



TERMS AND CONDITIONS OF USE OF ITA AIRWAYS CONNECT SERVICES

These 'Terms and Conditions', together with the [information pursuant to the article 13 of Regulation \(EU\) No 2016/679 of the European Parliament and European Council regarding the protection of persons with regard to the transfer of personal data](#) (hereinafter "**European Regulation**" or "**GDPR**"), govern the terms and conditions of use of the Services of ITA Airways Connect (as defined in art.2 below), available on the site www.ita-airways-connect.com of Italia Trasporti Aereo S.p.A., with registered office in Via Venti Settembre No. 97, 00187 – Rome, in the Register of Companies of Rome, Tax Code and VAT No. 15907661001, R.E.A. of Rome No. 1622937 (hereinafter, "**ITA Airways**").

In particular, these Terms and Conditions contain the provisions applicable to the Services of ITA Airways Connect as defined below, provided, respectively, (i) in general to all users of the Site; (ii) only to Agencies (IATA and NON IATA); (iii) only to companies that have signed a contract with ITA for the issue of discounted fares; (iv) only to small and medium-sized enterprises, as well as, below, the general provisions applicable to all services provided to all types of users mentioned above (hereinafter generically defined " **Users**").

Some of the services and some types of users, marked with an asterisk, may be temporarily inaccessible on the registration date. Subsequent changes will be communicated in the manner set out in art. 7.2 below.

1 - REGISTRATION

ITA Airways Connect is a new work tool made available to ITA agencies and business customers, namely:

- 1) IATA Agencies and NON IATA Agencies (hereinafter, jointly, also referred to as the "**Agencies**");
- 2) Companies that have signed a contract with ITA Airways for the issue of discounted fares (hereinafter also referred to as the "**Companies***");
- 3) Companies, individual firms, professionals with VAT number, professional, sports or religious associations that do not have a contract with ITA Airways (hereinafter referred to as the "**SMEs**").

Participation in ITA Airways Connect is free and subject to acceptance of these 'Terms and Conditions' when registering on the platform of the site www.ita-airways-connect.com and the provision of the necessary consents within the privacy policy.



In particular, registration is permitted:

- 1) for IATA and non-IATA Agencies, to the Agency Owner (defined as "**Agency Owner**"), To their Assistant (defined as "**Assistant**"), To the Administrative Clerk (defined as "**Accounting**"), To the Head of the Agency (defined as "**Agency Manager**"), To the Front Desk Clerk (defined as "**Frontline Manager**");
- 2) for Companies, the Travel Manager and the Assistant (defined as "**Assistant**") ;
- 3) for SMEs to the Owner/Travel Manager and Assistant (defined as "**Assistant**").

ITA Airways reserves the right to cancel subscriptions to the platform and change the roles of subscribers at any time and at its sole discretion.

The Agency Owner and the Travel Manager have the right to cancel registrations and change the roles of Assistant, Accounting, Agency Manager, Frontline Manager for Agencies and Assistant for Companies and SMEs respectively.

Upon completion of the registration, ITA Airways will send the username and password that identify the User to the email indicated in the registration form.

The username and password sent by ITA Airways to the User, for access to the platform, are personal, cannot be transferred to third parties and must be kept strictly confidential by the individual User.

The User undertakes to: (a) provide truthful, accurate, updated and complete information, as requested in the application for creating the account, username and password, (b) maintain and update such data so that it is always truthful, accurate and complete at all times. ITA Airways reserves the right to suspend or close accounts, without notice, in the event that the information relating to the opening of the account is found to have been misrepresented, erroneous and/or false.

The User undertakes to immediately communicate any unauthorized use of his/her password or account, or any other breach of security. That involves, even if only temporarily, accidentally or illegally, the destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data transmitted, stored or otherwise processed, including any unauthorized treatment. The User will be solely responsible for safeguarding his/her password and also for any action performed with his/her account, whether authorized by the User or not. ITA Airways cannot be held responsible and declines any responsibility for any loss or damage resulting from failure to comply with the provisions contained in this section.



