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Article 1. Preamble

- 1 HERA S.p.A. is a company with registered office in Bologna, Viale Carlo Berti Pichat 2/4, registered in the Bologna Companies Register, tax identification number 04245520367 and VAT number 03819031208.
- 2 HERA S.P.A. has equipped itself, for the performance of its activities, with a computer system (hereinafter, indistinctly, **“the Portal”/ “the Platform”**) capable of managing in telematic mode:
 - (i) the participation of economic operators in procedures (public tenders, invitations to tender, requests for quotations/bids, direct awards) called by HERA S.P.A. and/or other companies of the Hera Group for the award of works, services and supplies;
 - (ii) the registration of economic operators in the Hera Group Suppliers' List;
 - (iii) other activities related to those of the previous points.
- 3 The Portal has been developed on a technological platform owned by BravoSolution Italia S.p.A. and BravoSolution S.p.A. (each for the parts within its competence), and consists of a software, licensed for use as a “Software as a Service” to HERA S.P.A.
 BravoSolution has taken on the role of “Computer System Manager” and “Data Storage Manager” for HERA S.P.A. and is therefore responsible for the technical management of the computer system, as well as the applications connected to the performance of the activities referred to in point 2 above and the consequent data storage; all this is carried out in compliance with the applicable regulations on tenders, computer documents, digital signatures and data processing.

Article 2. Object


- 1 The purpose of these Rules is to define the terms, conditions and general principles for access to and use of the Portal by authorised economic operators (the “Economic Operators” or, in the singular, the “Economic Operator”) who make use, in various capacities, of the functions of the Telematic Platform and carry out the related activities through the use of the Platform itself, also through the use of the Hera Group Suppliers' List.
- 2 Compliance by the authorised Economic Operators with the terms, conditions and general principles set forth in these Rules is, therefore, a necessary prerequisite for the use of the Telematic Platform, as shall be specifically indicated and requested in the procedures managed by the Portal, it being understood that the provisions set forth in these Rules shall apply exclusively and only to the activities referred to in paragraph 1.2. In fact, it is always within HERA S.P.A.'s power to use traditional systems (i.e. non-telematic methods) or to resort to telematic systems other than those provided with the Portal, for the initiation and conduct of procedures.
- 3 However, it is understood that these Rules govern exclusively the terms and conditions inherent in accessing and enabling the Portal's functions:
 - a. with regard to the performance of procedures for the awarding of works, services and supplies, these shall be governed, on a case-by-case basis, by the documents announcing the procedures themselves;

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- b. with regard to the registration and continuation of Economic Operators in the Hera Group Suppliers' List, these will be regulated by the "Rules for the management of the Hera Group Suppliers' List" in Annex A to these Rules.

Article 3. Access to the Telematic Platform: registration and authorisation to use the relevant functions

- 1 The Economic Operators will be able to access the Portal through the registration steps indicated below.
- 2 The registration steps are completely free of charge and do not imply any intention on the part of the person carrying them out, nor of the Economic Operator represented by them, to participate in ongoing or future procedures.
- 3 To start the registration process, it is necessary to fill in the registration form accessible from the "Registration" link on the portal's Home Page, accepting all the clauses therein.
- 4 The Economic Operator intending to participate in one or more public tenders or to register in the Hera Group Suppliers' List (a condition that allows operators to receive requests to participate in invitations to tender or quotations/bids), must be registered and authorised to use the functions of the Telematic Platform.
- 5 The username and password allow the identification of the individual Economic Operator for access to the Platform and are therefore strictly personal and non-transferable to third parties. The authorised Economic Operator may not have more than one username or password. The use of the username and password unquestionably and unconditionally attribute to the party to whom they have been issued and, on its behalf, to the represented Economic Operator, all expressions of will, actions, deeds and facts performed or effected through the use of the Telematic Platform.
- 6 For the Economic Operator to be fully authorised to use the functions of the Telematic Platform, it must also have access to a standard personal computer, equipped with a common browser, connected to the Internet. The purchase, installation, configuration and management of the hardware, software and Internet access are the sole responsibility of the Economic Operator.
- 7 For participation in the procedures as well as for registration in the Hera Group Suppliers' List, the authorised Economic Operator must also be in possession of software normally used for editing and reading documents such as MS Word, Open Office, Acrobat Reader or another .PDF document reader, MS Excel or another spreadsheet (indicative list); and be equipped with a digital signature, meaning that the Legal Representative, or the agent - with suitable powers - of the Economic Operator must have a digital signature. If the Economic Operator uses software available in open source, they shall provide, if requested by HERA S.P.A., any information needed for reading the file produced by the aforesaid software.
- 8 The lack of the computer equipment, or of the digital signature of the legal representative, or of the agent with appropriate powers of attorney of the Economic Operator, in accordance with the provisions set forth in the preceding paragraphs, shall make it impossible for the Economic Operator to use the functions of the Platform referred to in paragraph 1.2.

