

**Terms of Use for the
CEGH Gas Storage Marketing Platform
TC Storage (Customer) V 1.1**

Introduction

Central European Gas Hub AG (CEGH) owns and operates the website (“**Website**”). This website, its services and all information contained therein, is intended to provide natural gas storage system operators (“**Storage System Operators**”) and customers of Storage System Operators (“**Customer(s)**”) with access to the CEGH Gas Storage Marketing Platform operated by CEGH (the “**Storage Service Platform**”).

The Storage Service Platform allows

- (i) Storage System Operators or Customers to market natural gas storage services with or without gas commodity (“**Gas Storage**”) and provides Customers with the possibility to receive information on Gas Storage and to submit respective offers to Storage System Operators.
- (ii) Customers (incl. interested parties) to publish expressions of interest for purchase and/or sale of gas storage with or without gas commodity (“**Expression of Interest for Gas Storage**”).

The Website is intended to offer Customers easy access to the Storage Service Platform and a convenient and cost efficient way to participate

in the process of Gas Storage sale / allocation. Customers may use the Website, subject to the terms of use as set forth herein and subject to other conditions / limitations described on the Website.

Roles of Participants

CEGH operates and maintains the Website and is the primary point of contact for Customers as well as Storage System Operators and Customers in all technical aspects. CEGH shall, however, not be considered as an intermediary, proxy or representative of either of the Parties.

Storage System Operator(s) are operators of natural gas storage facilities as well as Gas Storage capacity holders and have concluded a contract with CEGH (the “**Operator Contract**”) determining the contractual relationship between the Storage System Operator and CEGH.

Customer shall be any person who registers on the Website or uses the Website for participation in Gas Storage sale / allocation process(es), publication of an Expression of Interest for Gas Storage or other activities. Any use / access of this website by a Customer is governed by and subject to these terms of use (the “**Terms of Use**”).

1. Provision of Information

Any information that is published on, or uploaded, sent or distributed by and/or through the Storage Service Platform is transmitted to CEGH by Storage System Operators or Customers. Such Storage System Operators or Customers remain, at all times, fully responsible for the completeness and correctness of such information. CEGH will not check or verify the information provided by Storage System Operators or Customers in terms of correctness or completeness. Customers and Storage System Operators shall use best efforts to ensure that only accurate and complete information will be disclosed on and/or transmitted to the Storage Service Platform. If a Customer or Storage System Operators establishes that information not meeting the required criteria was transmitted to the Storage Service Platform, the Customer shall inform CEGH and if relevant also the Storage System Operator immediately and take all steps necessary to correct such error according to applicable legal requirements and good market practice.

2. Requirements for Participating in Gas Storage sale / allocation / Expression of Interest for Gas Storage

The Website and the Storage Service Platform (together also the “**Service**”) are intended for use

by Storage System Operator(s) and Customers that are properly licensed and which are fulfilling all applicable regulatory requirements. By accepting the Terms of Use, the Customer confirms and guarantees that it complies with the requirements set forth in this section and has all necessary governmental authorizations for acquiring and using Gas Storage / natural gas. It is acknowledged that any legal acts or declarations of Customers and/or Storage System Operators regarding Gas Storage (including but not limited to Contracts, Offer - and Acceptance Letters) shall be directed towards the respective Customers and/or Storage System Operators and CEGH shall not be considered as an intermediary, proxy or representative of the Storage System Operator or the Customer respectively.

3. 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, transmitted, distributed or published on/through the Website and or the Storage Service Platform. CEGH reserves the right to adapt the Website and specifically also

the processes on the Website / Storage Service Platform at any time.

4. Registration

To make use of the Storage Service Platform, the Customer (incl. Storage System Operator(s) who use the Storage Service Platform) are required to agree to this Terms of Use on the Website. CEGH may further implement a registration procedure as a condition for usage of the Storage Service Platform and define further operational details as well as functional aspects. Any such requirements or aspects will be described in detail on the Website.

If requested by CEGH, the Customer and any User shall provide CEGH with a declaration of consent regarding data processing as attached as Annex ./3.5 executed by the Customer and/or its Users. Upon request by CEGH, the Customer shall provide further documentation that might be required to assess the Customer (or individual Users of a Customer).