2 - THE SERVICES OF ITA AIRWAYS CONNECT

Subject to acceptance of the 'Terms and Conditions' and the privacy policy, ITA Airways makes available to Users registered on www.ita-airways-connect.com (the "**Site**") A plurality of services aimed at Agencies, Companies *, SMEs and, in general, Users who use the services for professional reasons (business customers) (the "**Services**").

The Services available on the Site are diversified by reason of belonging to the specific category of User as specified below:

For all Users:

Access to ITA Airways editorial content, ConnectPoint*, Academy*; to Infovoli; User profile management.

For Agencies:

- individual ticket booking and purchase, ticket booking for groups, contractual data archive, performance display (only for contracted IATA Agencies), access to policies and procedures.

For Companies*:

- contractual data archiving, access to dedicated partnerships, performance visualization.

For SMEs:

- booking and purchase of individual tickets; User profile management,

ITA Airways reserves the right to modify and expand the services available on the site for each category of User at any time without prior notice, giving appropriate notice on the site itself.



3. SERVICES AVAILABLE TO ALL USERS

3.1 – CONNECTPOINT*

3.1.1 - SUBJECT

Subject to acceptance of the Terms and Conditions and the privacy policy, ITA Airways offers registered Users the opportunity to use the ConnectPoint Services available on the Site itself, which allow Users – in particular and among other things – to publish, disseminate and communicate to within specific virtual spaces their own contributions, such as, by way of example, texts, images, photos, videos, graphics and contents of which the User is the author (the "**Content**"), In order to generate the progressive construction of a collective knowledge through an exchange of experiences/opinions. The ConnectPoint will be managed by Community Managers, that is, those subjects who will stimulate Users to interact with each other and between Users and ITA Airways; the various Users will therefore be able to give ideas and suggestions on topics relating to ITA Airways products and services. Through the ConnectPoint, it will not be possible to request, and therefore ITA Airways will not provide, all those operational and procedural assistance services provided by the ITA Airways Contact Center.

3.1.2 - LICENSE OF RIGHTS FOR THE PUBLICATION OF CONTENT BY USERS ON THE SITE

By accepting the Terms and Conditions, the User authorizes ITA Airways to publish the Contents that will be provided by the User from time to time, by uploading them to the Site, for ConnectPoint services.

The User also grants ITA Airways a non-exclusive, free, unlimited and transferable license to reproduce, publish, elaborate, execute, represent, transmit, transfer to other formats (format shifting), communicate to the public, make available to the public, process and/or edit, re-edit, translate, distribute, rent and/or lend, and in any case use the User Content in any form and manner, with reference, among other things – but not exclusively – to the relative copyright, of intellectual property, personality (name and image). The User acknowledges and agrees that limited to the exercise of the licensed rights, ITA Airways will have the right, at its sole discretion, to indicate the name of the User who owns the User Content. The User may only claim the authorship of his work within the limits of the provisions of the law on copyright and without this resulting in ITA Airways and its successors in title any obligation to quote and/or liability of any kind, expense or burden.

In any case, the User acknowledges that any viewing and/or selection of the User Content by ITA Airways may be done according to the timing that it deems most appropriate.

3.1.3 - GUARANTEES

The User declares and warrants to ITA Airways and its successors in title that the Contents posted by the same on the Site are original and to hold all rights relating to such Contents, including copyright and personal rights; the User accepts and undertakes not to enter obscene, violent, defamatory, blasphemous or otherwise suitable to upset minors or in any case to violate any right of any third party (in this regard, the User declares and guarantees that he/she has obtained any release or necessary permit and to be in possession of all the documentation certifying the granting of such authorizations to the User) or legal provisions (in this regard, the User declares and guarantees that he/she has obtained any necessary authorizations or permits from public authorities or self-regulatory bodies or similar and to be in possession of all the documentation certifying the granting of such authorizations to the User).

