

## **Terms and Conditions for the use of informatics services offered through [www.multicard.eni.com](http://www.multicard.eni.com)**

The following Terms and Conditions (from here on "Terms and Conditions") apply to the use of all the information services (from here on "Information services"), identified and described in art. 1, offered by Eni S.p.A., with headquarters in Rome, Piazza Enrico Mattei 1 (from here on "Eni S.p.A." or "Eni"), the society that is the owner of the internet portal that can be found at the URL [www.multicard.eni.com](http://www.multicard.eni.com) (from here on "Web Site").

### **1. Identification of the Information Services offered**

The information services offered through the web site are identified as follows:

- a) Description of the Commercial Payment Cards and Fuel Vouchers;
- b) Description of the products that can be purchased using commercial payment cards;
- c) Customer contact and assistance modalities;
- d) Station finder and Route planner (find the station close to you and plan your route);
- e) Routex consortium description (link to dedicated site);
- f) News for customer information;
- g) Contact form and the possibility to download commercial information brochures;
- h) Access to reserved area "MyMulticard" for customers that have the access credentials.

### **2. Modality of Information services supply**

Even though the use of the Services does not imply the payment of any fee to Eni, the user accepts as follows:

- a) Eni S.p.A. can suspend or permanently interrupt the supply of the services, either fully or partially;
- b) The use of the services is at the customer's own risk and commitment;
- c) The services are provided to the customer without a payment of a fee, as is and without a promise or guarantee of validity, precision of contents or service continuity;
- d) Eni S.p.A. does not offer any guarantee that the services offered do coincide with the requisites as required by the customer, or that they are being uninterrupted, convenient, secure or free of errors;
- e) Eni S.p.A. does not offer any guarantee as to the results expected, hoped for or actually obtained from the services;
- f) The information services as issued by eni do not include those regarding telecommunication (implying that the latter include data transmission services for package switching); the acquisition of the above mentioned telecommunication services is to be done independently by the customer himself;
- g) The information services may not be supported by some of the browsers/operation systems or some versions thereof available, and it is the task and duty of the customer himself to find the correct combination of soft- and hardware that allows an appropriate use of the services.

### 3. Access to reserved area MyMulticard

In order to use the services offered through the MyMulticard reserved area it is necessary for the customer to register, accessing the access form from the homepage of the multicard website. Eni S.p.A. asks the customer some personal data. The treatment of these data will take place according to the Privacy statement that can be found in the footer of the website. After inserting the requested data (name, surname, e-mail, phone number), the customer will have to read, understand and accept the Terms and Conditions of the site and declare at the same time to have acknowledged the Privacy Policy of the site. Once the button "register" is clicked, the registration for the reserved area is completed. The customer will receive an email including the process confirmation and the access credentials (username and password). The password and the identification (username) are personal and not transferrable. The customer is responsible for the safekeeping of the password and username.

### 5. Personal customer identification and security; Disclaimer

The customer is obliged to use his user identification and/or password in an authorized way and to not violate security. The customer accepts exclusive responsibility for each and any of his activity regarding the access to MyMulticard reserved area and is required to disclaim and keep Eni S.p.A. out of any claim of responsibility, pretention or threat in regard to or arising from the use or misuse of his credentials.

### 6. Intellectual and industrial ownership rights with regard to the web site and the information services offered

The customer acknowledges explicitly that all the intellectual ownership rights, such as (but not limited to) know-how, source code, software, hardware, projects, applications, patents, industrial secrets, formulas, algorithms, models, databases and such, connected to the services, data and other materials coming from Eni and from this website, or that however have been offered for use to the customer by eni with regards to the "General Terms and Conditions" remain exclusively owned by eni and that the customer does not obtain any right apart from those of viewing and consulting with regards to the "General Terms and Conditions".

The data bases that the services may be based upon (from here on "Data Bases") as well as the contents of the website are protected by the Author rights as per law n. 633 from 22nd of April 1941 that has been modified by the administrative order nr. 160 from 6<sup>th</sup> May 1999 (from here on "Law of Author rights"). e The data bases are part of significant investments by eni and are hence part of the protection as stated by art. 102 bis and 102 ter of the Author Rights law. Compliant to the abovementioned protection, the only use of the data bases by the customer is the one stated in the Author Rights Law and approved through the present "General Terms and Conditions". In no case the data available on the website can be extracted or re-employed totally or partially.

