## GENERAL TERMS AND CONDITIONS FOR THE USE OF THE "ECO2CARE VER REGISTRY"

#### 1. Introduction.

The "VER eCO2care Registry" (hereinafter, also the "Registry") is an online platform that provides a paid service for the circulation of VER credits (Verified Emissions Reduction) relating to CO2 equivalent not emitted or fixed (hereinafter also VER Credits), giving the opportunity to interested parties, through commercial operations related to said VER Credits, to offset their emissions of CO2 and/or other greenhouse gases. Through the platform www.eco2care.org, access may be provided to voluntary Projects for reduction/fixation (hereinafter, also the Projects) of greenhouse gas emissions (hereinafter, also GHG), validated and verified by an accredited third party, in order to determine the corresponding quantity of VER Credits. The third parties whose validation and verification activities of projects are recognised by the Registry consist solely of certification bodies accredited by recognised public or private Accreditation Bodies with proven experience in the greenhouse gas sector, that meet both of the following criteria: That provided in the ISO 14065:2020 standard "General principles and requirements for bodies validating and verifying environmental information", together with that provided in the ISO 17029:2019 standard "Conformity assessment – General principles and requirements for validation and verification bodies", and subsequent amendments and/or additions. The list of validators/verifiers allowed to operate on the site is made public on the site itself and periodically updated. The data relating to the Projects and the relevant VER Credits admitted to the Registry are public, thus creating the possibility of establishing contact between the proponents of the Projects and the potential buyers of VER Credits, functional to the creation of a system of exchange of emission quotas, within a voluntary market. Within the Registry there is a reserved area, in which Users with a registered Account can conclude contracts relating to the exchange of emission quotas, and in which Users can view updated data on concluded contracts and on their own VER Credits. The Registry, accessible to the Public in the public part and to Users also in the reserved part, via the website, is managed by the company TETIS Institute S.r.l. (hereinafter, also only TETIS) with registered office in 16122 Genoa, v. Gropallo 4-19, VAT 02530640990, and email address info@tetisinstitute.it). These General Terms and Conditions establish the legal reference framework for the use of the services offered by the Registry to Users, and concern the use and access to the Registry. By accessing or using the Registry's website, the User agrees to be bound by these General Terms and Conditions for the use of the Registry.

#### 2. Definitions.

- CO2 equivalent (CO2eq): is a method of measuring greenhouse gases, which considers the warming potential of each greenhouse gas in relation to that of CO2. The measurement can also be expressed as carbon equivalent (C eq): 1 Kg of CO2 eq = 0.27 Kg of C;
- Platform: means all communication and interaction tools between TETIS, Users and the Public, in particular, by way of mere explanation and not exhaustively, the website www.eco2care.org;
- Project: means the GHG emission reduction programme, verified and certified by a
  qualified third party, in order to determine the quantity of VER Credits relating to CO2eq
  not emitted or fixed, which is registered within the reserved area of the Platform;
- Certification Body: independent third-party organisation, accredited by recognised public
  or private Accreditation Bodies, according to the criteria established in these General
  Terms and Conditions, which proceeds with the validation and verification activities of the
  project and the issuance of VER type credits;

- VER Credits: means the CO2eq reduction certificates, which represent reductions in greenhouse gas emissions, verified and derived from duly validated climate protection Projects. One VER corresponds to 1 ton CO2eq;
- Public: means the subjects who access the Platform with informative purposes of the activity of TETIS and of the Registry;
- User: means the subject who uses the Platform in order to register their own Project and/or proceed with the exchange of emission quotas, and therefore to conclude exchange contracts for valuable consideration however denominated of VER Credits.