The User also undertakes not to publish photographs and videos of minors, without having previously acquired the necessary written authorization from the parental authority (which must be made available to ITA Airways upon simple request of the latter).

The User undertakes to hold ITA Airways and its successors harmless and harmless from and against any and all liability, loss, damage, cost, legal, professional expense and any other expense of any nature incurred or suffered by the same, including in force of legal actions, disturbances or other disputes or claims, as a result of the use of the User Content, the Services and the web space made available to it, without prejudice to compensation for damage.

ITA Airways does not provide any guarantee or assume any responsibility against the risks of deterioration and/or piracy concerning the User Content. Backing up or saving User Content is the responsibility of individual users.

3.1.4 - SUSPENSION AND DELETION OF USER CONTENT AND/OR USER REGISTRATION

In order to maintain the spontaneity of the ConnectPoint service, ITA Airways will not make any prior checks on the Content entered by the User in the ConnectPoint service and therefore cannot be held responsible in any way for such Content.

Users, therefore, will be solely responsible for the Content entered or transmitted through the Site. Users undertake to use the Community Services exclusively for lawful purposes and permitted by the provisions of the law applicable from time to time, by uses and customs, by the rules of diligence and in any case, without infringing any third party rights.

If ITA Airways becomes aware of the presence of User Content in violation, even if only allegedly, of these 'Terms and Conditions' and/or if the Content posted on the Site is deemed illegal or inappropriate, ITA Airways may intervene up to the suspension and/or elimination, in whole or in part, of such Contents, the Services and/or User registration, or to permanently prevent the User from using the site's services.

In the event that ITA Airways receives a report from a User or third parties that refers to a violation of rights (such as, but not limited to, copyright, trademark and/or personality rights) by one or more User Content, ITA Airways reserves the right to immediately suspend and/or delete such Content and/or services and/or the registration of the related Users. Alternatively, ITA Airways may, at its sole discretion, send the interested User an email notification of the notification, requesting that within 3 (three) days from the sending of the same, that the User spontaneously removes the reported Content, or provides adequate proof of the lawfulness of its use of the aforementioned Content and in any case of the rights relating to it. Once this deadline has expired, ITA Airways may proceed without delay with the suspension and/or elimination of the User Content, or the ConnectPoint Service and/or the User registration, as well as possibly permanently exclude the User from using the ConnectPoint Service.

3.1.5 - PRINCIPLES OF CONDUCT FOR THE USE OF CONNECTPOINT SERVICES

The goal of the ConnectPoint services is to create a free space for in-depth analysis and discussion useful for acquiring information relating to air transport and services related to air transport. In particular, the answers to the Community's questions are formulated by professionals who intervene on a personal and free basis.

By participating in the ConnectPoint, the User guarantees the quality, relevance and reliability of the interventions. The User also undertakes to comply with the general principles of good behavior commonly known as "Netiquette Rules". The main objective of ConnectPoint is the sharing of ideas and experiences, and therefore it is advisable to pay attention to the following points:

- To avoid "Cross posting", i.e. posting identical messages in more than one comment;
 - To not conduct "opinion wars" or personal disputes between Users;
 - To give preference to dialogue for the resolution of reports, without encouraging use; of threat or denunciation;
 - To not use the ConnectPoint as a space for outbursts and personal battles towards ITA Airways or any other company or legal entity;
 - To pay attention to his/her personal information;
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- To give preference to clear communication that is not too vague or likely to cause confusion: in general, it is better to explain too much than too little!;
- For Users who respond: do not overestimate your ability to interpret the applicant's problem and do not hesitate to ask for clarification to better understand the situation. Similarly, it is unnecessary to repeat an answer already provided by another member in the same thread if you do not have different methods or further clarifications to propose;
- For everyone, it is preferable to create a new topic rather than posting a question on an already dated topic;
- Provide comments titles that are always relevant to the topic being discussed;
- When replying to another User's message, quote only the part strictly necessary for the comprehensibility of the reply.