### 7. Ban of reselling or commercial use of the Information Services offered

The right of the user to use the Services is personal and not transferrable. The customer can consult the website only as a physical person for personal use only and in any way not for profit or any other economic benefit. It is prohibited for the user to insert in intellectual property any content extracted with the use of the services.

The customer is banned from reproducing, publishing, distributing, creating a database from, translating, adopting, duplicating, copying, selling, framing, deep linking, reselling or however using for commercial means or any means of profit the services offered in any of their part, neither what has been extracted from the databases, nor the access or use of the services.

### 8. Link

Eni can supply links to other websites or internet resources. The customer acknowledges that Eni does not have any control on the content of these sites and as a third party does not have any responsibility for the

content and/or material, also advertisement, published on these sites as well as on external resources or for goods/services offered there. These goods or services cannot be considered in any way sponsored, shared or supported by Eni S.p.A. and therefore the customer takes on the responsibility for the purchases of the abovementioned goods or services

#### 9. Limitation of responsibility

Considering that the services are issued for free, Eni S.P.A. declines any responsibility for any claims that may arrive from the customer regarding the possibility that the services may not be sued for whatever reason. Eni S.p.A. does not take on responsibility for damages, claims or losses, both direct or indirect, that the customer may experience due to non- or malfunctioning of the electronic appliances, both his own and of third parties, including the providers of internet services, telephonic and/or telematics lines that are not directly managed by Eni or by persons who Eni is liable for. Eni S.p.A. cannot be accused neither of non-fulfillment of own obligations nor held responsible for the following damages:

a) ensuing from the lack of services due to incorrect or missing functionality of the electronic means of communication due to causes that are out of predictable control, such as fire, natural disasters, energy blackout, unavailability of telephone lines or other network suppliers, malfunctioning of calculators and other electronic devices, even those that are not part of the internet network, malfunctioning of software programs installed by the user;

b) ensuing from actions of other users or other persons that have access to internet.

#### 10. Legitimate use and disclaimer

The customer commits to use the information services only for legitimate purposes that are permitted by the current law applicable, by the uses and habits, by the rules of due diligence, in any case without damaging the rights of third parties, both users of means of communication and not, taking special care regarding the data protection norms, intellectual and industrial property laws, personal data protection laws, as well as current regulations regarding informatics crime and telecommunications.

## **PRIVACY POLICY**

In accordance with Regulation (EU) 2016/679 (“**GDPR**”), Eni S.p.A. (“**Company**” or “**Controller**”) provides the below information on the processing of your personal data in order to allow the users (“**user**” or “**users**”) of the website [www.multicard.eni.com](http://www.multicard.eni.com) (“**Web Site**”) to know its privacy policy and understand how personal information is managed when navigating and using the services of the website.

### **1. Identity and contact details of the Controller**

The Controller is Eni S.p.A., with registered office in Rome, Piazzale Enrico Mattei 1, which can be contacted via the following PEC address: [multicard@pec.eni.com](mailto:multicard@pec.eni.com).

### **2. Contact details of the Data Protection Officer**

The Company has appointed a Data Protection Officer, who can be contacted at the email address [DPO@eni.com](mailto:DPO@eni.com).

### **3. Purposes and legal basis of the processing**

*a. Necessary legal and contractual purposes – processing is necessary for compliance with a legal obligation to which the controller is subject or to execute a specific request of the data subject*

Your personal data may be processed without your consent in cases where this is necessary in order to comply with obligations deriving from laws, regulations, codes or procedures approved by authorities or other competent institutions.

Your personal data will also be processed for purposes relating and/or connected to the provision of services for the navigation of the Website through the Company, in particular:

to provide the services requested by the user when navigating the website, including the collection, storage and processing of data when registering on the website and creating a user account and profile, in order to establish and manage, operatively, technically and administratively, this connection (and user’s profile and account); for service assistance and more generally, service management, such as communication regarding the employment of the services the user has registered for; relation management with third party authorities and public bodies for scopes related to special requests, commitments or special procedures

This data – which is required to deliver the service – will also be processed electronically, stored in specific databases, and used strictly and exclusively in relation to navigating the Website.

Given that providing your data for these purposes is necessary to maintain and deliver all the services connected to navigating the website, failure to provide such data will make it impossible to provide the specific services in question.

The website during its regular use by the users acquires through its own informatics systems and software procedures necessary for operation some personal data whose transmission is implied in the use of internet communication protocols.

