



## GENERAL CONDITIONS OF USE OF THE “ENI UNIQUE ACCOUNT” SERVICE

(VERSION VALID AND BINDING AS OF 23 JANUARY 2024)

This document contains the general terms and conditions (“**Eni Unique Account Terms and Conditions**”) of the “Unique Account” service (“**Unique Account**” or “**Service**”), aimed at offering users of the “**Enjoy**”, “**Enilive**” and “**Plenitude**” applications and the website [www.eniplenitude.com](http://www.eniplenitude.com) (“**Users**” and jointly, including access to the website [www.eniplenitude.com](http://www.eniplenitude.com) to be used on a computer or smartphone, the “**Apps**”) the possibility of creating a Unique Account to easily access all applications offered by the Eni S.p.A. Group using the same credentials.

Acceptance of the Eni Unique Account Terms and Conditions, together with acknowledgement of the Unique Account Privacy Policy drafted in accordance with data protection legislation, is a necessary condition for the creation of the Unique Account and to access the Apps for such customers who will not access them as "verticals" only.

Please read these Terms and Conditions carefully and print a copy and/or store them on a permanent medium.

Further information on the companies owning the Apps (“**Companies**”), including their contact details, are available below:

### **ENILIVE S.P.A. – “ENILIVE” APP**

Enilive S.p.A. (a sole shareholder company subject to the direction and coordination of Eni S.p.A.) is the company that owns Enilive, the app that allows registered users to manage mobility services directly from their smartphones in order to use and learn more about the services available within the Enilive Fuel Stations.

Viale Giorgio Ribotta 51

00144, Rome - Italy

E-mail: [customercare.enistation@eni.com](mailto:customercare.enistation@eni.com) and contact telephone number 800.101.290

### **ENILIVE S.P.A. - “ENJOY” APP**

Enilive S.p.A. (a sole shareholder company subject to the management and coordination of Eni S.p.A.) is the company that owns Enjoy, the smart mobility app dedicated to car sharing services that allows users to book and rent a vehicle.

Viale Giorgio Ribotta 51

00144, Rome - Italy

E-mail: [servizioclienti@enjoy.eni.com](mailto:servizioclienti@enjoy.eni.com) and contact telephone number 800.900.505



### **ENI PLENITUDE S.P.A. BENEFIT COMPANY - “PLENITUDE” APP**

Eni Plenitude S.p.A. Benefit Company (a sole shareholder company subject to the direction and coordination of Eni S.p.A.) that owns Plenitude, the energy utility management, consultation and bill payment app.

Piazza Ezio Vanoni, 1

20097, San Donato Milanese (Milan) - Italy

E-mail [clienti@pec.eniplenitude.com](mailto:clienti@pec.eniplenitude.com) and contact telephone number 800.900.700

The three apps can be downloaded from the Google (Play Store), Apple (App Store) and Huawei (App Gallery) stores.

### **ARTICLE 1 – PURPOSE OF THE SERVICE**

- 1.1 The Unique Account project was developed by the Companies in order to simplify the sign-up process for their Users and allow them to easily access all the Eni Apps with the same credentials (userID and password).
- 1.2 To constantly improve the services offered and to facilitate the registration process, each User will be able to use the same access data without the need to create a separate profile for each individual service, and will have control over their utilities, mobility and electric recharging and refuelling services for their cars.
- 1.3 The data provided by the Users will be used for the sole purpose of creating the Unique Account profile and will be processed in accordance with the methods described in the Unique Account Privacy Policy.
- 1.4 The creation of the Unique Account will not imply the automatic activation of any service or the purchase of any product from the Companies nor the necessary subscription to one of the Apps. Users will have total control over the selection and activation of the desired services through the features provided in their Apps.
- 1.5 To use the services offered by Enjoy, Enilive and Plenitude, after creating the Unique Account, Users will be required to access the private area of each App with the new shared credentials, while accepting the relevant general terms and conditions and examining the privacy policy of each service. Specifically, to view the services that can be obtained from the individual Apps and the methods for processing personal data, please consult the following documents, as updated from time to time by the Companies:
  - The Enjoy General Conditions of Car Sharing Contract, the Car Sharing Regulations, the Cargo Vehicle Use Supplementary Conditions and the App’s Privacy Policy;
  - The Enilive App Terms and Conditions of Use and Privacy Policy;
  - The Plenitude App Terms and Conditions of Use and Privacy Policy.



