

## Terms and Conditions

### GENERAL TERMS AND CONDITIONS OF USE OF THE SERVICES OFFERED BY THE "Joule" PLATFORM OF ENI S.p.A.

The following General Terms and Conditions (hereinafter, the "T&Cs") apply to the use by users of the training services available on the Joule platform (the "Platform") accessible through the URL <https://www.eni.com/joule/it-IT/home.html> (the "Site"), as identified and briefly described in Article 1 below (hereinafter, the "Services"), offered by Joule, the Eni's School for Business (hereinafter, also "JOULE"), an initiative of Eni S.p.A, a company with registered office in Piazzale Enrico Mattei, 1 00144 Rome, Tax Code and Rome Company Registry no. 00484960588, VAT no. 00905811006 (hereinafter "Eni"), the company that owns the Platform and the Site.

#### 1. Identification of Services

The aim of JOULE is to provide the visitors and the users of the Services available on the Platform (the "Users") with tools and skills to grow a start-up in the sign of sustainability and innovation, with particular attention to the energy transition and the transition from a linear to a circular economic development model.

The current Services within the Platform, accessible from the Site, are identified as follows:

##### 1.1 Services to Users not registered to the Reserved Area:

- a) Display of a summary description of the contents of the Platform;
- b) Registration of the User to the reserved area ("Reserved Area") by filling in the appropriate personal details.

##### 1.2. Services to Users registered in the Reserved Area

- a) Use of 10 educational paths described in the Platform;
- b) Possibility of taking part in Webinars and other streaming events for training purposes;
- c) Access to public area where it is possible to share multimedia content of various kinds with other Users, in compliance with the provisions of these T&Cs
- d) Access to public area visible to other Users in which it is possible to comment, in compliance with the provisions of these T&Cs, on multimedia contents shared by other Users
- e) Access to the "Level-up" system referred to in Article 3.1;
- f) Access to the training content of the "Skills Coach" section, as described in the Platform.

##### 1.3 Services offered to Users not registered to the Reserved Area and to registered Users

- a) Receipt of a periodic newsletter

Eni may widen the range of Services by notifying the Users on the Platform, or by means of an appropriate communication delivered to the e-mail address furnished by the User during registration to the Reserved Area.

In this case, these T&Cs will also apply to all the further Services, as identified from time to time.

#### 2. Provision of Services

The Services are offered to Users, over 18 (eighteen) years of age, without any fee being charged.

Eni may at any time suspend or definitively interrupt the provision of Services in whole or in part.

Eni offers no guarantee that the Services will meet the requirements requested by the User, nor any guarantee of the results that are expected, hoped for or obtained through their use.

Eni will act with professional diligence in providing its Services to the User and in ensuring a safe experience. Eni excludes any liability for events beyond its control.

The Services may not be supported by some browsers and/or operating systems or versions of browsers and/or operating systems, and it is the User's responsibility to find the correct combination of software and hardware to allow for proper use of the Services.

### 3. Access to Services

In order to use the Services indicated in article 1.2, it is necessary to register in the Reserved Area of the Platform, which can also be accessed via mobile devices, by filling in the relevant registration form and accepting the documentation submitted to the User. Eni requests personal data from the User. The processing of this data will be carried out in accordance with the methods set out in the Privacy Policy available in the Platform (hereinafter, the "Policy"), in accordance with the applicable legislation on the protection of personal data.

After having accepted the T&Cs and having read the Privacy Policy, the User will complete the registration process by clicking on the "SEND" button in the registration form, and will receive at the e-mail address furnished by the User with the credentials to access the reserved area.

By accepting the T&Cs, the User declares that his/her personal data are up-to-date, correct and true. The User will also undertake to promptly update the registered data so that they are constantly updated, complete and true.

The User's password and identification (user name) are personal, non-transferable and to be set according to the indications in Article 5 below. The User shall be responsible for maintaining the secrecy of the password and user name. The password entered must have a minimum of 8 characters up to a maximum of 14. The User shall be notified of the expiry of the password with 10 day notice; once this limit has been exceeded, if it is not replaced, the account shall be blocked. The new password must not be the same as the previous two. Alphanumeric and special characters are permitted.

Users' profiles by default will not be visible to other Users.

Each User may, however, decide to set their profile as public, and the use this setting will only be possible when the User fills in certain personal data fields (in addition to the mandatory fields) and other Users can look for them by using appropriate filters in a section dedicated to public profiles.

A User who has made his profile public may make it private and not visible again by accessing the appropriate settings.