The User therefore uses the Platform exclusively for their commercial or professional activity (even if not prevalent). The User can be of the following different categories:

- A. User-Seller (hereinafter also, for brevity, "Seller"), one who holds VER credits deriving from their own Project validated and registered in the reserved area of the Platform, and who intends, for valuable consideration, to make available to subjects who intend to contribute to climate mitigation, offsetting the GHG emissions of their activity. The exchange operations for valuable consideration however denominated relating to such VER credits can be carried out directly by the Seller or through a subject expressly and specifically authorised by them (so-called Delegate), equipped with their own account within the Platform;
- B. User-Buyer (hereinafter also, for brevity, "Buyer"), one who, intending to contribute to climate mitigation, offsetting the GHG emissions of their activity (product, service, event, production cycle, entire organisation), supporting Projects implemented in the territory, purchases VER Credits;
- C. User-Delegate from the Seller (hereinafter also, for brevity, "Delegate"), one who holds credits deriving from a Project validated and registered in the reserved area of the Platform, expressly and specifically authorised by one or more Sellers to carry out exchange operations for valuable consideration however denominated relating to VER credits in the name and on behalf of such Sellers, operations that have as their sole object the zeroing and/or permanent withdrawal of said VER credits, pursuant to Articles 3 and 7 of these General Terms and Conditions:

## 3. Object of the contract.

TETIS, against the receipt of payment of the agreed price according to the Commercial Terms and Conditions in force at the time of stipulation or subsequently updated and/or modified (deducted any sum for taxes and/or fees and/or costs, also for bank charges of the accounting operation), with the User, allows, through the website www.eco2care.org, the visibility of the Seller's Project towards the Public and Users who use the Platform, as well as the conclusion of purchase and/or exchange relationships and/or commercial operations however denominated of VER Credits between Users. within the reserved area. The Seller, in order to promote the credits deriving from their own Project within the public area of the Platform and conclude purchase and/or exchange relationships and/or commercial operations however denominated relating to their VER Credits must have an account. The buyer, in order to conclude purchase and/or exchange relationships and/or commercial operations however denominated relating to VER Credits must have an account. The Delegate, in order to conclude purchase and/or exchange relationships and/or commercial operations however denominated relating to VER Credits, in the name and on behalf of Sellers who have expressly and specifically authorised them within the limits of Articles 3 and 7 (zeroing and/or permanent withdrawal of VER credits) must have an account. In any case, it remains the exclusive responsibility of the Seller who uses one or more Delegates to immediately communicate to the

Registry the termination for any reason of the granted authorisation. TETIS will make the selection of Projects that can be disclosed through the Platform, at its discretion. The VER Credits identified through the certificates issued by the Certification Bodies, are received, managed and withdrawn through the Registry and can be used exclusively within the Platform, as the only voluntary exchange system. It is therefore not allowed the simultaneous registration of a Project and/or VER credits related to it already indicated on this Platform on other registries and/or platforms and/or sites and/or other structures online or offline however denominated, even if they do not pursue purposes of conclusion of commercial operations related to them. By signing these General Terms and Conditions, the User also declares and ensures that the Project for which registration is requested and the credits related to it have not already been registered on other registries and/or platforms and/or sites and/or other structures online or offline however denominated, even if they do not pursue purposes of conclusion of commercial operations related to them. In order to ensure that the credits are used only once, they will be withdrawn from the Registry at the moment of zeroing of the generated credits (permanent withdrawal). In case of permanent withdrawal and therefore zeroing of VER Credits from the Registry, these cannot be further transferred; in any case, the accounting is immediately updated also on the public area of the Platform of the quantitative variation or zeroing of VER Credits. In any case, TETIS cannot be held responsible for any inaccuracies in the publication of data relating to VER Credits reported for mere informational purposes in the public area of the Platform, as they are in any case data owned or exclusively available to Users. The limitations of liability provided for in these General Terms and Conditions extend to the personal liability of employees, collaborators, representatives and executive bodies of TETIS. In any case, the possible liability of TETIS, in relation to any event and/or series of related events, cannot exceed the consideration paid by the User during the six months preceding the harmful event. The consulting activity possibly requested by the User to TETIS for the calculation of the climate footprint (Carbon Footprint) of their emissions of CO2 of their products or services or entire organisation, or for the registration and/or development of a Project, which require the stipulation of a separate contract, is excluded from these General Terms and Conditions.

