

IPR POLICY FOR CBI CONSORTIUM REALISATIONS

Art. 1 Preamble

This document regulates the intellectual property rights (hereafter indicated with the acronym IPR) of “CBI – Customer to Business Interaction” Consortium realisations, hence it sets forth the principles and usage rules, as well as the pertaining limits, for CBI realisation third parties, the latter being defined in article 2 of this document.

The aforesaid being understood, the ownership and usage rules of the CBI Brand are regulated by the provisions set forth in the Coordinated Text of the CBI regulation, Part I – The Norms, sub Brand Regulation, to be found on the website www.cbi-org.eu, hereby explicitly recalled and confirmed also for third parties that are not enrolled to the CBI Consortium. Should there be any clashes between this regulation and the one contained in the aforesaid Brand Regulation, the latter shall prevail, under all circumstances.

Art. 2 Definitions

The CBI – Customer to Business Interaction Consortium, manages the CBI network, issues the norms and standards adopted by the enrolled banks and by the technical subjects authorised to operate in the circuit.

CBI Products: the entire set of functions and relevant technical applications that form the CBI Service.

Standard: technical and functional specifications of the CBI Service, including structured and non-structured message schemes and the correlated material, even the preparatory one.

IPR: Intellectual Property Rights, including copyright and authorship of developed IT applications, patent rights, brands and know-how; of models and/or illustrations, and on a general basis, of all economic usage of the intellectual products conceived by CBI.

Licence: authorisation, either in consideration of a fee or free of charge, the holder of an intellectual or industrial property right grants to another subject for the use of the intellectual property and – if explicitly envisaged – its commercial exploitation.

Brand: it is the CBI Brand, whose graphical characters and usage rules are defined in the Coordinated Text of the CBI regulation, Part I – The Norms, sub Brand Regulation, whose ownership may be held by the CBI or other subjects acknowledged by it.

Art. 3 Subjects and object

The recipients of the CBI policy as regards IPR are all the interested third parties, natural persons, non acknowledged associations and corporate bodies that wish to use CBI realisations.

The provisions set forth in this policy regulate all forms of safeguard, obtained through industrial and intellectual property rights, of moral and material authorship, publishing, spreading and copying, usage, economic exploitation rights of CBI realisations.

Art. 4 Moral and material authorship of CBI products

The CBI holds the moral and material authorship on all its realisations, as defined in sub art.2, and on all the relevant preparatory material, hence it has the right to grant the use of such realisations, or deny such use to any third party, in case of illegitimate or prejudicial use.

The free usage rules set forth in the following articles are not to be considered – and by no means are – a renunciation to norms that the CBI, resorting to national and international bodies and agencies safeguarding intellectual property, may deem enforceable for single, specific CBI realisations.

Art. 5 User Licence and sub-Licence

Article 4 being understood, and hence in case of no specific bonds, CBI standards may be used freely and free-of-charge by any third party, and may be copied, handed out, published and sub-licensed free of charge.

The third parties that use CBI standards freely and free of charge may not market them, not even through agents, unless such standards have been used to develop software applications featuring innovative aspects that enable to classify such applications as a product that totally differs from CBI realisations.

It is understood that – in all usage cases, even partial or integrated with CBI standards – it is compulsory to quote the source, hence to classify the standards as “CBI Standards”. In this case, it is forbidden to modify the standards.

Art. 6 Accountability limitations and relief

The CBI shall not be held accountable as regards a correct use of the published standards, and for any system malfunctions or crashes due to an incorrect, inappropriate or inadequate use of such standards and/or due to technical incompatibility with the adopted systems.

Considering that CBI standards may be freely used, free of charge, the CBI shall not be held accountable for any errors, mistakes, omissions that occur when publishing the standards, nor for errors made by third parties, at any time, owing to undue manipulation or IT applications, however operated.

The acceptance of the conditions and limitations set forth by this policy takes place through the apposite telematic consent function activated by the third party when gaining access to CBI standards. In any case, starting from the very access to such standards, every single part of this policy document is to be deemed valid, applicable and binding.

Art. 7 Third-party opposability

Starting from the ISO publishing date of the standards, and no later than 30 (thirty) days as of such date, any counter-interested party that claims to hold intellectual property rights clashing with the ones regarding the published standard/s has the right to make an official complaint, communicating it to the CBI offices (as specified on the website www.cbi-org.eu).

Should no complaint be filed by the deadline mentioned in the previous paragraph of this article, the published standards shall be deemed accepted by all potentially interested subjects.

Should there be any complaint, the procedure to be followed is set forth in article 8.

Art. 8 Disputes

The CBI and the counter-interested third parties – with reference to disputes arisen over any title, regarding CBI realisations and the correlated rights – undertake to pre-emptively attempt conciliation, through the Conciliator, whose head office is in Via delle Botteghe Oscure, 54, Rome.

Should the conciliation attempt fail, the Court of Rome shall hold jurisdiction for the disputes.

The third party's commitment to resort to the Conciliator, and to accept Italian law, is considered sanctioned following the consent procedure mentioned in the last paragraph of article 6 of this document.