

**TERMS AND CONDITIONS**  
**FOR THE USE OF THE PLATFORM**

**FOREWORD**

These Terms and Conditions (hereinafter, also "T&Cs") explain the functioning of the ENER2CROWD platform, hosted at the web address <https://www.ener2crowd.com/> (the "Portal"), and are addressed to the person (the "User") who wants to access the digital services provided by ENER2CROWD S.r.l. S.B. ("ENER2CROWD") in order to invest in the crowdfunding offers published on the Portal.

These T&Cs are published on the Portal. Browsing the Portal implies acceptance.

**REGISTRATION**

In order to be able to access the digital services provided by ENER2CROWD, it is mandatory to register on the Portal, by entering one's first and last name, e-mail and by typing a password ("Password"), chosen at one's discretion, that complies with certain binding requirements (in particular, the presence of at least one upper case character, one lower case character and one special character, as well as a minimum number of alphanumeric characters entered).

ENER2CROWD will send the User an e-mail containing a link to verify the registration.

Once registration has been completed, the User may then use the e-mail address

indicated during registration as username ("User Code") and Password (hereinafter, collectively, the "Codes") to access his/her Reserved Area ("Reserved Area").

**ACCESS CREDENTIALS**

ENER2CROWD's staff will only be aware of the User Code, while the Password will remain unknown.

The User is obliged to keep his/her password secret and for security reasons must not keep it or write it down together with the User Code on the same document, or on documents that are kept together.

The User may change his/her password whenever he/she deems it appropriate and compulsorily upon expiry of its validity.

The User is obliged to guard the Codes with the utmost diligence, to keep them secret, and not to disclose them to third parties for any reason whatsoever, and shall be liable for their undue use, howsoever occurring, even if as a consequence of loss or misappropriation.

In the event of the loss or misappropriation of the Codes, the User shall request without delay the blocking of access to the Portal's services by sending a communication to the following e-mail address: [info@ener2crowd.com](mailto:info@ener2crowd.com). ENER2CROWD shall ensure that access is blocked within 48 hours. The user must in any case immediately generate a new Password.

The use of the above mentioned Codes constitutes proof for ENER2CROWD that it is the registered User who is accessing the services.

ENER2CROWD accepts no liability whatsoever in case of misuse of the Codes by third parties.

### **USER IDENTIFICATION**

The User, when accessing its Reserved Area for the first time, shall enter the personal data necessary for ENER2CROWD to complete the identification process and answer a short questionnaire for anti-money laundering and terrorist financing ("AML/CFT") purposes.

Specifically, the User shall:

- 1) Enter your mobile phone number and proceed to validate it by entering on the Portal a (unique) OTP code that he/she will receive by SMS on the mobile phone number indicated.
- 2) Enter your personal and residence data.
- 3) Upload on the Portal a copy, in .PDF or JPEG format or other admitted format of a valid identification document.

To conclude, for the identification of the User, ENER2CROWD has implemented an automated recognition process whereby the User's image is portrayed in real time (so-called *live mode*).

The live image is automatically analysed for correspondence with the one on the identity document and in particular the analysis process will check that:

- 1) The *live* image is not obviously forged (e.g. a photograph of another image).
- 2) The *live* image is clear and the face of the User is clearly identifiable (e.g. no sunglasses, masks).
- 3) The personal details entered by the User correspond to those indicated in the identity document.
- 4) The identity document has not expired.

In the Restricted Area, the User will be able to update and/or correct the information provided and view the history of the documents signed.

The User will then have to carry out a short questionnaire that will determine the AML/CFT risk class.

ENER2CROWD will notify the User of any critical issues, indicating, where possible, the necessary steps to allow the User to move to the next step and thus finalise an investment.

### **RESERVATION OF CHANGES AND/OR ADDITIONS**

In order to improve the quality of the service, ENER2CROWD reserves the right to make changes and/or additions to the technical terms and conditions of use of the Portal, as

well as to modify its content and replace, partially or entirely, its suppliers.

ENER2CROWD may modify the User's identification systems as well as security systems. Where strictly necessary, and in compliance with legal obligations, any such changes and/or additions shall be communicated by ENER2CROWD to the User in good time without affecting access to the Reserved Area.

For legal persons, the identification phase must be carried out by the person representing the company, to whom the questionnaire for AML/CFT purposes will also be administered.

### **PERSONAL DATA**

ENER2CROWD uses appropriate security measures to ensure the confidentiality of the User's personal data.

Each time the User communicates his or her personal data to ENER2CROWD, he or she shall be required to read the relevant privacy policy, accessible via a link.

### **INACTIVE ACCOUNT**

ENER2CROWD considers an account to be inactive when the linked Payment Account is not used and has no credit.

ENER2CROWD therefore reserves the right to suspend your inactive Payment Account, subject to prior notice, in accordance with

Article 14.2 of the LemonWay Terms and Conditions. In particular, the Account is considered inactive if it has not been subject to any Payment Transactions for a period of twelve (12) months, it is devoid of credit and there are no pending payments.

ENER2CROWD shall notify the Account Holder by e-mail of the suspension of the Inactive Account, giving him/her a period of 30 days to replenish the credit on the Payment Account, which is a minimum condition for avoiding suspension of the Payment Account.

After this period has expired without any active action on the part of the User, the Payment Account will be suspended and no transactions may be carried out.

A suspended account may be reactivated by the User, subject to a specific request to the e-mail address [:info@ener2crowd.com](mailto:info@ener2crowd.com).

If, the User who has requested reactivation, does not carry out any transactions on the Payment Account, i.e. at least recharge the credit on the Payment Account, for a maximum period of two months, the account will be permanently suspended.

### **USER BEHAVIOUR**

While browsing the Portal, the User is obliged to behave correctly and diligently.

The User is expressly prohibited from:

- 1) To use the identity of another party.
- 2) To send "spam" communications to the contact channels of ENER2CROWD.
- 3) To engage in conduct contrary to the Law.

If the User does not carry out any transactions on the Portal for a period of 6 (six) months, Ener2Crowd is entitled to send a report on the status of the profile as well as the capacity of the linked Payment Account.