#### 4. Exclusion.

The compensation of CO2eq emissions and the related reductions are realised through climate protection Projects, including the services provided by the respective Project proponents, in relation to which TETIS assumes no responsibility. TETIS is not responsible, in particular, for the quantity of VER credits issued, as it is exclusively recognised by the certification bodies, recognised according to the parameters indicated, among others, in Articles 1 and 2 of these General Terms and Conditions. The purchase and/or exchange relationship and/or commercial operations however denominated relating to VER Credits between the categories of Users is unrelated to TETIS, which merely provides the IT service of access to the online Platform, against payment of the agreed fee. TETIS does not edit the content published by Users on the Platform and will not be responsible for the same in any case. TETIS reserves the right to delete, at its sole discretion, without notice, content if reported by third parties or deemed by TETIS to be offensive, inappropriate or potentially infringing third party proprietary rights or that may potentially have the effect of preventing, restricting or falsifying in a consistent manner the competition game. By publishing and distributing content on the Platform, the User expressly declares and guarantees not to publish content and/or materials covered by third party proprietary rights without the express consent of the right holder, or in any way harmful in a consistent manner, even potentially, to the competition game, and in any case accepts to indemnify TETIS against any legal action deriving from or connected to violations attributable to them from such violations.

#### 5. Registration and cancellation of the account.

The User guarantees and ensures to have full familiarity with the characteristics of the technologies connected to the use of a website (and therefore the possibility of correctly navigating among the links and/or references to another section of the Platform) as well as with the limits of the Internet. In particular, they acknowledge that, given the current state of technological knowledge, it is impossible to guarantee that the data sent by the User conveyed through the Internet are entirely secure. TETIS cannot therefore be held responsible for any incidents and/or damages deriving from such transmission of data. The User therefore guarantees and ensures to have at their disposal the necessary technical tools for the fruition of the services offered through the Platform (in terms of, among other things, hardware, software, adequate internet connection), for which they are therefore solely responsible. The User agrees to indemnify TETIS from liability, damages, expenses, claims or costs, deriving from complaints or disputes, including judicial ones, in relation to the use of the Platform's services. In any case, the User explicitly acknowledges and agrees to use the Platform at their own risk and under their exclusive responsibility. In particular, the User acknowledges and accepts that TETIS does not guarantee the uninterrupted availability of the Platform. In case of interruption of such availability for reasons attributable to TETIS, it will make every technically and economically reasonable effort to restore availability in a timely manner. The User undertakes not to raise any objection in case of reductions in the suitability of the service, with respect to its contractual purpose, that can be considered minor and marginal; the User acknowledges from now that the lack of availability of the Platform for a period of ten entire days is considered a minor defect of suitability. Any liability of TETIS for defects already existing at the time of the conclusion of these General Terms and Conditions is excluded. For the use of the reserved area of the Platform by the User it is necessary that the same is registered. For the creation of the account, the User shall:

- A. fill in all parts of the online account registration form, according to their reference category (Seller, Buyer, Delegate);
- B. make the payment of the amount indicated by the Commercial Terms and Conditions for the creation of the account:
- C. attach the payment receipt to the online registration form.

