

## 1. INTRODUCTION AND GENERAL PRINCIPLES

The company Servizi Italia S.p.A., with registered office in Castellina di Soragna (PR), Via San Pietro 59/B – 43019, has created a web portal (hereinafter referred to as “Servizi Italia Supplier Portal” or, for the sake of brevity, the “Portal”) for the purpose of managing online negotiations, the exchange of information, and business relationships in general between Servizi Italia and any third parties which, as part of their entrepreneurial, institutional or professional activity, are interested in submitting their application to be included – at the sole and absolute discretion of Servizi Italia – in the register of qualified suppliers and/or potential suppliers of Servizi Italia (hereinafter referred to as the “Suppliers”).

In particular, the Supplier Portal allows, among other things, the online management of functions such as:

- 1) the establishment and management of the register of Suppliers;
- 2) the management of Supplier qualification processes;
- 3) the selection of Suppliers and the awarding of supply contracts, including through online negotiation activities (hereinafter referred to as “Events”) such as, for example, requests for information, requests for quotation and dynamic negotiations (the latter hereinafter referred to as “Auctions”);
- 4) the management of Supplier performance assessment processes;
- 5) the monitoring and control of the administrative, accounting and financial processes of the purchasing cycle.

The Portal is based on a technological platform developed and implemented by BravoSolution S.p.A. (hereinafter, for the sake of brevity, the “Platform”), branded and licensed to Servizi Italia, and is accessible at the following web address <https://fornitori.servizitaliagroup.com>

The Suppliers’ access to and registration on the Portal, as well as any subsequent acceptance of their application, their qualification and their inclusion in the register of Suppliers by Servizi Italia do not in any way constitute a contractual proposal pursuant to Articles 1326 et seq. of the Italian Civil Code, do not imply in themselves the acceptance of any commitment by Servizi Italia nor the recognition of any right and/or assumption and/or legitimate expectation on the part of the Supplier to receive assignments and/or requests for quotation and/or to sign supply contracts with Servizi Italia.

## 2. SCOPE

This document sets out the methods, terms and conditions applicable to:

- 1) the Suppliers’ registration and access to the Supplier Portal;
- 2) the use of the Platform and the Portal by Servizi Italia and the Suppliers, including the participation in the Events.

## 3. REGISTRATION AND ACCESS TO THE PLATFORM

In order to access the Portal and take advantage of the relative services, the Supplier must disclose, in a truthful, complete and correct manner, its own data and information necessary or useful for Servizi Italia to identify and register the Supplier (the “Registration Data”), by filling out all the required fields.

Upon registration, the Supplier is assigned one or more identification codes (User ID) and one or more access passwords (Password). Registration shall be deemed completed upon authorisation by Servizi Italia, at its sole discretion, of the Password and User ID assigned to the Supplier. Only after receiving such authorisation will the Supplier have access to the Portal and its services. Should the Supplier provide untruthful or incomplete data upon registration, Servizi Italia reserves the right not to grant the authorisation or to revoke it at a later

date, by simply notifying the Supplier.

The User ID and Password are strictly personal and non-transferable. The Supplier undertakes not to disclose them to third parties and to keep and protect them with the utmost diligence. The Supplier shall be the sole responsible for the use (including by third parties) of the User ID and Password.

Without prejudice to the foregoing, the Supplier undertakes to immediately notify Servizi Italia of any theft or loss of either the User ID or the Password, and consequently to retrieve and change the Password.

The Supplier may access Servizi Italia Supplier Portal through a standard personal computer, equipped with a common browser, connected to the Internet. The purchase, installation and configuration of hardware and software for access shall be the sole responsibility of the Supplier.

#### 4. RULES FOR THE CONDUCT OF THE EVENTS

The conduct of the Events is governed by this document and by any further conditions specified in the documentation relating to each Event, including those indicated in the relevant "Publication Letter" and/or in the dedicated information sections of the Portal.

Participation in the Events, unless otherwise agreed upon in writing with Servizi Italia in advance, implies the Supplier's acknowledgement and acceptance of the contents of the aforementioned documents and of the further documents attached by Servizi Italia to each single Event. Attachments can be consulted online by accessing the Portal.

The conduct of and participation in the Events shall be based on the principles of transparency, good faith, fairness, confidentiality and lawfulness.

