
Public notice for participation in the "Tourism Digital Hub" project in the sector of sales, supply and intermediation of tourism services (so-called experiences)

Annex 2 - Draft Membership and Interoperability Agreement with TDH for private entities operating in the sector of sale, supply and intermediation of tourism services (so-called experiences)

Draft Agreement on Accession and Interoperability

between

The Ministry of Tourism, with headquarters at Via di Villa Ada, 55, 00199, Rome, CF 96480590585, represented by its attorney Filomena Bilancio, Director General of the Directorate General for Technology, Remuneration, Digitalization and Statistics (hereinafter also referred to as "MiTur")

And

the private company operating in the sector of sale, supply and intermediation of tourist services (so-called experiences)

_____ based in _____ (State), to _____
_____ (City/Province), Street/Square _____ n. _____ - CAP
_____ Code
Tax/VAT number _____ digital home address (e.g. PEC)
_____ in person of _____ with role of _____,
in his capacity as legal representative pro tempore and/or person with
the necessary powers to sign this Agreement, (hereinafter also referred to as the "Participant").

MiTur and the Member hereinafter individually "Party" and jointly "Parties"

WHEREAS

- The Ministry of Tourism is responsible for the portalitalia.it of which ENIT takes care of the promotion;
- On January 13, 2022, ENIT and MiTur signed the "Agreement between the Ministry of Tourism and ENIT - National Tourism Agency - Three-year period 2022/2024" concerning, among other things, the redefinition and implementation - in full collaboration with the regions and autonomous provinces, within the timeframe and methods defined by MiTur itself - of a new promotion strategy, strongly focused on digital and which will effectively contribute to defining the content of the Tourism Digital Hub envisaged by the National Recovery and Resilience Plan (PNRR);
- On January 4, 2023, Law No. 204 of December 16, 2022, "Conversion into law, with

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amendments, of Decree Law No. 173 of November 11, 2022, containing urgent provisions regarding the reorganization of the powers of the Ministries," was published in the Official Journal. Article 10-bis of this Law introduces a new paragraph 1-bis into Article 54-ter of Legislative Decree No. 300/1999, which provides that the Ministry of Tourism owns the italia.it portal, the rights associated with the domain itself, and the related technological platform, in order to strategically coordinate and direct the structuring of the portal itself and the activities promoting national tourism policies carried out through it;

- MiTur has launched a complex and detailed project aimed at profitably matching tourist demand for Italy with the related Italian supply, creating added value for all stakeholders involved;
- Annex 1 of Legislative Decree 79/2011 and subsequent amendments (the so-called Tourism Code) defines the sector regulations applicable to travel packages and related travel services;
- On __/__/__, the Ministry of Tourism published a public notice (hereinafter also referred to as the "Notice") for participation in the Tourism Digital Hub project by entities operating in the sector of the sale, supply and intermediation of tourism services (so-called experiences), pursuant to the aforementioned Tourism Code;
- the Member, with reference to the aforementioned Public Notice of __/__/__, submitted the required application for admission (dated _____, registered with no. _____) and having passed the admission phase, was invited by email/PEC to sign the Membership Agreement;
- This Membership and Interoperability Agreement with TDH (hereinafter also referred to as the "Agreement") - which is stipulated directly by MiTur pursuant to the aforementioned paragraph 1-bis of Article 54-ter of Legislative Decree no. 300/1999 - establishes a cooperation between MiTur and the Adherent, aimed at profitably matching tourist demand for Italy with the relevant Italian supply, according to the objectives and purposes detailed below;
- MiTur, in exercising its institutional powers, in general and for the purposes and effects of this Notice and the activities dependent on and deriving from it, in particular, cannot and must not act nor be considered in any way as a tourism company or a professional operator and/or intermediary and operates exclusively for the purposes of public interest within its jurisdiction, never being under any circumstances a "seller" of tourism services;
- MiTur and the Member intend to promote similar forms of collaboration and cooperation with all entities – both public and private – interested in the same objectives and purposes;
- MiTur has already signed – and may sign new ones in the future – similar Membership and Interoperability Agreements with TDH with other Members, both public and private, and therefore, the Member is aware that it does not have any exclusive or priority exposure on TDH in the category of sale, supply and intermediation of tourism services;