The User is also expressly prohibited, and may constitute cause for the removal of User Content posted on the Site and registration on the Site, without prejudice to ITA Airways's right to compensation for damage and any other legal remedy, from publishing content that:

- shows a hostile, mocking or denigrating attitude towards ITA or in any case deemed harmful to the corporate image;
 - contains screenshots of private conversations between Users and/or operators without having received their prior consent;
 - reproduces email messages, without the explicit consent of the sender and recipient;
 - is pornographic, obscene or otherwise sexually explicit;
 - contains scenes of obvious and/or gratuitous violence (physical or also moral);
 - contains scenes of another type, however obvious and/or gratuitous, of a disgusting or reprehensible nature, or in any case capable of offending the common sensibility;
 - is not suitable for children under 18;
 - may constitute a violation of copyrights or other intellectual property rights (for example, famous brands or well-known and/or well-known brands) or of personality rights (for example, images or photographs of famous people.);
 - may be considered blasphemous, defamatory or otherwise offensive to anyone, or other airlines, including, inter alia, expressions of fanaticism, racism, hatred, irreverence or threat;
 - includes false or misleading information, or in any case suitable to prejudice the behavior of other Users;
 - relates to initiatives related to gambling, competitions, games that require participation for consideration;
 - concerns advertising or sponsorship of any kind, or refer to offers for sale of any product or service, or still have to do with commercial initiatives;
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- violates or induces to violate any provision of law or regulation placed for the protection of even private individuals or an order legitimately issued by the Public Authority.

It is also expressly forbidden, and may constitute a cause for the removal of User Content and also for the User's registration on the Site, without prejudice to ITA Airways's right to compensation for damage and any other legal remedy, to carry out the following activities that:

- in any way make public personal information, mobile numbers, emails, address, surnames, etc.;
- use software tools or other activities that interfere, or risk interfering, with one of the operational functions of the Site, for example because they contain viruses or otherwise harmful components;
- send unsolicited emails or threats by email or in other ways to other Users;
- in any way violate the personal data and/or personality rights of third parties;
- promote or provide information that may in any way facilitate or in any case make illegal activities possible, or which may lead to the latter or which may in any case cause harm to third parties.

3.1.6 – TYPES OF USERS

Users will be appointed within the ConnectPoint services with **first name and surname**

As part of the ConnectPoint services, there are Community Managers who have the main role of animating and bringing to life the community, managing discussion areas such as moving or temporarily deactivating messages.

3.1.7 - LIMITATIONS OF LIABILITY ON USE OF THE CONNECTPOINT

- a. The User acknowledges and in any case agrees that the use of the ConnectPoint is made entirely at his/her own risk and under his/her sole responsibility;
 - b. The User also acknowledges and accepts that the ConnectPoint Services are provided "as they are" and "as available" and that they may be temporarily inaccessible or otherwise contain defects or be delayed;
 - c. ITA Airways will not be liable for any loss or damage arising from or in any way related to the use of the ConnectPoint Services by Users, including – without limitation – damages for loss of business, loss of profits, interruption of business, loss of commercial information and/or any other type of financial loss, except in cases of willful misconduct or gross negligence of ITA Airways.
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3.1.8 - REPORTING ABUSE

- a. The use of the ConnectPoint Services is based on freedom of expression, mutual respect, compliance with the provisions of the law and these 'Terms and Conditions';
- b. Users who have identified any Content that they consider illegal, inappropriate, offensive or vulgar are invited to promptly report it to the Community Managers;
- c. The reports must be based on verifiable elements and coming from an identifiable person. In the absence of these requirements, ITA Airways will not be able to proceed with the possible removal of the reported Content from the ConnectPoint. In any case, if the Content object of the report integrates a hypothesis of crime, ITA Airways will inform the competent public security authority without delay, also communicating the identity of the User who entered the Content object of the report;
- d. The User is invited to use his/her reports responsibly. Reports that should prove to be unfounded and/or illegitimate, will be a source of responsibility at the User's expense.
- e.

