

Declaration of the rights and responsibilities of KSA users (knowledge sharing area)

The present Declaration of the rights and responsibilities regulates relations with users and whoever interacts with the CAREL KSA. The use of or the access to the KSA involves the acceptance of the entire contents of the present Declaration that can be updated from time to time. The Declaration was drawn up in Italian. In the event of a conflict between the translated versions of the document and the original in Italian, the latter shall prevail.

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A. Definitions

1. The term "information" means facts and other information relevant to the user, including the actions performed by users and non-users that interact with the KSA.
2. The term "contents" means all that which the users publish on the KSA and that is not part of the definition of "information".
3. The term "data" or "user data" means all type of data, including the contents and the information that the user or third parties can obtain from the KSA.
4. The term "publish" means the act of publishing something on the KSA or rendering an element available through the KSA.
5. The term "use" means the following operations: use, copy, publicly perform or display, distribute, amend, translate and create derivative works.
6. The terms "active registered user" means a user that has accessed the KSA at least once within the last 60 days.
7. The term "Administrator" means the Administrator of the portal.
8. The term "Coordinator" means the Administrator of the community.
9. The term "Supervisor" means the Manager of the contents and pages.

B. Security

The users of the KSA are required to fully comply with the following rules:

1. It is prohibited to publish unauthorised trade communications (i.e. spam) on the KSA.
2. It is prohibited to collect user contents or information, as well as access the KSA in any other way using automated instruments (i.e. collection bots, robots, spiders or scrapers) without previous authorisation from CAREL.
3. It is prohibited to upload viruses or other damaging codes.
4. It is prohibited to attempt to obtain access information or access accounts of other users.
5. It is prohibited to insult, intimidate or molest other users.
6. It is prohibited to publish contents that are: threatening, disparaging, inciting hatred or violence, involving child pornography, pornography and/or images portraying nudity or violence.
7. It is prohibited to develop or utilise third party applications with contents related to the consumption and abuse of alcohol, dating services or in any case aimed at an adult audience (including advertising), without using the necessary age restrictions.
8. It is prohibited to use the KSA for illegal, misleading, malicious or discriminatory purposes.
9. It is prohibited to take actions that can prevent, overload or compromise the correct functioning or appearance of the KSA, for example with a denial of service attack or other disruptive actions that interfere with the rendering of the pages or other functions of the KSA.
10. It is prohibited to facilitate or encourage any violations of the present Declaration or corporate law.

C. Registration and security of the account

At the time of registration, KSA users must provide their name and truthful personal information. In order to guarantee the security of his/her account, the user undertakes to:

1. Not provide false personal information on the KSA or create an account for another person.
2. Not create more than one personal account, without prejudice for particular situations that must be agreed to with the administrators.
3. Request, where possible, the reactivation of the original personal account that was previously deactivated.
4. Not share his/her password, or to consent others to access his/her account or perform any other action that could place the security of his/her account at risk; accounts that have to be managed by more than one person, for internal organisation reasons of CAREL are excluded.
5. Not to transfer his/her account to third parties.

D. Protection of third party rights

KSA users must respect third party rights. Moreover:

1. It is expressly prohibited to publish or perform any actions on the KSA that in any way constitutes the violation of third party rights or the laws in force.
2. The administration reserves the right to remove all of the contents or information published on the KSA by users in the event that the same violate the present Declaration or provisions of corporate law.
3. It is expressly prohibited to publish identity documents or sensitive financial data on the KSA, save for the sections internally managed by CAREL.

E. Intervention measures

Should the administrator or the coordinator, each within the extent of their competence, recognise that the conduct of any user violates, in form and/or substance, the present Declaration, or creates legal risks for the company, the same reserves the right to perform checks, direct and indirect, using the appropriate means to ascertain the facts, in compliance with the data protection laws and the rights of the persons subject to assessment, and to remove the user profile from the KSA. In the event of confirmation of the existence of such violations, disciplinary proceedings can be initiated pursuant to the contract, in the event that the user is an employee of CAREL, or in the event of an outside user, legal proceedings shall be started.

Declaration of responsibility of the KSA coordinators

Other than the position of Administrator of the portal, that has the right to remove users and/or contents from the KSA, the position of Coordinator has been identified (community administrator), that exercises its function only within the community designated to the same. The KSA coordinators (community administrators), other than the policy reserved to all of the users, are responsible to:

1. Carefully consider whether to enable individual users for the specific KSA communities for which they are administrators, taking into consideration if the same are in possession of the necessary requisites to be part of it and, consequently, disable users from a specific community where valid reasons exist, i.e. if the belonging of the user to that specific community is no longer related to the nature of the community itself;
2. In the event of requests for activation for a KSA community by users of competitor companies, proceed with activation only after having verified with the sales managers of reference if the applicant is also a CAREL client and if, therefore, the same is in possession of the necessary requisites;
3. It is prohibited for "supervisors" (content managers) to be users that are not employees of CAREL;
4. Carefully consider whether to make a user a "supervisor", or if it is sufficient to give the same a lesser role. In any case, each community must not have more than 7-8 "supervisors".

Approved by:
Gandomenico Lombello
Group Chief Sales & Marketing Officer.