

CONTRACT OF MEMBERSHIP AND REGISTRATION WITH THE CLEVIRIA NETWORK

GIVEN THAT

- 1 Cleviria S.r.l. (hereinafter called Cleviria) with registered office in Prato, Viale Vittorio Veneto no. 80, VAT Number and Tax Code 02242920979, entered in the Register of Companies of Prato, Economic and Administrative Index no. PO-515641, website www.cleviria.it e-mail info@cleviria.it is creator, owner and manager of the so-called Cleviria Network (hereinafter also network), the first registered internet network entirely dedicated to the sectors of interest indicated in the specifications of this contract.
- 2 Cleviria Network is a virtual meeting point between the supply and demand of services in the markets of reference encompassing sector companies, private individuals, suppliers and end users.
- 3 Cleviria Network is also a "Web Community" of subjects with an interest in services, products and any utilities in the areas of interest, to be implemented through access from the website www.cleviria.it and/or through the use of each individual web and/or software application available from Cleviria.
- 4 The mission of Cleviria Network consists of providing utilities of any kind, always lawful, to natural persons and legal entities (of persons and/or capital) and to link these subjects through the sharing of information that will be introduced into it.
- 5 The trademark, logo, applications, managerial elements, patents, the certifications and the know-how relating to Cleviria Network are the exclusive property of Cleviria S.r.l. and/or its predecessors; the servers are the property of third parties that respond in full for all aspects dictated by law.
- 6 Membership with and participation in Cleviria Network is regulated by this agreement as well as by the Policies of use of the Cleviria services and Cleviria Privacy Policy (drafted on the basis of existing relevant national and EU legislation) which form an integral and substantial part thereof. To this end Cleviria has the relevant certification of adherence to the standard UNI CEI ISO/IEC 27001:2006 requiring a qualified Certifying Agency.
- 7 Cleviria does not assume any liability in respect of third parties except for the content of this agreement, being in no way owner of the content and of the themes entered into the Network by the users themselves and having as sole purpose the provisions of art. 4 above.
- 8 **The interaction between subjects that are members of Cleviria and between users and Cleviria will take place after the access of members to the Cleviria Network via the appropriate Login page that can be accessed from the Cleviria website and will be carried out in accordance with the procedures dictated by this contract and based on the registration page that is accessed from the aforementioned Login page.**

The premises, together with the annexes, constitute an integral part of these conditions of membership/registration.

ALSO GIVEN THAT

In full compliance with the principle of transparency, good faith and "best practices" of Cleviria S. r.l., the aim is to better specify the content of certain definitions that, prima facie, could result in confusion and/or misunderstandings:

DEFINITIONS

PROFILE:

collection of personal data (name, surname, company, VAT number, tax code, registered address or office, e-mail address) with the aim of safely identifying natural persons and/or legal entities. A profile is unique and can only be associated with one account.

ACCOUNT:

set of personal and unique credentials (user name or ID and password) that the user must enter in the appropriate tab created on the Login screen to access the Cleviria Network and the various web applications. Credentials will be issued to the user that will make a request after registration on the Cleviria Network, having accepted the Terms/Conditions.

WEB APPLICATION/APPLICATION:

web-based distributed applications and/or software. Cleviria web application refers always and only to application that can be accessed through registration on the Cleviria Network.

CLE VIRIA NETWORK:

Network of natural persons and legal entities that allows, subject to registration, access to several web applications by means of an account.

SERVICES/SERVICE/UTILITY:

functionality that every web application provides to the user free of charge or upon payment of a fee.

ADMINISTRATORS:

persons authorised by the company in a specific web application. As administrators they will be able to manage the content, the relationships and the communication of this company in the specific application.

ISO 27001:2006:

international standard of reference that defines the requirements for set up and management of an Information Security Management System (ISMS).

LINKS:

Any sharing of data and information that, in compliance with the procedures specified in this contract, can be created between subjects recorded on the Cleviria Network.