The following types of Events may take place on the Portal: *Request for Information*, *Request for Quotation* and *Auction*. For the purposes of this document:

- a) "Request for Information" shall mean a request to send (and the subsequent electronic transmission by the Supplier) general or detailed information, data and other knowledge relating to the goods and/or services offered by the Supplier;
- b) "Request for Quotation" shall mean a request to send (and the subsequent electronic transmission by the Supplier) a binding quotation describing the goods and/or services covered by the Bid, including the relevant technical and commercial terms and conditions;
- c) "Auction" shall mean a mechanism for the progressive definition by electronic means of certain essential elements to enter into commercial supply agreements, such as price and other contractual conditions.

The Suppliers shall participate in the Events upon invitation by Servizi Italia, which shall normally take place through the messaging service provided by the Portal (hereinafter the "Invitation"). Unless otherwise indicated by Servizi Italia, the sending of the Invitation to the Suppliers shall mark the beginning of the Event. The Event shall end on the date and time defined by Servizi Italia according to the rules of the specific Event.

Upon creating an Event, Servizi Italia informs the selected Suppliers of the data that each of them must mandatorily provide in order to participate in the Event (the "Mandatory Data"). Servizi Italia may also ask the selected Suppliers to provide, including in the form of attached documentation, additional non-mandatory data (the "Optional Data" and, together with the Mandatory Data, the "Data"). Servizi Italia is entitled to modify the Data, including the configuration parameters of the Platform, before the beginning of the Event in the case of auctions, before and/or during the course of the Event in the case of RfIs and RfQs (the "Modifications"), by notifying the Suppliers through the dedicated messaging service of the Platform.

In order to participate in an Event, the Supplier must read [and accept] the Data and attachments. Suppliers shall be deemed to have accepted the Invitation implicitly upon issuing and sending their bid (the “Bids”) as provided for in the Event specifications (or with any other method provided for by the Event).

Each Supplier shall be entitled to prepare and submit one or more Bids during the period of time between the start and end date and time of the Event. It is understood that, in the event that more than one Bid is submitted by a Supplier, the last Bid received by Servizi Italia from each Supplier before the end date of the Event shall be the one taken into consideration for the purposes of any award.

Bids shall be evaluated at the discretion of Servizi Italia, it being understood that, at the end of the Event, Servizi Italia may decide, at any time and at its sole discretion, not to accept any Bid and/or not to award the Event.

Servizi Italia and the Suppliers accept that, for the entire duration of the Event, including its preliminary and subsequent phases, for the purposes of its performance, closure, awarding and possible interruption, suspension, reopening and/or cancellation, the Bids submitted by the Suppliers, the notices sent, the official time and the elapsed time shall be solely those recorded by the Platform and its other recording and telecommunications equipment, and that such records shall constitute full proof of the facts and circumstances represented therein. In the event of any discrepancy between the Bids actually submitted to and available on the Portal and what may be contained in files, attachments and other documents sent or in any case made available by the Suppliers outside the Portal, anything submitted to and available on the Portal shall prevail.

The Suppliers acknowledge and accept that the Platform does not allow them to view the identity and/or documents submitted by other Suppliers during the course of the Event.

At the end of the Event, after a reasonable period of time for the necessary technical checks, Servizi Italia shall issue a notice of award or non-award to all bidders in the Event. It is understood that the notice of award or non-award sent through the Platform at the end of the Event shall to all intents and purposes be considered provisional and subject to further technical checks; as such, it shall not constitute an obligation for Servizi Italia to contract with the Suppliers, even if provisionally successful.

Should the Event result in an award, Servizi Italia shall undertake a phase of “Contractual Negotiations” with the successful Supplier. Such negotiations may, if necessary, at the sole discretion of Servizi Italia, without incurring any liability towards the Supplier, lead – within the term of validity of the Bid – to the execution and delivery of a contract drafted by Servizi Italia, taking into account the relevant supply, by which the latter shall acquire the goods or services covered by the Bid (the “Contract”). It is understood that the (performance and financial) conditions stated in the Bid selected during the award procedure may not be amended during the Contractual Negotiations and shall be incorporated into the Contract.

Failure to enter into the Contract at the conditions provided for in the Bid, based on which the Supplier was awarded the Contract, due to the successful Supplier’s negligence, shall entitle Servizi Italia to compensation for damages, without prejudice to any other rights deriving from the law.