3.2 – ACADEMY*

Through this function, the User can have access to multimedia content to learn about, or learn more about, ITA Airways products and services and take advantage of learning tools.

3.3 - ACCESS TO INFO FLIGHTS

Through this function, the User can request, in real time, the status of the ITA Airways flights and the timetable.

3.4 - USER PROFILE MANAGEMENT

Through this function, the User can view his/her personal data, modify them, request a change of role, where appropriate, and subscribe to the commercial newsletter.

4. SERVICES RESERVED TO AGENCIES

4.1 - RESERVATION AND PURCHASE TICKETS

ITA Airways grants the Agency, which accepts, mandate with representation free of charge, pursuant to and for the purposes of art.1704 Italian Civil Code for booking, issuing and selling ITA Airways ticket offices in relation to ITA Airways flights at the fares available on the Site www.ita-airways-connect.com.



The Agency will be able to book and sell all flights and all fares made available by ITA Airways on the Site under the conditions provided for each rate and view the general conditions of the transport contract.

The Site, upon finalizing the electronic transaction, will provide the following documents:

- a. Passenger Receipt containing the following data:
 - booking date and Passenger Name Record (PNR) and ticket number;
 - passenger's name and surname;
 - details of the flights booked;
 - summary of the amounts paid in relation to the fare applied and additional costs, such as government taxes, surcharges, any discount percentages applied.
- b. travel itinerary.

ITA Airways acknowledges that any transaction will therefore be treated on the basis of the regulations applicable to the fare purchased.

4.1.1 - OBLIGATIONS OF THE AGENCY

The Agency undertakes to verify the passenger's entitlement to take advantage of fares or discounts reserved for particular categories of passengers due to the existence of specific objective requirements.

The Agency also undertakes to provide the passenger with a copy of:

- a. the Passenger Receipt, which represents, to all effects, the receipt of payment;
- b. the reservation code (PNR) and ticket number that must be provided by the passenger to the ITA Airways staff at the time of check-in;
- c. to provide information on the fare rules applied to the ticket sold;
- d. to provide information on the general conditions of transport.

Passengers in possession of electronic tickets issued through the Site will be embarked only if the regular booking system is confirmed in their name.

The Agency undertakes to inform the passenger of the fare rules applicable to the fare sold, the procedures to be followed for boarding and the European Union regulations on safety and the regulations relating to travel documents that can be consulted on the ITA Airways site. The Agency is also required to transmit to the passenger, in a documentable manner, all the relevant data for the execution of the contract (e.g. flight schedule changes) communicated by ITA Airways after booking, by email or by letter, immediately after their receipt.



The Agency will be held directly responsible for any inconvenience and damage suffered by the passenger for non-compliance or failure to apply these rules and provisions.

In relation to these responsibilities, the Agency also undertakes to indemnify and hold ITA Airways non-labile from any and all actions, claims and/or requests for compensation which, in relation to the execution of the activities carried out by the same, should be advanced for any reason by any third party.

4.1.2 – REFUNDS, BOOKING CHANGES AND TICKET ITINERARY

Taking into account that the fares published by ITA Airways usually provide for restrictions relating to both reimbursement, cancellation, and change of booking and/or itinerary, the Agency is expressly obliged, upon issuing the ticket, to inform promptly and in detail the client of the Agency regarding the specific rules governing these particular fares, including the rules relating to the reimbursement of surcharges and taxes and the application of penalties, as these constitute specific negotiation agreements.

The Agency undertakes to comply with the reimbursement procedures published on the ITA Airways site.

4.1.3 – USE OF THE BOOKING SYSTEM ON WWW.ITA-AIRWAYS-CONNECT.COM

The Agency undertakes to use the booking on the Site with the utmost diligence. For this reason, ITA Airways has the full right to carry out checks at any time through the Site and/or any type of reports that can be extracted from this or other applications in order to ascertain the correct use of the system by the Agency as well as the diligence of the latter in carrying out its activities with reference to the services offered by ITA Airways. ITA Airways will take all the actions it deems appropriate for the protection of its interests, if the extremes are recognized.