ALL THE ABOVE BEING STATED, THE PARTIES HERETO AGREE AS FOLLOWS

1 | OBJECT OF THE CONTRACT

This contract governs registration on the Cleviria Network through which it will be possible to use the set of web applications created by Cleviria S.r.l. (and on which the same Cleviria S.r.l. claims ownership/possession/holding on an exclusive and unconditional basis) with the purpose of providing utility services to natural persons and legal entities that wish to register.

Registration with the Cleviria Network is free while use of the Services contained in the individual applications may be free or subject to a fee. The aforementioned use will be subject to appropriate agreement, in any case, related to that which concerns the basic principles and "best practices" hereto.

The parties shall give mutual consent and declare that they have been specifically informed on the situation relating to the fact that the service requested from Cleviria is provided, by the latter, "as is", i.e. without any guarantee of performance.

2 | PERFECTION OF THE CONTRACT

This agreement will be perfected directly, unconditionally and to every effect of law through registration on the Cleviria Network. Registration on the Cleviria Network involves automatic membership, also pursuant to art. 1341 and 1342 of the Civil Code (art. 20), with the entire specifications for membership to the services which will be offered free of charge and/or for a fee.

3 | SERVICES FOR A FEE/PAYMENT METHOD

- 3.1 The services for a fee (which will be addressed with specific agreement between the parties at the time of request for use by the user) involve an advance payment for use or the payment of a periodic fee. Only the following payment methods will be accepted: credit card and/or PayPal and/or bank transfer with fixed currency. The continuity of the service offered and requested is guaranteed by the prompt payment of the same service or the timely payment of the fee under the terms indicated by Cleviria S.r.l. in the appropriate section of the website www.cleviria.it.
- 3.2 Only after the receipt of such payment will Cleviria S.r.l. provide the user with the service requested and at the same time will issue the appropriate invoice that will be sent in electronic format to the e-mail address supplied by the user by the last day of the month of relevance.
- 3.3 In the event of failure to activate the service, Cleviria will refund what has been received in payment from the user without the addition of interest and/or additional charges. It is understood that no further claim may be made by the same user to the detriment of Cleviria by way of compensation, damages or anything else resulting from the failure to activate the service. The user expressly agrees to be solely entitled to a refund of the price paid for use of the service. With regard to the non-use of the service offered for a fee, the same shall be serious and continuous in order for Cleviria to provide the refund in question.

4 | CONDITIONS OF MEMBERSHIP

All those subjects, natural persons and/or legal entities that undertake to respect the membership agreement in its every part (including the annexes) and to operate according to the standards of fairness, professionalism, legality and legitimacy, may join the Cleviria Network and thus adhere to these contract regulations.

5 | COMPLIANCE WITH THE MEMBERSHIP CONDITIONS, CHECKS, TERMINATION OF THE CONTRACT, TERMINATION CLAUSE

- 5.1 With entering into of this contract, the member is committed to fully complying with the conditions of membership for the entire term of validity of the contract.
- 5.2 Cleviria expressly reserves the right to verify compliance with the conditions of membership requesting, if appropriate, information from the member.
- 5.3 Where all the conditions for membership, and its annexes, are not respected by the member at the time of signing of this contract or thereafter - i.e. the member makes false statements about the same - the contract in question will be declared terminated ex art. 1456 of the Civil Code (termination clause), the parties recognising that this situation signifies serious breach by the member according to art. 1455 of the Civil Code.
- 5.4 In the case referred to in the preceding paragraphs, Cleviria assumes no responsibility for compliance with the conditions of membership referred to in chapter 3) (three) of this agreement, reserving the right, if necessary, to take any legal action that will be considered most appropriate in the case of non-compliance with the requirements of this contract.
- 5.5 In any case, Cleviria reserves the right to take legal action in respect of the member (including third party proceedings and/or a claim relating to guarantee and indemnity) where the lack of the above conditions enacted by the same, i.e. the falsification of statements made by the member, causes or could cause direct and/or indirect damage to Cleviria.

