

## General terms and conditions of access to Cerved Group SpA services via Internet and with credit card payment

### Right of withdrawal

In accordance with and for the purposes of Legislative Decree No. 185/99 and restricted to the aforementioned decree's field of application as stated in articles 1 and 2 of said decree, the CLIENT, who is considered a consumer as per the aforementioned decree, shall be entitled to withdraw from this order within 10 working days of the order completion date as stated below, giving written notice by registered mail with return receipt (or by telegram, fax or telex provided this is confirmed by registered mail with return receipt within the following 48 hrs) to: Cerved Group SpA Customer Services, Via Morgagni, 30/H, 00161 Rome (Fax: 06/44110722). Once the aforementioned period has lapsed, the order is understood to be finalised for a period of three months from the mailing date as per article 1329 of the Italian Civil Code.

In accordance with article 1327 of the Italian Civil Code, the CLIENT submits a specific service application to Cerved Group SpA without prior acceptance, with the latter being obliged to give notice in writing of the activation of access to said service at which time the parties shall enter into the contract (hereinafter referred to as the "Contract"). The aforementioned option to withdraw from the order shall cease to apply as from when the CLIENT starts to use the service.

### ARTICLE 1 – PURPOSE OF CONTRACT

The purpose of this Contract is the right granted to the CLIENT to access and use, within the limits approved by law, for the contract duration and as per the terms and conditions stated herein, the telematic services provided by Cerved Group SpA, called "RETEAFFARI – TELEMATIC SERVICES FOR BUSINESSES" as described online in Cerved Group SpA's web site (said descriptions form an integral part of this Contract), whose content, technical characteristics, standing charges and access costs shall be made known to the CLIENT at any moment and which the CLIENT acknowledges as suitable for his/her specific use, accepting all related risks.

The licence as per the Contract, is limited exclusively to extraction of non-substantial amounts of the content of Cerved Group SpA databanks, Chamber of commerce databanks and other accessible databanks as per the provisions of article 9, with any re-use being strictly forbidden as per article 102-bis.1, letter c) of Law No. 633 of April 22 1941. It is clearly understood by the parties that they can, by mutual agreement, increase the range of Telematic Services covered by this Contract through Cerved Group SpA's exclusive right to include additional services in the "Reteaffari" services, informing the CLIENT of these new service in the way it considers most appropriate and indicating the relative costs, and through the CLIENT exercising the right to use said additional services. It is also understood that Cerved Group SpA can remove access to one or more of the aforementioned databanks from the set of telematic services covered by this Contract, in accordance with the conditions listed in article 4 below, and save for the rights of the CLIENT stated herein.

The Telematic Services can be accessed from 8am to 9pm, Monday to Friday. No access is possible on Sundays and weekday public holidays. Cerved Group SpA, in its unquestionable opinion, reserves the right to grant access outside the days and times listed above.

### ARTICLE 2 - CONDITIONS OF ACCESS, RIGHT TO TEMPORARILY SUSPEND OR INTERRUPT TELEMATIC SERVICES

The Telematic Services shall be accessed via Internet or, in general, with TCP/IP connections via web interface. The CLIENT is completely responsible for compatibility of the equipment and software chosen by the CLIENT, both with regard to any expenses and relative liabilities, as well as for checking compatibility. Cerved Group SpA cannot be held responsible, not even in part, for any fault, problem, discontinuity or impossibility in accessing and/or using the Telematic Services resulting from compatibility as stated above, or from any other problem directly related to the CLIENT's hard/software.

The parties specifically agree that in the event of any regular or extraordinary maintenance operations proving necessary in order to ensure proper access to the Telematic Services, Cerved Group SpA can temporarily suspend the services in question, giving previous online notification on its website. In this case, the CLIENT shall be entitled to a reduction of his/her standing charge in direct proportion to the number of days of suspension only if said suspension lasts for a period of more than seven days.

Save for the possibility of availing itself of the cancellation clause as per article 12, Cerved Group SpA shall be entitled to suspend supply of the Telematic Services following a breach of any of the CLIENT's contractual obligations. Should any breach occur, Cerved Group SpA shall send the CLIENT a notice to fulfil said obligation by registered mail with return receipt, assigning a date by which the obligation must be fulfilled which is not earlier than twenty working days from the moment the CLIENT receives said notice. Should said breach fail to have been put right by the date stated in said notice, Cerved Group SpA shall interrupt the supply of Telematic Services.

