

## TERMS OF USE – CEGH REMIT PLATFORM

Central European Gas Hub AG (CEGH) owns and operates the website [www.cegh.at/remit](http://www.cegh.at/remit). This website, its services and all information contained therein, is intended to facilitate trading in Central and Eastern Europe energy markets. The website is intended to offer CEGH customers and users a convenient way to fulfill their ad-hoc publication obligation regarding electricity and natural gas wholesale products. Market participants may use the website, for the time being, free of charge, subject to the terms of use as defined herein.

### Definition of user

Any person who accesses this website or sends information to CEGH for publication is deemed to be a user (or staff of a user). Any use / access of this website is governed by these terms of use.

### Scope of service

CEGH strives to continuously adapt the website and its functionalities to regulatory requirements and markets needs and plans to inform market participants and users timely about any change to the website and its services including service outages and the like. The website and its services are intended for publication of the following types of information:

- Inside information according to Article 4, Regulation (EU) No. 1227/2011

### Provision of information by users

Any information that is published on the [www.cegh.at/remit](http://www.cegh.at/remit) is transmitted to CEGH by users or third parties. Such users or third parties remain, at all times, fully responsible for the completeness and correctness of such information. CEGH will not check or verify the information provided by users or third parties in terms of correctness or completeness. Users shall use best efforts to ensure that only information which meets the (statutory) requirements (e.g. publication criteria according to (Regulation (EU) No. 1227/2011) will be transmitted to CEGH for

publication. If subsequently user establishes that information not meeting the required criteria was transmitted to CEGH, user shall inform CEGH immediately and take all steps necessary to correct such error according to applicable legal requirements and good market practice.

User warrants that it has all rights necessary for publication and use of the information by CEGH, other users or third parties. In particular user agrees that the information submitted to CEGH may be used by third parties for evaluation purposes and might be transferred and used by electronic means.

CEGH is entitled to edit the information as it deems necessary for publication. CEGH aims to publish the received information on the website and send out emails / newsletters to registered users as soon as operationally feasible. If CEGH decides not to publish received information because such information is obviously erroneous it will inform user without undue delay.

User acknowledges that any dispatch or receipt of information by CEGH or publication of such information on the website is per se not a discharge of a legal obligation. User understands that it remains in its sole responsibility to assess in each individual case, if any statutory reporting or publication obligations have been fulfilled.

### Operation of the website

It is CEGH's intention that the website will fulfill its intended purpose and is available on a 24 / 7 basis. CEGH does however not warrant any availability or service level and does not assume any responsibility for the receipt, the publication or the storage of any information that was sent to CEGH or uploaded or published on the website. CEGH reserves the right to adapt information before publication and to discontinue the website and its services as it may deem necessary.

### Registration

To use certain functionalities (e.g. for publication of information, receipt of notifications) of this

website, user is required to register with the website. The registration process and further operational details are explained in detail on the respective parts of the website.

User herewith consents to CEGH collecting, processing and using the personal data provided by user in the course of the registration for the operation of the website. CEGH will keep the personal data provided by user in the course of the registration confidential and will not transmit the data to any third parties. The consent to use the personal data given at registration may be revoked by user at any time. Such revoking, may, however, result in the user being unable to use certain parts / functionalities of the website.

### Authorization, use of password and log in data

User requires a password for certain parts / functionalities of the website. As part of the registration process, user must select a login name and password and provide CEGH with accurate, complete and up-to-date information as requested by CEGH.

Users ensure that only authorized staff, that is duly informed about these terms of use, has access to log in data and will dispatch information for publication to CEGH. Any information submitted by users shall be duly checked and approved according to user's internal procedures that meet good market practice before it is transmitted to CEGH.

User acknowledges that anyone with knowledge of its password can gain access to the respective parts of the website and use the functionalities of the website including publication. Accordingly, user must keep its password confidential. User agrees to be responsible for the confidentiality and the use of its password including any communications using its password. User will notify CEGH without any delay, if user becomes aware of or suspects any loss of its password or any unauthorized use thereof. CEGH reserves the right to delete or change user account

including password at any time and for any reason.

**Indemnity**

User shall indemnify and hold harmless CEGH for any damages, losses, expenses and costs (including court and reasonable attorney fees) caused by a violation of these terms of use, in particular for damages and losses caused by a user (or its personnel) due to the publication of inaccurate information or failure to comply with its obligation to keep its account data confidential.

**Consideration**

The services are, for the time being, provided free of charge.

**Trademarks & IP rights**

CEGH and other logos identifying CEGH and/or CEGH products are registered trademarks and user shall refrain from its use in any context not expressly authorized by CEGH.

**Right of use**

These terms of use provide user with the revocable, non-exclusive, non-transferable right to use the website and its services in accordance with these terms of use. User warrants that it will not use this website for any purpose that is unlawful including but not limited to market manipulation.

**Disclaimer**

The information on the website does not constitute any form of advice. CEGH shall not be liable for any damages that may be caused by acts relating to the use of this website, services offered on it or the act of providing information to or accessing information from this website. CEGH is not responsible for the security of any information

transmitted to or received by CEGH or for the consequences of reliance on such information. The sole responsibility for the content shall rest with the user / source of the information and not CEGH.

All information on the website and all related materials, services and information are provided without representation or warranty of any kind, and CEGH makes no representation or warranty, express or implied, to users or any third parties or any other person or entity as to the accuracy, timeliness, completeness, etc. for any particular purpose with respect to the site or any related materials, services or information. CEGH makes no representation or warranty that the website or any related materials, services or information are appropriate or available for use in any particular locations or at a particular time.

Further the information on the website and all related materials, services and information made available on this website may include inaccuracies or errors, and there may be times when this website or its services are unavailable.

Except in the case of gross negligence or willful misconduct upon the part of CEGH, CEGH shall not be liable to users or third parties for any direct or indirect or consequential damages of any kind, including, but not limited to, lost profits or expenditures, for loss of data or information or claims made against a user by other users or third parties for any reason.

**Change of terms**

CEGH reserves the right to change these terms of use at any time by

update or changes. Any such update / change shall take effect from the day following the publication on the website or any other date as set forth by CEGH. Any continued use / access of this website following an update or change is deemed as acceptance of any such update or change to these terms of use.

**Governing law, dispute resolution**

These terms of use, including (without limitation) any disputes relating to the website, are governed by Austrian law without regard to its conflict of law rules. Any dispute, controversy or claims arising out of or relating to these terms of use, including any disputes relating to the website shall be exclusively decided by the court competent for the first Viennese district.

**Term, termination**

These terms of use enter into effect when user accesses or uses the website and, or its services. CEGH reserves the right at any time and for any reason to deny user access to the site or any of its parts.

**Severability**

In the event that individual parts or individual wordings of this terms of use fail to comply with applicable law, or no longer comply or not fully, this shall not affect the remaining parts of the terms of use as regards content and validity.

**Contact information**

Please contact CEGH, if you have any queries regarding these terms of use:

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