6 | ACTIVATION AND DELIVERY OF SERVICE

- 6.1 The service requested by the user and activated by Cleviria may be employed by the user via the relevant web application. Cleviria is in no way subject to the general obligations of monitoring of the behaviours or actions of the user that cannot be verified according the general principle of knowability. Similarly Cleviria does not control or monitor the information and/or the data and/or the contents entered into the Network by the same user or by their appointees, employees or stockholders. Cleviria therefore remains entirely outside of the activity that the user implements in full autonomy and responsibility by accessing remotely (via pc, smartphone, tablet or any other application existing or to be invented that would allow their use) over the internet via their credentials (user name or ID and password) the Cleviria Network.

Aware of the general principle of “the data is mine and only I shall use it” referred to in Legislative Decree no. 196/2003, the registered user is the sole owner of the data entered and/or handled within the Network; however, with registration onto the Network, also pending the mission of art. 4 above, the user is perfectly aware of and agrees to the personal data being categorised into two types (public and private) with two levels of disclosure:

- a first level public data: this is data that by its very nature is easily found at public offices (e.g., by means of certificate of Incorporation or registry certificate) and that, therefore, will be visible to all users registered on the Cleviria Network. Also that data that the user shares with the members of the Cleviria Network (individuals and/or legal persons) or that wants to make public is first level public data. Cleviria asks the User to pay specific attention to what he/she wants to share and/or make public as such information, documents and/or certifications can be visible to and downloadable by anyone not necessarily related to him/her but involved in the Cleviria Network.
- b second level private data: this is data that is only visible and can be shared between registered users (of any legal nature and degree of representation) when a link is created between them within an application.

For this level of sharing, at the time of creation of the above link, users exchange mutual consent to the disclosure of such data/information and, conservatively, declare that they share the same, under their own responsibility. It is understood that Cleviria cannot be considered in any way responsible for the content of the same, the user assuming exclusive responsibility of its veracity in dealings with third parties and Cleviria.

- 6.2 Cleviria undertakes to keep confidential and safeguard the data and the content entered by the user onto the Network; unless the request has originated from a subject enabled for such requests (e.g. a Judicial Authority).
- 6.3 If the transmission of this data (level one and two) should occur between subjects having their legal representation in different continents, Cleviria, within the scope of its powers, declares to adapt to what has been established by the Privacy Code reserving, where possible, the right to interrupt this flow in the case where the country of destination and/or transit of the same data cannot guarantee an acceptable level of protection.
- 6.4 In the case where the country of destination and/or transit of data (level one and two) is a US state, Cleviria henceforth declares its participation in the data membership program so-called Safe Harbour agreement (EU-US bilateral agreement that defines security and shared regulations for the transfer of personal data between the two continental blocs).

7 | OBLIGATIONS AND LIMITATIONS OF LIABILITY OF CLEVIRIA

- 7.1 Cleviria guarantees to the user the provision and use of the 24-hour service; it also ensures the use of the service from any platform, pc, smartphone and tablet enabled and compatible with the Network.
- 7.2 However Cleviria offers no guarantee of proper operation of the service and, except in cases of gross negligence or malice, assumes no responsibility regarding the services rendered or due of the service provided, also with regard to the results of such services or to their responsiveness to a specific purpose. The service and its contents are provided “as is” and subject to availability. The application is subject to updates and/or technical interventions that may be performed without notice in the event that they do not involve prolonged interruption of the service; in the case of the latter, the interruptions will be publicised in advance with appropriate message within the application. The same situation will occur in the case where the same Network will require maintenance (e.g. by release or correcting bugs that may become necessary). Cleviria will not be responsible for any damages either direct or indirect arising from:
 - a impossibility of the use of the service;
 - b error and/or malfunction of the service both temporary and permanent, that cannot be eliminated;
 - c any modification to the service or any temporary or permanent suspension of the same or any part of it;
 - d unauthorised and fraudulent access or alteration in transmission of the data;
 - e deletion, alteration, failure to store, sending or receiving the transmissions or data;

- f losses (also partial), alterations, virus attacks or interference, hacking, or other intrusions in the security of the system.

Relatively to the chapters d) and f) Cleviria declares that it is equipped with cutting edge technologies for the prevention of such circumstances and also declares that the same, where this has occurred, will be immediately brought to the attention of the national authorities and, where appropriate, the identity of registered users that have carried out illicit operations.