Registration does not confer any right in relation to the use of software present on the Platform, except for the use strictly necessary for the fruition of the services of the Platform itself. Therefore, the registered User cannot grant rights of use, assign or transfer licenses in relation to such software. Moreover, the following activities (indicated in a merely exemplary and not exhaustive manner) are prohibited and the User will be required to compensate damages to TETIS: a) issuing or sharing computer viruses, worms, malware or software that deliberately damage or modify the system or data of the Platform; b) systematically collecting information or data of other Users without authorization (for example, email address and similar), for purposes different from those related to the use of the Platform; c) using the Platform in a fraudulent or malicious manner or in an automated manner, or causing an overload of the server or interfering with or damaging server and network connections in other forms; d) copying part of the Platform or part of its code into other applications, sites or services; e) interfering with, modifying, damaging or corrupting part of the Platform or part of its code; f) attempting to access server data or communication data without authorization; g) using the Platform without having verified that your device is free of viruses; h) interfering with or damaging the Platform; i) directly contacting a User found within the Platform in order to evade payment of what is due for the use of the services offered by the Platform; I) in the use of the Platform conveying discriminatory, political or otherwise irrelevant messages, using vulgar, blasphemous, offensive or discriminatory language or expressions, advertising or displaying trademarks without authorization, doing or saying anything not relevant to the activity or that may harm in any way and even potentially the free game of competition or in some way hurt sensitivities of Users or damage even indirectly the image of TETIS. The minimum age for account registration is 18 years in Italy and the age of majority in other countries. By registering, the User declares under their own responsibility to possess the age requirements under the terms of the applicable law, and to legally have the capacity to stipulate contracts for the represented legal entity. The User shall register their profile, entering correctly and truthfully the requested data (name, surname, address, tax code, VAT number, contact details, billing data, payment data). The use of pseudonyms or fantasy names is prohibited. The User may be required to provide a copy of an identity document in order to verify their identity, and in the case of companies or in any case multiparty entities, may be required to provide a copy of the document (for example, an up-to-date Chamber of Commerce registration as of the date of signing these General Terms and Conditions and/or Commercial Terms and Conditions; for the profile of the Delegate, the authorising act however denominated to act in the name and on behalf of the Seller) that certifies the existence for the natural person who proceeds with the registration of the account of the powers provided for by the applicable law to act in the name and on behalf of such subjects. The User has the right to cancel at any time the profile created during registration, requesting cancellation at registry@eco2care.org, such behaviour constituting willingness to withdraw from this contract. Once their profile has been cancelled, the User will no longer be able to access the reserved area of the Platform, without the right to restitution of any amount paid up to that moment, and in any case TETIS reserves the right to take legal action for the recovery of sums possibly still owed by the User, in addition to compensation for damages. TETIS will consequently delete all content uploaded by the User, both in the public part and in the reserved area, content that may be retained by TETIS for the purposes provided by law.

## 6. Refusal or cancellation of registration by TETIS.

TETIS reserves the right to refuse, at its sole discretion, the registration of the User's account. In this case, the entered data will be immediately deleted. If the User provides false, inaccurate, not updated or incomplete data, or TETIS has reason to suspect that such data are false, inaccurate, not updated or incomplete, TETIS has the right to suspend or immediately close the account of the User in question without notice and to refuse any current or future use of the Platform (or any part of it), without the User having the right to refund any amount paid previously. In any case, TETIS reserves the right to contact the User at any time to verify the data provided. In case of breach of the clauses of this contract and/or of the commercial conditions, of false declaration, of lack of the necessary skills, of illicit use of the Platform or in any case with methods considered by TETIS incompatible with the nature of the Platform itself, by the User, TETIS reserves the right to immediately suspend the User from the use of the Platform's services and/or may consider the contract resolved, without obligation to return any amount paid up to that moment by the User, also reserving the right to act against the User for compensation for damages. TETIS also reserves the right to suspend the use of the account registered on the Platform in case of lack of VER credits in the name of the User and/or non-use and/or access for a period of six months and, after communication, inhibiting access to the Platform itself, with consequent deletion of registration and/or access data.

#### 7. Registration of the Project.

Following the correct creation of the account, the Seller has the possibility to propose the registration of a Project within their reserved area. The Seller present in the Registry with their own Project is allowed the possibility - directly or through their own Delegate - to purchase other VER credits from other projects also present within the Platform; the VER credits purchased from other projects present within the Platform cannot be subject to further commercial operations, but solely subject to zeroing and/or permanent withdrawal, pursuant to Art. 3 of these General Terms and Conditions. For the deposit of the proposal for registration of a Project, the Seller must:

- a. access their reserved area;
- b. fill in all parts of the online Project registration form, indicating the details of the same and attaching the required documents (Project Design Document, VER Validation Report, Validation Conformity Statement), which attest to the validation of the proposed Project by a Certification Body, with the characteristics better detailed in Articles 1, 2;
- c. make the payment of the amount indicated by the Commercial Terms and Conditions for the registration of the Project,
- d. attach the payment receipt to the online registration form.

