

Introduction

Welcome to the Cedacri Developer Portal, which is provided by Cedacri S.p.A. (“Cedacri”). Cedacri Developer Portal grants you a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, copy and use the API(s) to develop, test, connect with, and support your Application for your benefit.

The registration, access and use to/of the Cedacri Developer Portal website <https://developer.cedacri.it>, including the pertinent tools and applications, as made available by Cedacri from time to time in its discretion, is subject to the following Terms and Conditions.

By accessing and using the Cedacri Developer Portal, you acknowledge that you have read, understand, accept and agree to be bound by these Terms and Conditions. If you register on the Cedacri Developer Portal on behalf of a legal entity, you represent and acknowledge that you are authorized to legally bind that entity to these Terms and Conditions.

Access and Registration to the Cedacri Developer Portal

To access and use certain parts and functionalities of the Cedacri Developer Portal, including the APIs, you must first register on <https://developer.cedacri.it>.

The Cedacri Developer Portal is a discretionary offer by Cedacri, that reserves the right to approve registration demands and may reject your application in its discretion without the need to provide any reasons. You agree that you will disclose to Cedacri any actual or potential conflicts of interest with respect to your registration (e.g., if you are already working for, or are affiliated with, a Cedacri competitor).

Any information that you provide in connection with your registration must be correct and complete, and you are responsible for maintaining such information up-to-date and accurate throughout the term of your registration.

Upon successful registration, you may be provided with access credential, passwords and other account information (the “Credentials”). The Credentials are, and will remain, the property of Cedacri and you are granted a non-transferable license to use the Credentials for the sole purpose of participating in the Developer Portal. You must keep the Credentials confidential and may not sell, transfer, sublicense, or otherwise disclose your Credentials to any other person or for any other purpose. If you become aware or if you suspect that the confidentiality of your Credentials has been compromised, you are obliged to inform Cedacri without undue delay. You must not attempt to circumvent or modify any Credentials or other security mechanism used by Cedacri in connection with the Cedacri Developer Portal.

Use of the Cedacri Developer Portal

You are responsible for all the activities that occur under usage of your Credentials and of your Application, regardless whether undertaken by you or someone else. You are obliged to comply with all legal requirements and refrain from creating content that is unlawful or otherwise objectionable, or any content that may be construed as such, or any content that may harm Cedacri’s reputation.

You are prohibited from, and you will not engage, in any of the following activities:

- a) modify, copy, distribute, transmit, display, publish, lease, sell, license, create derivative works from or use any content on the Cedacri Developer Portal for any other purpose than using the Cedacri Developer Portal in accordance with these Terms and Conditions;

- b) reverse engineer, disassemble, reconstruct, or decompile any object code of the Developer Platform, any Cedacri test data, the Cedacri API or any other data provided by Cedacri in connection with the Developer Portal (the “Cedacri Content”);
- c) attempt unauthorized access to, or use of, Cedacri’s services or systems;
- d) damage, disrupt, or otherwise negatively affect the operation of Cedacri’s services or systems;
- e) engage in any activity that prevents any other developer from using the Cedacri Developer Portal and its content;
- f) use any robot, spider, site search or other application to retrieve or index Cedacri Developer Portal and its content;
- g) collect information about other developers;
- h) use/send production or other sensitive data when performing testing activity in the Cedacri Developer Portal;
- i) introduce any viruses or other malicious code.

Interaction with you governing your use of the Cedacri Developer Portal

The Cedacri Developer Portal pursues the goal of interacting with you to validate the reasons for certain access procedures within the portal and to achieve a steady improvement within the scope of the simulation for the programming or API development. We reserve the right to contact you on the basis of your stated data.

Indemnification

To the maximum extent permitted by applicable law, you, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall indemnify, protect, provide a defence for, save and hold harmless Cedacri and its Affiliates, officers, directors, employees, agents, third parties, attorneys, successors, and assigns from and against any government, or other third party claim of loss, liability, penalty, assessment, civil or criminal fine, or damage to or asserted, whether through communication or formal filing, against Cedacri or its Affiliates (including reasonable attorney's fees and expenses) related to, deriving from or associated with your Application, or any third party's use of the Application (whether in whole or in part) to access or use of API(s) or its content (even if such activity is fraudulent), or any third party's use of any API or its content (even if such activity is fraudulent), or your violation of these Terms and Conditions.

Cedacri reserves the right to defend itself or hold you responsible for defending Cedacri against such claim, subject to its right to participate in such defence or settlement at its cost. You will reasonably cooperate with Cedacri in any such defence at your cost. These indemnification provisions and the rights or obligations granted by or through it are in addition to any other rights or obligations in these Terms and Conditions and shall not be construed to provide an exclusive remedy.

