TERMS OF USE

1.1 OWL (the **Site**) is a website owned by Reply S.p.A., a company registered in Italy under company number 97579210010 whose registered office is at Corso Francia 110, 10143 TORINO and whose VAT code is 08013390011 (**'Reply'**, '**we'**, '**our'** or '**us'**).

1.2 The Site allows individuals, companies and other legal entities ('External Users') to appear in a public database of professional service suppliers to be used by us, or any of the Reply group companies, (Reply Users) to identify Users who best satisfy specific requirements for requested professional services.

1.3 Using the Site is strictly subject to the conditions and limitations described in these Terms of Use. By registering with and/or accessing the Site, Users and all those operating on the Site on their behalf accept and agree to fully comply with these Terms of Use.

1.4 Users may access the Site by means of appropriate credentials (**'Account'**). External Users are required to provide certain mandatory information in order to create a User account ('**External Account'**) and access the Site. Such information may be modified by External Users at any time to ensure it is up to date.

1.5 External Users acknowledge and accept that their registration with the Site does not create or imply any obligation or commitment to enter into any further agreement with Reply or any Reply group company.

1.6 Some information requested by us during the registration process is used to assess External Users' expertise in delivering the professional services meant to be offered thereby. External Users assume full and complete responsibility for the accuracy of the information provided under this clause 1.6 and shall not provide any false or misleading information.

1.7 Users acknowledge that all data transferred to the Site may be accessed by Reply and/or any Reply group company, in accordance with the provisions of these Terms of Use and the 'OWL - Privacy and Cookie Policy' available at this link

1.8 The Site allows Reply Users to request, to a qualified third party represented by an External User, the execution of project activities ('**Assignments**'). Users acknowledge and accept that Assignments will be finalized on the Site. The finalization of an Assignment will be followed by a formal agreement.

1.9 Users acknowledge that Reply has exclusive title to any and all intellectual property rights and know-how related to or deriving from the Site.

1.10 Users agree, represent and acknowledge that no claim or complaint has been or will be at any time filed thereby in relation to any of the matters referred to in clause 1.9 above.

1.11 Reply may at its reasonable discretion and at any time review these Terms of Use as well as the Site availability and content. Reply further reserves the right to suspend or delete an Account subject to and in accordance with these Terms of Use.

1.12 These Terms of Use, as amended from time to time, shall remain in force unless and until revoked by us.

2 External Account registration and Site access

2.1 Access to the Site is granted to External Users that have registered and created an External Account and is limited to one account per User. Personal login details shall be supplied upon registration and with reference to an individual and not a corporate or other legal person. Reply Users may access the Site by entering their own Reply Account, whose policies are defined outside the Site.

2.2 Upon registering, or upon first access whenever registration is not required, or when these Terms and the related Privacy Policy are amended, Users are required to read and fully accept the document contents. Users that fail to accept these Terms of Use shall be refused access to the Site.

2.3 External Accounts must be registered by a duly authorized representative of the External User who hereby represents and warrants to have received full authorization from the represented External User to register with the Site and agrees to these Terms of Use and to operate within the Site in the name and on behalf of the User.

2.4 Where the External User is a company or other legal person and the authorized representative registering an Account under clause 2.3 above is not also a legal representative of the External User, these Terms of Use shall also be expressly accepted by a legal representative of the External User and shall thereafter be binding on the User. For the avoidance of doubt, legal representative, in the case of a company shall mean a company's director and, in the case of any other legal person, shall mean a person with the authority to bind the entity to a transaction.

2.5 With reference to art. 2, 46, 47 and 76 - D.P.R. 28 December 2000, no. 445, the duly authorized User representative referred to under clause 2.1, 2.3 and 2.4 above:

2.5.1 represents that he is at least 18 years old as at the registration date;

2.5.2 confirms that registration to and use of the Site is voluntary;

2.5.3 represents and warrants to have all rights and authorization to transfer the information provided to the Site and grants his consent to the processing of such information by Reply and/or any Reply group companies;

2.5.4 represents and warrants that all provided information is true, accurate and complete and shall be kept up to date;

2.5.5 represents and warrants, where personal information relating to other individuals is transferred to the Site, that the concerned party has been duly informed of and consents to the transfer of his personal data to the Site for the purposes specified in the OWL Privacy and Cookie Policy and that any and all obligations provided by articles 6,7,13 and 14 of EU Regulation 2016/679 (General Data Protection Regulation) have been (and will at all times be) duly complied with;

2.5.6 represents that the email address(es) provided may be used for communications between us and the User; and

2.5.7 will keep login credentials for an Account secret and confidential.