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- the Member declares to be fully informed and to accept the fact that all the subjects Adhering to the TDH will be placed in an equal position among themselves, without any pre-eminence, prevalence or advantageous position with respect to other Members, having joined the TDH aware of this characteristic of the TDH itself;
- the Member, who operates in the sector of the sale, supply and intermediation of tourist services, intends to join the TDH for the provision of E-Services functional to its business and for which it declares to have and/or undertakes to obtain all rights of use and sharing and is aware that participation in the TDH is voluntary and does not generate any direct remuneration for the Parties involved;
- For the purposes of interoperability with the Tourism Digital Hub, the Member is equipped with an interoperable platform that allows the management of the APIs (invoke/expose) and gives the possibility of consulting and monitoring them, guaranteeing their operational management as indicated in paragraphs 4.1 and 4.2 of the Interoperability Guidelines (TDH022);
- The Member possesses the mandatory technical requirements necessary for interconnection with the TDH indicated in paragraph 3.3. of the Notice;
- Through technological integration, the Member must guarantee, through its E-Services, visibility on the italia.it portal, in an equal and non-discriminatory manner, towards its subcontractors of tourist services who provide or supply a service in accordance with current national and regional legislation and in line with the requirements set out in this Notice;
- The Member is aware of its obligation to adopt communication and information tools for end users, highlighted and adequately visible in its E-Services, such as to inform end users, clearly and unequivocally, of the role and responsibilities of MiTur in order to make it clear that MiTur does not act as a tourism company or a professional operator and/or intermediary and operates exclusively for the purposes of public interest within its jurisdiction, and cannot and will never, under any circumstances, be a "seller" of tourism services;
- Any further approval steps for the use of E-Service between MiTur and the Member, in addition to the signing of this Agreement, will be indicated in specific dedicated contractual addendums;
- The TDH is a content and services platform designed to profitably match tourist demand for Italy with the relevant Italian supply (provided by both national and international players), connecting the interests of the individual (tourist), the destinations, and the offerings before, during, and after the tourist experience, creating added value for all stakeholders involved;
- The TDH relies on a technological infrastructure that enables the interoperability of MiTur and Members' information systems and databases. This is achieved through the accreditation, identification, and management of authorization levels for those authorized to operate on the system, as well as the collection and storage of information relating to access and

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transactions conducted through it. Data and information are shared through the provision by Members and through the use by MiTur of application programming interfaces (APIs).

- The Ministry of Tourism has identified a standard communication protocol between the TDH and the outside world, called TDH022, which acts as a National Digital Standard, designed for the exchange of both "open" (open data) and "closed" (private data) data and content between Members, also acting as an integration interface between the TDH and Sector Operators who wish to be part of the Ecosystem;
- MiTur has adopted the Ministry of Tourism's TDH022 Ecosystem Guidelines, the standards and technologies for interfacing and integrating with italia.it, registered by the Court of Auditors with Decree no. 52/2023.
- If they fall within the same thematic area, the contents and data of the different Members will be made available on the TDH on an equal basis, without any pre-eminence and/or priority granted in any form;
- The Member intends to exchange data and information with the MiTur and via the TDH as provided for in this Interoperability Agreement (hereinafter the "Agreement") and in accordance with the cases and methods permitted by EU Regulation 679/2016 (GDPR).

Having stated all of the above, the Parties, as represented in the epigraph,

STIPULATE AND AGREE AS FOLLOWS

ART. 1 - Definitions

1. For the purposes of this Agreement, the following definitions apply:
 - a. Adherent: the entity that has joined the interoperability infrastructure with TDH through the accreditation process and the signing of a Membership and Interoperability Agreement with TDH;
 - b. Members: all the subjects referred to in the previous paragraph;
 - c. API: A set of procedures, functions, and operations available to the programmer and usually grouped together to form a set of specific tools for performing a specific task.
 - d. APP: digital applications created using the APIs published on the TDH portal and/or italia.it.
 - e. Attribute(s): the characteristics possessed by Members. According to the AgID Guidelines, Attributes can be Certified, Declared, and Verified.
 - f. API Catalog: a single, centralized component that ensures Members are aware of the available APIs and how to use them. It also records Interoperability Agreements and provides the necessary publicity regarding the type of data exchanged and the nature of the Members involved.
 - g. DPIA: Data Protection Impact Assessment.
 - h. End Users: end recipients of the APPs or the italia.it/TDH website.