Intellectual Property Rights

The Cedacri Developer Portal, including the Sandbox and the APIs made available on or through it, and all other procedures, functionalities, software, documentation, trademarks or distinctive signs, images, photographs, patent, utility and industrial models, drawings, graphics, text files, audio and video files and other content accessible in the APIs, and/or any content or service accessed through the same, are and remains the property of Cedacri and are protected by applicable intellectual property laws. Cedacri grants you, upon successful registration, a limited, non-exclusive, non-transferable, revocable and non-sublicensable right to use the Cedacri Developer Portal for the term of your registration to the extent necessary and for the sole purpose of participating in the Cedacri Developer Portal in accordance with, and within the scope of, these Terms and Conditions.

You warrant that you have the intellectual property rights in any content uploaded to, or programmed on, the Cedacri Developer Portal by you and that such content does not violate or infringe the intellectual property rights of any third party. You remain solely responsible for any such content, and Cedacri disclaims any and all liability for such content. You shall indemnify and hold harmless Cedacri from any costs or damages suffered by Cedacri as a result of a third party bringing or threatening any claim or action against Cedacri on the grounds that such content or any other material provided or used by you in connection with the Cedacri Developer Portal infringes the intellectual property rights or other rights of any third party.

You will own the intellectual property in any Application or other content that you create on the Cedacri Developer Portal. However, you grant to Cedacri a limited and non-exclusive and royalty free right to use the object code and other content that you upload, or that you program, on the Cedacri Developer Portal to the extent necessary and for the sole purpose for Cedacri to operate the Cedacri Developer Portal.

If Cedacri is interested in the content that you have created on the Cedacri Developer Portal, Cedacri may contact you in its discretion and suggest additional provisions for further evaluation of your content. Cedacri may request you to enter into further agreement(s) with Cedacri itself. However, you acknowledge that Cedacri may independently create applications, content, APIs and other products or services that may be similar to any applications or content you created on the Cedacri Developer Portal. Nothing in these Terms and Conditions will restrict or prevent Cedacri from creating and fully exploiting such applications, content, and other items, without obligation of Cedacri of any kind towards you.

Personal data

The Cedacri Developer Portal's Privacy Statement explains how we treat your personal data and protect your privacy when you register on and use the Cedacri Developer Portal (www.cedacri.it/cedacri/it/footer/privacy/).

Information and Confidentiality

The information provided on the Cedacri Developer Portal or in connection therewith shall not constitute any investment, legal or tax advice. Any opinions are subject to change without notice. Opinions expressed may differ from estimates represented in other documents published by Cedacri. Comments are provided for informational purposes only and are given without any obligation, contractual or otherwise. No guarantee is offered as to the accuracy, completeness or appropriateness of the information or estimates relating to the Cedacri Developer Portal or in connection therewith.

If and insofar you gain knowledge of or receive confidential information in connection with the Cedacri Developer Portal, you must treat such information with strict confidentiality and you may not disclose the same to third parties, both during your registration to the Cedacri Developer Portal and after your registration ceases.

"Confidential Information" here refers to all Cedacri information labelled confidential or which would be treated as confidential by any reasonable third party. You agree to protect such information from unauthorized access and to treat it with the same care with which you would treat your own confidential commercial information.

Changes

Cedacri may at any time change these Terms and Conditions or any additional terms that apply to specific APIs available through the Cedacri Developer Portal. Changes to these Terms will be published in this section of the Cedacri Developer Portal, while changes to additional API terms will be published in the relevant API section. Changes will become effective no earlier than fourteen (14) days after publication and will be notified

to you by e-mail. However, changes regarding new functionality of an API or changes for legal reasons may become effective immediately.

Modifications and changes to the Cedacri Developer Portal and its content may affect applications you have created on the Cedacri Developer Portal. Cedacri will not be liable for any loss or damage resulting therefrom.

If you do not agree to changes to these Terms and Conditions or to changes to the additional terms of a specific API, you must stop your use of the Cedacri Developer Portal or such API. You understand and agree that if you use the Cedacri Developer Portal or a specific API after the date on which these Terms and Conditions have changed or the additional terms have changed, your use will be deemed to constitute acceptance of the relevant changes. You can view the most recent version of these Terms and Conditions in this section on the Cedacri Developer Portal.

Trademarks

The trademarks, service marks and logos (“Marks”) of Cedacri on the Cedacri Developer Portal are the property of Cedacri. You are prohibited from using any of the Marks without the prior written consent of Cedacri.