4.1.4 – PROTECTION OF PERSONAL DATA

The parties acknowledge that the Agency and ITA Airways will become aware of the personal data of the other party as well as of third parties, defined as any information concerning an identified or identifiable natural person ("**Personal Data**"), carrying out, consequently, processing operations, i.e. any operation or set of operations carried out with or without the aid of automated processes and applied to personal data or sets of personal data, such as collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, comparison or interconnection, limitation , cancellation or destruction ("**Processing**").



ITA Airways and the Agency, as independent holders of Personal Data, declare to comply with the obligations established in Regulation (EU) 2016/679 concerning the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data ("**GDPR**").

Each party declares to have duly informed their /or employees of the fact that their Personal Data may be disclosed to third parties in order to implement these "Terms and Conditions", including recipients in third countries, and also declares to have obtained, if necessary, the consent of the interested parties to such processing and/or transfer.

ITA Airways and the Agency undertake to conduct the personal data processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the interested parties, and only and exclusively for the purposes of implementing these Terms and Conditions as well as the agency relationship. (Legal basis: Contractual), as well as any legal obligations (Legal basis: Legal).

ITA Airways and the Agency acknowledge that they may mutually communicate the Personal Data of their customers pursuant to art.6 paragraph 1 letter b) of the GDPR if the processing is necessary for the execution of a contract of which the interested party is a party or for the execution of pre-contractual measures adopted at the request of the same.

To receive more information on the processing of Personal Data by ITA Airways, please consult the privacy policy on the Site www.ita-airways-connect.com and, for the processing of personal data relating to the use of air transport services, consult the ITA privacy policy on the site ita-airways.com.

Each party undertakes to indemnify and hold harmless the other party from any damage, demand, claim or detrimental consequence deriving from the failure of the same party to comply with the obligations imposed on it by (EU) Regulation 2016/679 and by Legislative Decree 196/2003 as amended by Legislative Decree No. 101/2018 and any subsequent additions or amendments.

4.2 - GROUP BOOKINGS

Through this function, the authorized NON-IATA and IATA Agencies can make reservations, quotes, requests for quotes and the issuance of related tickets for groups, meaning for these ten or more passengers traveling on the same itinerary ("**Groups**") Through the use of a dedicated section of the Site.

With reference to this specific function, ITA Airways reserves the right, at its sole discretion, not to authorize access to agencies that have defaulted or have implemented malpractice in relation to the sale of ITA Airways ticket offices.

4.3. - CONTRACTUAL DATA ARCHIVE AND PERFORMANCE DISPLAY

Through this function, the User can access the contents of the contracts signed with ITA Airways, viewing and monitoring their performance.

5. SERVICES RESERVED TO COMPANIES*

5.1 - CONTRACTUAL DATA ARCHIVE AND PERFORMANCE DISPLAY*

Through this function, the User can access the contents of the contracts signed with ITA Airways, viewing and monitoring their performance.

5.2 - ACCESS TO DEDICATED PARTNERSHIPS*

Through this function, the User can access the list of partnerships signed by ITA Airways and view how to take advantage of the benefits provided by the agreements.

5.3 - PROTECTION OF PERSONAL DATA*

The parties acknowledge that the Company and ITA Airways by virtue of the services referred to in art.2 dedicated to Companies of these terms and conditions will not process personal data relating to the contracts.

ITA Airways will have vision as data controller of the personal data of registered users, or the personal data that the Travel Manager and the Assistant will have entered during the registration phase, as well as the Contents that the User himself/herself has entered on the Site under his/her own responsibility and for which the User declares to have received adequate authorization where the contents concern third parties.

ITA Airways and the registered users of the Company undertake to conduct the processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the interested parties, and only and exclusively for the purposes of entrusting and executing these Terms and Conditions (Legal basis: Contractual), as well as any legal obligations (Legal basis: Legal).