It is understood that Servizi Italia may decide not to enter into the Contract with the so-called successful Supplier for any reason whatsoever, within the term of validity of the Bid, any obligation to justify its decision or compensate damages being expressly excluded.

In such event, Servizi Italia shall retain the right to revoke the award at any time – even after the notice of award – and, at the same time, if necessary, to award a new Contract to one of the Suppliers bidding in the Event or to another Supplier identified through other selection procedures.

In case of technical failure or malfunctioning of the computer and technological equipment, telephone

connection and/or registration of the Portal such to jeopardise the smooth running of the Event, Servizi Italia shall have the right to consider the opportunity to suspend the Event until the necessary repair and restoration work has been carried out. It is Servizi Italia's discretionary right, in such cases, to cancel or reopen the Event, even after it has ended, without incurring any liability whatsoever towards the Suppliers.

In the event of the suspension and/or reopening referred to in the preceding paragraph, the date and time of resumption of the Event, as well as its residual duration, shall be promptly notified by Servizi Italia to the Suppliers through the Portal.

In addition to the cases referred to in the previous articles and paragraphs, the Supplier acknowledges and accepts that Servizi Italia reserves the right, at its sole discretion, to suspend and/or cancel the Event at any time, even after it has ended, by simply notifying the Suppliers to their email address and/or through the Portal, without incurring any liability whatsoever, any obligation to compensate damages being expressly excluded.

Servizi Italia shall also have the right, at its sole discretion, to exclude from the Event any Suppliers responsible for breaches of, or alleged to have breached the obligations under the provisions of this document and/or the legal provisions in force, including those relating to public tenders, without incurring any liability towards them but reserving the right to compensation for any damage incurred and to be incurred as a result of such exclusion and/or breach. Exclusion of any Suppliers from the Event shall be effected by simply notifying them to their email address and/or through the Portal.

It is understood as of now that Servizi Italia shall not admit to the Event any Supplier which is not able to validly and duly sign the terms and conditions set forth in Annex 1 hereto for acceptance – and, in any case, it shall not proceed to execute the relative contracts for the purchase of goods and/or services.

Each Supplier undertakes to Servizi Italia to maintain the Bids unchanged for the entire duration of the Event and therefore for the entire period necessary for the awarding thereof and the possible execution of the Contract.

## **5. UNDERTAKINGS AND WARRANTIES OF THE SUPPLIER**

The Supplier undertakes and warrants to Servizi Italia:

- a) to access and use Servizi Italia Supplier Portal in strict compliance with the rules and methods established by Servizi Italia, in accordance with applicable law and for the sole purpose identified by Servizi Italia;
- b) not to disrupt the smooth running of the Event through conduct or practices prohibited by law, that are anti-competitive or damage the rights of third parties, including but not limited to fixing prices and other conditions among certain Suppliers to the detriment of others, issuing Abnormal Bids, providing false, incomplete or misleading information, etc.;
- c) to consider any data and information of which it may become aware through and/or as a result of having access to Servizi Italia Supplier Portal as strictly confidential and reserved and, accordingly, to undertake not to disclose or transmit such data and information to anyone;
- d) to use and configure its own software and hardware in such a way as to allow the maximum possible computer security in using Servizi Italia Supplier Portal, and in any case according to security standards in line with those adopted for its own confidential data;
- e) to keep the information provided constantly up-to-date, for the purpose of being included in the register of Suppliers and in all related processes and events;
- f) to maintain ownership and availability of the goods and/or services covered by the Bid for the entire duration of the Event;
- g) to provide an accurate, fair, truthful, complete, correct and not misleading description of the goods and/or

services covered by the Bid;

- h) not to offer goods and/or services of unlawful or dubious origin; counterfeit in violation of third-party rights and/or national and international rules for the protection of industrial and intellectual property; of any nature, the sale of which is prohibited by law or regulations.

## 6. RIGHT OF REVOCATION OF ACCESS

Servizi Italia shall be entitled to revoke the Supplier's access to the Portal, deleting it from its register of Suppliers and interrupting any activities in progress, in the event of the Supplier's breach of even one of the obligations provided for herein and/or of the general terms and conditions referred to in Annex 1) and accepted by the Supplier and, more in general, in any case of breach of the law or third-party rights, without prejudice to Servizi Italia's right to compensation for any damages suffered as a result of such breach.