#### 3.1. Level-up system

A system ("Level-up") for tracking the completion by registered Users of specific training activities and events ("Actions"), upon which the accumulation of credits ("Credits") depends, will be active in the Platform. The system allocates to all registered Users varying amounts of Credits, depending

on the completion of the Actions referred to in the section "Credit accumulation regulation". Users will be able to use the Credits obtained to access further Services ("Opportunities") referred to in the section "Credit Accumulation Regulations", accessible upon registration to the Platform.

### 3.2. Services to Users registered with a Public Profile

Users who have made their profile public may upload, in a dedicated area, comments and contents that become visible to other participants. This right is regulated in Article 6 of the T&Cs.

### 3.3. Services with specific access conditions

Due to their nature, some Services may require specific rules, the acceptance of which is mandatory for the User to use them. These specific rules will be brought to the attention of the User when accessing the Service or, if necessary, in advance by email to the email address provided by the User when registering for the Services.

## 4. Amendments to the T&Cs.

The User expressly authorises Eni to send an e-mail to the email address used when registering to the Platform notifying them of any changes to the T&Cs; the changes will also be available for consultation by the User on the Platform, in the area visible to the public, including non-registered users. Users accessing their Reserved Area after a change to the T&Cs will be asked to confirm that they have read the new version of the T&Cs on the Platform. In the event of the introduction of a new service available on the Platform, Eni will send the User a simple notification email.

The User agrees to keep the T&Cs and all subsequent changes on a suitable durable medium; to this end, Eni will make them available in a format that allows them to be printed and saved.

The use of even a single Service by the User will constitute confirmation of their willingness to accept the T&Cs, any particular conditions of the Services and any subsequent modifications. Modifications will be effective 30 days after the date of publication on the Platform, unless otherwise stated and unless legal regulations or administrative measures impose or imply a different application date.

It is always without prejudice to the User's right to withdraw free of charge from these T&Cs by deleting his account through the specific function in his User profile.

## 5. User's personal identification; indemnification

The User undertakes to use its user identification and/or password in the manner permitted by these T&Cs and not to commit security breaches. The User who intends to register to the Reserved Area is obliged to use the same name and surname as on his valid identity document, to provide accurate personal information, to create only one account and not to share his access data with other Users and/or third parties.

The User undertakes exclusive responsibility for all his/her activities within the Services and agrees to indemnify and hold Eni harmless from any request or claim relating to or deriving from the use or abuse of his/her use of the Services.

Violation of the obligations under these T&Cs may result in the temporary or permanent suspension of the User from the Services or from access to the Platform.

A suspended or deleted User is prohibited from registering in the Reserved Area with a different account.

## 6. Rules of conduct

Users who are granted with the right to publish and share contents within the Platform are obliged to publish contents that are not:

- contrary to the law, misleading, discriminatory and/or fraudulent
- such as to prejudice the honour and reputation of Eni S.p.A. and/or companies of the Eni Group and/or the initiatives undertaken by the same, including JOULE
- such as to be offensive to third parties, including other Users
- contrary to or in violation of the rights of other Users and/or third parties, including their intellectual property rights.

Eni S.p.A. reserves the right to monitor all contents shared by Users and comments published, with all rights of removal. Comments and contents will never be altered by the company. In no case will Eni be held responsible for comments and contents published by individual Users.

## 7. Intellectual and industrial property rights in relation to the Platform and the Services

The User expressly acknowledges that all industrial and intellectual property rights, including, but not limited to, copyright, know-how, source code, software, hardware, projects, applications, patents, trademarks, industrial secrets, formulas, algorithms, models, databases related to the Services, data and other material coming from Eni and/or its assignees or in any case made available to the User by Eni and/or its assignees under the T&Cs or in any case used within the Platform or the Site are and remain the exclusive property of Eni and/or their respective owners, and that no rights, except that of the exclusively personal use in accordance with the present T&Cs, are granted to the User in relation to the above.

In particular, the User agrees, among other things, not to carry out acts of disposition (whether free of charge or for consideration) or exploitation of the multimedia contents present in the Platform, the Site and their respective software and therefore, by way of example, agrees not to reproduce, transcribe, represent or perform them in any form, disseminate them, communicate them to the public by any means whatsoever, distribute them, translate them, rent them, publish them, disseminate them, modify them, and create works based on them, in whole or in part, in any other way that is not permitted under these T&Cs or by mandatory rules of law and in any case not to perform acts detrimental to the moral rights of the authors and the economic use of these works.

