

TERMS OF USE OF THE DOCUMENT SHARING PLATFORM PROVIDED BY ZNR NOTAI

Registration and authorization:

These terms of use are aimed to users accessing the document sharing platform (the "**Platform**") provided by ZNR Notai ("**ZNR**"). To access the Platform, registration is required. Registration is allowed only for contractual parties - and their representatives or consultants - of a transaction commissioned to ZNR. Registration is individual and requires user's authentication. ZNR will send an authentication code or link via email to the user and authorize the user to access to one or more projects ("**Project**"). In the area reserved for each Project, documentation related to each Project will be made available. The user will be able to access, visualize and download the available documents related to a Project.

At the time of registration on the Platform, the user accepts the present terms of use. ZNR reserves the right to amend these terms of use at any time.

General terms and conditions:

The user undertakes to access the Platform for authorized Projects only and to use the Platform in compliance with these terms of use. The user undertakes not to force access to other Projects for which the user does not have authorization. User's access credentials ("**Password**" and "**User ID**") are personal. The user agrees not to share the credentials with any other person and to take the necessary measures not to allow any other person to know or use their access credentials. The user undertakes not to forward the link and access credentials of the Platform to unauthorized third parties. In the event of a breach of this obligation, the user assumes full liability resulting from such breach of these terms of use and indemnifies and holds ZNR harmless with respect to any damage, claim or action taken by third parties for the violation of the applicable legislation, including the data protection legislation (Legislative Decree 196/2003 as amended by Legislative Decree 101/2018 and EU Regulation 2016/679) (the "**Privacy Legislation**").

Access credentials will be operative for the Project duration and for a period of 10 years from the conclusion of the Project or, in case of access to multiple Projects, from the last Project.

ZNR reserves the right to suspend or deny user's access to the Platform without prior notice in the event in which ZNR notices anomalies in the use of the Platform or any conduct in violation of these terms of use or in the event that it is unable to render the sharing service offered through the Platform.

Confidentiality of documents and personal data processing:

All information obtained through the Platform has to be considered confidential information and must therefore be kept in the strictest confidence and must not be disclosed to any party other than those who are authorized to know the information about the Project. The user agrees to keep the information confidential and not to publish, disclose or otherwise distribute, duplicate or use, directly or indirectly, the confidential information for any other

purpose than those strictly related to the execution of the Project. Violation of the obligations of confidentiality herein may constitute a violation of these terms of use notwithstanding the application of penalties provided for by law.

Personal data of registered users are processed in compliance with the applicable Privacy Legislation and in the terms and for the purposes described in the privacy policy dedicated to users of the Platform, available at this link [Privacy policy for the virtual data room](#). If the user provides the contact details of his or her consultants, experts or representatives in order to allow them to access the Platform on his or her behalf, he or she guarantees to be authorized to communicate such personal data to ZNR in order to allow their registration.

Users expressly acknowledge that, in the performance of the mandate to ZNR, personal data referred to them contained in the documentation of a Project may be made available to other users which are party to the same Project and to their representatives and consultants who may access to the Platform from a country outside the European Economic Area which does not benefit from an adequacy decision issued by the European Commission (as indicated at this [link](#)) (a "Third Country") and which may not ensure a level of protection equivalent to the level guaranteed in the European Union.

Since the user accesses the documentation of the Project, he or she undertakes full responsibility for the treatment of personal data in the documentation, as autonomous data controller, according to the Privacy Legislation.

Security:

ZNR takes all reasonable security measures order to ensure the safe communication of documents uploaded to the Platform to the user. In order to enforce the security of the Platform, ZNR may suspend or terminate the service at any time, electronically track the service, and retain and process information necessary to comply with legal requirements or requests from competent authorities or to protect users' rights as explained more specifically in the Privacy [Privacy policy for the virtual data room](#).

Availability:

ZNR makes every reasonable effort to ensure the Platform to be available seven (7) days a week, twenty-four (24) hours a day, with the exception of certain scheduled monthly inactivity periods during which service will be suspended for purposes related to system upgrades, maintenance and backup procedures ("**Scheduled Inactivity Periods**"). Scheduled Inactivity Periods are scheduled by ZNR's sole discretion, as required for major software upgrades and network maintenance. There may be events that cause the system to be inaccessible for a limited time period due to unexpected software, hardware, network, power and/or internet malfunction ("**Unscheduled Inactivity Periods**"). Scheduled Inactivity Periods and Unscheduled Inactivity Periods may occur during the course of a Project. ZNR shall not be liable for any direct or indirect damages resulting from such inactivity.

Liability limitation:

ZNR aims to offer to its customers the highest standard of service through the Platform, but provides no guarantees concerning the availability of access on a continuous basis, its



availability at any particular time or place, or its suitability for any particular purpose. In particular, ZNR shall not be liable for any delays, interruptions, errors or omissions in the functioning of the Platform or any part of it.

Support:

In case of need of technical support related to access or functioning of the Platform, users may contact technical support via email at the following address: privacy@znr.it

ZNR Contacts:

For any communication regarding these terms of use, users may contact ZNR Notai, Via Pietro Metastasio 5, 20123 Milan, Italy, tel. 02.433371, or send an email to: privacy@znr.it