



Terms of Use for the Client Web Service
of GRTgaz Deutschland GmbH

28 November 2018

Sec. 1 Subject Matter and Users

- (1) GRTgaz Deutschland GmbH (**'GRTgaz D'**) is a transmission system operator in the market area of NetConnect Germany. GRTgaz D enables its shippers (**'Clients'**, together with GRTgaz D the **'Parties'**) to use a web service (**'Client Web Service'**) to view client-specific energy data online and to transfer to GRTgaz D nominations for balancing group contracts concluded with NCG GmbH & Co. KG.
- (2) The Client Web Service can be used by registered natural persons affiliated with and nominated by Client (**'User'**). GRTgaz D may limit access to certain features of the Client Web Service to approved Users; GRTgaz D can refuse approval without giving reason.
- (3) Use of the Client Web Service requires acceptance of and is subject to these ToU by Client. Client ensures compliance of its Users with these Terms of Use (**'ToU'**).
- (4) For the purposes of these ToU and the use of the Client Web Service, User is considered Client's legal representative.

Sec. 2 Priorities

- (1) These ToU shall prevail over any deviating, conflicting, or contrasting General Terms of Business of the Client, even in the event of awareness of those, unless their application is expressly agreed.
- (2) In the event of deviations and/or contradictions between the provisions of these ToU and the General Terms and Conditions (entry/exit system) of GRTgaz Deutschland (**'Transport Conditions'**), the provisions of the Transport Conditions shall prevail.

Sec. 3 Operationality of Client Web Service

- (1) GRTgaz D may interrupt or terminate the operation of the Client Web Service at any time without giving reason.
- (2) GRTgaz D is not responsible for the contents of linked third party websites. Criminal and civil law responsibilities lie with the respective provider.
- (3) GRTgaz D is not liable for any malfunction, downtime, interruption, safety compromise or other impairment of the proper functioning of the Client Web Service, nor for any such impairment of User's or Client's computer systems. Statutory rules apply to damage resulting from gross negligence or intent, or from harm to life, limb or health.

Sec. 4 Duty of Care

- (1) Access to the Client Web Service requires submission of authentication data. User shall keep User ID and associated password confidential. GRTgaz D advises that knowledge of User ID and password enables anyone to act on behalf of User, and thus on behalf of

Client. Client shall notify GRTgaz D of departures of Users from its company or Users' change of internal responsibilities.

- (2) If User or Client know or suspects that User's password has come to the attention of an unauthorized third party, or that someone has used User's ID password without authorization, they shall notify GRTgaz D without delay. GRTgaz D shall then block the old password and issue a new one.
- (3) User shall notify GRTgaz D of any malfunctions. User shall not interfere with the systems of the Client Web Service. Client shall ensure that no malware from its computer systems infects the Client Web Portal or impairs its functioning in other ways.
- (4) Client shall complete a communications test with GRTgaz D in accordance with the Transport Conditions before using the Client Web Service for capacity nominations.
- (5) Nominations should usually be transferred directly via the AS4 backend system. GRTgaz D advises that submissions to the Client Web Portal do not guarantee transmission and receipt by GRTgaz D.
- (6) If a Client's failure to comply with these ToU warrants third-party claims against GRTgaz D, said Client shall indemnify GRTgaz D from any liability.

Sec. 5 Copyright

Design and certain contents of the Client Web Service are protected by copyright. Duplication of information or data, including but not limited to the use of texts, parts of texts, or graphical material is subject to prior approval by GRTgaz D. Press releases of GRTgaz D are exempt from this provision.

Sec. 6 Confidentiality

- (1) Each Party shall keep any trade or business secret obtained from the other Party through use of the Client Web Service (**'Confidential Information'**) confidential. Confidential Information may be used solely for the provision of the service or for its use for the purposes set out in Sec. 1(1).
- (2) Each Party may disclose Confidential Information
 - a) upon prior written consent of the other Party,
 - b) to affiliated enterprises within the meaning of sec. 15 Stock Corporation Act (**'AktG'**) if subjected to the same confidentiality obligations as the disclosing Party,
 - c) to its representatives, advisors, consultants, banks and insurance companies if and to the extent that such disclosure is required for the proper performance of contractual obligations and confidentiality of said third parties is secured by contract or statutory obligation; or

- d) if and to the extent that, by the time of disclosure, it has already been lawfully disclosed to the receiving third party, is already public knowledge, or is required to be disclosed by law, judicial or government order, or by a request of a regulatory authority.

Sec. 7 Termination of Service and Amendment of ToU

- (1) GRTgaz D may alter or amend these ToU at any time. The altered or amended ToU shall come into effect 2 weeks after their publication on the GRTgaz D website. By continuing use of the Client Web Service after this period, Client accepts the altered or amended ToU.
- (2) Subject to the provisions of the Energy Management Act ('**EnWG**'), GRTgaz D may block individual Clients or Users from access to or cease the entire operation of the Client Web Service at any time without notice and without giving reason.

Sec. 8 Applicable Law

The registration and use of the Client Web Service shall be governed by German law with the exclusion of the conflict of laws and the international agreements included into the law of the Federal Republic of Germany, unless mandatory law provides otherwise.

Sec. 9 Prevailing Language

Only the German version of the ToU shall be authoritative.