By correctly carrying out the indicated procedure, the Registry will, after a formal check also regarding the formal suitability of the validation produced by the Certification Body chosen by the Seller, insert the Project within the Seller's reserved area, indicating the relevant VER Credits. The Seller proposing the Project can request the registration of a number of VER Credits equal to or less than the credits generated by the Project and verified by the Certification Body. The verified credits, but not registered, can be indicated in addition at a later time, upon payment of the relative fee, according to what is provided in the Commercial Terms and Conditions. Although TETIS intends to select exclusively the Projects of Users considered reliable and certified by certification bodies accredited pursuant to, in particular, Articles 1 and 2 of these General Terms and Conditions, TETIS cannot guarantee to the User the achievement of a specific result in the reduction and/or compensation of their emissions, nor a reduction of the quantity of specifically identifiable greenhouse gas.

#### 8. Operations relating to the registered Project.

The User with an active account, through their reserved area can conclude purchase and/or exchange relationships and/or commercial operations with other Users, relating to their own VER Credits or those of other Users by whom they have been expressly and specifically authorised, in the terms indicated by Articles 3 and 7, being indicated in the reference account the VER credits that have been transferred there as a result of the commercial operation, or zeroed, with indication of the residual quantification or of the zeroing also in the public area of the site. For this purpose, each User involved is required to communicate to the Registry the exact quantity of VER Credits subject to each purchase and/or exchange and/or commercial operation, however denominated, as soon as the same has been concluded within and/or by reason of the presence of the Project in the Platform. In case of contrast between the data communicated on the VER credits subject to the single commercial operation, TETIS reserves the right to request from the Users involved the documentation relating to the exchange in dispute. The Registry does not accept commercial operations relating to VER Credits through blockchain procedures or tokenization. Subject in any case to the possibility of resolving this contract for exclusive fact and breach by the User for violation of this article, to be considered essential, in addition to compensation for damage.

## 9. Acceptance of the General Terms and Conditions and of the Commercial Terms and Conditions.

With registration on the Platform, the User expressly accepts (by clicking on the relevant checkmarks) all the conditions of this agreement, and declares and guarantees under their exclusive responsibility to have the titles and/or skills necessary for the admission of the Project on the Platform and for the purchase and/or exchange and/or commercial operation however denominated of VER Credits. TETIS, in its capacity as provider of information technology, does not assume any responsibility regarding the competence and/or professionalism of the User. With the acceptance of the General Terms and Conditions and the Commercial ones, the User will be able to access the Registry and use the reserved area of the Platform. Payment is made through the payment instruments indicated in the Commercial Terms and Conditions. TETIS reserves the right to make changes to the commercial conditions, in particular according to the implementations to the services made available. The changes will be communicated in advance and will not have effect for the period preceding the communication.

#### 10. Payments and non-payments by Users.

In the case of non-payment of any sum due under the terms of the Commercial Terms and Conditions accepted by the User, TETIS will send a reminder email to the address indicated by the User, and in case of further delay of five days will suspend the User's account, preventing access to the reserved area, guaranteeing only the functionalities strictly necessary for the management of due payments. After a further period of five days without the User having made the payment, the account will be blocked, and TETIS reserves the right to take legal action for non-fulfillment and compensation for damages.

## 11. Responsibility between Users.

Users conclude directly between them the relationships of purchase and/or exchange and/or commercial operations however denominated relating to VER Credits, exclusively through the Platform, and the Seller, even in case of commercial operation concluded through their own Delegate, is the only responsible towards the Buyer for each VER Credit transferred, and in any case for the exact fulfillment of the performances deduced in said contracts towards their counterpart, fully indemnifying TETIS from any responsibility regarding the said transferred VER Credits, and from any possible restitutory/compensatory request coming from Users or from third parties in general.

## 12. Payments of the services by Users.

The payment of what is reciprocally due by Users for contracts concluded through the Platform is managed within the Platform, solely for the purpose of the exact quantification of VER Credits to be credited and/or withdrawn in the reserved area of each User and publish for informational purposes in the public area of the Platform. Each User will therefore receive the prescribed fiscal document for the conclusion of the contract relating to VER Credits from their contractual counterpart.

