

# Terms and Conditions

Last Updated, February 17th, 2020

These Terms of Conditions ("Agreement") should be read carefully before using the services offered by Centrica S.r.l. (Centrica in the following) and those of its subsidiaries and affiliates (collectively "Centrica"), or accessing the websites of Centrica or those of its subsidiaries and affiliates. This Agreement sets forth the legally binding terms and conditions for your use of the website at [www.centrica.it](http://www.centrica.it) (the "Site") and the services owned and operated by Centrica (collectively with the Site, the "Service"). By using the Site or Service in any manner, including but not limited to visiting or browsing the Site, you agree to be bound by this Agreement, the Privacy Policy, and all other operating rules, policies and procedures that may be published by Centrica from time to time on the Site, each of which is incorporated by reference and each of which may be updated by Centrica from time to time without notice to you.

Your use of the Site is governed by the version of this Agreement in effect on the date of use. Centrica may modify this Agreement at any time and without prior notice. Your continued use of and access to the Centrica Site constitutes your acknowledgement of, and agreement to, the then current Terms and Conditions and to having reviewed the most current version of the Terms and Conditions. Please also note that the terms and conditions of this Agreement are in addition to any other agreements between you and Centrica, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Site. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with Centrica, or its subsidiaries or affiliates, for the Service or otherwise. If you do not agree to all the terms of this Agreement and/or Centrica's Privacy Policy, you are not eligible to participate in Centrica's Service or otherwise use this Site.

Centrica reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the Site and to suspend and/or deny access to the Site for any reason. The information and materials on the Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and Centrica does not undertake any obligation or responsibility to update or amend any such information. Centrica may discontinue or change any product or service described in or offered on the Centrica Site at any time. Centrica further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Site at any time and for any reason. You agree that Centrica and its subsidiaries and affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

## Proprietary Rights

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## **Copyright Policy**

If you believe that any material on the Site violates this Agreement or your intellectual property rights, please notify Centrica as soon as possible by sending an email to [ipr@centrica.it](mailto:ipr@centrica.it), with the following information in accordance with Section 512(c) of the Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, Centrica will also terminate a User's account if the user is determined to be a repeat infringer.

## Termination

Centrica may terminate your access to all or any part of the Site and Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. All provisions of this Agreement shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

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## **Indemnification**

You shall defend, indemnify, and hold harmless Centrica, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of the Agreement, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. Centrica reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Centrica in asserting any available defenses.

## **Limitation of Liability**

IN NO EVENT SHALL Centrica, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED EURO (€100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **Governing Law; Arbitration**

This Agreement (and any further rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of Italy, without giving effect to any principles of conflicts of law. Unless otherwise agreed in writing by User and Centrica, any dispute arising out of or relating to the Agreement, or the breach hereof, shall be finally resolved by arbitration administered by the Florence Chamber of Commerce (FCC) Arbitration Rules. If parties are unable to select an arbitrator the FCC shall select the arbitrator. Judgment on any award entered by the arbitrator may be entered in any court having jurisdiction thereof. User agrees that it may bring claims against Centrica only in an

individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

## **Registration Data; Account Security**

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the registration Data, and any other information that you provide to Centrica, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Centrica.

## **Integration and Severability**

This Agreement is the entire agreement between you and Centrica with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Centrica with respect to the Site. If any provision of the Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **Changes to this terms and conditions statement**

Centrica may occasionally update this terms and conditions statement. When we do, we will revise the "last updated" date at the top and bottom of the terms and conditions statement. If we make any material changes in the way we collect, use and/or share personal information that we collect about you through the sites, we will notify you by sending you an email at the last email address that you provided us and/or by prominently posting notice of the changes on the sites.

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