Servizi Italia shall notify the Supplier of any such decision as per the preceding point in writing by fax, email or certified email with confirmation by registered letter with acknowledgement of receipt or certified email.

## 7. LIMITATIONS OF LIABILITY

Servizi Italia shall not be liable in any way in relation to any damage suffered by the Supplier as a result of the use, malfunctioning, delayed or failed access to and/or interruption or suspension of the use of Servizi Italia Supplier Portal, including but not limited to loss of business opportunities, loss of earnings, loss of data, reputational damage. The above limitation of liability shall also apply in the following cases, including but not limited to:

- a) events of force majeure (e.g. power outage or interruptions to telephone lines or web connections caused by third parties, strikes, industrial disputes, wars, reasons of state or civil or military authorities, embargoes, acts of vandalism and terrorism, epidemics and pandemics, floods, earthquakes, fires and other natural disasters);
- b) incorrect use of the Platform by the Supplier;
- c) malfunctioning of the connection equipment used by the Supplier;
- d) failure of Servizi Italia's computer systems, telecommunications equipment and/or technological installations.

The Supplier acknowledges and accepts that:

- a) Servizi Italia reserves the right to interrupt and/or suspend the use of the Portal and/or revoke the registration and authorisation at any time and at its sole discretion, as specified above, by simply notifying the Supplier, without incurring any liability towards the Supplier itself for any reason whatsoever;
- b) Servizi Italia Supplier Portal may be used by the Supplier for the sole and exclusive purpose referred to in this document; the Supplier therefore waives as of now the right to make claims against Servizi Italia concerning (by way of example only) the execution or non-execution of commercial contracts, the award or non-award of works, orders and the like, as a result of its inclusion in the register of Suppliers and more generally of the Supplier's use of Servizi Italia Supplier Portal;
- c) Servizi Italia Supplier Portal is usable as is, without warranties of any kind;
- d) any obligations undertaken by Servizi Italia hereunder shall be obligations of means rather than obligations of result;
- e) Servizi Italia does not guarantee access to, or the truthfulness, completeness, compliance with the

law and respect for the rights of the contents of the websites to which any third-party links included in Servizi Italia Supplier Portal may refer.

Servizi Italia and the Suppliers mutually acknowledge that the Contract is solely between them and that BravoSolution S.p.A. is not a party thereto. Servizi Italia and the Suppliers also acknowledge that BravoSolution S.p.A. only provides a support and licensing service for the Platform on an autonomous and independent basis, while it does not take part or intervene in any negotiations aimed at the possible execution of the Contract.

## **8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

The contents of Servizi Italia Supplier Portal and the relative software are the exclusive property of Servizi Italia or licensed to it by third parties and are protected, as the case may be, by copyright or other intellectual property rights provided for by the Italian law and/or foreign legislation as applicable from time to time.

The Supplier undertakes not to infringe the industrial and intellectual property rights of Servizi Italia, including those relating to Servizi Italia Supplier Portal and the information and data included therein and, accordingly, warrants not to download, reproduce, transmit, sell and/or distribute, in whole or in part, for any reason, the content and information available or received through Servizi Italia Supplier Portal without Servizi Italia's prior authorisation in writing and for any purposes other than to allow access to and use of Servizi Italia Supplier Portal.

The Supplier represents and warrants to:

- a) have full and exclusive ownership of the names, logos, trademarks and other distinctive signs entered into Servizi Italia Supplier Portal and that their use by Servizi Italia, as a result of the Supplier's access to Servizi Italia Supplier Portal, does not infringe any third-party rights or any applicable laws and/or regulations;
- b) have full ownership of and legal title to any information and content supplied to Servizi Italia, as a result of the Supplier's access to Servizi Italia Supplier Portal, and that its use by Servizi Italia does not infringe any third-party rights or any applicable laws and/or regulations; having regard to this, the Supplier undertakes to indemnify and hold Servizi Italia harmless against any request or claim from third parties, be it in or out of Court.