#### 13. Functioning of the Platform.

The Seller is aware and accepts that the order, visibility and methods of presentation of Projects and/or their content uploaded on the Platform is managed by the algorithm of the Platform itself, which will always give precedence to the Buyer's search criteria, combining them with other parameters (such as, by way of mere indication, the views). The Seller's right remains firm, directly or through their own Delegate, to advertise their content and obtain greater visibility on the Platform to be contacted by new potential Users, without this entailing any guarantee for TETIS regarding the success and effectiveness of such visibility.

## 14. Withdrawal by TETIS.

TETIS can at any time and without having to provide any justification (in particular, in case of termination for any reason of the Registry) withdraw from the contract with the User with 30 days notice, without obligation to return any amount paid up to that moment by the User due to the services however used up to that moment, and in any case subject to compensation with what is still owed by the User to TETIS.

#### 15. Exclusion of TETIS's responsibility for the use of the Platform.

In light of the type of services offered (which are limited to the provision of software for uploading digital content and the management of some personal data) TETIS declines any responsibility for any possible damage and/or loss that the User should suffer as a consequence of the use or non-use of the Platform or its content. Due to the specific nature of the Internet, TETIS does not declare nor guarantee that the Platform will always be available, or uninterrupted access to it or the continuity of the service. TETIS is also not responsible for what might be written directly by other Users.

#### 16. Obligations of the Users.

The User is the sole and exclusive responsible for their activity towards TETIS and is responsible for all damages caused to it. The User, with the acceptance of all these clauses, is in particular obliged to:

- a. know perfectly these General Terms and Conditions and the Commercial Terms and Conditions (including any updates and modifications);
- b. respect every agreement with TETIS;
- c. guarantee the conformity of their activity to the standards promised and legitimately expected by other Users;
- d. not provide any false, mendacious or untruthful indication to TETIS or other Users;
- e. refrain from any behaviour that may in any way (even only potentially) harm TETIS and its image;
- f. guarantee that the reciprocal processing of personal data by Users is in conformity with the legislation on the processing of personal data;

- g. not to maintain fraudulent or deceptive behaviour in the respective confrontation of Users or TETIS;
- h. dispose of VER Credits exclusively within the Platform with Users, and therefore not sell (or try to sell) said VER Credits directly to a subject outside the Platform;
- i. not disclose the information of the agreement concluded with TETIS;
- j. not invite on other competing platforms Users with whom another User has come into contact through the Platform (public or reserved area), in particular in the three months following the termination of the effects of these General Terms and Conditions, for whatever cause it has occurred; Each User is also required to indemnify and guarantee TETIS for any request and/or legal action introduced by another User or by third parties against TETIS (including any compensatory request for damages also to health -) referable to the activity of the User or to the obligations assumed by this pursuant to these General Terms and Conditions.

### 17. Uploading of content by the Seller.

Among the services provided by the Platform is the possibility for the Seller to upload their own images and/or videos relating to the admitted Projects, which TETIS will save on its servers and make available to Users and the Public through the Platform itself. The ownership of the images and videos uploaded on the Platform remains with the User who uploads them. The User can at any time proceed with the deletion of such images, but the faculty of TETIS to keep a copy for the purposes referred to in Art. 5 remains. By uploading the images and videos, the User assumes all responsibility for them, exonerates TETIS from any responsibility and expressly indemnifies TETIS from any possible responsibility towards third parties. In case of receipt by TETIS of a compensatory request, the User shall provide TETIS, in a timely and accurate manner, with all available information.

# 18. Prohibition of uploading images and videos of third parties, prohibited or offensive images and videos or images and videos of nudity.

It is absolutely forbidden for the User to upload images and/or videos of other people or to upload images and/or videos whose use or possession is prohibited by law or that are offensive and in any case it is forbidden to insert images and videos of nudity. Regardless of whether this gives rise to a crime, it is forbidden, in general, to upload content of a pornographic, sexual, violent, racist, seditious, discriminating, not suitable for minors, offensive and/or defamatory nature. The User is also required to refrain from violating third party proprietary rights (for example, copyright and trademark rights). In particular, they must respect the necessary rights for the images, sounds and videos uploaded. The viewing of images and videos by TETIS (its employees and/or collaborators) is limited according to compliance with the regulations on the processing of personal data, and therefore no moderation activity is carried out. The only activity of TETIS consists, with IT methods, in saving the images and/or videos in order to make them available to other Users or the Public. TETIS reserves the right to temporarily block the User's profile or to delete or remove content that is potentially illegal or in potential violation of the principles indicated above at any time and without notice, without prejudice to the possibility of resolving the contract for violation of the clauses contained in this article, to be considered essential.

