

Electronic Document Ratification System

General Terms of Use

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The following General Terms of Use (hereafter referred to as "Terms") are issued by the European Federation of Energy Traders ("EFET") of Keizersgracht 62 1015 CS Amsterdam, The Netherlands, operating under the brand name "Energy Traders Europe" since January 2024, on behalf of itself and each of its affiliated organisations and members (collectively "we" or "us"). "Energy Traders Europe" and the associated logos used on the EDRS Platform (as defined below) are trademarks of EFET. You may contact us regarding these Terms by post or by email to secretariat@energytraderseurope.org.

1. Introduction

- 1) You may access some areas of our site www.edrs-platform.org (the "EDRS Platform") without registering your details with us. Certain areas of the EDRS Platform are only available to you if you register.
- 2) By accessing any part of the EDRS Platform, you shall be deemed to have accepted these Terms. If you do not accept these Terms in full, you must leave the EDRS Platform immediately. When using the EDRS Platform, our Privacy Policy and Cookie Policy are applicable.
- 3) We may revise these Terms without notice at any time by updating this posting. You should check the EDRS Platform from time to time to review the then current Terms because they are binding on you.

2. Licence to use EDRS Platform

- 1) Energy Traders Europe may make various content and documents available on the EDRS Platform including, without limitation, ratification letters and electronic notices. If no specific restrictions are displayed, you may use these documents for private and commercial purposes on the following basis:
 - a. no documents or related graphics on the EDRS Platform are modified in any way;
 - b. no graphics on the EDRS Platform are used separately from the corresponding text; and
 - c. our copyright and trademark notices and this permission notice appear in all copies.
- 2) Where you use any document or content that has been made available on the EDRS Platform, it is your responsibility to make further enquiries to ensure that the information contained therein is accurate, complete and up to date. Energy Traders Europe does not warrant the accuracy or completeness of any document or content published on the EDRS Platform.
- 3) The EDRS Platform is provided by Energy Traders Europe for the purposes of assisting market participants to ratify amendments to, change, or terminate EFET standard contracts. It is the responsibility of each party using the EDRS Platform to consult with their legal advisor, prior to ratification of any EFET standard contract open for ratification, to ensure that the terms and conditions set forth therein are legally binding, valid and enforceable and best serve to protect that party's legal interests. Energy Traders Europe shall not be liable or otherwise responsible for their use and any damages or losses resulting from their use in any jurisdiction. Energy Traders Europe shall not be liable for any technical issue leading to non-posting or faulty posting of any document uploaded on the EDRS Platform.
- 4) Unless otherwise stated, the copyright and other intellectual property rights in all material on the EDRS Platform (including without limitation photographs and graphical images) are owned by us, our affiliates or our members. Subject to Clause 2.1, no graphical image may be used without our, our affiliated organisations or our member's prior written consent. If

you breach any of the terms in these Terms, your permission to use the EDRS Platform automatically terminates, and you must immediately destroy any downloaded or printed extracts from the EDRS Platform.

- 5) Subject to Clause 2.1, no part of the EDRS Platform may be reproduced or stored on any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 6) Any rights not expressly granted in these Terms are reserved.

3. Fees

The use of the EDRS Platform is free of any charge. Energy Traders Europe reserves the right to charge users of the EDRS Platform a fee.

4. Service Access

- 1) While we shall use reasonable endeavours to ensure that the EDRS Platform is normally available 24 hours a day, we shall not be liable if for any reason the EDRS Platform is unavailable at any time or for any period.
- 2) Access to the EDRS Platform may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- 3) You are responsible for making all arrangements necessary for you to have access to the EDRS Platform. You are also responsible for ensuring that all persons who access the EDRS Platform through your internet connection are aware of these Terms and that they comply with them.
- 4) Energy Traders Europe will post information, including accepted Ratification Letters, electronic form of contract change or any form of contractual notice and lists of parties on

the EDRS Platform as soon as reasonably practicable upon receipt of a valid Ratification Letter. Accordingly, Energy Traders Europe accepts no responsibility for any direct or indirect losses, damage, or consequential losses to any EDRS Platform user or member, which may arise, in whole or in part, from any delays, or for any malfunction, or inability to access the EDRS Platform.