- 7.3 In no case will Cleviria be liable for malfunctions or failures due to:
 - a acts of abuse by the user and/or third parties, abuse or neglect in general, power failure, overvoltage, undervoltage, electric shock, atmospheric phenomena, floods, earthquakes, actions of third parties, or any other fact not attributable to the supplier;
 - b failure to adapt the hardware and/or software necessary or non purchase of accessory products which may be necessary to allow operation of the new versions;
 - c any replacement or hardware failure on the part of the user.
- 7.4 Cleviria does not perform any special backup of the data and/or content entered onto the Network by the user; Cleviria will, in fact, periodically, as a precaution perform a backup on all of the content of the storage; this does not exempt the user from performing a complete backup of their data and/or information and/or content entered by the same and/or handled in the Application or from taking all necessary security measures for protection of the same.
- 7.5 Cleviria assumes no responsibility for the information, data and the content entered, transmitted (having no availability of the same) or handled by the user in the Network, engaging the same user to faithfully comply with this agreement and not to enter data and/or content (which will be better described in chapter 8) (eight) below), expressed in any known form, that could adversely affect the rights enshrined in the national and transnational rules, laws and regulations.

8 | OBLIGATIONS OF THE USER

- 8.1 The user undertakes to respect and ensure respect of all the obligations of this contract expected from a member from their directors, partners, employees, subordinates, representatives, suppliers, and anyone that participates in an activity related to this contract as a consultant or otherwise.
- 8.2 The member must also:
 - a refrain from publishing and/or recording on the Network any material that violates copyright or other intellectual or industrial property rights or information and/or personal data that may present forms and/or content that is pornographic, obscene, profane, defamatory or in violation of current national and international regulations also according to uses and conventions;
 - b refrain from using, permitting or enabling others to use the Cleviria Network, for acts against morality, public order or with the purpose of infringing on the wellbeing of others, damage, breach or attempt to breach the confidentiality of correspondence, privacy and confidentiality and in any case, from using in any manner the Cleviria Network to commit or facilitate the committing of illegal acts of any kind;
 - c refrain from advertising and/or recording on the Cleviria Network defamatory, unfair or deceptive information relating to third parties;
 - d refrain from using the Cleviria Network to conclude contracts in violation of rules on anti-trust and/or behaving or concluding anti-competitive agreements, such as, purely by way of example, that consisting of the fixing of prices between competitors;
 - e use the Cleviria Network and its services in accordance with Italian, European and international rules of law, the provisions of treaties, codes, including private and self-regulatory.
- 8.3 The user engages, in conjunction with the above art. 5) (five) of this agreement, to indemnify and hold harmless Cleviria S.r.l. from any loss, damage, liability, cost or expense, including lawyers' fees, resulting from any breach of the provisions made under this article.
- 8.4 The user guarantees that the data and information provided to Cleviria for the purposes of conclusion of this contract is true, correct and such that it allows its perfect identification. Cleviria reserves the right to

verify such data and/or information also requesting additional documents that the user agrees, as of now, to transmit within two working days of the request, with failure to do so resulting in suspension of the contract.

- 8.5** The user declares being in possession of all the technical knowledge necessary to ensure the proper use, administration and management of the Cleviria Network and web applications.
- 8.6** The user acknowledges that the internet cannot be controlled by Cleviria and, therefore, undertakes to promptly inform Cleviria of any unauthorised use of their account or any other breach of security identified. Upon receipt of such indication, Cleviria will prudently suspend (art. 10 of this agreement) service delivery to the above user and perform appropriate checks. Upon conclusion the service will be restored in the manner subsequently represented.

9 | DURATION OF THE CONTRACT

This contract of registration/membership is valid for an indefinite period of time.