The User also acknowledges that he is not authorised to create derivative works from, or in any way attempt to discover any source code of the software used within the Platform and the Website even through decompilation and/or reverse engineering activities, or to develop products or software applications based on the same or making use of them in any way. The User will remain solely responsible in relation to any claims made by third parties due to the improper use of the Platform and the Site and for the consequent violation of intellectual or industrial property rights or other third party rights, as well as for the violation of any applicable legal provision, with express indemnity in favour of Eni.

The databases on which the Services are based (hereinafter, the "Databases"), as well as the contents of the Platform and the Site are also protected by copyright pursuant to law 22 April 1941 no. 633 and subsequent modifications (hereinafter, "Copyright Law"). The Data Bases are also subject to significant investments by Eni, with consequent protection also under Articles 102 bis and 102 ter of the Copyright Law. For the purposes of the above protection, the only permitted use of the Databases by users is that made in accordance with these T&Cs. Under no circumstances these T&Cs may be interpreted as granting the Users the right to extract or re-use all or a substantial part of the Data.

#### 7.1. User's specific rights; licence

Users own the intellectual and industrial property rights of the elements they share within the Platform, without prejudice to ownership of third parties and the applicability of specific conditions in relation to the Service used.

In relation to the content uploaded, the Users grant Eni a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to transmit, use, distribute, modify, perform, copy, publicly perform or display, translate and create derivative works of their uploaded content.

Without prejudice to particular indications contained in the specific conditions of the Services, this licence may be used by Eni to, for example

- allow other Users to re-share the content in question;
- purposes of contents analysis by Eni;
- re-processing of contents for communication and training purposes (respecting Users' privacy).

Users are granted the right to delete items shared within the Platform or comments posted in relation to the contents shared by other Users. The deletion or modification of the contents by the User does not result in their deletion and/or modification when re-shared by other Users. There may also occur technical delays and/or legal requirements that slow down the processing of deletion and/or modification requests.

#### 8. Prohibition of resale

The User's right to use the Services is personal and non-transferable. The User may only access the Services as a natural person for strictly personal use.

#### 9. External Links and Connections

Eni may make available links to other sites or other resources on the Internet. The User acknowledges and recognises that Eni has no control over the content of such sites and, as a mere third party, has no responsibility for the contents and/or material, including publicity material, being published on such sites or external resources or for products or services offered therein. Such products or services cannot be considered in any way to be sponsored, shared or supported by Eni and therefore the User assumes all responsibility for any purchases made of such products or services.

Users may be granted the right to share links to contents available within the Platform on other social platforms in the Internet. This activity will be carried out by Users in accordance with these T&Cs and the conditions applicable to the platforms to which the link is made.

## 10. Limitation of Liability

Eni declines all responsibility for any eventual claims by the User relating to the impossibility of using the Services for any reason not attributable to Eni. Eni accepts no responsibility for damages, claims or losses, direct or indirect, deriving from the failure and/or defective functioning of the User's electronic equipment or that of third parties, including Internet Service Providers, telephone and/or computer connections. Eni shall not be held in default of its obligations or responsible for damages:

a) resulting from the failure to provide Services due to the malfunction or failure of the electronic means of communication due to causes outside the sphere of its own foreseeable control, including, by way of example, fire, natural disasters, lack of energy, unavailability of telephone lines or other network service providers, malfunctioning of computers and other electronic devices, even if not an integral part of the Internet network, malfunctioning of the computer programs installed by the User,

b) resulting from the actions of other users or other persons with access to the Internet.

## 11. Applicable law and jurisdiction

The T&Cs are governed by Italian law. In the case where some provisions of the T&Cs are deemed invalid, void and/or otherwise unenforceable under applicable law, the remaining provisions shall nevertheless be considered fully valid and enforceable.

In case of a User being a consumer, in accordance with current legislation, the Italian Court of the place of residence or domicile of such User shall have exclusive jurisdiction on any eventual dispute to which Eni is a party and which arises from the use of the Platform or from the violation of the present T&Cs. In all other cases, the Court of Rome shall have exclusive jurisdiction.

Pursuant to and for the effects of Art. 1341 of the Italian Civil Code, the User acknowledges and accepts the following provisions of the T&Cs: Art. 2 "Provision of Services"; Art. 4 "Amendments to the T&Cs"; Art. 5 "User's personal identification; indemnification"; Art. 8 "Prohibition of resale"; Art. 10 "Limitation of liability"; Art. 11 "Applicable law and jurisdiction".