Support

Cedacri make no promises or claims related to the availability or uptime of the Cedacri Developer Portal and its content. These Terms and Conditions does not entitle you to any support. You are solely responsible for providing all support and technical assistance of your Application. You acknowledge and agree that Cedacri has no obligation to provide any support or technical assistance to any users of your Application and you shall not represent to any such users that Cedacri is available to provide such support.

Termination of your registration

Cedacri may suspend or terminate your registration and/or access to the Cedacri Developer Portal and its content, included any Application you may have created, the sandbox and the APIs, in its sole discretion, at any time without prior notice, upon:

- a) information or belief that you, your Application or others have accessed an API or API Content/Services other than your API(s) or API Content/Services;
- b) breach or threatened breach of the licenses set forth in these Terms and Conditions and/or the restrictions therein;
- c) as recommended or required to comply with any applicable law or regulation;
- d) you have not accessed the sandbox or actively worked with the APIs in the sandbox for a period of six (6) months.

We may otherwise terminate your registration and/or access to the Cedacri Developer Portal and its content with or without cause upon fifteen (15) days prior written notice. Upon termination, any rights and the licence granted to you under these Terms and Conditions will automatically cease.

Cedacri is not liable for any compensation or any damages incurred or to be incurred in connection with any termination in accordance with these Terms and Conditions.

In the event of a termination by either party, you agree to cease using Cedacri Developer Portal and its content accessed pursuant to these Terms and Conditions, promptly, but under any circumstances in no more than two (2) business days, remove the API and API Content/Services from your Application, and delete any API Content/Services you possess or control.

No warranties and limitation of liability

Use of the Cedacri Developer Portal is at your own risk. You are responsible for evaluating the accuracy, completeness or usefulness of any information, APIs or other content available on the Cedacri Developer Portal.

All information on the Cedacri Developer Portal, including but not limited to software, source code, object code, applications, graphics, text, documentation, sandbox, APIs, and links to other sites, is provided "as is" and is subject to change without prior notice. Such information is provided, to the fullest extent permissible pursuant to applicable law, without warranty of any kind, express or implied, including but not limited to implied warranties of availability, adequacy, accurateness, completeness, merchantability, fitness for a particular purpose, non-infringement and freedom from computer viruses or similar disabling devices.

Cedacri does not warrant the error free and uninterrupted service of the Cedacri Developer Portal, including the sandbox and APIs. If you notice any problems or security incidents during your use of the Cedacri Developer Portal, you must notify Cedacri immediately by sending an email to psd2@cedacri.it.

Cedacri expressly disclaims any liability, whether in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential, punitive or special damages arising out of or in any way connected with your access to or use of the Cedacri Developer Portal, and/or any other websites whether or not Cedacri was aware of the possibility of such damages.

You will indemnify Cedacri against any direct, indirect and/or consequential loss, damage, cost and expense (including legal expenses) incurred by Cedacri and arising from or in connection with your use of the Cedacri Developer Portal, including any breach of these Terms and Conditions.

Feedback

By submitting feedback, comments, ideas and suggestions on the Cedacri Developer Portal, you grant a non-exclusive, perpetual, irrevocable, and royalty-free license to any intellectual property rights you may have in such feedback to Cedacri to improve the Cedacri Developer Portal, including the sandbox and APIs, or any other products or services. Any such feedback is voluntary and Cedacri may consider it or develop a technology that is the same or similar to your feedback.

General provisions

In case any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of any other provision will not be affected. The invalid provision must be replaced by a valid provision within the context of the remaining contractual interpretation which corresponds to the economic intent and purpose of these rules as a whole.

If you do not comply with these Terms and Cedacri does not take action immediately, this doesn't mean that Cedacri waives any rights.

If you do not accept these Terms and Conditions in full, you may not access or use the Cedacri Developer Portal and its content

Nothing in these Terms and Conditions is intended to or shall create a partnership, franchise, agency, fiduciary, employment, joint venture or co-owner relationship between Cedacri and you. Cedacri nor you shall have the authority to act in the name of or on behalf of otherwise bind the other party.

Cedacri may transfer its rights and/or obligations under these Terms and Conditions to a third party. Your rights and obligations under these Terms and Conditions cannot be transferred or assigned.

These Terms and Conditions govern the relationship between Cedacri and you, and do not create any third-party rights.

These Terms and Conditions, any additional terms applicable to a specific API and your use of the Cedacri Developer Portal and its contents are subject to Italian law. You hereby irrevocably submit to the exclusive jurisdiction of the court in Parma.