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- i. Provider: MiTur in its capacity as developer that makes an E-service available via API on the TDH interoperability infrastructure to allow its use and the consequent interoperability of the data by the Members.
- j. Experience: an activity for the benefit of the End User (the tourist), such as, for example, the sale of tickets to events, guided tours, participation in courses or demonstrations, etc., accompanied by any ancillary services (e.g., transportation exclusively for the enjoyment of the experience; tour guide), excluding in any case the services referred to in points 1], 2], and 3] of art. 33 of the Tourism Code referred to in Annex 1 to Legislative Decree 79/2011.
- k. E-service: any digital service provided within the Tourism Digital Hub (also "TDH") created and made available to MiTur through the implementation of the necessary APIs compliant with the provisions of the AgID Guidelines to ensure access to its data and/or the integration of its processes with MiTur, governed by this Agreement.
- l. Supplier: the person who provides the experience to the tourist, even if it results from the sale of another professional.
- m. User: the MiTur and/or the Member in its capacity as the entity who, by signing this Agreement, accesses and uses the E-service via APIs made available by the Provider for the purposes of the TDH ecosystem and/or italia.it.
- n. TDH Infrastructure: The technological infrastructure that enables the interoperability of the information systems and databases of the entities referred to in Article 2, paragraph 2, of the CAD, through the accreditation, identification, and management of the authorization levels of the entities authorized to operate on it, as well as the collection and storage of information relating to access and transactions carried out through it, as per Article 50-ter, paragraph 2, of the CAD.
- o. Italia.it: website and mobile app created by the Ministry of Tourism to promote Italy's entire tourism ecosystem, enhancing, integrating, and promoting its offerings. This website will be enriched with new content produced by the TDH Ecosystem.
- p. AgID Guidelines: the AgID Guidelines on the technological infrastructure for the interoperability of information systems and databases pursuant to Article 50-ter, paragraph 2, of the CAD.
- q. Interoperability Guidelines (TDH022): the Guidelines on technical interoperability and API management issued by MiTur which serve as a reference basis for the interoperability that the Ministry of Tourism intends to adopt with institutional and private operators, for the exchange of information, data and services with the TDH.
- r. TDH: the Tourism Digital Hub, a content and services platform that successfully matches tourism demand for Italy with the relevant Italian supply (provided by both national and international players), connecting the interests of the individual (tourist), the destinations, and the supply before, during, and after the tourism experience, creating added value for all stakeholders.
- s. TDH022: standardized communication protocol that enables interoperability between the Tourism Digital Hub (TDH) and its members.

- t. User(s): any natural person who accesses the TDH Interoperability Infrastructure and is authorized by the Participant to act on its behalf on the Infrastructure. In accordance with the AgID Guidelines, users may include API Operators, Security Operators, and Administrative Operators, whose contact information must be communicated to the Ministry of Tourism through the online accreditation procedure on the platform.
- u. Widget: an interface created by the Member, integrable with italia.it, which enables the end user to use a feature and/or service (e.g., booking).