In case of any change of information/circumstance relevant for registration/access or usage of the Storage Service Platform with respect to a Customer or individual Users, the Customer shall notify such update to CEGH without delay.

CEGH may need to provide the respective Storage System Operator / Customer with data regarding the Customer (name, address, Users, contact information, usage logs, uploads, any other information pertaining to the use by the Customer of the Platform etc.). The Customer approves such transfer of data as far as necessary to document the registration/usage of the Storage Service Platform.

Customer and User herewith consent to CEGH collecting, processing and using the personal data provided in the course of the usage, registration and operation of the website. CEGH will keep any personal data provided confidential and will not transmit the data to any third parties except the relevant IT Service Providers and Storage System Operator(s). The consent to use the personal data may be revoked by Customer and/or User at any time. Such revocation, may, however, result in the Customer and/or User being unable to use certain parts/functionalities of the website.

5. Access to Website by Representative, Authorization, Use of Password and Log In Data

Customers may only access the Storage Service Platform via their legal representatives or

properly authorized employees or personnel (each such person a “User”). By enabling a User access to the Storage Service Platform, the Customer confirms that such User has sufficient representation authority (*Vertretungsmacht*) to represent the Customer in any usage of the Storage Service Platform in particular but not limited to Gas Storage-, gas sale/allocation process available on the Storage Service Platform and that there are no relevant limits to the User’s representation authority. The Customer, therefore, confirms that any actions by a User, or another person that has gained access to the Storage Service Platform because of a violation of the Terms of Use by a Customer or of any of its Users shall be binding on the Customer.

Each User requires a password for certain parts and functionalities of the Storage Service Platform. Each User must select a login name and password (the “**Login Data**”) and provide CEGH with accurate, complete and up-to-date information on the Customer and the User as requested by CEGH.

The Customer acknowledges that anyone with knowledge of Login Data can gain access to the respective parts of the website and use the functionalities of the website including usage of the Storage Service Platform. In particular, each

person having access to the Login Data may engage in usage of the Storage Service Platform and may legally bind the Customer with respect to offers submitted through the Storage Service Platform. Accordingly, the Customer shall ensure that Users keep their Login Data confidential. CEGH and Storage System Operators may rely that any actions performed for a Customer or with the account of a Customer have been properly authorized by such Customer.

The Customer shall ensure and instruct its Users to be responsible for the confidentiality and the use of its Login Data. The Customer will notify CEGH without any delay, if it or any of its Users becomes aware or suspects any loss of Login Data or any unauthorized use thereof.

6. Customer Support

Customer support will be provided via the support section of the Website. CEGH does not warrant a certain support level or response, repair or availability times.

7. Indemnity

The Customer shall indemnify and hold harmless CEGH and any Storage System Operator or any other Customer for any damages, losses, expenses and costs (including court and

reasonable attorney fees) caused by a violation of these Terms of Use by the Customer.

The Customer shall further ensure that all of its Users are aware of these Terms of Use, shall instruct its Users to comply with these Terms of Use and any instructions given on the Website and shall indemnify and hold harmless CEGH and any Storage System Operator or any other Customer, for any damages, losses, expenses and costs (including court and reasonable attorney fees) caused by a violation of these Terms of Use or instructions on the Website.

8. Consideration

The applicable fee schedule is available from CEGH.

9. Trademarks & IP rights

CEGH and other logos identifying CEGH are registered trademarks and Customer shall refrain from their use in any context not expressly authorized.

10. Right of use, Transfer of Account

These Terms of Use provide the Customer with the revocable, non-exclusive, non-transferable right to use the Website and the Storage Service Platform in accordance with these Terms of Use. The Customer shall not use this Website and the

Storage Service Platform for any purpose that is unlawful.

A transfer of the account to another legal entity is only permitted with the express consent of CEGH. If a transfer of an account happens automatically (e.g. in the course of a merger), the Customer shall inform CEGH of the transfer without delay.

11. 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 other transactions performed by Customers and/or Storage System Operators on the Website. CEGH is not responsible for the security of any information or data 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 respective Storage System Operator or Customer.