## **ARTICLE 2 - CREATING THE ENI UNIQUE ACCOUNT**

- 2.1 Eni's Unique Account registration can be done using unique credentials (e-mail and password) that are not linked to a social media account.
- 2.2 After 23/01/2024, all Users who sign up for the first time to one of the Apps will be automatically included in the creation of the Unique Account and from then on will be required to use the same e-mail address and password used to sign up to that first App to access the other Apps as well.
- 2.3 Except for users who remain registered to the Apps as so-called "vertical" users (see Article 3), the User will receive credentials for subsequent access to the services of the single Apps after correctly completing the creation of the Unique Account.
- 2.4 If the Unique Account creation process is not completed within the following 7 (seven) days, the Eni Unique Account creation process will be cancelled and any User's personal data, including e-mail address, first and last name, will be deleted.
- 2.5 Upon completion of the registration process for the single App, an e-mail will be sent to the customer, to the e-mail address provided during the registration process, confirming the successful registration to the App and the related contractual documents and privacy policy, as well as confirmation of acceptance of these Eni Unique Account Terms and Conditions and acknowledgement of the related privacy policy.
- 2.6 Once the Eni Unique Account has been activated, the User will be required to use the same credentials to register and access one or all of the Apps.
- 2.7 The creation of the Eni Unique Account will not automatically result in the sharing of data, including data relating to payment methods registered in the App, between one or more of the Apps.

## **ARTICLE 3 – EXCEPTIONS AND SPECIFICITIES CONCERNING THE CREATION OF THE ENI UNIQUE ACCOUNT**

- 3.1 In the following cases a Eni Unique Account cannot be created and Users will therefore remain so-called "vertical" customers:
  - 3.1.1 Users holding one or more supply contracts with Plenitude who have a "Business Profile";
  - 3.1.2 Users who, on the effective date of these Terms and Conditions, as indicated in the introduction above, are already registered as "vertical" users to all three Apps (Enilive, Enjoy and Plenitude), unless these Users unsubscribe and then register again to at least one of the Apps at a later date using their e-mail and password credentials;
  - 3.1.3 Users who have registered to one or more of the Apps using a social media account (so-called social media log-in). In this case, the social media credentials will be used to register and access the App to which the User is registered;
  - 3.1.4 Users registered to the Plenitude App using their e-mail address and password and who wish to register to the Enilive App or the Enjoy App using social media log-in;



- 3.1.5 Users registered to the Enilive App and/or the Enjoy App using their e-mail address and password and who wish to register to the Plenitude App using social media log-in.
- 3.2 Users with an Eni Unique Account will not be able to register/access one of the other Apps using the so-called social media log-in if their e-mail address or social security number is the same.
- 3.3 Users registered to the Enilive App and/or the Enjoy App through social media log-in will be able to register to the Plenitude App only through the credentials associated to that social media login and not by entering their e-mail address and password. In the latter case, registration using non-social media credentials will be blocked.
- 3.4 Users registered to the Plenitude App through social media login will only be able to register to the Enilive App and/or the Enjoy App using the credentials associated with that social media and not by entering their e-mail address and password. In the latter case, registration using non-social media credentials will be blocked.
- 3.5 Users with a Eni Unique Account who attempt to register to the Plenitude App using social media log-in and the same social security number will have to register and access the Plenitude App using the same e-mail address used on one of the other Apps to which such users are already registered through their Eni Unique Account.