ART. 2 - Purposes and Objectives

1. This Agreement governs the rights and obligations of the Parties in relation to membership in the TDH ecosystem, as well as the methods of use of the APIs on the portal.
2. The booking and payment process will be completed using the tools made available by the Member (widgets/white labels) integrated into the TDH. Any aspect related to subsequent booking management, including but not limited to any changes or cancellations, as well as the provision of related support to end users, takes place on the Member's portal, relying on services, solutions, tools, and features already available to the Member. MiTur will not act as a seller and/or intermediary under any circumstances and will not be liable in any way for the financial transaction.
3. The Participant will grant all affiliated suppliers – in possession of the necessary licenses or authorizations required by industry regulations – equal or equivalent visibility on the E-services displayed on the TDH, in order to guarantee their services are displayed on the portal, in compliance with the principles of competition, equal treatment, and non-discrimination, without prejudice to any commercial agreements between them.
4. Joining the TDH Ecosystem, which involves exchanging content and data, also represents an opportunity for Members to expand their information set and optimize their personalized tourism offering.
5. The TDH interoperability application platform is owned by MiTur, which is responsible for its management and development.
6. The TDH application platform is equipped with its own technological infrastructure (API Gateway, CMS, DAM, DMS) with which participating Operators (regions, institutions, third parties) will have to interconnect, in turn equipping themselves with a technological infrastructure that allows them to exchange/receive information and content, using an encrypted, authenticated and authorised method.

ART. 3 - Financial burdens

1. Participation in the TDH referred to in this Agreement is voluntary and does not generate any direct remuneration for the Parties involved. There are no financial charges for the Parties, nor are there any compensation and/or expense reimbursements for one Party and the other, due to the purpose of equal cooperation that characterizes this Agreement.

2. Each Party, therefore, will bear its own costs, direct and indirect, without exception, for participation in the TDH and for the provision and/or use of the E-services.

ART. 4 – Referents

1. Each Party designates a Contact Person for this Agreement. The Contact Person is responsible for representing the designated Party in the execution of this Agreement and for internal reporting, as well as for constantly monitoring the progress of the agreed-upon activities.
2. The MiTur contact person is:

Dr. Benedetta Rizzo

e-mail: supportTDH@ministeroturismo.gov.it; dg.trds@pec.ministeroturismo.gov.it

The Member's Contact Person is:

- Name _____
- Surname _____
- Email _____
- CF _____

3. Each Party may replace its own Representative at any time by giving written notice to the other Party.

ART. 5 - Obligations and responsibilities of the MiTur

1. MiTur is obliged to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The following obligations fall exclusively upon MiTur, being its responsibility:
 - a) Use the data and information provided by the Member, including personal data required to complete reservations and during use of the E-service, only for the stated purpose(s) and within the limits of the latter, and only for the time strictly necessary to carry out the activities for which use was requested, or for analytical, statistical, and profiling purposes, where permitted, in compliance with applicable legislation and for the time indicated from time to time in the relevant privacy policy provided to the data controller. Furthermore, the aforementioned data may be enriched with the browsing data and preferences of end-users expressed while browsing the TDH portal and/or italia.it, only where this is legitimately permitted under the GDPR, and then transferred to Members in aggregate form in order to enhance the information set and optimize personalized tourism offerings. Where relevant, the Parties will agree on specific terms and conditions.

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- b) adequately train users, authorized to act on their own behalf, on the correct use of the E-service as well as on the processing of personal data, the related risks and the rights of the interested parties;
- c) promptly communicate to the Member any event and/or condition modifying this Agreement, requesting acceptance of the modified clauses;
- d) incorporate any regulatory changes regarding privacy and security that impact the TDH, ensuring its adaptation and making the new version available for use;
- e) promptly communicate to the Member, no later than 24 hours, any events impacting the security relating to the integrity and confidentiality of the communications required for accessing and using the relevant E-service;
- f) promptly report to the Member, at the latest within 24 hours, any malfunction or disservice encountered during access and/or use of the E-service;
- g) provide the Member with a suitable assistance service relating to the functions of the TDH/italia.it portal;
- h) In the event of a breach of personal data concerning you, you will notify the Supervisory Authority and, where necessary, communicate the same to the data subjects pursuant to Articles 33 and 34 of Regulation (EU) 2016/679 (GDPR);
- i) to guarantee conditions of absolute equality of treatment among Members who fall within the same sector of activity, without generating competitive advantages for any of them, either directly or indirectly.