## **9. PERSONAL DATA PROTECTION**

Servizi Italia, in its capacity as data controller, shall process – by electronic or manual means – any personal data disclosed by the Supplier in compliance with all applicable regulations concerning the processing of personal data, directly and/or through companies expressly appointed by the former as data processors, in accordance with the provisions of Article 28 of the GDPR, and solely for the purposes indicated below:

- a) the establishment of a database of suppliers and potential suppliers;
- b) the use of the Platform and the provision of related services, including the performance of activities related to Supplier selection processes, Supplier relationship management and the negotiation, execution and performance of contracts with Suppliers, including through Auctions;
- c) the fulfilment of obligations under national, EU and international laws and/or regulations; and for compliance and audit functions;
- d) the defence of the parties' rights in Court.

Further specifications concerning the processing of data for the purposes referred to in points a), b), c), d) and

e), such as the legal basis, the processing methods and the period of data retention for the various purposes, the rights of the data subject, as well as the contact details of the Controller, are provided in the Privacy Policy available at the following link <https://www.servizitaliagroup.com/privacy> and in the attached disclosure (Annex 1), which the Supplier has read and whose terms the Supplier declares to accept before proceeding with its registration.

## **10.NOTICES**

Any notice relating to this document must be sent:

- a) if to the Supplier, to the email address provided by the latter in the Portal
- b) if to Servizi Italia, to the email address: [acquisti@servizitaliagroup.com](mailto:acquisti@servizitaliagroup.com)

## **11.AMENDMENTS TO THIS DOCUMENT**

The Supplier acknowledges that Servizi Italia may update these terms and conditions of access, registration and use of Servizi Italia Supplier Portal at any time, subject to notice to the Suppliers sent to the addresses indicated in Article 10.

This shall be without prejudice to the Supplier's right to request cancellation from Servizi Italia Supplier Portal following the notice referred to in the preceding paragraph. In any case, the Supplier's continued use of Servizi Italia Supplier Portal shall be considered as acceptance of any changes made.

It is understood that the Supplier's acceptance of changes may not be partial and shall be deemed to refer to them in full.

## **12.BUSINESS INFORMATION CONFIDENTIALITY – COMPUTER SECURITY**

The data and information entered into Servizi Italia Supplier Portal shall be treated by Servizi Italia and the Suppliers as strictly confidential and reserved.

Servizi Italia and the Suppliers shall take the most appropriate technical and procedural measures in order to ensure computer security.

## **13.OBLIGATIONS OF BRAVO SOLUTION S.p.A.**

BravoSolution has undertaken to guarantee the availability of the Platform and access to the Portal 24/7, and in any case during normal working hours, and to restore its functionality in the event of unavailability.

## **14.APPLICABLE LAW AND JURISDICTION**

This document shall be governed by Italian law. Any dispute arising from the interpretation, performance and/or termination of the relationship established by accepting this document shall be referred to the exclusive jurisdiction of the Court of Parma (Italy).

## **ANNEX 1: General Terms and Conditions**

### **Dear Supplier**

We kindly ask you to read and fully accept the following terms and conditions as they constitute an essential requirement for the valid and effective establishment of any business relationship between our companies:

- **Data Processing**

The personal data processed in this portal or however disclosed or obtained in case of the establishment of a contractual relationship, as well as any amendments, shall be treated in accordance with Regulation EU 2016/679 (“GDPR”) and the current national legislation on the protection of personal data. We invite you to read the privacy policy at the bottom.

- **Compliance**

The Supplier undertakes, also on behalf of its directors, statutory auditors, employees and/or contractors, to comply with the principles and regulations contained in the Code of Ethics, in the Organisational Model pursuant to Legislative Decree no. 231/01, in the Anti-corruption Policy contained in the Corporate Policy and Mission and in the Anti-corruption Guidelines, as well as in the Antitrust Code of Conduct adopted by Servizi Italia S.p.A. and available on the website [www.servizitaliagroup.com](http://www.servizitaliagroup.com), by fully acknowledging and accepting their contents.

In the event of breach of the principles and regulations contained in the above-mentioned Code of Ethics, Organisational Model pursuant to Legislative Decree no. 231/01, Anti-corruption Policy contained in the Corporate Policy and Mission and Anti-corruption Guidelines, as well as in the Antitrust Code of Conduct, Servizi Italia S.p.A. shall have the legal right to terminate this contract immediately in accordance with the provisions of Article 1456 of the Italian Civil Code, by means of a statement sent via certified email, without prejudice to any further legal remedy, including the right to compensation for any damages incurred.

