** and apply for qualification.

2. REGISTRATION AND APPLICATION

- 2.1. A necessary condition is the registration on the **Platform**. To this end, the **Vendor** shall communicate its accurate and correct details and all information deemed necessary or useful for identification purposes (**Registration Data** and **General Information Data**). In case of error and/or amendment and/or update of Registration Data or General Information Data, the **Vendor** shall contact Vendor Management representatives.
- 2.2. Should the **Vendor** provided inaccurate and/or incomplete information, **INTER** reserves the right not to accept/revoke its registration and the consequent **Platform** use authorization.
- 2.3. User ID(s) and Password(s) issued for the use of the **Platform** are strictly personal and non-transferable. The **Vendor** undertakes not to disclose these to third parties and to guard them and protect them with the maximum degree of diligence.
- 2.4. The **Vendor** will be held solely responsible for the use by third parties of their User ID(s) or Password(s). The **Vendor** undertakes in any case to immediately notify of the theft, misplacement or loss of either their User IDs or Passwords, and to arrange for the password to be recovered or changed.
- 2.5. The **Vendor** can access the **Platform** from standard PCs, equipped with a common browser, connected to the internet. The purchase, installation and configuration of the hardware and software is the exclusive responsibility of the **Vendor**.
- 2.6. The application process is governed by this document and related detailed documentation in the **Platform**.
- 2.7. The registration process implies that **Vendors** have read and accepted the content of all online documents attached by in relation to each individual Event.
- 2.8. Once **Vendor** account is active on the **Platform** it should be requested to fill in and/or update Company's Data or additional Information related to goods and services provided.

3. LIMITATION OF LIABILITY

- 3.1. **JAGGAER** and **INTER** are in no way liable for any damage and/or harm, not caused by their willful misconduct or gross negligence, suffered by the **Vendor** as a result of using the Platform, or for any indirect damage or harm, including loss of business opportunities, lost profits, loss of information, damage to image, requests for compensation, third party actions and/or demands.
- 3.2. **JAGGAER** and **INTER** will not be held in any way liable for loss of data, delays, malfunctions, suspension and/or interruption of the **Platform** caused by:
 - a) "Force Majeure" events, which should be understood to refer to events outside of the control of JAGGAER and/or INTER (by way of mere example, interruption to power supply or telephone lines or internet connection due to third party events, strikes, industrial disputes, wars, state or civil or military authority issues, embargoes, acts of vandalism or terror, epidemics, floods, earthquakes, fires and other natural disasters);
 - b) incorrect use of the **Platform** by the **Vendor**;
 - c) operating faults in the connection equipment used by the **Vendor**;
 - d) faults in relation to the IT systems, telecommunications equipment and/or **JAGGAER's** technological systems the cause of which is attributable to events or systems outside of **JAGGAER's** control, if it can be demonstrated that **JAGGAER** took the best possible measures to mitigate damages and/or loss of service.
- 3.3. **JAGGAER** and/or **INTER** does not guarantee the capacity to act and good faith of those who use the **Platform**.

4. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 4.1. The content and information offered to the **Vendor** via the **Platform** and the software used are the exclusive property of **JAGGAER** and licensed to **INTER** and are protected by copyright or other intellectual property rights (including rights in relation to databases).
- 4.2. The **Vendor** undertakes not to download, reproduce, send, sell or distribute, wholly or partially, the content and information available or received via the **Platform**, for any reason, without express written authorisation from **JAGGAER** and for reasons other than those of granting access to the site and use of the **Platform**.
- 4.3. The **Vendor** undertakes to use the **Platform** and the services in a way that does not lead to the dissemination of false and/or misleading information, messages and/or material of a pornographic, racist, obscene, blasphemous, defamatory or otherwise offensive nature;
- 4.4. The **Vendor** declares and guarantees:
 - that they have the full and exclusive ownership of the used trademarks and that their use in accordance with this document does not violate any third-party rights or applicable laws and/or regulations;
 - that they have full ownership and access to any information and contents provided for the purposes and while performing the event and that the use of such does not violate any third-party rights or applicable laws and/or regulations.

5. DATA PROTECTION

- 5.1. The registration and the use of the Platform by the **Vendor** involve the processing of the **Vendor's** personal data. In compliance with the provisions of current legislation on the matter, the **Vendor** declares, by signing these General Conditions, that he/she has read the privacy policy and that he/she has understood the information provided by **INTER**, as Data Controller, pursuant to articles 13 and 14 of Regulation (EU) 2016/679. **JAGGAER** will treat the data and information of the **Vendor** as data processor of the personal data owned by **INTER** as per its privacy policy.
- 5.2. **INTER** undertakes to act in accordance with the principles and obligations envisaged by current legislation on the protection of personal data and, in particular, with Regulation (EU) 2016/679 and with Legislative Decree 196/2003 and subsequent amendments, as well as in compliance with the general and special provisions adopted by the Garante per la protezione dei dati personali (Italian Data Protection Authority).

6. COMMUNICATIONS

- 6.1. Any communications for the purposes of this document must be sent by e-mail or fax or by registered post with acknowledgement of receipt to the address provided by the **Vendor**, if they are the recipient, or to the address specified in the information section of the website, if **INTER** is the recipient.

7. CONFIDENTIALITY OF COMMERCIAL INFORMATION – IT SECURITY

- 7.1. The data and commercial information are handled by **JAGGAER** and the **Vendors** as strictly confidential and private.
- 7.2. **JAGGAER** and the **Vendors** take all necessary technical and procedural measures to ensure the security of information while the **Platform** is in use.

8. APPLICABLE LEGISLATION AND COURT OF LAW

- 8.1. Controversies relating to the interpretation, execution or resolution of this document, shall be addressed in accordance with Italian legislation and assigned to the exclusive jurisdiction of the Court of Milan, Italy.

Pursuant to and for the purposes of Art. 1341 and 1342 of the Civil Code, the Vendor declares to have had clear and accurate sight and to approve expressly and specifically the following clauses: art. 3 (*Limitation of liability*); art. 8 (*Applicable Legislation and Court of Law*).