#### **ARTICLE 4 - USER'S LIABILITY**

- 4.1 The User undertakes to provide a valid e-mail address for the creation of the Unique Account. The e-mail address will be an essential element for the correct identification of and communication with the User.
- 4.2 By accepting these Terms and Conditions, the User declares that the data and personal information provided when creating the Unique Account is up to date, correct and true.
- 4.3 The Companies reserve the right to verify the validity of the e-mail address provided by the User. If the e-mail address provided is not valid, the User cannot complete the process of creating a Unique Account.
- 4.4 The User agrees to receive official communications regarding the Service exclusively through the e-mail address provided when creating the Unique Account. This is without prejudice to the possibility for the User to change the address of the Unique Account registered as an address for any future communication (service, contractual and/or commercial) by contacting the customer service department at the addresses indicated in Article 9 "Communications and Support".
- 4.5 The User is personally responsible for maintaining the confidentiality of his or her access data, in particular his or her password, and must not share them or allow them to be used by third parties.
- 4.6 The User undertakes to use the Unique Account exclusively for lawful purposes and permitted by current applicable legal provisions, custom and practice, and the rules of diligence, in any case without infringing the rights of any third party. Therefore, the User assumes exclusive liability for any of his/her



activities in connection with the use of the Service and undertakes to hold the Companies harmless from and against any claim or demand relating to or arising from any use or misuse of the Service.

4.7 Furthermore, the User acknowledges the following:

- the Companies may suspend or interrupt the functions of the Unique Account for justified reasons (e.g. incorrect functioning of the same, IT security issues, modified organisational and business requirements, etc.);
- the use of the Service is provided to the User without payment of any monetary consideration;
- the User may access the Service without the intention of making a profit or for the purpose of gaining an economic benefit;
- the Service may not be supported by certain software operating systems or versions of them and the User is responsible for finding the correct combination of software and hardware that will enable proper use of the Service.

4.8 The User is required to comply with and observe the provisions of these Terms and Conditions governing the Unique Account service.

#### **ARTICLE 5 – CHANGES TO THE ENI UNIQUE ACCOUNT TERMS AND CONDITIONS**

5.1. The Companies may continue to develop and improve the Unique Account functionalities and, therefore, reserve the right to amend these Terms and Conditions, as well as to modify, integrate or improve one or more of the features, functions or characteristics of the Service for justified reasons (such as, optimisation and development of the Service, non-routine developments, the need to adapt to legislative or regulatory changes, the need to address security issues, the need to address technical/economic needs).

5.2. Changes are made known by publication on the respective Apps and, if the nature of the change so requires, by direct communication to the User, by e-mail, to the e-mail address used to create the Unique Account.

5.3. Changes will be implemented as of their effective date, as communicated by the Companies to the Users, unless legal regulations or administrative measures impose an earlier application date.

5.4. If a proposed change does not incorporate the characteristics of a substantial change, the User's consent shall be deemed to have been given unless the User has expressly rejected the amendment in writing (e.g. by e-mail) by sending it to the Companies prior to its effective date. A change to these Terms and Conditions due to a change in law, a court decision, or an injunction does not constitute a material change.

5.5. Any updates to the Apps will be issued from time to time through the Apple Store or Google Play or Huawei App Gallery. The User may not be able to use all or part of the App and/or the Service before downloading the latest version available in the Stores.



## **ARTICLE 6 – DISCLAIMER**

- 6.1. Considering that there is no monetary compensation for using the Service, the Companies shall not be held liable to the User for inefficiencies or malfunctions related to the use of the Unique Account, except in the case of wilful misconduct or gross negligence.
- 6.2. Companies do not assume liability for damages, claims, or losses, direct or indirect, suffered by the User due to the non-operation and/or malfunctioning of the User's electronic equipment or that of third parties, including Internet service providers, telephone and/or data transmission connections not directly managed by the Companies.
- 6.3. The Companies may not be held in breach of their obligations or liable for damages:
  - resulting from the impossibility of accessing the Service due to the malfunctioning or failure of the electronic means of communication due to causes beyond their foreseeable control, including, but not limited to, fire, natural disasters, power failure, unavailability of telephone lines or other network service providers, malfunctioning of electronic devices, even if not an integral part of the Internet network, malfunctioning of the programmes installed by the User;
  - arising from the actions of other users or other persons with access to the Internet.