### ARTICLE 3 - PASSWORD

Cerved Group SpA shall provide the CLIENT with a personal password in addition to a user-id. The CLIENT is obliged to modify said password, at his/her discretion and following the online instructions provided by Cerved Group SpA in its website pages by the next working day subsequent to receipt of said password. The CLIENT is obliged to keep and safeguard his/her password, both the original version communicated to him/her and the modified version, in complete privacy and security and is directly responsible for any damage which may be inflicted on Cerved Group SpA through improper use of said password, either direct or third party use. In the event of a loss or theft of said password, the CLIENT must inform Cerved Group SpA of this immediately, via registered mail with return receipt or fax, enclosing the report made to the relevant authorities so that Cerved Group SpA can undertake to suspend the service as soon as possible within working hours, charging the CLIENT for service use related to the password in question up to the moment when the CLIENT provided notification of the loss or theft. Should the CLIENT find him/herself in the situation of not being able to use his/her password on two occasions within the duration of this Contract, Cerved Group SpA reserves the right, at its discretion, to provide the CLIENT with a new password or to terminate the contract in advance, with the consequences as listed in article 12 below. All the aforementioned obligations, which have the aim of protecting the security of the service provided to the CLIENT and ensure his/her interests are looked after, shall also apply to passwords related to additional user-ids, which Cerved Group SpA agrees to issue at the CLIENT's request and which restrict access to specific Telematic Services. With reference to the latter, the CLIENT is also obliged to store the various passwords separately and under no circumstances transfer them onto a single support, be it printed or magnetic.

### ARTICLE 4 – PRICE

The CLIENT shall pay Cerved Group SpA the prices included in the "Reteaffari" price list, which can be consulted online at Cerved Group SpA's website, for access to the Telematic services covered by this Contract. With regard to documents to be extracted from the archives included in the Telematic Services, which require the payment of service charges to Public Administrations, Cerved Group SpA undertakes to comply with all current regulations and to pay the amount due to administrations on behalf of the CLIENT, discharging him/her from any dispute concerning failure to pay or late payment of said charges and acting with the diligence of a reasonable and prudent man as per article 1710 of the Italian Civil Code. Prices shall be reassessed by April of each year on the basis of any variations to the national average consumer-price index for workers and employees related to the previous calendar year, published by ISTAT. Price increases shall be communicated via a specific notice on Cerved Group SpA's website at the same time as online publication of the new price list.

Cerved Group SpA also reserves the right to alter prices unilaterally and at any given moment. Said variation shall be communicated via a specific notice on Cerved Group SpA's website which shall be placed online at least thirty days prior to the inclusion of said new prices in the online price list, the date on which said new prices shall come into effect. In this case the CLIENT shall be entitled to withdraw from the Contract with effect from the date when said new prices come into force, giving notice to Cerved Group SpA via registered mail with return receipt at least ten days prior to said date. Any variations shall be understood as tacitly approved after the aforementioned period has lapsed. Should the CLIENT give notice of his/her intent to withdraw from the Contract within the aforementioned period, Cerved Group SpA shall undertake to refund the remainder of the amount paid by the CLIENT to access the Telematic Services, save for the right to withhold a refund of €25.00 for administrative charges.

### ARTICLE 5 – METHOD OF PAYMENT AND BILLING

In order to use the Telematic Services offered by Cerved Group SpA with online credit card payment, the CLIENT must buy a minimum credit of €50.00. This credit shall be used up by using the services for a fee, charged as per (cancellato un pezzo) "Reteaffari" price list which can be

consulted on Cerved Group SpA's website. Personal credit can be topped up by logging in in the online utility service (using the user-id and password given once the registration has been completed) and choosing the credit top up facility. The credit corresponding to the CLIENT's user-id will be immediately updated once an operation has been carried out successfully.

#### **ARTICLE 6 – SERVICES CHARGED SUBSEQUENT TO USE – POSSIBLE SEPARATE BILLING**

With regard to those services detailed in the online price list found on Cerved Group SpA's web site, which can only be charged subsequent to the date when actually used, the CLIENT specifically authorises Cerved Group SpA to deduct the amount(s) in question from any new credit in the event of said amount(s) being charged to a exhausted credit account. Should said credit fail to be topped up, the outstanding amount(s) shall be billed to the CLIENT who must undertake to settle the amount(s) in question within 30 days of receiving the invoice. Should said payment fail to be made, default interest shall be due at 2 points over the Italian Bankers' Association prime rate which applies during the period of arrears.

#### **ARTICLE 7 – DURATION AND RENEWAL**

The user-id and password are valid for one year (12 months) as from the date of the last credit top up (or the registration date in the event of no top up).

Upon expiry, any remaining credit shall be retained by Cerved Group SpA, with the CLIENT having no other right than being granted the possibility of carrying the remaining amount over to a new credit amount topped up by the same CLIENT within 15 days subsequent to the registration validity end date.