This data group includes IP addresses or domain names of the PC and terminals used by the users, the URI/URL addresses (Uniform Resource Identifier/Locator) of the requested resources, the time of the request. The modality used for submitting the request to server, the dimension of the response file, the numeric code that states the response state sent by the server (correct, error, ecc) and other parameters related to the operating system and informatics setting of the user.

These data that are necessary for using the web services are processed also with the following scopes:

- to obtain statistics information on the use of the services (most visited pages, number of visitors during certain timeframe/day, geographic area ecc);
- to control the correct functioning of the services offered.

b. *Defence of legal claims*

In addition, your data will be processed whenever necessary in order to establish, exercise or defend the legal claims of the Controller or other companies under Eni's control.

c. *Controller's legitimate interest*

The Controller may process your personal data without your consent in the following circumstances:

- during mergers, disposals or transfers of business units, in order to carry out operations necessary for due diligence activities and in preparation for the transaction. It is understood that only the data necessary for the aforementioned purposes will be processed, in the most aggregate/anonymous form possible.
- for the aggregate and anonymous analysis of the use of the services accessed, to identify user habits and propensities, to improve the services provided and to meet specific user requirements, or to prepare initiatives for improving the services provided.

#### **4. Recipients of the personal data**

In pursuit of the purposes indicated in point 3 Controller may communicate your personal data to third parties, such as those belonging to the following organizations or categories of organizations:

- police forces, armed forces and other public authorities, to comply with obligations set out by law, regulations or EU legislation. In such cases, there is no obligation under applicable data protection legislation to obtain the data subject's prior consent to these communications.

- companies, organizations or associations, or parent companies, subsidiaries or associates pursuant to Article 2359 of the Italian Civil Code, or between them and companies subject to joint control, as well as consortia, networks of companies and groupings and temporary associations of companies and entities belonging to them, limited to communications made for administrative and/or accounting purposes.

The Controller warrants that the utmost care will be taken to ensure that the communication of your personal data to the aforementioned recipients only involves the data necessary to achieve the specific purposes for which they are intended.

Your personal data is stored in the Controller's database and will be processed exclusively by authorized personnel. Said personnel will be given specific instructions on the methods and purposes of the processing. The data will not be disclosed to third parties except as provided above and, in any case, within the indicated limits.

Finally, we remind you that your personal data will not be disseminated, except in the cases described above and/or the cases required by law.

## **5. Transfer of personal data outside the EU**

As part of the contractual relations between Eni and its subsidiaries, and between said subsidiaries, for some of the purposes indicated in point 3, your personal data may be transferred outside the EU, including by means of their inclusion in shared databases managed by third-party companies that may or may not be under Eni's control. The management of the database and the processing of this data is restricted to the purposes for which the data was collected and must be carried out in full compliance with the confidentiality and security standards set forth in applicable personal data protection laws.

In every instance when your personal data is transferred internationally outside of EU territory, the Controller will take all contractual measures necessary and suitable to ensure an adequate level of protection of your personal data, in accordance with that which is set forth in this notice on processing of personal data, including the Standard Contractual Clauses approved by the European Commission.

## **6. Data storage period**

The data will be stored for a period not exceeding the time necessary to fulfil the purposes for which it was collected or subsequently processed in accordance with legal obligations.

## **7. Rights of data subjects**

As a data subject, you have the following rights over the personal data collected and processed by the Controller for the purposes indicated in point **Errore. L'origine riferimento non è stata trovata.**: (i) the right of access, in particular to request at any time confirmation of the existence of your personal data in the Company's archives and the making available of this information in a clear and intelligible form, and the right to know the origin, logic and purpose of the processing with express and specific indication of the data supervisors and processors and the third parties to which your data may be communicated; (ii) the right to have your data updated and rectified (except for subjective data), to have superfluous data

erased or anonymized, and to block processing and to have your data definitively erased in the event of unlawful processing; and (iii) where the conditions are met, to restrict processing and data portability. The law also grants data subjects the right to complain to the Supervisory Authority for Personal Data Protection if you become aware of a violation of your rights under applicable personal data protection legislation.

You can exercise the above rights sending specific communication through PEC to: [multicard@pec.eni.com](mailto:multicard@pec.eni.com), or contacting the Data Protection responsible at: [dpo@eni.com](mailto:dpo@eni.com).