2.6 Users agree and hereby undertake, upon Reply's written request, to provide written evidence of their compliance with the duties laid down in clause 2.5.5 of these Terms of Use. Such evidence shall be provided by Users within 5 days of receiving the request, failing which Reply shall be entitled to suspend the Account until such evidence is provided by the User to Reply's reasonable satisfaction.

3 Account Modifications

3.1 External Users' acceptance of these Terms of Use must be repeated whenever changes are made to the linked External Account.

3.2 Each User is responsible for his own Account and shall keep his access credentials and password strictly private and confidential. Any unauthorized use or suspicious unauthorized activity must be reported to Reply without delay.

4 Account removal

4.1 External Users can remove their Account at any time using the appropriate functionality within the Site. Any and all data related to an Account that is removed in accordance with this clause 4.1 will no longer be accessible by the User.

4.2 The registration of a new Account by an External User whose Account was removed in accordance with clause 4.1 above does not allow the User to access data provided in connection with a previous Account.

4.3 External Accounts not used for more than 6 consecutive months may be removed, together with the relevant data and information, by Reply without advance notice.

4.4 Accounts, together with the relevant data and information provided by External Users, may be removed by Reply without advance notice whenever Reply has

reasonable grounds to be believe that incorrect, misleading or false information has been provided.

4.5 Accounts may be suspended or removed by Reply without advance notice whenever Reply (or any appropriate authority) has reasonable grounds to suspect that a User, or any party associated with the User, is involved in any unauthorized or dangerous activities.

4.6 The confidentiality obligations laid down in clause 7 of these Terms of Use shall survive the removal of an Account for whatever reason under this clause 4.

5 Amendments to these terms of use

5.1 Reply reserves the right to review these Terms of Use at any time. Where significant amendments are made to these Terms of Use, Reply shall notify the User thereof by email as soon as reasonably practicable and/or by message posted on the Site after the User's first Account log-in following the amendments.

5.2 If amended terms are not accepted by an External User, the latter is entitled to refuse them by removing its Account. Further use of an Account will be regarded as full acceptance of the amended Terms of Use by the relevant User.

5.3 Amendments to these Terms of Use will be effective on the third day following their publication.

6 Liability

6.1 Reply shall not be liable, whether in contract, tort or negligence, for any losses (howsoever arising) that may result from a User's presence and actions performed on the Site including, without limitation, any agreements entered into by Users as a result of their publication on the Site.

6.2 Users agree and acknowledge that they shall be completely and solely liable for all information provided to and through the Site using their own Account and will do everything reasonably required to ensure that the information provided is accurate, complete and up-to-date and does not violate any law, including, but not limited to, any data protection laws.

6.3 Neither Reply nor any Reply group company shall be liable for any losses (howsoever arising) resulting from or otherwise linked to the voluntary publication by Users of information or personal data (including, without limitation, the personal data of External Users' employees and other personnel) and use of the Site. Without prejudice to the generality of the foregoing, neither Reply nor any Reply group company shall be liable for the unauthorized use of information or personal data by third parties.

6.4 Without prejudice to clause 6.7, External Users agree and acknowledge that neither Reply nor any Reply group company shall be liable for the communication,

publication, duplication, modification or alteration of sensitive, private or confidential data published on the Site by External Users.

6.5 External Users release Reply and/or any Reply group company (including, where the context permits, their officers, directors, agents, employees and sub-contractors) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the matters described in clauses 6.3 and 6.4 above as well as for any breach of the warranties provided in clause 2.6 above.

6.6 Neither Reply nor any Reply group company guarantees that the Site shall function without discontinuation or fault and shall under no circumstances be liable for the inability to use the Site or technical faults with the Site or the infrastructure comprising the Site. Without prejudice to the foregoing, neither Reply nor any Reply group company shall be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect a User's computer equipment, computer programs, data or other proprietary material due to a User's use of the Site or to the downloading of any content on the Site, or on any website linked to the Site.

6.7 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

7 Confidentiality

7.1 Users acknowledge that all information accessible from the Site and/or that can be derived from using the Site and/or any know-how developed or acquired in the course of using the Site shall be deemed strictly private and confidential and shall not be published or communicated other than for purposes connected with a User's use and enjoyment of the Site.