10 | SUSPENSION OF THE CONTRACT

- 10.1** This agreement may be suspended at the sole discretion of Cleviria and without the exercising of this right being contested against it as failure or breach of contractual rules.
The suspension in question takes effect, with temporary deactivation of the account, even without notice in the event of cases of force majeure or circumstances that may dictate the need to implement emergency interventions or relating to the resolution of problems of safety, danger to the entire network and/or for persons and/or property; in this case, the service will be restored when Cleviria, at its sole discretion, has assessed that the causes that had led to the suspension in question have actually been removed and discarded.
Temporary deactivation of an account does not imply deletion of the same but inhibits access to the network until Cleviria authorises its reactivation. Where the cause of the suspension is attributable to the user, the possible action of Cleviria due to damage to the same for resulting damages and loss of profit remains without prejudice.
- 10.2** During the suspension, the user will not be able to access the Network and therefore will not be able to access the data and content introduced by the same onto the Network.

11 | AMENDMENTS TO THE CLE VIRIA CONTRACT AND/OR POLICY

- 11.1** The user acknowledges and agrees that the Cleviria Network and related services under the contract are characterised by evolving technology; for these reasons Cleviria reserves the right to modify the technical and economic features of the service, the instruments related to it and to vary the conditions of the contract at any time, even after its signing, without this resulting in any queries of any kind from the user. Cleviria will in any case ensure the user the same functionality.
- 11.2** Similarly Cleviria reserves the right to modify at any moment, the Policy of use of the Cleviria services and the Cleviria Privacy Policy related to the needs provided for in paragraph 1 above or in compliance with legislative changes.

12 | COPYRIGHT AND LICENCES

The user is obliged to use the Network in respect of Cleviria Intellectual Property and/or industrial rights as indicated on the Policy of Use of Cleviria services.

The software, like any other copyright or other intellectual property right, are the exclusive property of Cleviria and/or its predecessors and as such, the user acquires no right and/or claim and/or title on the matter, and is limited to the mere use of the same only during the period of contractual validity.

13 | NON TRANSFERABILITY OF THE CONTRACT

The user has no right to transfer the contract to third parties in any way or under any form, even partially, without the written consent of Cleviria.

14 | SECURITY OBLIGATIONS

- 14.1** Cleviria, by means of their suppliers, undertakes to apply and to enforce the security procedures and measures deemed suitable, to the state of technical and information-technology knowledge, to ensure security of the same and to avoid the risks of unauthorised access, alteration, delay in recording or in processing, destruction or loss of the information and/or data transmitted.
- 14.2** The user, on their part, undertakes to comply, within the context of privacy and security, with all the indications that Cleviria has established and that will communicate in future.

15 | PROTECTION OF PERSONAL DATA

Cleviria undertakes to treat the personal data communicated by the user as confidential and to refrain from disclosing it to unauthorised persons and not to use it for purposes other than those agreed in this contract. By accepting these Terms/Conditions the parties provide their express and informed consent and authorise Cleviria to carry out the internal processing of data as indicated in the contract for all the operations referred to in Legislative Decree no. 196/2003. In particular, the parties hereby declare that:

- the data supplied is necessary for complete compliance with this agreement and the rules of law as well as civil and tax regulations;
- the refusal to provide such data will result in the impossibility of entering into the contract;
- the parties may, at any time, exercise the rights mentioned in art. 7 of Legislative Decree no. 196/2003.

With signing of this agreement the user declares to have read and fully accepted the information contained in the documents Cleviria Privacy Policy and the Policy of Use of the Cleviria services, attached to the contract.

16 | COMMUNICATIONS

- 16.1** Except in those cases expressly indicated - that established by the obligations of law - the communications between Cleviria and the user will take place preferably via e-mail messages to the respective e-mail addresses (indicated on the Cleviria website and communicated to the user during the registration and/or joining process) which will be considered by both parties as a valid means of communication and whose possible production in legal proceedings cannot be a matter of dispute due to the mere fact of being electronic documents.
- 16.2** Communications may also take place via hard copy, via certified mail (PEC), by means of an appropriate message within the Cleviria Network and/or web applications.
- 16.3** Both parties may at any time change their address and/or e-mail for the purposes of this article, provided they give timely notice to the other party; failure to do so will result in the impossibility of contest against the other party.

