

European Federation of Energy Traders Website

General Terms of Use

Version October 2020

The following General Terms of Use (hereafter referred to as “**Terms**”) are issued by the European Federation of Energy Traders (“**EFET**”) of Amstelveenseweg 998, 1081 JS Amsterdam, the Netherlands on behalf of itself and each of its affiliated organisations and members (collectively “**we**” or “**us**”). “**EFET**” and the associated logos used on the Website (as defined below) (the “**Website trademarks**”) are trademarks of EFET. You may contact us regarding these Terms by post or by email to secretariat@efet.org.

1. Introduction

- 1) You may access some areas of our sites www.efet.org and www.efetedrs.org.org (collectively the “**Website**”) without registering your details with us. Certain areas of the Website may only be available to you if you register, including without limitation the EFET Document Ratification System (“**EDRS Platform**”).
- 2) By accessing any part of the Website, you shall be deemed to have accepted these Terms. If you do not accept these Terms in full, you must leave the Website immediately. When using the Website, 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 Website from time to time to review the then current Terms because they are binding on you.

2. Licence to use content and EDRS Platform

- 1) EFET may make various content and documents available on the Website including, without limitation, standard contracts, position papers, presentations, training courses and other educational materials. 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 Website are modified in any way;
 - (b) no graphics on the Website 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 Website, it is your responsibility to make further enquiries to ensure that the information contained therein is accurate, complete and up to date. EFET does not warrant that the accuracy or completeness of any document or content published on the Website.
- 3) Where you use any EFET standard contract that has been made available on the Website, it is your responsibility to consult with your legal advisor prior to ratification or use to ensure that the terms and conditions set forth therein are legally binding, valid and enforceable and best serve to protect your legal

interests. This includes any electronic amendment changing or terminating EFET standard contracts or any other electronic notices processes by EDRS. It is your responsibility to ensure that any third party to whom you pass a standard form contract is aware that they should seek legal advice on its terms. EFET shall not be liable or otherwise responsible for the use of a standard contract or any damages or losses resulting from the use of a standard contract in any jurisdiction.

- 4) The EDRS Platform is provided by EFET 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. EFET shall not be liable or otherwise responsible for their use and any damages or losses resulting out of their use in any jurisdiction. EFET shall not be liable for any technical issue leading to non-posting or faulty posting of any document uploaded on EDRS.
- 5) Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (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 group companies or our member's prior written consent. If you breach any of the terms in these Terms, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 6) Subject to Clause 2.1, no part of the Website (including without limitation any standard contracts, position papers or presentations) may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.
- 7) Any rights not expressly granted in these Terms are reserved.

3. Fees

The use of EDRS is free of any charge. EFET 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 Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 2) Access to the Website 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 Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms, and that they comply with them.

- 4) EFET 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, EFET accepts no responsibility for any direct or indirect losses, or damage, or consequential losses to any user or EDRS Platform 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 Website, 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 Website 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 Website 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 Website (including, without limitation, by hacking).
- 5) We shall fully co-operate 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 Website, 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 Website are provided solely for your convenience. If you use these links, you leave the Website. 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, or 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 Website, you do so entirely at your own risk.
- 2) If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:
 - (a) you do not remove, obscure, distort or otherwise alter the size or appearance of the Website trademarks;
 - (b) you do not create a frame or any other browser or border environment around the Website;
 - (c) you do not in any way imply that any EFET 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 EFET or any member;
 - (e) you do not otherwise use any trademarks displayed on the Website 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 Website.
- 4) You shall fully indemnify EFET, 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 Website is correct, we do offer any warranties (whether express, implied or otherwise) as to the reliability, accuracy or completeness of the material on the Website. We may make changes to the material on the Website, or to any products and prices described in it, at any time without notice. The material on the Website 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 Website 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 Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, EFET provides you with the Website 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 Website.

8. Liability

- 1) EFET, its affiliates, its members and their group companies, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), 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 Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website 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 Website or your downloading of any material from the Website or any websites linked to the Website. This Clause 8.1 shall apply even if we are made aware of possible claims, expenses, damages or losses.
- 2) EFET accepts no responsibility for any direct or indirect losses, or 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 EFET, 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, use of the Website, 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 EDRS, or any other part of the Website.