ART. 6 - Obligations and responsibilities of the Member

1. The Member is obliged to operate in full compliance with the provisions of the AgID Guidelines, the Interoperability Guidelines (TDH022) and this Agreement.
2. The Member permits MiTur to legitimately use the data acquired through the E-Services published in the API catalog for all uses compatible with the institutional purposes outlined in this Agreement, including, by way of example, the publication of additional E-Services for the provision of new content to Members.
3. The Member undertakes to provide and/or act as an intermediary and, in any case, to display on the TDH exclusively tourist services provided in accordance with current industry legislation.
4. The Member undertakes to comply with the mandatory technical requirements set forth in paragraph 3.3 of the Notice for the entire duration of the Membership Agreement.
5. The Participant must comply with the mandatory technical specifications for displaying the offer on the TDH, indicated in paragraph 3.4.1 of the Notice (and related subparagraphs).
6. The Participant must fulfill the obligations set forth in paragraph 3.4.2 of the Notice regarding

the methods of displaying data (Data Model) relating to the experiences to be shared on the TDH.

7. The Member also undertakes to comply with all further obligations set forth in paragraph 3.4.3. of the Notice for the entire duration of the Membership Agreement and, in particular:
 - to ensure the preliminary sharing of the experiences present within its catalogue before the publication of the offer on the TDH;
 - to explicitly indicate the creation, updates and deletions of experiences present in their catalogue, by querying the dedicated APIs made available by the TDH;
 - to ensure the catalog is updated frequently enough to ensure that the offers are updated as the Partner's catalog changes. The specific experience will be updated in full mode (full load);
 - to provide exclusively the services they mediate and/or sell through the use of adequately trained personnel in possession of the necessary authorisations, qualifications, licenses and/or permits to carry out the activities (so-called experiences) proposed to end users;
 - to provide and/or act as an intermediary and, in any case, to display on the TDH exclusively tourist services provided in accordance with current sector legislation, also with reference, for example, to the guarantees to be provided to end users and to information obligations;
 - to ensure the principle of "doing no significant harm" based on what is specified in the "Taxonomy for Sustainable Finance" (EU Regulation 2020/852).
8. Finally, the Member undertakes to adopt and display on all its services (e.g., widgets) communication and information tools for end users that clearly and unequivocally inform them of MiTur's role. This will ensure that MiTur does not act as a tourism company, professional operator, or intermediary, and operates exclusively for public interest purposes within its purview. It cannot and will never, under any circumstances, act as a "seller" of tourism services.
9. The Member must guarantee visibility of the services displayed on the TDH, in an equal and non-discriminatory manner, towards its own tourism service providers who provide or supply a service in accordance with current national and regional legislation and in line with the requirements set out in the underlying Notice.
10. The Member must ensure, for the entire duration of the Membership Agreement, that he or she has adequate professional liability insurance coverage with a leading international insurance company.
11. The Member is responsible for analyzing the risk of personal data protection that will be obtained through the use of the E-service.
12. The Member undertakes to identify within its organization and accredit on the TDH the Operational Contact Person (paragraph 1, art. 4 of this Agreement) who will be responsible

for the technical/operational relationship with the TDH ecosystem, as well as responsible for managing the TDH users, and therefore it will be his responsibility:

- identify the users authorised to operate on behalf of the Member with reference to the management of the individual E-service;
 - monitor the list of active users of your organization accredited on the TDH and authorized to operate on behalf of the Member and promptly communicate any changes to MiTur (e.g.: replacement of Operations Manager, user decommissioning, etc.).
13. The Member undertakes, upon request from MiTur, to adhere to any subsequent versions of the E-service prepared and released in the API Catalogue, within six months of receiving specific communication from MiTur, and to subsequently discontinue the previous version of the E-service.
 14. The Member undertakes to promptly communicate to MiTur, no later than seven days after their emergence, any changes impacting the stipulation of this Agreement and/or access to and provision of the related E-service.
 15. The Member undertakes to promptly communicate to MiTur any changes, even temporary, relating to the usability of the services underlying the APIs published on the TDH.
 16. The Member undertakes to promptly notify MiTur, no later than 24 hours, of any events impacting the security of the integrity and confidentiality of communications required to access and use the relevant E-service.
 17. The Member undertakes to promptly report to MiTur, no later than 24 hours, any malfunction or disservice encountered during access and/or use of the E-service.
 18. In the event of a breach of personal data for which it is the data controller, the Member shall notify the Supervisory Authority and, where necessary, communicate the same to the interested parties pursuant to Articles 33 and 34 of Regulation (EU) 2016/679 (GDPR).
 19. The Participant undertakes to adequately instruct users, authorized to act on its behalf, on the correct use of the E-service as well as on the processing of personal data, the related risks and the rights of the interested parties.
 20. The Participant undertakes to adopt technical and organizational measures to ensure a level of security appropriate to the risk, monitor and track the access and activities of its users for the time strictly necessary and for the sole purpose of protecting personal data as defined in Articles 25, 29, and 32 of the GDPR, promptly informing the Ministry of Tourism in the event of unauthorized access, unlawful data processing, and any threat that poses a risk to the security, rights, and freedoms of data subjects.
 21. The Member undertakes, during the term of this agreement, to collaborate with the Ministry of Tourism to integrate innovative solutions that improve the user experience and ensure greater protection for facilities and end customers.

22. The Member undertakes to monitor and ensure the security of access to the E-service, taking into account that the application tracking of accesses and operations performed is also carried out by the MiTur.
23. The Member undertakes to incorporate any regulatory changes regarding privacy and security that impact the E-Service, ensuring its adaptation and making the new version available for use.
24. The Participant undertakes to transmit to MiTur in real time, or at least near real time, the data relating to processes initiated on the TDH and completed on its systems (e.g., service bookings initiated with a search on the TDH and completed on the Participant's portal). The Partner shall ensure the return of booking data relating to the services sold.
25. The Member guarantees, being responsible for:
 - the compliance of the data set, exchanged via the E-service, with current legislation, including on the protection of personal data;
 - the accuracy, integrity and truthfulness of the data communicated to MiTur during the provision of the E-service;
 - tracking of accesses and operations performed, as identified in the AgID Guidelines and associated with the provision of the E-service, as well as their storage for the time strictly necessary.
26. The Member undertakes to manage the acceptance of the terms and conditions with its affiliated suppliers and/or vendors, as well as to promote their registration on italia.it, in order to ensure the display of tourist activities and experiences on the portal;
27. The Participant, as a merchant and/or intermediary for its suppliers and vendors, guarantees full autonomy in managing financial transactions resulting from the sale of integrated tourism activities and experiences on the TDH, exempting and holding harmless MiTur from any role or liability related to payments. Furthermore, the Participant undertakes to guarantee payment via a gateway (compliant with PCI DSS and PSD2 standards) for advance payments by credit card and/or other digital payment method.
28. The Member guarantees that joining the TDH does not result in an increase in the service commissions applied to its affiliated suppliers and/or vendors.
29. The Member undertakes to guarantee and provide End Users with a post-sales assistance service, to support them in the event of changes/cancellations or other types of requests relating to the booking and/or the financial transaction.
30. With reference to data communications between the Parties, the Parties undertake to fully comply with Union and national legislation on the protection of personal data and to indemnify and hold each other harmless from any financial loss, dispute, liability, conviction, or sanction, as well as other expenses incurred or costs suffered - including reputational damage - as a result of an action, complaint, or procedure initiated by the Italian Data Protection Authority or any other party if such action is the consequence of even a single

violation by one of the Parties of the legislation on the protection of personal data and/or of the obligations undertaken for the purposes of the execution of this Agreement.

31. In the event of failure to comply with the obligations set forth in this article by the Member and its users, MiTur reserves the right to suspend this Agreement, even with immediate effect, as well as the provision of the E-service and to proceed with the termination of the Membership Contract in the most serious cases.