17 | FINAL PROVISIONS

- 17.1** In no case may infringements and/or behaviour of the user that breach the contract be considered as exceptions to the same or tacit acceptance of the same, even if not contested by Cleviria. Any failure by Cleviria in exercising or asserting any right or clause of this agreement shall not constitute waiver of such right or clause.
- 17.2** Any ineffectiveness and/or invalidity, total or partial, of one or several clauses of this agreement does not result in invalidity of the others, which should be considered fully valid and effective.
- 17.3** For that not expressly provided for in this contract, the parties shall make express reference, as far as is possible, to the existing relevant regulations.

18 | APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

- 18.1** This agreement is governed by Italian law, remaining excluded any application of the United Nations Convention on the international sale of goods. These conditions were drawn up and provided in accordance with the provisions contained in Legislative Decree no. 206/2005 (of the Consumer Code) and in Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the

establishment of new companies); they are automatically changed and/or adjusted to that provided on the matter by subsequent provisions of the law and/or regulations.

18.2 The Italian judicial authorities will be exclusively competent in terms of jurisdiction, to resolve and decide on any dispute concerning the interpretation and/or execution and/or implementation of the contract, with the application, among others, of the Rome Convention of 19.6.1980 regarding contractual obligations and the principles of Law of 31 May 1995 no. 218.

The parties declare that for any dispute that may arise on the interpretation, execution and application of this agreement, the solely competent Court is that of Prato.

19 | ACCEPTANCE OF THE GENERAL TERMS/CONDITIONS

Pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code, the user declares to have carefully read the contract and to approve specifically, with joining/registration with the Network, the articles and/or clauses identified by the nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19. The user also declares having carefully read and approved the contents of the annexes, namely the Policy of Use of the Cleviria services and the Cleviria Privacy Policy that are an integral part of this contract.

Signed as a deed by means of appropriate flag.

Cleviria S.r.l.

the Member

POLICY FOR USE OF THE CLEVIRIA SERVICES

PREMISES

Failure to comply with this Policy will result in immediate suspension or termination of access to the Cleviria Network and related services.

BREACHES

The use of the network and of the Cleviria Network to establish and/or to promote illegal, abusive or irresponsible behaviour is prohibited, including:

- unauthorised access or unauthorised use of data, systems or networks, including any attempt to hack, examine or test the vulnerability of a system or network or to breach security or authentication without the express authorisation of the owner of the system or network;
- the performing of activities that cause interference with use of the Cleviria Network by any user of the same, including, but not limited to, attacks using pirated software, cracks, keygenerators, serials, computer attacks of any kind, viruses or other harmful components or deliberate attempts to overload a transmission system;
- the use of an Internet account or of a personal computer without the permission of the owner;
- the collection or use of e-mail addresses, names or other identifiers without the consent of the person concerned;
- the collection or use of information of third parties without the consent of the owner of the information;
- the use and/or dissemination within the Cleviria Network, and/or by means of the same, of any false, misleading or deceptive information, by way of example but not limited to this;
- the use of the service for the distribution of software that fraudulently collects information about a user or fraudulently transmits user information;
- exploiting the services and the information made available or offered by Cleviria Network in order to identify any information relating to third parties including, without limitation, personally identifiable information;
- pretending to be or to represent other persons and/or entities and to impersonate any other person or entity;
- creating more than one personal account (identifying the same person and/or the same company);
- not keeping personal information accurate and up-to-date;
- the sharing of passwords to access the Cleviria Network with others, and/or allowing others to access an account, and/or actions that could risk the security of an account and personal data;
- the transfer/selling of accounts to third parties;
- the use and/or dissemination within the Cleviria Network, and/or by means of the same, of any content that could be considered pornographic and/or violent and/or however not strictly relevant to the purposes of use of the applications;
- the use of the Cleviria Network for actions that could be considered illegal;
- the use of the Cleviria Network to facilitate or encourage any breach of this contract or of the Cleviria Policy.

USE OF SYSTEM RESOURCES

The user may not use the applications and services offered by the Cleviria Network such that these interfere with normal operation of the Cleviria Network.