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Article 4. Obligations, prohibitions and guarantees incumbent on the External User

ACCESS CREDENTIALS

- 1 Also in consideration of the provisions of the preceding article, the authorised Economic Operator undertakes not to disclose its username and password to third parties and to keep and protect them in a safe and diligent manner.
- 2 The direct or indirect, total or partial, voluntary or involuntary disclosure of the username and password to third parties falls entirely under the responsibility of the authorised Economic Operator, who shall be liable for any damages suffered by HERA S.P.A. as a result of the disclosure of the aforementioned access credentials.
- 3 Any disclosure shall be considered as constituting a mandate authorising the third party to access the Telematic Platform system, with all the related consequences deriving from the mandate also in terms of non-participation and/or award in any procedures.
- 4 In any case, the authorised Economic Operator acknowledges and accepts that each access to the Telematic Platform and each communication or offer made through the use of its own access credentials (username and password) is directly referable and attributable to it and, therefore, it assumes full responsibility, relieving HERA S.P.A. from any burden of verification.
- 5 The authorised Economic Operator is in any case held solely responsible in the event of improper use by third parties of the access credentials to the Telematic Platform (i.e. the username and password), relieving HERA S.P.A. from any improper use of the aforesaid access keys.

USE OF THE TELEMATIC PLATFORM

- 6 It is expressly forbidden for the authorised Economic Operator to use mechanisms, equipment or software that alter the proper functioning of the Telematic Platform or the mechanisms of the operations in progress. In particular, any action that would result in an unreasonable burden or excessive computer load on the Telematic Platform system is prohibited.
- 7 The authorised Economic Operator undertakes not to access the Telematic Platform and/or to remain therein in a fraudulent or otherwise unauthorised manner pursuant to these “Rules for the use of the Hera Group Supplier Portal” or to the further rules published on the Telematic Platform.
- 8 The authorised Economic Operator expressly undertakes, assuming all responsibility, not to include in the Telematic Platform any information, data, offers or anything else that may be considered contrary to law, public order or morality or that, in any way, may infringe the rights of third parties. By way of example but not limited to, it is expressly forbidden to carry out transactions involving goods and/or services • of unlawful or dubious origin; • in violation of national and international laws protecting industrial and intellectual property; • of any nature whose sale is forbidden by law or regulations; • defamatory towards entities or persons or containing any information that may be detrimental to third parties; • obscene, containing scenes of violence or pornography, including child pornography.
- 9 In relation to the use of the Platform, the authorised Economic Operator declares and guarantees that it has full ownership or availability of the data, information and content that may be provided to HERA S.P.A., and that their use by HERA S.P.A. does not violate any third-party rights, nor does it violate any laws and/or regulations.

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10 The authorised Economic Operator shall hold HERA S.P.A. harmless and indemnified from any action, right and/or claim of the other authorised Economic Operators or third parties related to the breach of this Article and/or these Rules.

Article 5. Obligations of HERA S.P.A., as data controller of the personal data processed through the Telematic Platform, and limitations of HERA S.P.A.'s responsibilities

1 HERA S.P.A. and through it BravoSolution Italia S.p.A. and BravoSolution S.p.A., companies designated as External Data Processors and System Administrators, ensure that the most suitable measures are adopted, according to the state of the art, to protect against the risk of destruction, loss or alteration of data or unlawful intrusion or use of data by unauthorised third parties.

2 HERA S.P.A. reserves the right to take legal action against third parties not expressly authorised, as well as against the authorised Economic Operator, if any, should the security incidents/violations referred to in the preceding paragraph occur.

3 Notwithstanding the provisions of paragraph 5.1 above, the authorised Economic Operator accepts that HERA S.P.A. and the Computer System Manager are in no way liable for any indirect damage and/or harm that may be caused to the Economic Operator as a result of the use of the Telematic Platform, including loss of business opportunities, loss of earnings, loss of data, damage to image, claims for damages, actions and/or claims of third parties.

