

## **1. TERMS AND CONDITIONS**

This document sets out the Terms and Conditions subject to which legal entities that are requesting advisory support from the InvestEU Advisory Hub (jointly referred to as "Advisory Support Requestors") may introduce Advisory Support requests through the InvestEU Advisory Hub Central Entry Point via an interactive questionnaire. Before submitting a request for advisory support the Advisory support requestors must indicate that, they have read and accepted these Terms and Conditions (including the Portal Privacy Statement; see point 9 below) and that they agree to abide by them. Use of the InvestEU Advisory Hub Central Entry Point and the submission of Advisory support requests are subject to the condition that Advisory support requestors explicitly agree to these Terms and Conditions.

## **2. SCOPE OF THE INVESTEU ADVISORY HUB CENTRAL ENTRY POINT**

The InvestEU Advisory Hub Central Entry Point has been created by the European Commission (the "Site Manager") on the basis of Regulation (EU) 2021/523 of the European Parliament and of the Council of 24 March 2021 establishing the InvestEU Programme ("Regulation").

Article 25 of the Regulation provides that the InvestEU Advisory Hub shall provide a Central Entry Point, managed and hosted by the Commission, for project development assistance under the InvestEU Advisory Hub for public authorities and for project promoters.

The Advisory support requests introduced by the Advisory support requestors via the InvestEU Advisory Hub Central Entry Point will be analysed either in an automated manner or by the Commission service in charge of the implementation of the InvestEU Advisory Hub Central Entry Point. Those advisory support requests will be directed to the InvestEU Advisory Partner<sup>1</sup> that might provide the advisory support to the Advisory support requestors. The information provided through the InvestEU Advisory Hub Central Entry Point will be visible potentially to all the InvestEU Advisory Partners but limited to the InvestEU Advisory Partners that are selected through the advisory support request acceptance process.

The advisory support performed under the InvestEU Advisory Hub shall be without prejudice to decisions on the final projects selected for support under the InvestEU Regulation, under any other Union instrument, or for public funding.

The Advisory support requestor acknowledges that the advisory support received from the InvestEU Advisory Hub does not imply that its underlying project will receive public financing (be it from the Site Manager or from any other source) in the future and that in

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<sup>1</sup> Advisory Partner means an eligible counterpart such as a financial institution or other entity with whom the Commission has concluded an advisory agreement for the purpose of implementing one or more advisory initiatives, other than advisory initiatives implemented through external service providers contracted by the Commission or through executive agencies as set in Article 2 of the Regulation.

order to apply for any public funding it has to follow distinct procedures relevant for that purpose.

### **3. REGISTRATION AND CREDENTIALS**

Submitting advisory support requests to the InvestEU Advisory Hub Central Entry Point is permitted to Advisory support requestors following a self-registration process (EU login) that requires submission of contact details and information about an Advisory support requestor as a legal entity. The Site Manager will not be liable if for any reason the InvestEU Advisory Hub Central Entry Point is unavailable at any time or for any period.

From time to time, the Site Manager may restrict access to some parts or the entire InvestEU Advisory Hub Central Entry Point without prior notice or justification.

Any notices or notifications to be given by the Site Manager to Advisory support requestors pursuant to or in connection with these Terms and Conditions shall be deemed to have been received when addressed to them at the e-mail address provided during the registration. Advisory support requestors must take appropriate steps to enable delivery of incoming e-mails at this address and to ensure that it is accessible only to authorized persons. Therefore, any notices or notifications given by Advisory support requestors to the Site Manager through this e-mail address shall be presumed to be have been originating by the Advisory support requestors who cannot claim the opposite. Advisory support requestors can contact the Site Manager for any information, enquiries or requests by using an on-line form at the website, or if such form is not available at the email address.

Advisory support requestors must take appropriate security measures to prevent unauthorised disclosure of their user name and password and they must notify the Site Manager immediately if their password becomes known to any unauthorised user. The Site Manager has the right to disable any user identification code or password at any time, if in its opinion an Advisory support requestor has failed to comply with any of the provisions of these Terms and Conditions. Advisory support requestors can be held liable for the intentional or negligent disclosure of their identification code or password to a third party in violation of these Terms and Conditions or for any breach thereof by the third party, which will not relieve Registered Users of obligations under these Terms and Conditions.

### **4. WAIVER OF LIABILITY**

The information made available through the InvestEU Advisory Hub Central Entry Point is provided without any guarantees, conditions or warranties as to its accuracy. The Site Manager shall only process information submitted to it by Advisory support requestors, provided that the information, in the sole discretion of the Site Manager, fulfils the content standards set out in Section 5 below, and has no further liability towards Advisory support requestors. The Site Manager therefore waives all liability arising from

reliance placed on such information by Advisory support requestors, or by anyone who may be informed of any of its content.

The Site Manager hereby expressly excludes any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the InvestEU Advisory Hub Central Entry Point or in connection with the use, inability to use the InvestEU Advisory Hub Central Entry Point any references linked to it and any materials posted on it, including, without limitation, any liability for:

- loss of income or revenue (including anticipated savings);
- loss of business;
- loss of profits or contracts;
- loss of data;
- loss of goodwill;
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

## **5. CONTENT STANDARDS**

These content standards apply to any and all material or information which Advisory support requestors submit through the InvestEU Advisory Hub Central Entry Point in its entirety. It is the sole responsibility of Advisory support requestors to ensure that submitted information comply with these content standards.