All information on the Website and all related materials, services and information are provided by CEGH without representation or warranty of any kind and CEGH makes no representation or warranty, express or implied, to Customers,

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 Website 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.

CEGH does not warrant a certain service level or availability of the Website or, specifically, the Storage Service Platform. CEGH may shut down the Website or parts thereof without prior notification.

Except in the case of gross negligence or willful misconduct upon the part of CEGH, CEGH shall not be liable to Customers or Users for any direct or indirect or consequential damages of any kind, including, but not limited to, lost profits, loss of data or information or claims made against a Customer or its Users by other Customers, Storage System Operators or Users or third parties for any reason. In particular, CEGH shall not be liable for any actions or declarations performed by any person accessing or using the Storage Service Platform.

The Customer acknowledges that due to the nature of the Storage Service Platform it is not

possible for CEGH to verify whether a Storage System Operator or Customer has sufficient Gas Storage or financial standing to fulfill any commitments. If required, such checks shall be performed by the Customer itself. CEGH shall not be liable if Storage System Operators or Customers cannot meet the obligations undertaken.

12. Processes on the CEGH Gas Storage Marketing Platform

The processes on the Storage Service Platform are designed in a way that the Storage System Operator and the Customer shall enter into a direct legal relationship regarding any transactions concerning Gas Storage. The Storage Service Platform shall not constitute a trading platform according to finance - or exchange regulation, but a platform for the distribution and collection of information on the sale and allocation of Gas Storage. Information published on the Storage Service Platform by a Storage Service Operator on Gas Storage or by a Customer shall not constitute a binding offer to provide / purchase Gas Storage, but is deemed an invitation to submit offers (*Einladung zur Offertstellung*) for acquiring Gas Storage.

Any legal declarations by a Storage System Operator / Customer related to transactions on the Storage Service Platform are addressed

towards the Customer(s) and likewise any legal declarations by (and between) Customer(s) related to transactions on the Storage Service Platform are addressed towards the Storage System Operator or Customer. The Storage Service Platform is designed to directly convey these legal declarations to the respective other parties and CEGH shall not be considered to act as a legal representative or attorney in fact of a Storage System Operator or a Customer and is in particular not obliged to check the authenticity of any information posted on the Storage Service Platform. CEGH shall not be liable for the validity or enforceability of any legal relationship established via the Storage Service Platform or for its fulfillment and/or enforceability. CEGH will not assess whether any information sent to, or received from the Storage Service Platform was approved by the respective Customer and / or Storage System Operator or whether the Customer and / or Storage System Operator has sufficient means to fulfill its offers or commitments.

The Customer acknowledges that any information posted by Storage System Operators on the Storage Service Platform or an Expression of Interest is considered as an invitation to submit offers (*Einladung zur Offertstellung*) and as such can be adapted or revoked at any time prior to the conclusion of a contract . Storage System

Operators and Customers may in their entire discretion, grant - or restrict access of Customers or groups of Customers, or exclude certain Customers or groups of Customers, from the usage of the Website or parts thereof subject to the functionalities available on the Storage Service Platform / Website.

Each Customers, Storage System Operator using the Storage Service Platform may elect to disclose special terms and condition for the sale of storage capacity and the invitation to submit offers, which will be displayed in the relevant section if this feature is available on the Storage Service Platform. It is acknowledged that these special terms apply for legal relationships concluded with the relevant counterpart via the Storage Service Platform. The Customer acknowledges that any offer sent via the Storage Service Platform shall be binding and irrevocable subject to the terms of the respective Gas Storage sale / allocation.

13. Change of Terms

CEGH is entitled to change and or amend these terms at any time. The Customer will be informed about any such change or amendment via email or a message sent via the messaging system on the Storage Service Platform. The email/message will contain the amended version

of the Terms of Use and a comparison to the actual version. The amendment becomes effective in case the Customer does not object to the amendment within 4 weeks after receipt of the notification. Upon such objection, each party may terminate the contractual relationship with a notice period of four weeks.

14. 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 and with the exception of the rules of the United Nations Convention on Contracts for the International Sale of Goods. 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.