To receive more information on the processing of personal data by ITA Airways, please consult the privacy policy on the Site www.ita-airways-connect.com and, for the processing of personal data relating to the use of air transport services, consult the ITA privacy policy on the site www.ita-airways.com and the information on the processing of personal data relating to the Volare program.

6 - SERVICES RESERVED TO SMEs

6.1 - RESERVATION AND PURCHASE TICKETS

SMEs will be able to purchase ITA airline tickets on the Site, for use for the professional activities of the Owners, Collaborators and Employees of the SME in accordance with these Terms and Conditions and in accordance with the General Conditions of Carriage

6.2 - PROTECTION OF PERSONAL DATA

The parties acknowledge that ITA Airways operates as the owner of the processing of the Users' personal data, or the personal data that the Travel Manager and the Assistant will have entered during the Registration phase as well as the Contents that the User himself has entered on the Site. under his own responsibility and for which the User declares to have received adequate authorization where the contents concern third parties. ITA Airways will also have vision of the personal information necessary in order to provide the services indicated in art. 2 dedicated to SMEs or individual booking and ticket purchase data; User profile management. ITA Airways and the registered users of the SMEs undertake to conduct the processing activities on the basis of the principles of correctness, lawfulness, transparency and confidentiality of the interested parties, and only and exclusively for the purposes of entrusting and executing these Terms and Conditions (Legal basis: Contractual), as well as any legal obligations (Legal basis: Legal). To receive more information on the processing of personal data by ITA Airways, please consult the privacy policy on the Site www.ita-airways-connect.com and, for the processing of personal data relating to the use of air transport services, consult the ITA privacy policy on the site www.ita-airways.com and the information on the processing of personal data relating to the Volare program. Each party undertakes to indemnify and hold harmless the other party from any damage, demand, claim or detrimental consequence deriving from the failure of the same party to comply with the obligations imposed on it by (EU) Regulation 2016/679 and by Legislative Decree 196/2003 as amended by Legislative Decree No. 101/2018 and any subsequent additions or amendments.

7 - GENERAL PROVISIONS

7.1 - LIMITATIONS OF LIABILITY

a. The User acknowledges and in any case agrees that the use by the same of the Services on www.ita-airways-connect.com are carried out entirely at his/her own risk and under his/her sole responsibility.

b. The User also acknowledges and in any case agrees that the Services on www.ita-airways-connect.com are provided "as is" and "as available" and which may be temporarily inaccessible or otherwise contain errors or be delayed.



c. ITA Airways will not be liable for any loss or damage arising from or in any way related to the use of the Services by Users, including – without limitation – damages for loss of business, loss of profits, interruption of business, loss of commercial information and/or any other type of financial loss, except in cases of wilful misconduct or gross negligence of ITA Airways.

7.2 - CHANGES TO THE TERMS OF USE AND/OR THE ITA AIRWAYS SERVICES

a. ITA Airways reserves the right to modify, supplement the 'Terms and Conditions', or parts of them, at any time, by giving prior notice to the User, with a 10-day notice by means of a general notice posted on the Site or by email sent to all registered persons.

Contractual amendments or additions will be deemed to be fully accepted by the User in the event of failure to exercise the right of withdrawal by the date of entry into force of the amendments or contractual additions. The User who does not agree with the new 'Terms and Conditions' is invited not to use the ITA Airways Connect services to proceed with the deactivation of their User registration. The use of the ITA Airways Connect Services after the entry into force of such changes implies the complete acceptance of the same changes by the User.

b. ITA Airways also reserves the right to communicate via email to Users any changes of a technical nature or updates or news regarding the Community Services available on the Site.

