

TERMS AND CONDITIONS FOR THE USE OF THE PLATFORM

PREMISE

These Terms and Conditions (hereinafter, also "T&C") illustrate the operation of the ENER2CROWD platform, hosted at the web address <https://www.ener2crowd.com/> (the "Portal"), and are aimed at the subject (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. By browsing the Portal, you accept it.

REGISTRATION

In order to access the digital services provided by ENER2CROWD, it is mandatory to register on the Portal, by entering your name and surname, e-mail and typing a password ("Password"), chosen at your discretion, which complies with certain binding requirements (in particular the presence of at least one uppercase character, one lowercase character and one special character, as well as a minimum number of alphanumeric characters entered).

ENER2CROWD will send you an e-mail containing a link to verify it.

Once the registration has been completed, the User may then use the e-mail address indicated during registration as the username ("User Code") and the Password (hereinafter, collectively, the "Codes") to access his/her Reserved Area ("Reserved Area").

LOGIN CREDENTIALS

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

You are required to keep your Password secret and for security reasons you must not keep it or write it down together with the User Code on the same document, or on documents that are stored together.

The User may change the password whenever he/she deems appropriate and compulsorily at the end of its validity.

The User is required to keep the Codes with the utmost diligence, to keep them secret, and not to communicate them to third parties for any reason whatsoever and is responsible for their improper use, however occurred, even if as a result of loss or theft.

In the event of loss or theft of the Codes, the User must request the blocking of access to the Portal services without delay, by sending notice to the e-mail address: info@ener2crowd.com. ENER2CROWD, within 48 hours, guarantees the blocking of access. However, you must immediately generate a new Password.

The use of these Codes constitutes proof that it is the registered User who accesses the services for ENER2CROWD reason.

ENER2CROWD assumes no responsibility in the event of unlawful use of the Codes by third parties.

USER IDENTIFICATION

The User, at the first access to his/her Reserved Area, must enter the personal data necessary to 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 with the validation of the same by entering an OTP code (unique) on the

Portal that you will receive via SMS on the mobile number indicated.

- 2) Enter your personal and residence details.
- 3) Upload a copy of a valid identity document to the Portal, in .PDF or JPEG format or any other acceptable format.

Finally, 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 analyzed to verify its correspondence with the one on the identity document and in particular the analysis process will verify that:

- 1) The *live* image is not blatantly counterfeit (e.g. a photograph of another image).
- 2) The *live* image is clear and the User's face is clearly identifiable (e.g. absence of sunglasses, masks).
- 3) The personal data entered by the User correspond to those indicated in the identity document.
- 4) The identity document has not expired.

In the Reserved 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 complete a short questionnaire that will determine the risk class in the AML/CFT area.

ENER2CROWD will notify the User of any critical issues, indicating, where possible, the necessary initiatives to allow the User to move on to the next phase and then finalize 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 methods and

technical conditions of use of the Portal, as well as to modify its content and to replace, partially or entirely, its suppliers.

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

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

PERSONAL DATA

ENER2CROWD uses appropriate security measures to ensure the confidentiality of your personal data.

Each time the User communicates his/her personal data to ENER2CROWD, in order to proceed with their saving, he/she will be required to read the appropriate information, accessible via link.

INACTIVE ACCOUNT

ENER2CROWD an account is deemed to be inactive when the linked Payment Account is unused and has no credit.

ENER2CROWD therefore reserves the right to suspend, upon notice, the user's inactive Payment Account, as provided for by art. 14.2 of the LemonWay Terms and Conditions. In particular, the Account is considered inactive if it has not been subject to Payment Transactions for a period of twelve (12) months, is creditless and there are no payments in progress.

ENER2CROWD notifies the User holding the account by e-mail, the notice of suspension of

the Inactive Account, granting him/her a period of 30 days to recharge the credit on the Payment Account, a minimum condition to avoid the suspension of the Payment Account.

After the expiry of the term without any active action on the part of the User, the Payment Account will be suspended and no transactions can be made.

A suspended account may be reactivated by the User, upon specific request to the email address: info@ener2crowd.com

USER BEHAVIOR

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

It is expressly forbidden for the User to:

- 1) to use the identity of another person.
- 2) To send "spam" communications to ENER2CROWD's contact channels.
- 3) To behave contrary to the law.