In such circumstances, Cleviria may request restoration of the level of normality where such use does not comply harmoniously, at the sole discretion of the same, with the use of other users.

The user undertakes not to use equipment that is defective or nonapproved according to European standards or that bear dysfunctions that could damage the integrity of the network and/or interfere with the applications and/or services and/or create risks to the physical safety of persons.

Cleviria does not in fact provide any warranty concerning the compatibility of equipment and programs (hardware and software) used by the user with the Cleviria Network, all the relevant checks being at the exclusive expense of the User.

VULNERABILITY TESTING

The user shall not in any way attempt to hack, examine, penetrate or test the vulnerability of the Cleviria Network system or breach the security of Cleviria or its procedures for authentication, using either passive or invasive techniques, nor may the same trace or attempt to trace the origin of information relating to any user.

FINAL PROVISIONS

The User undertakes to inform Cleviria, during registration of the user, of their personal data necessary for the full and correct execution of the contract; the same also guarantees, under their own personal and exclusive responsibility, that this data is correct, updated and accurate and that it permits identification of a subject's true identity.

The User undertakes to inform Cleviria, by updating their profile, of any variation in the data provided, promptly and in any case not later than 15 (fifteen) days from occurrence of the above mentioned variation, and also to provide at any time upon the request of Cleviria, adequate proof of personal identity, domicile or residence. Upon receipt of the above mentioned communication, Cleviria will ask the User for additional documentation in order to demonstrate the changes reported. Where the user fails to provide Cleviria with the aforementioned communication or the required documentation or where the same has provided Cleviria with data that may be false, out of date or incomplete, or data that Cleviria has reason, at its discretion, to consider as such, Cleviria reserves the right to:

- a refuse a request for registration;
- b suspend the services with immediate effect, disabling the account, without notice and for an indefinite period of time;
- c cancel and/or discontinue without notice any of the data modification operations associated with the Cleviria Network;
- d terminate the contract.

It is understood that CLEVIRIA is in no way responsible for the veracity of the data provided and/or content inserted onto the Network, by the user.

The User agrees that the data stored on a shared system can be quarantined or deleted where the data is infected by a virus or otherwise corrupt, and has, at the sole discretion of Cleviria, the potential to infect or corrupt the system or data of other customers that is introduced into the same infrastructure.

PRIVACY POLICY

GENERAL INFORMATION

This Privacy Policy is intended to describe the handling of the personal details of Users of the Cleviria Network. This involves the information provided to those that register on the Cleviria Network. The procedure laid down by the existing legislation provides for the protection of persons and other subjects regarding the processing of personal data. In accordance with the terms of the same, this processing will be based on the principles of propriety, lawfulness and transparency protecting the confidentiality and the rights of the subscriber. The processing of personal data that Cleviria intends to carry out aims to use and manage the Network and the services offered. The processing will be carried out via computerised or manual methods. The data collected will also be used by Cleviria for the integral and the correct execution of the contract and will be made readily accessible to third parties to protect rights as well as to comply with any legal or regulatory requirements at the request of the competent authorities, and its processing will be based on the principles of propriety, lawfulness and transparency, protecting the confidentiality and rights of Users and third parties. The data controller is:

Cleviria S.r.l. viale Vittorio Veneto, 80 - 59100 Prato, Italia | legal@cleviria.it

that, pursuant to Legislative Decree no. 196/2003, and in compliance with the directive 95/46/EC, will respectively appoint one or several Data Managers, that operate under its direct authority, on the basis of instructions received, identified within the area of the European Union and in compliance with the safeguards provided for by the same relating to the protection of personal data.

At any time the User can apply to the data controller (Cleviria S.r.l.) by contacting the Offices of the Data Controller - to exercise their rights, as provided by applicable legislation.

The User authorises Cleviria to collect, use, transmit, process and store the data stored in the database, with the sole aim and to the extent necessary to enable the implementation of changes and/or updates to the Service and to create aggregate and anonymous lists of data to be used for statistical purposes that can be used by third parties.