ART. 7 - Limits of liability and indemnity

1. MiTur is not responsible for the failure to provide or use the E-service due to a malfunction or failure of the Member's interoperability infrastructures.
2. The Member accepts and acknowledges that MiTur is not responsible for any missing, incomplete, or outdated data and/or any unlawful communication of data by the Member.
3. The Member assumes full and exclusive responsibility for the quality, nature and quantity of data exchanged via the API and expressly indemnifies MiTur from any loss or damage resulting from it and/or other Members or third parties.
4. The Member expressly indemnifies MiTur from any liability for any inaccuracies and/or discrepancies in the data and information relating to the service provided by the affiliated facilities, guaranteeing in any case that it is authorized to disseminate such data and information via the TDH.
5. The Member expressly indemnifies MiTur from any liability regarding any action against MiTur pursuant to the legislation on the protection of tourists and/or consumers brought by end users in connection with the purchase of tourist services through the Member's e-service.
6. MiTur cannot under any circumstances be held liable for any liability arising from improper or unauthorized use of the E-Services by Members and/or third parties.
7. While MiTur undertakes to provide adequate assistance and maintenance services for the technological components of the TDH under its responsibility, it cannot be held liable (by the Member, the facilities, or end users, or by other entities in the network) for any unavailability of services within the TDH resulting from the need for corrective, adaptive, or more generally maintenance interventions on the technological components under its responsibility, and in any case for any unavailability of services for the time necessary to restore full functionality of the systems.
8. The Member guarantees that it has independently verified that the providers of its tourism activities and experiences (whether agencies or other operators) possess all necessary authorizations or licenses, however named, and in general all legal requirements necessary to operate the proposed activity, expressly indemnifying MiTur from any liability in this regard, including towards end users. Likewise, the Member provides the broadest indemnity to MiTur in relation to any deficiencies of the tourism services (so-called experiences)

presented, with respect to which MiTur remains a third party for all purposes.

ART. 8 – Intellectual property

1. The Member guarantees that he/she has full ownership of all intellectual and industrial property rights, as well as commercial exploitation rights in relation to the data shared within the TDH Ecosystem via API;
2. The Member guarantees MiTur the possibility of using data interoperated through the E-Services, even where covered by intellectual property, without any financial burden;
3. The Member undertakes to indemnify MiTur from any damage or dispute that may be brought against it by other Members or third parties for the violation of any industrial or intellectual property right, as well as commercial exploitation owned by third parties;
4. In the event of any dispute raised in relation to industrial or intellectual property rights, as well as commercial exploitation, the Member is required to inform MiTur as soon as possible, which reserves the right to suspend the Member and anything shared via the APIs on the portal and to proceed with the termination of the Membership Agreement;
5. All industrial and intellectual property rights connected to the TDH portal and/or italia.it, with the exception of the content transmitted by Members, are and will remain the property of MiTur;
6. The Member hereby grants MiTur the right to use its trademark for publication in the Directory as well as in any other promotional or communication context relating to the Ecosystem.

ART. 9 - Processing of personal data

1. The Parties, as data controllers, are required to operate in full compliance with the provisions of the GDPR and Legislative Decree no. 196 of 30 June 2003, as amended (hereinafter the Privacy Code or "personal data protection legislation").
2. The Parties undertake to comply with the current regulatory provisions regarding the protection of personal data, with particular regard to the adoption of suitable security measures, and to ensure that their employees and collaborators observe them, who, having been appropriately trained, will be authorised to process personal data.
3. The purposes and methods of processing personal data must comply with the principles of necessity and legality, as well as the other principles and rules contained in EU Regulation 2016/679. Furthermore, the Parties will process personal data in a manner that guarantees the necessary security and confidentiality and may use manual, paper-based, computerized, and electronic tools suitable for processing data in compliance with applicable data protection legislation. Personal data acquired under this agreement through the TDH portal, as well as data acquired through the E-Services, will be retained for a period of time no longer than is necessary to achieve each specific purpose for using the E-Service, within the scope of this

Membership Agreement with the Member (36 months from the date of signing), as well as for an additional 24 months necessary to fulfill the purposes of the TDH and the italia.it portal.