5. Visitor Material and Conduct

- 1) We process information about individuals in accordance with our Privacy Policy and our Cookie Policy. By using the EDRS Platform, you warrant that all personal data provided by you is accurate. To the extent that you are providing or uploading material which contains personal data about other individuals (e.g. as signatories to Ratification Letters), you undertake to make them aware of the Privacy Policy and the Cookie Policy prior to providing or uploading such personal information.
- 2) Other than personal data, which is covered under our Privacy Policy and our Cookie Policy, any material you transmit or post to the EDRS Platform shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes on a royalty-free, worldwide basis.
- 3) You are prohibited from posting or transmitting to or from the EDRS Platform any material:
 - a. which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - b. for which you have not obtained all necessary licences and/or approvals;

- c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4) You may not misuse the EDRS Platform (including, without limitation, by hacking).
 - 5) We shall fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of Clause 5.2 or 5.3.
 - 6) Breaches of the Terms may result in the immediate permanent or temporary withdrawal of your right to use the EDRS Platform, the immediate permanent or temporary removal of any material posted by you and/or legal proceedings being brought against you.

6. Links to and from other websites

- 1) Links to third-party websites on the EDRS platform are provided solely for your convenience. If you use these links, you leave the EDRS Platform. We have not necessarily reviewed all of these third-party websites, and we do not control them. We will not be responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the EDRS Platform, you do so entirely at your own risk.

- 2) If you would like to link to the EDRS platform, you may only do so on the basis that you link to, but do not replicate, the home page of the EDRS Platform, and subject to the following conditions:
 - a. you do not remove, obscure, distort or otherwise alter the size or appearance of the EDRS Platform trademarks;
 - b. you do not create a frame or any other browser or border environment around the EDRS Platform;
 - c. you do not in any way imply that any Energy Traders Europe or any member is endorsing or recommending any products or services other than its own;
 - d. you do not misrepresent your relationship with us nor present any other false information about Energy Traders Europe or any member;
 - e. you do not otherwise use any trademarks displayed on the EDRS Platform without express written permission from the relevant trademark owner;
 - f. you do not link from a website that is not owned by you; and
 - g. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 3) We expressly reserve the right to revoke the right granted in Clause 6.2 for breach of these Terms and to take any action we deem appropriate, including requiring the immediate de-linking of the EDRS Platform.
- 4) You shall fully indemnify Energy Traders Europe, its affiliates and its members for any loss or damage suffered by them or any of their group companies for breach of Clause 6.2.

7. Disclaimer

- 1) While we take reasonable endeavours to ensure that the information on the EDRS Platform is correct, we do offer any warranties (whether express, implied or otherwise) as to the reliability, accuracy or completeness of the material on the EDRS Platform. We may make changes to the material on the EDRS Platform, or to any products and prices described in it, at any time without notice. The material on the EDRS Platform may be out of date, and we make no commitment to update such material.
- 2) In particular, but without prejudice to the generality of Clause 7.1, commentary and other materials posted on the EDRS Platform are not intended to be used in a solicitation manner and are not intended to amount to endorsements or recommendations on which reliance should be placed.
- 3) The material on the EDRS Platform is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Energy Traders Europe provides you with the EDRS Platform on the basis that it excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these Terms, might have effect in relation to the EDRS Platform.

8. Liability

- 1) Energy Traders Europe, its affiliated organisations, its members and their group companies, any other party (whether or not involved in creating, producing, maintaining or delivering the EDRS Platform), and each of their officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill,

data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the EDRS Platform in any way or in connection with the use, inability to use or the results of use of the EDRS Platform, any websites linked to the EDRS Platform or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the EDRS Platform or your downloading of any material from the EDRS Platform or any websites linked to the EDRS Platform. This Clause 8.1 shall apply even if we are made aware of possible claims, expenses, damages or losses.

- 2) Energy Traders Europe accepts no responsibility for any direct or indirect losses, damage, or consequential losses to any user of the EDRS Platform, which may arise, in whole or in part, from any delays, or for any malfunction, or inability to access the EDRS Platform.
- 3) Nothing in these Terms shall exclude or limit the liability of Energy Traders Europe, any member or any other person for:
 - a. death or personal injury caused by negligence;
 - b. fraud;
 - c. misrepresentation as to a fundamental matter; or
 - d. any liability which cannot be excluded or limited under applicable law.

9. Governing Law and Jurisdiction

The Dutch courts will have exclusive jurisdiction over any claim arising from, or related to, the use of the EDRS Platform, although we retain the right to bring proceedings against you

for breach of these Terms in your country of residence or any other relevant country. These Terms are governed by Dutch law. The competent courts in Amsterdam shall be exclusively competent to deal with any issue arising from the use of the EDRS Platform.