



Sede legale in Roma,

Piazzale Enrico Mattei, 1

00144 Roma

Tel. centralino +39 06598.21

www.eni.com

## DEFINITIONS

**Terms:** the present terms and conditions

**Company:** Eni S.p.A., a corporation existing under the laws of Italy and having its principal place of business at the following address: Piazzale E. Mattei 1, Roma (Roma) fiscal code n. 00484960588, P. IVA 00905811006, Offices and directions in San Donato Milanese, Via Emilia 1 and in Via Fabiani

**Contribution:** an idea and/or self-candidature for the development of innovation initiatives.

**Website:** website "www.esupplier.eni.com", owned by the Company, which allows the User, as defined below to provide Contributions to the Company with innovation initiatives.

**User:** any natural person, with the necessary power, acting on behalf of a legal person (by way of mere example and without limitation: companies, startups, small and medium-sized enterprises, universities and research center) registered on the Website

The definitions referred to in this paragraph apply to both the singular and the plural of the respective items, where the context requires it.

## CONDITIONS OF ACCESS TO THE WEBSITE BY THE USER

The User, after the registration to the Website, can propose Contributions, registration is a necessary requirement if the User intends to propose any Contribution to the Website.

The access codes and passwords, generated after the registration, are confidential, personal and non-transferable. The User is responsible for the management, custody and consequences of their use. The Company cannot, in any way, be held responsible for any fraudulent use of the access data mentioned above.

By registering, the User declares to be of legal age and/or legal ability according to the law of the country of residence as well as the necessary powers of representation of any third parties in the name and on behalf of whom it acts. In no case, the registration of natural persons on their own account or not having the required elements listed in the previous paragraph, will be considered valid.

## CONDITIONS OF USE

The User who proposes any Contribution accepts the following conditions of use:

a. the User undertakes to read and respect any further regulations of the initiatives launched by the Company for which it is proposing its own Contribution and which will be made available on the Website;

b. the information related to the Contributions proposed by the User, either textual and/or documented, do not violate any obligation of confidentiality towards third parties;

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Capitale sociale Euro 4.005.358.876,00 i.v.

Registro Imprese di Roma, Codice Fiscale 00484960588

Partita IVA 00905811006, R.E.A. Roma n. 756453

Sedi secondarie:

Via Emilia, 1 - Piazza Ezio Vanoni, 1

20097 San Donato Milanese (MI)



c. the proposal of any type of Contribution, the User there will be put in no relationship, contractual obligation or employment relationship between the Company and the User, and/or the company on whose behalf the User provides the Contribution;

d. the Company is not obliged to provide feedback to the User with reference to the proposed Contribution. In the event of interest by the Company, it will provide feedback to the User without constraints, time constraints, neither temporal, nor contractual, nor economic;

e. the Company is entitled to contact the User, using the contact declared by him/her during the registration, whenever it intends to request further information on the Contribution proposed. This additional information collected by the Company is to be understood as non-confidential. If the Company and the User intend to exchange confidential information, they may decide to sign specific confidentiality agreements according to the needs of the parties involved;

f. the Company is not required to return data, information, material and/or documentation present in the Contribution, even in the event of deletion of the User's profile on the Website;

g. unless otherwise indicated by the Company with reference to the individual innovation initiative, Contributions proposed by the user will only be accessible by the Company and, therefore, the other Users of the Website will not be able to view them;

h. the User cannot, for any reason, intentionally or unintentionally, violate any local, national or international law or regulation;

i. the User cannot transmit or facilitate the transmission of any Contribution that violates any patent, trademark, trade secret or other intellectual property rights of any third parties;

j. the User who participates with its own Contributions, regardless of their nature, accepts not to include inappropriate content, in particular with reference to, by way of mere example and without limitation:

- racism, bullying or cruelty to men and animals
- politics and political symbols, campaigns or movements
- religion including symbols, buildings or people
- sex, nudity, drugs or smoking
- bad language
- killing, terrorism, war, horror or torture.

## **RIGHTS AND RESPONSABILITIES OF THE COMPANY**

The Company reserves the right to prevent and suspend registration or access of the User on the Website in case of breach of these Terms or if the User no longer satisfies the conditions for accessing the Website. The Company also reserves the right to restrict access to the Website, entirely or in part, in order to comply with the legal or regulatory constraints, potential norms and/or injunctions of any authority.