7.2 Users shall take such steps as may be necessary to ensure that any information referred to in clause 7.1 above is treated as confidentiality at all times.

7.3 Unless agreed otherwise in writing by Reply, Users acknowledge that the disclosure of any information relating to the Site or any Reply or Reply group company is strictly forbidden.

7.4 Confidential information includes, but is not limited to:

7.4.1 information relating to research and development, products and production processes, whether or not implemented or registered, relating to Reply and/or any Reply group company and/or their customers and suppliers;

7.4.2 information relating to the organization, structure, workforce or commercial partners of Reply and/or any Reply group companies;

7.4.3 draft documents, software, source code, data programs and ideas connected with the Site.

7.5 The confidentiality obligations in this clause 7 shall survive the termination of these Terms of Use, for whatever reason occurred. Information that becomes public shall be excluded from this clause 7.5 unless it is disclosed by the User in breach of these Terms of Use.

7.6 In the event of a failure in the Site's login system or Users have reasonable grounds to suspect an unauthorized use of an Account, Users must notify Reply as soon as reasonably practicable.

8 Improper use

8.1 You may only use our Site for lawful purposes. You may not use our Site:

8.1.1 in any way that breaches any applicable local, national or international law or regulation;

8.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

8.1.3 for the purpose of harming or attempting to harm minors in any way;

8.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;

8.1.5 to send, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or

8.1.6 to knowingly transmit any data, send or upload any material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the functioning of any computer software or hardware.

8.2 You also agree not to reproduce, duplicate, copy or re-sell any part of our site and not to access without authority, interfere with, damage or disrupt:

8.2.1 any part of our Site;

8.2.2 any equipment or network on which our Site is stored;

8.2.3 any software used in the provision of our Site; or

8.2.4 any equipment or network or software owned or used by any third party.

8.3 Bots, spiders, crawlers and similar systems are not permitted. Users may under no circumstances implement and use any automated device to monitor or copy Site contents and display them on other websites.

8.4 Unless expressly agreed in writing by Reply, Users may under no circumstances use any information available on the Site for their own commercial profit.

8.5 External Users may under no circumstances use the Site as an autonomous database.

8.6 Users may under no circumstances access or interact with the Site in such a way suitable to cause any damage to the Site or its underlying systems and functionalities.

8.7 Any unlawful activity is expressly forbidden, including framing, hacking, reverse engineering, phishing, cloning, spamming or code injection.

9 Applicable law – Jurisdiction

9.1 These Terms of Use and any dispute or claim arising out of or in connection therewith shall be governed by and construed in accordance with Italian law.

9.2 The Court of Torino shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use.

10 Miscellaneous

10.1 These Terms of Use shall constitute the entire agreement between the User and Reply with reference to the use of the Site.

10.2 If at any time any provision of these Terms of Use or part thereof (including one or more of the relevant clauses or any sub-clause or paragraph or any part thereof) is held to be or becomes invalid, illegal or otherwise unenforceable for any reason, the same shall be deemed amended to the minimum extent necessary to make it valid, legal and enforceable. If such amendment may not be applied, the relevant provision or part thereof shall be deleted. Any amendment or deletion of a provision or part thereof under this clause shall not affect the validity and enforceability of the remaining provisions of these Terms of Use.

10.3 No delay or failure by Reply to exercise or enforce any of its rights or remedies under these Terms of Use shall constitute or be deemed to constitute a waiver of those rights or remedies.

10.4 Any notice to be served under these Terms of Use shall be addressed to:

Corso Francia 110, 10143 Torino, Italy

sourcing@reply.com

10.5 Pursuant to sections 1341 and 1342 of the Italian Civil Code, as far as applicable, the User represents to have carefully read and specifically approve the following clauses: 1.11 (Amendments to Terms of Use), 2.2, 2.3, 2.4 (Warranties as to the entitlement of the person creating the Account); 4.3 (Account removal for prolonged inactivity), 4.4 (Account removal when false or incorrect information

is provided), 5.1, 5.2 (Implicit acceptance of amendments to the terms of use), 5.3 (Effective date of amendments), 6.1 to 6.7 (Liability), 7.1 to 7.5 (Confidentiality), 9.1 (Applicable law), 9.2 (Competent Court).

Last update: 10/09/2018