4. By signing this Agreement, the legal representatives pro tempore of the Parties expressly consent to the processing of their personal data.
5. The Participant, as Data Controller, makes the data accessible to MiTur, which will process it as an independent Data Controller. Access to personal data made available through the use of the e-service provided via the Interoperability Infrastructure does not change the rules regarding data ownership, pursuant to Article 50-ter, paragraph 6, of the CAD.
6. The Parties mutually acknowledge that they have read the respective privacy policies.

ART. 10 - Duration, renewal, withdrawal, revocation and termination

1. This Agreement is valid and effective from the date of signing by the Member registered through TDH, and has a term of 36 months, without the possibility of automatic renewal. After this term, the Parties must re-sign the then-current version of the Agreement.
2. The Parties reserve the right to withdraw from this Agreement by communicating their intention to the other Party, via certified email, according to the procedures specified in Article 12, with a minimum of 6 months' notice.
3. Unless otherwise specified, this Agreement also applies in the event of the preparation and release of a new version of the E-service on the API Catalog.
4. The Ministry of Tourism reserves the right to unilaterally supplement and update the TDH Ecosystem regulations. In the event of any updates, it will notify the Participant, including through publication on the website and official notification.
5. In any case, the MiTur may proceed with unilateral changes to the regulations and, where the changes impact the obligations and responsibilities of the Member, failure to communicate the refusal within 30 days of notification of the changes will be considered as acceptance of the same.
6. If the documentation certifying possession of the membership requirements contains inaccurate information, or if the mandatory subjective and technical requirements are no longer met during the membership period, the Ministry of Tourism may revoke the membership, reporting the irregularities found (if applicable) to the competent authorities to determine any criminal, civil, and administrative-accounting liability. The revocation will be promptly communicated by email/certified email and will take effect immediately upon receipt of the notification.
7. In the event of changes that impact the Member's legitimacy to access the E-service and/or the security relating to the integrity and confidentiality of the communications required to access and use the relevant E-service, MiTur will suspend the provision of the E-service, as well as any information set of data already exchanged and/or terminate this Agreement.

8. In the event of non-compliance with the obligations undertaken when submitting the Membership Application and set forth in Article 6, paragraphs 5 and 6 of this Agreement, the MiTur, after having formally notified the Member to comply, granting them a reasonable period of time to do so, in any case no less than 15 days, may proceed to terminate the Membership Agreement.
9. The other termination options provided for in this Agreement in Articles 6, paragraph 31, and 8, paragraph 4 remain unchanged.
10. In the event of suspension of the E-service or termination of this Agreement, for any reason, MiTur will temporarily or permanently disable the Member's ability to access the E-service. At the same time, the Member will temporarily or permanently disable MiTur's ability to access its E-services.

ART. 11 - Applicable law and competent court

1. This Agreement is governed by Italian law. For anything not expressly provided for, reference is made to the Italian Civil Code, the CAD, the AgID Guidelines, and other applicable provisions, including those regarding personal data protection.
2. Any dispute and/or controversy that may arise between the Parties in relation to the interpretation, validity and/or execution of this Agreement, which is not resolved amicably and in good faith between them, will be referred to the Court of Rome.

ART. 12 - Communications between the Parties

1. Unless otherwise specified, any communication between the Parties relating to this Agreement shall be made, via certified email, to each of the Parties.

ART. 13 - Registration and expenses

1. This Agreement, digitally signed, is subject to registration only in case of use pursuant to Articles 4, 5, 6, and 39 of Presidential Decree no. 131 of April 26, 1986. Any registration costs shall be borne by the requesting Party.

ART. 14 - Final provisions

1. The Recitals, the Interoperability Guidelines (TDH022), the annexes and all procedures referred to in these documents constitute an integral and substantial part of this Agreement and bind the Parties to their compliance.

For the Member

(digitally signed in accordance with the eIDAS, SPID or Qualified Electronic Signature regulations)

Public notice for participation in the "Tourism Digital Hub" project in the sector of sales, supply and intermediation of tourism services (so-called experiences)

For the MiTur

THE GENERAL DIRECTOR

Avv. Filomena Bilancio

(digitally signed in accordance with the eIDAS, SPID or Qualified Electronic Signature regulations)