Furthermore, HERA S.P.A. and BravoSolution shall not be held liable, except in the event of fraud or gross negligence attributable and recognised to them:

a. for errors, omissions and inaccuracies in the data published on the Telematic Platform and/or for errors, omissions and inaccuracies, if any, contained in the data entered on the Telematic Platform by the authorised Economic Operators;


and/or

b. for loss of data, delays, malfunctioning, suspension and/or interruption of the Portal during the course of the procedures (public tender, invitation to tender), caused by:

- i. events of "Force Majeure", meaning, by way of example but not limited to, any of the following events: ●interruption of electricity or telephone lines or network connection due to the actions of third parties, ●strikes, ●industrial disputes, ●wars, ●civil or military authorities, ●embargoes, ●vandalism and terrorism, ●epidemics, ●floods, ●earthquakes, ●fires and other natural disasters;
- ii. incorrect use of the Telematic Platform by the authorised Economic Operator, including the provisions of Article 4.2 above;
- iii. malfunctioning of the connection equipment used by the authorised Economic Operator;
- iv. breakdowns in the IT systems, telecommunication equipment and/or technological systems of HERA S.P.A. and/or BravoSolution Italia S.p.A., such as to entail the non-participation in the procedure or the impossibility for the authorised Economic Operators to continue participating in the procedure.

4 Furthermore, HERA S.P.A. does not guarantee to any interested party:

- the continuity of the service for the performance of the procedures, nor the operability or the

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compatibility of the Telematic Platform with the hardware and software information systems of the authorised Economic Operators, nor the continuous availability of the telephone lines and equipment that HERA S.P.A. itself and the Economic Operators, as the case may be, use to submit bids and/or participate, in general, in procedures on the Telematic Platform;

- the accessibility, truthfulness, completeness, compliance with the law and respect for the rights of third parties of the contents of the websites to which any links included in the Telematic Platform Access Portal may refer;
- the capacity to act and the good faith of those who will use the Telematic Platform.


- 5 The Telematic Platform is usable as is, with no guarantees of any kind. The authorised Economic Operator therefore waives all warranties, express or implied, including, but not limited to, the warranty of fitness for a particular use or purpose.
- 6 This is without prejudice to the fact that HERA S.P.A., in the event of proven malfunctioning, albeit temporary, of the Telematic Platform, ensures the possibility for the interested Economic Operators to participate in the procedure by ordering, where necessary, the suspension of the deadlines for the presentation of the requests to participate or the bids for the time necessary for resolving the malfunctioning and the extension of the deadlines by a period proportional to the severity of the malfunctioning.

Article 6. Industrial property rights

- 1 The contents and information offered to the authorised Economic Operator through the Telematic Platform are the property of HERA S.P.A.. Such content and information, as well as the Telematic Platform owned by BravoSolution Italia S.p.A. and BravoSolution S.p.A. (each for the part under its competence), licensed to HERA S.P.A., are protected by copyright or other intellectual property rights (including database rights).
- 2 The authorised Economic Operator acknowledges that the contents, information and databases included in the Telematic Platform by HERA S.P.A. may be used by the Economic Operator solely for the purposes set forth in these Rules. In any case, any other use, including the reproduction, sale, modification, distribution, transmission, republication, even partial, of the contents, information and databases available on the Telematic Platform by the authorised Economic Operator is expressly forbidden.

Article 7. Processing of personal data

- 1 The Data Controller of the data collected, as well as the licensee of the Telematic Platform, is HERA S.P.A., in the person of the individual specifically delegated at any time.
- 2 The Data Protection Officer (DPO) can be contacted by ordinary mail or by e-mail as indicated in the Privacy Policy pursuant to GDPR EU 2016/679 below.
- 3 The exercise of the data subject's rights set out in Articles 15 to 21 of the above-mentioned EU GDPR is guaranteed through the address indicated in the privacy policy subsequently indicated.
- 4 BravoSolution Italia S.p.A. and BravoSolution S.p.A. are Data Processors, identified and appointed

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pursuant to Article 28 of the aforesaid EU GDPR as System Administrators of the Telematic Platform.