The Company has the possibility, without prior notice, to interrupt the activities of the Website for the purpose of maintenance and updating of contents. The Company is not responsible in case of interruption or momentary unavailability of the service referred to in the Website and/or for delays, problems in operation or incompatibility between the Website and the files used, the browser or any other program used to access the Website.



The Company reserves the right to modify the content of the Website at any time and without notice. The Company does not assume any responsibility (direct or indirect) in case of delay, error or omission in relation to the contents and use of the Website.

The Company may, in its exclusive discretion, remove or block any content from the Website for any reason and without notice.

The Company is not responsible towards the User for possible hypertext links on the Website to other websites and, with particular reference to their content.

## **INTELLECTUAL PROPERTY**

All contents present or made available through the Website in the form of text, graphics, logos, icon buttons, images, audio files, digital downloads, data collections and software are owned by the Company or licensed to the same and are protected by Italian laws, the European Union and international copyright laws.

All graphic material, logos, page headers, icon buttons, characters and trademarks included or made available by the Company on the Website are trademarks or distinctive signs of the Company or licensed to it. The Company's trademarks and distinctive signs may not be used in connection with products or services that are not of the Company, in such way as to generate confusion with the public or in any way that may denigrate or discredit the Company. All other trademarks and/or distinctive signs not owned by the Company that may appear on the Website may be owned by their respective owners.

The user is prohibited of any unauthorized reproduction of the content on the Website. It is not possible to sell, license, distribute, copy, modify, republish or otherwise use the contents of the Website. Any partial or total representation, modification, reproduction, distortion, by the User, of all or part of the Website and its contents, with procedures of any kind and by any means, in the absence of written authorization by the Company, may allow the Company to proceed to close the User account, subject to further actions in order to protect the Company.

With regards to the Contribution proposed by the User, any intellectual and industrial property rights relating to the same shall remain property of the User who proposed such Contribution. The Contribution shall be original or, in any case, shall not infringe upon any third party intellectual and industrial property rights. The User shall be held liable for any possible infringement of intellectual and industrial property rights arising or by any means related to the Contribution.

In the case that the Contribution should be of interest to the Company and the Company should consider it necessary to start a collaboration with the User for the development and/or implementation of the Contribution, the User and the Company will agree to regulate intellectual property and industrial rights deriving from such development and/or implementation, this including the possibility of commercial exploitation of it, or for the payment of a fair compensation.

In relation to the Contribution, the User accepts the following conditions:

- a. the User must provide an explanation of any industrial and/or intellectual property rights to protect the proposed Contribution;
- b. for the protection of the Contribution, the User must autonomously provide and rely on adequate protections and legal protections of the Contribution through patents, trademarks, copyrights and registrations with the competent authorities;
- c. the Contribution proposed by the User, where it will not result, on the basis of the declaration mentioned in point a., protected by industrial and/or intellectual property rights, could be developed independently



by the Company, without involvement of the user or the third part being represented, not in any way prejudicing the User's or represented third party's rights;

d. in the absence of industrial and/or intellectual property rights attributable to all or part of the Contribution, the User understands that the information and documents contained in the Contribution are not subject to confidentiality obligations;

e. any additional information transmitted by the User to the Company may be protected by subsequent confidentiality agreements signed between the parties.

## **CONFIDENTIALITY**

If the specific regulation of an innovation initiative proposed by the Company expect that Contribution is public and therefore visible to other Users, the User is obliged to keep the Contributions strictly confidential, accepting not to disclose, copy, reproduce and/or distribute, by any means, directly or indirectly the information published by other Users. Unauthorized reproduction will give the Company the right to close the User's account, who will remain responsible towards the Company and third parties. The Company cannot, in any case, be held responsible about any violation by the Users of commitments listed in this paragraph.

## **DATA PROTECTION**

All personal information provided by the User in order to manage the application and to send the relevant documentation, will be processed by the Company in accordance with the EU Regulation no. 2016/679 and the applicable data protection laws, in the modalities described in the Privacy Policy of the Website.

## **FAILURE TO COMPLY WITH THE TERMS**

If the User does not comply with these Terms, the Company will, at any time, have the right to suspend and/or terminate the registered User's account, subject to any further action in case of damage or any violation of the law.

## **APPLICABLE LAW AND JURISDICTION**

These Terms are governed by Italian law. For any dispute that may arise in relation to the validity, execution and/or interpretation of these Terms, the Court of Rome will have exclusive jurisdiction.