Submitted information must:

- be accurate (where it states facts), be provided in good faith (where it states opinions) and up to date at any given time;
- be submitted by a person entitled to do so in the name of and on behalf of an Advisory support requestor;
- for project advisory support requests:
  - be related to projects falling in the areas eligible for financing and investment operations as set out in Annex II to the Regulation;
  - not be related to a promoter excluded from contracts financed by the Union budget or sanctioned for grave professional misconduct, criminal activities, or significant deficiencies in complying with its obligations under Regulation 2018/1046 of the European Parliament and of the Council (OJ L 193, 30.7.2018);-
  - not constitute excluded activities as set out under point B of Annex V to the Regulation;
  - be related to projects situated in the Union;
  - not be related to a project that might entail reputational risks for the Commission;
  - be related to projects where implementation must have commenced or must be expected to commence within three years of the date of submission to the InvestEU Advisory Hub Central Entry Point;

- the estimated time duration, cost and description of the project must be clearly described in the application and the information provided therein must be accurately submitted to the extent possible; and
- comply with Union law and policies.
- comply with applicable laws.

Submitted information must not:

- contain any material which is defamatory, threatening, offensive, hateful, inflammatory or invading another's privacy;
- promote discrimination or any illegal activity;
- infringe intellectual property rights of any person, including, but not limited to, copyright, database right or trade mark;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- concern projects including the following activities: ammunition and weapons, military/police equipment or infrastructure (including explosives and sporting weapons); sex trade and relative infrastructure, services and media; gambling and related equipment, hotels with in-house casinos; tobacco (production, manufacturing, processing and distribution);
- be used to impersonate any person, or to misrepresent the identity of an Advisory support requestor or affiliation with any person;
- give the impression that they emanate from the Site Manager, if this is not the case.

## **6. PROCESSING AND REMOVAL OF SUBMITTED INFORMATION**

The Site Manager has all rights to process Submitted Information or to reject the Submitted information, in full or in part, at its full discretion. The Site Manager may refuse the processing of Submitted information on legal, reputational or other grounds and Advisory support requestors are not entitled to require any specific or personalised justification.

The Site Manager may change the layout and technical parameters of the InvestEU Advisory Hub Central Entry Point at any time. If the need arises, the Site Manager may suspend access to the InvestEU Advisory Hub Central Entry Point, or close it indefinitely. Any of the material on the InvestEU Advisory Hub Central Entry Point may be out of date at any given time, and the Site Manager is under no obligation to update such material.

## **7. PROCESSING FEE**

No processing fee is currently charged.

## **8. SUSPENSION AND TERMINATION**

Failure to comply with these Terms and Conditions may result in immediate, temporary or permanent withdrawal of the right to use the InvestEU Advisory Hub Central Entry Point.

In case any third person claims that Submitted information has been submitted in breach of the content standards, the Site Manager may, before taking any action described above, ask the relevant Advisory support requestor for clarification within a defined time period.

The Site Manager excludes liability for actions taken in response to breaches of these Terms and Conditions. The responses described in these Terms and Conditions are not exhaustive, and the Site Manager may take any other appropriate action, including disclosure of such information to law enforcement authorities or legal proceedings against an Advisory support requestor.

## **9. PROTECTION OF SUBMITTED INFORMATION AND PERSONAL DATA**

The sole purpose of collecting any information from Advisory support requestors is to use it in connection with the InvestEU Advisory Hub Central Entry Point. Advisory support requestors can ask the Site Manager by e-mail to erase information about them and their advisory support requests at any time, and the Site Manager will follow their request without undue delay. The right of the Site Manager to transfer any information to other EU institutions, the European Investment Bank, InvestEU Advisory Partners or Member States of the EU, for the sole purpose to support and contribute to the implementation of the InvestEU Advisory Hub Central Entry Point according to Article 25 of the Regulation, is not affected. By using the InvestEU Advisory Hub Central Entry Point, Advisory support requestors consent to such handling.

The published InvestEU Advisory Hub Privacy Statement incorporated by reference to, and forming part of, these Terms and Conditions describes further details related to the data protection.

## **10. TECHNICAL PROVISIONS**

Advisory support requestors may link to the InvestEU Advisory Hub's home page, provided they do so in a way that is fair and legal and does not damage the reputation of the Site Manager or take commercial advantage of it, but they must not establish a link in such a way as to suggest any form of association, approval or endorsement on the Site Manager's part.

Advisory support requestors must not misuse the InvestEU Advisory Hub Central Entry Point by knowingly introducing viruses or other technologically harmful material. Advisory support requestors must not attempt to gain unauthorised access to the InvestEU Advisory Hub Central Entry Point, the server on which the InvestEU Advisory Hub Central Entry Point is stored or any server, computer or database connected to the

InvestEU Advisory Hub Central Entry Point. Advisory support requestors must not attack the InvestEU Advisory Hub Central Entry Point via a denial-of-service attack or a distributed denial-of service attack.

The Site Manager will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect computer equipment, computer programs, data or other proprietary material of Advisory support requestors due to their use of the InvestEU Advisory Hub Central Entry Point or to their downloading of any material posted on it, or on any website linked to it.

## **11. AMENDMENTS**

The Site Manager may revise these Terms and Conditions at any time by amending this page. In such a case, a notification will be sent to Advisory Support Requestors who are expected to take notice of any changes made, as they are binding on them. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere on the InvestEU Advisory Hub Central Entry Point.