Cleviria undertakes and assures that the data processing will be in full compliance with and respect of the provisions referred to in Legislative Decree no. 196/2003.

NAVIGATION AND ACCESS DATA

The computer systems and software procedures involved in the operation of the Cleviria Network acquire, in normal operation, certain personal data that is implicitly transmitted with the use of internet communication protocols.

This is data relating to electronic traffic that by its nature is not immediately associated with identified parties but through processing or associations with data held by third parties which could result in identification of Users (e.g. IP addresses).

This data is only used for anonymous statistical information relating to the use of the service or to verify correct functionality of the same.

This data is held by the Company Cleviria S.r.l. for such period as is strictly necessary but in accordance with applicable laws and regulations.

COOKIES

Technologies such as cookies may be used to provide, improve, protect and promote the services of Cleviria. For example, cookies are useful for operations such as reminding of the username on a subsequent visit, understanding interaction with services and improving them on the basis of such data.

In any case, cookies are not used for the transmission of personal information.

No so-called persistent cookies of any kind or User tracing systems are used. The use of so-called session cookies (which are not stored in a persistent manner on the User's computer and disappear with the closing of the

browser) is strictly limited to the transmission of session identifiers (formed from random numbers generated by the server) which are necessary to allow for the safe and efficient exploration of the site. The session cookies used in this application prevent the use of other computer technologies that are potentially harmful to the confidentiality of the browsing of Users and do not allow acquisition of the User's personal id data.

The browser can be set to not accept cookies but this may limit the ability to use the services.

DATA ENTRY BY THE USER

The User independently performs remotely via the internet, via appropriate username and password, entry and/or updating of the material introduced in the space at their disposal.

Cleviria does not and is unable to exercise any control over such information.

As such, the User undertakes to take charge of the protection of data entered and to comply independently and directly with all the provisions of the regulations on the protection of personal data including obtaining the consent of third parties when necessary.

The User declares being aware of the fact and accepts that the personal and/or identification data of individuals and companies will be visible to all Users of the Cleviria Network; any other content entered by the User will only be shared with their prior authorisation.

INFORMATION SECURITY

All the information collected is stored and held in secure facilities that limit access exclusively to authorised personnel.

The services are constantly maintained to verify the presence of any breaches of security to ensure that all the information collected is protected against any intrusion of third parties seeking to access it without authorisation.

Cleviria S.r.l. takes all the security measures described by the laws and regulations applicable and in force in the European Union and shall take all appropriate measures according to the criteria and according to the latest modern standards to ensure and guarantee the confidentiality of the personal data of Users and to minimise to the extent possible the risks from unauthorised access, from removal, loss or damage of the personal data of Users.

RIGHT OF ACCESS TO PERSONAL DATA AND OTHER RIGHTS (ART. 7 OF LEGISLATIVE DECREE NO. 196/2003 - DIR. 95/46/EC)

The person concerned has the right to obtain confirmation of the existence or otherwise of personal data that concerns them and its communication in an intelligible form.

The person concerned has the right to obtain indication:

- a of the origin of the personal data;
- b of the purpose and mode of processing;
- c of the logic applied in the case of processing carried out with the aid of electronic means;
- d of identification of the data control, the data managers and the designated representative;
- e of the subjects or categories of recipients to whom the personal data may be communicated or who may learn it as designated representative in the relevant country, as managers or officers.

The person concerned has the right to obtain:

- a the updating, rectification, or, when there is an interest, integration of the data;
- b the deletion, transformation into anonymous form or blocking of data being processed in violation of the law, including data for which storage is not necessary in relation to the purposes for which the data was collected or subsequently processed;
- c certification that the operations referred to in a) and b) were brought to the attention, as well as their content, of those to whom the data was communicated or disseminated, except in the case where this is

impossible or involves the use of means that are manifestly disproportionate to the protected right.

The person concerned has the right to oppose, in whole or in part:

- a** for legitimate reasons, the processing of personal data, even if relevant to the purpose of collection;
- b** the processing of personal data for the purpose of sending of advertising material or direct sale or for the carrying out of market research or commercial communication.