- 5 Pursuant to and for the purposes of Articles 13 and 14 of the aforesaid EU GDPR, on the Platform, at the time of registration, in compliance with the principle of transparency of the processing of personal data, the Economic Operator, as the Data Subject, is provided with the Privacy Policy both for registration and the issuance of the credentials and with regard to the personal data that will be processed for the performance of the activities referred to in paragraph 1.2 above.

Article 8. Content and effectiveness of recordings made by the Telematic Platform

- 1 The authorised Economic Operator acknowledges and accepts that for the entire duration of the procedure, including the preparatory phases, and for the purposes of its conduct, its closure, its awarding and its possible suspension and/or cancellation, the official time and the elapsed time shall be solely those recorded by the Telematic Platform and that such records shall constitute full and exclusive evidence, with respect to the content and time of each operation carried out electronically.
- 2 The operations carried out within the scope of the procedures as well as within the process of registration to the Hera Group Suppliers' List, referable to the Economic Operator pursuant to Article 4 above, are understood to be carried out at the time and on the day resulting from the records of the Telematic Platform. The recordings of the Telematic Platform are made and stored, also digitally. The time of the Telematic Platform is synchronised on Italian time with reference to the UTC (Imperial Time Unit) time scale (IEN).

Article 9. Communications

- 1 All communications made and received by the authorised Economic Operator pertaining to the operation of the Telematic Platform and to the registration in the Hera Group Suppliers' List will be made through the platform Support. The platform Support includes tools that, without implying a violation of privacy and confidentiality of data and information, allow tracking through specific reports: ●type and nature of the calls; ●date and time of the report; ●detailed description of the report; ●classification in terms of actions carried out to resolve requests and status of the request. The authorised Economic Operator accepts that such instruments constitute full evidence of the facts and circumstances resulting therefrom in the event of a dispute between the parties.
- 2 Communications addressed to the authorised Economic Operator in connection with the conduct of the procedure, such as, for example, any requests for clarifications, documents, certifications, may be made using the "Message Area" messaging system available in the Telematic Platform, unless otherwise provided for in the procedure documents. The authorised Economic Operator acknowledges that the use of the communication system is exclusively reserved to the communications inherent to the operations performed in the Telematic Platform, including those relating to the registration in the Hera Group Suppliers' List.
- 3 Any communication addressed to the authorised Economic Operator in the context of the Telematic Platform shall be deemed to be executed when it is received in the messaging system area accessible to the addressee.

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- 4 The authorised Economic Operator undertakes to continuously and promptly access, check and keep under control, and in any case as often as necessary in connection with his participation in telematic procedures, the area of the messaging system accessible to it and the mailbox indicated by it.

Article 10. Amendment to these Rules

- 1 Access to the Telematic Platform and/or participation in procedures and/or the application for registration in the Hera Group Suppliers' List entail the full and unconditional acceptance of the provisions of these Rules, in accordance with the provisions of Article 3 above, as well as any amendments or additions thereto.
- 2 HERA S.P.A. reserves the right, at its sole discretion, to amend these Rules at any time.
- 3 The amendments to these Rules shall become fully effective from the time of their publication on the HERA S.P.A. portal and shall not apply to procedures already underway, unless otherwise expressly provided by law or regulation.
- 4 It is therefore the sole responsibility of the authorised Economic Operator to constantly monitor the site and the conditions of access and use of the Telematic Platform contained therein, including these Rules.
- 5 This is without prejudice to the right of the authorised Economic Operator to withdraw from the Rules following the publication of the amendments made; such withdrawal entails the inability of such Economic Operator to participate in future procedures as well as its removal from the Hera Group Suppliers' List, without prejudice to the continuation, until their natural expiration, of the contracts already in force between such Economic Operator and HERA S.p.A./Company of the Hera Group. In any case, the continuation by the Economic Operator of the use of the Telematic Platform means that the changes made are considered accepted.
- 6 Acceptance of the changes by the authorised Economic Operator cannot be partial and must be understood to refer to them in full.

Article 11. Revocation of authorisation to use the Telematic Platform

HERA S.P.A. reserves the right to revoke, at any time, the authorisation to use the Telematic Platform from the authorised Economic Operators or from those parties who have been guilty of improper and/or fraudulent use of the Telematic Platform, without prejudice, however, to the right to claim compensation for any damages.

Article 13. Applicable law and jurisdiction

Disputes relating to the interpretation, execution or termination of these Rules shall be governed by Italian law and submitted to the exclusive jurisdiction of the Court of Bologna.