

TERMS AND CONDITIONS FOR XSUITE PORTAL USERS

IN THESE TERMS AND CONDITIONS (“**T&Cs**”) THE TERM “WE” OR “US” IS REFERRED TO *IVECO CAPITAL SOLUTIONS SPA* WHICH IS ACTING FOR THE ISSUANCE OF THE USERID AND PASSWORD (JOINTLY “**CREDENTIALS**”) THAT PROVIDE YOU (AS CUSTOMER OF PRODUCTS OF IVECO GROUP AND/OR CNHI GROUP) ACCESS TO THE **XSUITE PORTAL** AND RELATED MODULES, CONTRACTS AND INFORMATION THEREIN (JOINTLY “**XSUITE DATA**”). IT IS EXTREMELY IMPORTANT YOU UNDERSTAND THE RESPONSIBILITIES REGARDING YOUR USERID AND PASSWORD AND TAKE SECURITY PRECAUTIONS TO AVOID MISUSE.

1. YOUR PASSWORD IS INTENDED FOR YOUR USE ALONE. YOU ARE NOT ALLOWED TO DISCLOSE YOUR PASSWORD TO ANYONE EXCEPT FOR “**AUTHORIZED USE**”. KEEP YOUR PASSWORD CONFIDENTIAL. IT IS YOUR SIGNATURE AND VERIFIES YOUR USERID WHEN YOU ACCESS THE **XSUITE PORTAL**.
2. YOU WILL BE REQUIRED TO CHANGE THE PASSWORD INITIALLY ASSIGNED TO YOUR USERID. YOU SHOULD CHANGE YOUR PASSWORD WHENEVER YOU SUSPECT THAT OTHERS MAY KNOW IT WITHOUT YOUR CONSENT.
3. YOU SHALL TAKE ALL NECESSARY AND APPROPRIATE MEASURES TO ENSURE THE PROTECTION AND SECRECY OF YOUR CREDENTIALS TO PREVENT ANY THEFT, MANIPULATION, DISTRACTION, UNAUTHORIZED ACCESS OR USE OF THE XSUITEDATA.
4. YOU MAY ONLY ACCESS XSUITE DATA FOR WHICH YOU HAVE AUTHORIZATION BY YOUR ORGANIZATION OR BY THE LAW AND FOR WHICH YOU HAVE BEEN INFORMED THAT IT WILL BE PROCESSED HEREIN BY US. UNLESS STATED OTHERWISE AND EXCEPT FOR YOUR PERSONAL DATA, ANY XSUITE DATA RECORDED, STORED IN AND/OR DOWNLOADED FROM OUR COMPUTERS, PLATFORM AND SERVERS IS CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION OF US.
5. YOU AGREE TO USE THIS INFORMATION ONLY FOR THE PURPOSE FOR WHICH IT IS PROVIDED.
6. YOU AGREE TO REVEAL THE CREDENTIALS ONLY TO THOSE OF REPRESENTATIVES AND AUTHORIZED PERSONNEL (JOINTLY “PERSONNEL”) OF YOUR ORGANIZATION WHO NEED TO KNOW THEM IN ORDER TO ACCESS THE XSUITE DATA AND RELEVANT FUNCTIONALITIES (“AUTHORIZED USE”), WHO (BEFORE DISCLOSURE OF THE CREDENTIALS TO THEM) ARE INFORMED BY YOU OF THE CONFIDENTIALITY NATURE OF THE XSUITE DATA AND THEIR OBLIGATIONS CONCERNING THE CONFIDENTIALITY HEREUNDER.
7. BE AWARE THAT WE AUTOMATICALLY RECORD, BY USERID, ALL ACCESSES TO XSUITE PORTAL AND ALL UNSUCCESSFUL ATTEMPTS.
8. YOU AGREE THAT YOU WILL BE HELD LIABLE FOR ANY DAMAGE DUE TO ANY WILLFUL MISUSE BY YOU OR THE PERSONNEL OF THE CREDENTIALS AS WELL AS FOR ANY SECURITY BREACH CAUSED BY YOU OR ANY OTHER PERSON THAT WOULD RESULT AS HAVING DONE WILLFUL MISUSE OR DELIBERATE SYSTEM DAMAGE TRACEABLE TO YOU.
9. IN CASE YOU WISH TO BE INFORMED OF OR DIRECTLY BUY OR “PAY FOR USE” ANY OF THE PRODUCTS OFFERED IN THE XSUITE PORTAL YOU COULD BE REQUESTED TO ENTER INTO SPECIFIC AGREEMENTS FOR WHICH *i)* THE ID VERIFICATION IS MANDATORY, *ii)* YOU DECLARE THAT YOU ARE NOT A CONSUMER AND *iii)* YOU FURTHER DECLARE TO HAVE THE RELEVANT POWERS TO COMMIT YOUR ORGANIZATION.
10. THESE T&CS AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ITALY WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO THE CONFLICTS OF LAWS AND EXCLUDING THE CONVENTION ON THE INTERNATIONAL SALE OF GOODS.