Servizi Italia S.p.A. declares, and the Supplier acknowledges, that its directors, auditors, employees and/or collaborators are required to comply with the requirements set forth in the SA 8000 standard, viewable at: <http://www.sa-intl.org/>.

The Supplier declares that it has become aware of the requirements set forth in the SA 8000 standard viewable at: <http://www.sa-intl.org/> and that it shares its general and fundamental principles and applies them in carrying out its activities.

- **Legal position Law no. 55/90 and subsequent amendments**

With reference to Law no. 55/90 and subsequent amendments with regard to anti-mafia measures, in particular Law no. 646/82 and subsequent amendments and Legislative Decrees no. 159/11 and subsequent amendments and no. 218/2012 and subsequent amendments, the companies undertake to hold each other harmless for any damage and liability that may arise.

### **Privacy policy regarding the processing of Servizi Italia suppliers’ personal data**

**Servizi Italia S.p.A.**, with registered office in Castellina di Soragna (PR), Via San Pietro 59/B – 43019, Tax ID Code 08531760158 and V.A.T. No. 02144660343, as the data controller (hereinafter the “**Controller**”), hereby



informs you, in accordance with Regulation EU 2016/679 (“**GDPR**”) and the applicable Italian legislation regarding the protection of personal data, that your personal data (if concerning natural persons or sole proprietorships) will be processed in the following ways and for the following purposes:

## **1. Data Processing**

The Controller processes identification and non-sensitive personal data – i.e. name, surname, company name, address, email address, telephone number, V.A.T. number, tax compliance data (DURF form and data contained therein, salary, withholding tax amount, F24 form payment amounts, F24 form details, etc.), hereinafter the “**Personal Data**” or also “**Data**”) – disclosed by you as a supplier of products or services to the Controller, based on your contractual relationship with the Controller itself.

## **2. Purposes and legal basis for the Processing**

Your Personal Data will be processed without your prior consent for the following purposes and legal basis:

- implementation of the contract and/or the fulfilment of pre-contractual commitments, in particular for:
  - management of pre-contractual and contractual relations;
  - implementation of the contract;
  - management of cash collections and payments.
- fulfilling the Controller’s legal obligations such as:
  - compliance with legal obligations, regulations or national and Community legislation or other rules imposed by the competent authorities;
  - filling out and processing of tax returns and related formalities;
  - compliance with the obligations under Article 17-bis, paragraph 1 of Legislative Decree no. 241/97 concerning checks on withholding taxes in contracts;
  - account keeping and related obligations.
- pursuing the legitimate interest of the Controller, such as:
  - exercising the Controller’s rights in court and managing disputes;
  - prevention and repression of illegal acts.

## **3. Methods of Processing**

Your Personal Data will be processed both in hard copy and electronic form by collecting, recording, organising, storing, consulting, processing, amending, selecting, extracting, comparing, using, interconnecting, blocking, communicating, deleting or destroying the data.

## **4. Data Retention**

The Controller will use your Personal Data for the time necessary to achieve the purposes stated above and, in any case, for no longer than 10 years from the end of the contract.

## **5. Data Provision**

The provision of Data is mandatory and refusing to provide such Data makes it impossible to establish or maintain the contractual relationship with the Controller.

## **6. Data Access**

Your Data may be accessed for the above-mentioned purposes by:

- employees/or contractors working for the Controller, in their capacity as data processors and/or internal data processors and/or systems administrators;
- companies of the Group and third parties (e.g. credit institutions, professional firms, etc.) to which activities on behalf of the Controller are outsourced, in their capacity as external data processors.

## **7. Sharing Data**

Your Data may be shared, even without your consent, with supervisory bodies, the police or law enforcement agencies, the Ministry of Finance, the Revenue Agency, ministerial institutions, competent authorities and local (regional, provincial, municipal) authorities, regional and provincial tax offices, at their request, which will process the data in their capacity as independent data controllers for institutional purposes and/or by virtue of the law and when carrying out audits and investigations.

Your Data may also be shared with third parties (e.g. partners, independent contractors, etc.), in their capacity as independent data controllers, or in order to carry out activities for the above purposes.

## **8. Data Transfer**

Your Data shall not be disclosed to countries outside the EU.