## **ARTICLE 7 – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS IN RELATION TO THE UNIQUE ACCOUNT**

- 7.1. The User expressly acknowledges that all industrial and intellectual property rights, including but not limited to, copyrights, know-how, source code, software, hardware, designs, applications, patents, trademarks, trade secrets, formulas, algorithms, models, databases and the like, relating to the Unique Account and data and other materials originating from the Companies or otherwise made available to the User by the Companies pursuant to these Terms and Conditions or otherwise used within the Apps remain the exclusive property of the Companies and/or their respective owners, and that no rights, other than the right to use the Apps solely for personal use in accordance with these Terms and Conditions, are granted to the User in relation to the foregoing.
- 7.2. The databases on which the Unique Account is based, as well as the content presented in the Apps, are protected by copyright pursuant to Law No. 633 of 22 April 1941, as amended. The databases are also the subject of significant investments made by the Companies, with the consequent protection also pursuant to Articles 102 bis and 102 ter of the Copyright Law. For the purposes of the aforementioned protection, the only use permitted by Users is that made in accordance with these Terms and Conditions. In no event shall these Terms and Conditions be construed as granting Users the right to extract or reuse all or a substantial part of the data.

## **ARTICLE 8 - DELETING THE UNIQUE ACCOUNT**

- 8.1 The User, registered to one or more of the Apps, who wishes to delete his or her Unique Account may discontinue using it at any time and deactivate the Service by deleting his or her profile from each Eni App that he or she is registered to, according to the procedures detailed in the "User Profile" section



of the Apps.

#### **ARTICLE 9 - APPLICABLE LAW**

- 9.1 These Terms and Conditions are governed by Italian law.
- 9.2 Pursuant to current legislation, for the purposes of resolving any dispute that might emerge with the Companies, Users may access the European online dispute resolution platform (“**ODR Platform**”). The ODR Platform has been developed and is operated by the European Commission, in accordance with Directive No. 2013/11/EU and EU Reg. No. 524/2013, in order to facilitate independent, impartial, transparent, efficient, rapid and fair out-of-court dispute resolution through the intervention of a dedicated ADR (Alternative Dispute Resolution) body. For more information please visit the website <http://ec.europa.eu/odr>. The e-mail address of the companies to be provided on the EU ODR Platform is the one indicated at the beginning of this document.
- 9.3 The Court of the place of residence or domicile of the User in the Italian territory shall have exclusive jurisdiction in the event of disputes that have not been resolved through the procedure referred to in the previous point. In all other cases, the Court of Rome shall have exclusive jurisdiction.
- 9.4 If the provisions contained in these Terms and Conditions should be deemed invalid, void and/or in any case unenforceable by virtue of the laws in force, the remaining provisions shall in any case be considered fully valid and effective.

#### **ARTICLE 10 – COMMUNICATIONS AND ASSISTANCE**

- 10.1. Any request or claim regarding the operation of the Service must be forwarded to the Companies using the contact channels indicated in the introduction.
- 10.2. When creating the Unique Account, the User is required to indicate, and keep updated at all times, a valid e-mail address that will be used to send service notices and any other communications related to the Unique Account. The companies will not be held liable under any circumstances for any communication is not delivered to the e-mail address provided.

#### **ARTICLE 11 – PROCESSING OF PERSONAL DATA**

- 11.1 The Users’ personal data will be processed by the Companies in compliance with EU Regulation 2016/679 (“**GDPR**”), further applicable legislation on the matter and in accordance with the Privacy Policy made available to the User.

After having read these Terms and Conditions, the User declares, pursuant to and for the purposes of Section 1341 of the Italian Civil Code, to accept in full and specifically approve the clauses indicated in the following articles: Articles 3 “Exceptions to the Creation of the Eni Unique Account”; 4 “User’s Liability”; 5 “Changes to the Eni Unique Account Terms and Conditions”; 6 “Disclaimer”; 9 “Applicable Law”.



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