7.3 INTELLECTUAL PROPERTY RIGHTS OF ITA AIRWAYS

All information, data and materials published by ITA Airways on the ITAAirways-connect.com site, including names, logos, video, photographic and sound document content as well as the color scheme and layout of the platform as well as the contents of the ITAAirways.com (including flight times, prices, etc.), are subject to copyright, trademark rights, database rights and/or other intellectual property rights. It is permitted to use the afore mentioned contents only to the extent strictly necessary to achieve the authorized purposes of participation in the Community. Any other use of the afore mentioned contents and/or their reproduction, including on the User's social profiles, without the prior written consent of ITA Airways, is prohibited and constitutes a violation of the Terms and Conditions of participation in the Community, as well as constituting a possible violation of ITA Airways's intellectual property rights.

7.4 DISPUTES, LEGAL COURT AND APPLICABLE LAW

The Terms and Conditions are governed by Italian law.

For any dispute that may arise in relation to these Terms and Conditions, the Court of Rome will have exclusive jurisdiction.

7.5 – CONFIDENTIALITY

During the course of the relationship, each party may have access to the other party's confidential information (in verbal, paper or electronic form) relating to the activities, products, services and technical knowledge of the other party or its customers as confidential ("**Confidential Information**").

The Confidential Information of one party may be used by the other party only in relation to the use of the Services. Each party undertakes to protect the confidentiality of the Confidential Information of the other party with the same care with which it protects the confidentiality of its Confidential Information and in any case with the professional diligence it is entitled to in protecting such Confidential Information. Each party undertakes, also pursuant to and for the purposes of art.1381 of the Italian Civil Code, to ensure that its employees and collaborators comply with the confidentiality obligations referred to in this article.

Confidential Information may not be copied or reproduced without the prior written consent of the party who disclosed it. The Confidential Information made available, including any copies thereof, must be returned or destroyed, depending on the instructions given by the party that disclosed it, upon the occurrence of the first of the following events:

- i) the cancellation of the account;
- ii) the request of the party who disclosed it, unless the party who received it is authorized to withhold such Confidential Information for another reason.

7.6 - CODE OF ETHICS, ORGANIZATION, MANAGEMENT AND CONTROL MODEL

ITA Airways has decided to adopt a Code of Ethics and an Organization, Management and Control Model pursuant to Legislative Decree 231/01 ("**Form**"), Available on the ITA Airways website, defined in compliance with the control standards required by Legislative Decree 231/01 ("**Decree**") and related best practices.

Users who have signed a contract with ITA Airways declare that they:

- a) have fully understood the contents of the Model and the Code, undertaking to act in compliance with the principles and rules of conduct indicated in the Model and Code;
 - b) not to adopt acts or behave such as to cause a violation of the Model;
 - c) not to carry out any act or omission, not to give rise to any fact and not to engage in any behavior which could expose ITA Airways to the risk of the application of the sanctions provided for by the Decree or from which a liability of ITA Airways could in any case derive on the basis of the latter;
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- d) not be subject to any of the sanctions provided for by art. 9 of the Decree;
- e) have no potential or proven conflict of interest with ITA Airways (including its employees, officers or directors).

In compliance with anti-corruption laws and regulations and in accordance with the principles contained

in the Code and Model, the users mentioned above must in no case:

- a) intentionally offer, promise or grant any advantage, property or benefit of any nature, undue and/or illegal, either directly or through a third party, to a public official (or to anyone exercising a public function or any activity in the public interest), for that officer or for a third party so that the officer acts or refrains from acting in connection with the performance of his office functions, or is unduly influenced, in order to obtain an undue advantage of any nature in conducting the business;

The previously mentioned users also undertake to immediately and directly inform the ITA Airways Supervisory Body (organismodivigilanza@ita-airways.com) in the event that it or any other person operating on its behalf receives, directly or indirectly, a request from an ITA Airways employee/representative such as to constitute behavior that could lead to a violation of the Model and/or the Code of Ethics.

Non-compliance, even partially, with the above obligations and commitments will constitute a serious contractual breach and will legitimize ITA Airways to terminate this contractual relationship, with immediate effect, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, without prejudice to compensation for damages.