## **9. Rights of the Data Subject**

The Controller informs you that, as the data subject, unless specific legal requirements apply, you have the right:

- to obtain confirmation of the existence of personal data concerning you, even if not yet recorded, and that such data are provided to you in an intelligible form;
- to obtain information on and, if necessary, copy of: a) the origin and type of personal data; b) the logic applied in the case of processing carried out using electronic devices; c) the purposes and methods of the processing; d) the personal details of the Controller and processors; e) the individuals or categories of individuals to whom the personal data may be disclosed or those who may gain access to it as third-country recipients or recipients of international organisations; e) where possible, the period of time for which the personal data will be stored, or, if not possible, the criteria used to determine that period of time; f) the existence of an automated decision-making process, including profiling and, if this is the case, the logic applied, the significance and consequences for the data subject; g) the existence of any suitable guarantees in the case of data transfer to a country outside the EU or to an international organisation;
- to insist, without undue delay, that any incorrect data be updated and corrected, or, when requested, that incomplete data be completed;
- to withdraw, at any time, the consents given in an easily accessible form and without impediment, using, if possible, the same means used to provide them;

- to obtain the erasure, encryption or blocking of data: a) that is processed unlawfully; b) that is no longer needed to be kept for the purposes for which it was collected or subsequently processed; c) for which consent on which the processing is based has been withdrawn and where there is no other legal ground for the processing; d) whose processing you object to where there are no overriding legitimate grounds for the processing; e) where there has been a failure to comply with a legal obligation; f) that relates to minors. The Controller may refuse to erase the data only when: a) exercising the right of freedom of expression and information; b) complying with a legal obligation, carrying out a duty in the public interest or as an official authority; c) there is a public health issue; d) archiving is necessary in the public interest, for scientific or historical research purposes or statistical purposes; e) exercising or defending legal claims;
- to limit the processing in the event that: a) the accuracy of the personal data is contested; b) the data has been processed unlawfully by the Controller to prevent its erasure; c) it is in order to exercise your rights in the courts; d) it has been verified that the legitimate grounds of the Controller override those of the data subject;
- to have easy access to the data, when processed by automated means, in a structured, commonly used and machine-readable format and to be able to transmit such data to another controller or, if feasible, to obtain direct transfer of the data from the Controller to another controller;
- to object, entirely or in part: a) for legitimate reasons related to your specific situation to the processing of personal data concerning you; b) to the processing of personal data concerning you for the purpose of sending advertising material or direct selling material or to carry out market research or business communications, by using automated call systems without an operator, by email and/or using conventional marketing techniques by phone and/or post;
- to make a complaint to the Data Protection Authority.

In the above-mentioned cases, where necessary, the Controller shall ensure that third parties to whom the data was disclosed or shared are made aware of your rights, except in specific cases (such as where this compliance is impossible or entails the use of means manifestly disproportionate to the right protected).

## **10. Methods of exercise of the rights**

You may exercise your rights at any time:

- by sending a registered letter with acknowledgement of receipt to the Controller's address at: Servizi Italia S.p.A., Castellina di Soragna (PR), Via San Pietro 59/B – 43019
- by sending an email to [si-servizitalia@postacert.cedacri.it](mailto:si-servizitalia@postacert.cedacri.it) or [privacy@si-servizitalia.com](mailto:privacy@si-servizitalia.com)
- by calling: (+39) 0524 598511.

## **11. Data Controller**

The Data Controller is:

- **Servizi Italia S.p.A.**, with registered office in Castellina di Soragna (PR), Via San Pietro 59/B – 43019, Tax ID Code 08531760158 and V.A.T. No. 02144660343

## **12. Data Protection Officer (DPO/RPD)**

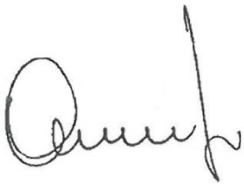
The Data Protection Officer is:

- **Ing. Gozzi Costantino**, Viadana (MN), Viale Kennedy 20/O, Tax ID Code GZZCTN69L06L826A, V.A.T. No. 01818150201. You may contact the DPO by calling: (+39) 0375 780004 – (+39) 0375 785303 or by sending an email to: gozzing@alice.it or by sending a certified email (PEC) to gozzing@pec.it.

An up-to-date list of data processors is kept at the Controller's registered office in Castellina di Soragna (PR), Via San Pietro 59/B – 43019.

Castellina di Soragna, 03/02/2022

**The Data Controller**  
**Servizi Italia S.p.A.**  
**Andrea Gozzi**



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