#### **ARTICLE 8 - LIABILITY**

With the exception of fraud or serious offences committed by CERVED Business Information, and the latter's obligations regarding diligence being firmly understood, the CLIENT exonerates CERVED Business Information from any type of liability for damages of any kind incurred by the CLIENT on the occasion of or subsequent to use of the Telematic Services. In particular, any liability of CERVED for damages caused by third parties to themselves and/or the CLIENT and/or others by using information taken from CERVED databanks, chamber of commerce databanks or other databanks accessed and acquired through the CLIENT and not directly from CERVED Business Information is excluded, within the limits approved by law.

In particular, the CLIENT specifically states that he/she is aware of the fact that Reports are compiled using statistical and artificial intelligence techniques and that the information and assessments provided are the sole result of factors which do not constitute incontrovertibly fixed values. Therefore any consequences taken on by the applicant on the basis of the information provided, also possibly due to incorrect interpretation and/or automatic use, shall constitute a completely discretionary result of the CLIENT who specifically states his/her intent to guarantee CERVED from any request for compensation for damages which may be made against CERVED by third parties.

Therefore the CLIENT shall be solely liable for any breach of the provisions set forth in Law Decree 196/03, with liability, at a civil and criminal level,

for all damages which third parties, and in particular the individual or corporate body to whom the information refers, may experience due to disclosure, either directly or indirectly or through any other means, of the information provided.

The CLIENT acknowledges that CERVED undertakes to diligently handle the compilation, updating and management of CERVED databanks as well as constantly ensure their conformity with the content of chamber of commerce databanks managed by Infocamere and other public records used as sources. With regard to chamber of commerce databanks and all other databanks accessible through the Telematic Services, CERVED, Infocamere and the other suppliers cannot be held responsible for any disservices and damage incurred by the CLIENT due to any cause of force majeure, including but not limited to strikes, fires, floods, authority measures which directly or indirectly affect the Telematic Services covered by this Contract.

#### **ARTICLE 9 – CLIENT OBLIGATIONS**

The CLIENT can under no circumstances use the name of CERVED Business Information without due authorisation, and he/she undertakes to avoid his/her own business and that of CERVED Business Information being confused. The CLIENT undertakes to state the source and date of data extraction whenever he/she makes use of data contained in the chamber of commerce databanks managed by Infocamere and accessible through the Telematic Services. Having taken due note of the fact that the CERVED databanks and Telematic Services provided by CERVED Business Information are the result of advanced computer technology, major financial investments and specialisation in the field of business information, the CLIENT undertakes to ensure that the Contract is performed in compliance with the exclusive rights of CERVED Business Information and its suppliers and that the contractual provisions, in particular those listed in article 1, are observed by employees, assistants, consultants and any other parties dealing with the CLIENT as well as by the CLIENT him/herself.

#### **ARTICLE 10 – DISPOSAL**

The CLIENT cannot dispose of the Contract and rights and obligations contained herein, either totally or in part, to third parties, without the prior written consent of CERVED Business Information.

It is strictly forbidden for the CLIENT to transfer the material provided by CERVED Business Information (e.g. manuals, information and advertising material, documentation, forms of man/machine interfacing) to third parties and to make copies of said material without the prior approval of CERVED Business Information.

#### **ARTICLE 11 – CANCELLATION CLAUSE**

The following breaches of contract will result in immediate cancellation of the Contract by CERVED Business Information, without the need for any legal sentence, subsequent to written notification via registered mail with return receipt – with CERVED Business Information's right to retain the remainder of the amount paid as compensation for the damages incurred, and the CLIENT's loss of any right of refund being clearly understood: incompatibility of changes to CLIENT's network software (article 2); loss or theft of password on two or more occasions (article 3); inaccurate declaration regarding exemption from payment of service charges (article 4); failure to maintain obligation regarding confusion of business (article 9); failure to maintain obligation related to identity of source (Infocamere) (article 9); infringement of CERVED Business Information's exclusive rights (article 9); violation of ban on disposal (article 10).

#### **ARTICLE 12 – EXCLUSIVE COURT OF JURISDICTION AND APPLICABLE LAW**

The parties agree that the Court of Rome shall be the sole court of jurisdiction for any dispute arising from the Contract and for any dispute depending on or related to said Contract, including in the event of "lis alibi pendens" or similarity of object between pending actions.

The parties also agree that the contractual relationship arising from this Contract be regulated by Italian law.

For cases regarding a "consumer", in other words an individual who acts for reasons not related to any business or professional activity performed, reference shall be made, where applicable, to the special regulations to safeguard consumers provided for by current legislation.