## 19. Anti-fraud protection.

The User is required to protect their account from unauthorized access and its fraudulent use. TETIS assumes no responsibility for the case in which third parties manage to access the account

with unpredictable methods and such as to not be reasonably avoided. In any case, it remains the User's responsibility to keep their profile access credentials confidential. TETIS assumes no responsibility in case of unwanted or abusive access to the profile and content occurred through the correct credentials. In case the User verifies or suspects the presence of a fraudulent or unauthorized access, they are required to communicate it promptly via e-mail to the address registry@eco2care.org.

## 20. Rights of use on the contents of the Platform - Intellectual property.

eCO2care - Carbon Account Registry for Climate Neutrality - is an internationally registered trademark by TETIS and the University of Genoa, whose use is governed by a specific Trademark License Agreement and not included in these General Terms and Conditions. All intellectual property rights on goods and services provided and/or delivered by TETIS are owned by TETIS or in any case lawfully usable by it. This applies in particular to software, know-how, written and/or electronic information material, marketing documents, logos, labels and data relating to media and all other values delivered by TETIS. The User has no right in relation to the use of software present on the Platform, except for the use strictly necessary for the fruition of the Platform itself, and cannot grant rights of use, assign or transfer licenses in relation to such software. Reproduction, modification, processing, distribution or transmission of the software and protected materials is also prohibited. The software, its writing, sequence, organization and source code are considered covered by trade secret and are protected by law and are the property of TETIS. TETIS guarantees a non-exclusive and non-transferable right of use of these contents exclusively within the scope of these General Terms and Conditions and only for the duration of the contract (including the deactivation of the User's account). TETIS reserves the right to adopt all the technical measures it deems adequate for the protection of the contents and technological base of the Platform against uses contrary to what is contractually established. The use of the contents and/or technological base of the Platform in accordance with the provisions of the contract cannot go beyond purposes different from that for which they have been made available. In the event that TETIS detects a use of the contents and technological base of the Platform in violation of the contract, or ascertains unauthorized use by third parties, it may request the User, who undertakes to provide immediate feedback, all the information at its disposal relating to such use in order to ascertain the violation of contractual provisions.

#### 21. Processing of personal data.

TETIS processes the User's personal data limited to those that are strictly necessary for the execution of this contract by virtue of the consent received to the processing itself also with the acceptance of these General Terms and Conditions and/or the registration of the account, in any case in compliance with the Italian and/or European Union relevant legislation on the matter that is directly applicable to the relationship, as well as the privacy policies, whose updated version is available in the appropriate section of the Platform. In relation to the personal data of other Users or third parties who come into contact with a User through the Platform, the User acts as an autonomous Data Controller and exonerates and indemnifies TETIS from any responsibility regarding the processing of such data.

#### 22. Changes to the General Terms and Conditions and/or Commercial Terms and Conditions

TETIS reserves the right to modify these General Terms and Conditions and/or the Commercial Terms and Conditions. TETIS will communicate to the User the changes via e-mail (to the address provided during registration) at least two weeks before the expected entry into force. In the absence of communication of dissent within this period and continuing to use the Platform the communicated changes will be considered as accepted. The non-expressed acceptance of the communicated changes will be considered as willingness of the User to withdraw from this contract.

## 23. Language of the contract, applicable law and competent court.

The language of the contract is Italian. This agreement as well as the Commercial Terms and Conditions are governed, by express choice of the parties, entirely and exclusively by Italian law, and for any dispute that should arise regarding its conclusion and/or application, the jurisdiction of the Italian ordinary judicial authority applies exclusively, and the Court of Genoa is exclusively competent.

## 3. Salvatory clause.

If any of the clauses of this contract is or becomes completely or partially invalid, this circumstance will not have effect on the remaining clauses.