15. Term and Termination

Each party may terminate the agreement with a notice period of three months to the end of each calendar month.

Each party shall further be entitled to terminate the agreement with immediate effect, if it is

unacceptable (*unzumutbar*) for such party to continue the contract relationship.

For CEGH, reasons to immediately terminate this agreement include but are not limited to:

- material violations by the Customer of this agreement or agreements concluded with Storage System Operators via the Storage Service Platform;
- the Service being not or no longer feasible under the gas regulatory framework applicable to CEGH, or there are substantial regulatory concerns in this respect;
- CEGH requiring any additional license, concession, authorization and/or permit for the provision of the Service;
- insolvency or similar proceedings that are opened over the Customer or rejected because of a lack of assets;
- If Login Data is not kept confidential, in particular also if employees or other staff that are not registered as Users access the Storage Service Platform; and
- If direct or indirect majority ownership in the Customer changes.

16. Severability

Should any provisions of these Terms of Use be or become wholly or partly invalid or unenforceable this will not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provisions shall be substituted by a valid or enforceable provision which in its essential purpose comes as close as possible to the invalid or unenforceable provision. The same applies in analogy to any gaps in these Terms of Use.

17. Transfer of Agreements

CEGH may elect to transfer its rights to the Website and/or the Storage Service Platform to another person at its discretion. In such case, CEGH shall also be entitled to transfer any agreements with Customers to the selected transferee. The transfer of the agreement shall become effective upon notification of the respective Customer and upon transfer, CEGH shall no longer have any obligations under the agreements concluded on the basis of these Terms of Use (*Vertragsübernahme*).

18. Data Protection

CEGH is committed to strictly protect personal and confidential data and to observe the

applicable regulations and the EU Data Protection Regulation (EU 2016/679).

CEGH processes and stores personal data in connection with the fulfilment of its contractual obligations in relation to the Storage Service Platform. Legal basis for processing the data are this Terms of Use. CEGH shall be authorized to store, process, and transfer any information and data of Customer(s) and User(s) in connection with this contract for the proper performance of the Service and operation of the Storage Service Platform. Please see the Data Protection Declaration in [Annex 3.5](#) for further details.

19. Contact Information

Please contact CEGH, if you have any queries regarding these Terms of Use:

CEGH Legal Department, Frederick Bernthaler,
+43 (1) 270 2700 28515
frederick.bernthaler@gashub.at.

DATA PROTECTION STATEMENT

Storage and processing of personal data acc. Regulation (EU) 2016/679 (General Data Protection Regulation) in the context of the operation of the CEGH Gas Storage Marketing Platform

Central European Gas Hub AG (CEGH) is responsible for storage and processing of personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation) in the context of the operation of the CEGH Gas Storage Marketing Platform. Legal basis for processing the data are the contractual arrangements in place (e.g. Terms of Use of the CEGH Gas Storage Marketing Platform in their respective currently valid version).

For the purpose of operating resp. using the platform, the necessary personal data are processed:

Name, contact details, data concerning the respective contractual relationship (e.g., e-mail address, telephone number, information regarding the use of the platform resp. communication & information that is provided for the purpose of marketing of the Gas Storage Services etc. Personal data are also transmitted to the respective Gas Storage Operator and to the IT service provider used by CEGH.

Data are stored for the period of the existence of an upright contractual relationship, as well as for the duration of the existence of possible legal claims concerning the contractual relationship or the corresponding regulatory requirements.

With regard to the data stored by CEGH, you have the right to information, correction, deletion, restriction, data portability, as well as revocation and objection at any time. Possible consequences of not providing the necessary data are that e.g. the use of the CEGH Gas Storage Marketing Platform is not or only to a limited extent possible.

Your consent to data processing can be revoked at any time, indicating that data processing remains legal until the time of your withdrawal.

If you believe that the processing of your data violates data protection law or if your data protection claims have otherwise been violated in any way, you can lodge a complaint with the supervisory authority. In Austria, this is the data protection authority.

You are welcome to contact Mrs. Mag. Susanne Neunteufl, +43 1 270 2700 - 28516, susanne.neunteufl@gashub.at at any time for data protection questions or for more information.
