

## **Special Terms and Conditions of European Energy Exchange AG for Internal Use of EEX Group DataSource Services**

as of: 01 October 2018

### **1. Conclusion of the Contract**

- 1.1 The offer shall be submitted by placing an order for the respective DataSource Product in the DataSource Webshop and clicking on the “Order with costs” button. The contract shall come into existence when EEX AG accepts such an offer and sends the appropriate confirmation to the Orderer. If such confirmation is not provided, the contract shall nevertheless be deemed concluded if the Orderer can use the DataSource Products.
- 1.2 EEX AG may reject the Orderer’s offer without giving reasons. EEX AG will reject the Orderer’s offer in all cases if the compulsory particulars concerning the Orderer’s company or the company for whom the Orderer operates have not been provided.
- 1.3 Although a standard form is used for placing the order, an individual contract shall come into existence regarding every respective DataSource Product.
- 1.4 Besides these **Special Terms and Conditions of European Energy Exchange AG for Internal Use of EEX Group DataSource Services**, the **General Terms and Conditions of European Energy Exchange AG for EEX Group DataSource Services** shall apply.

### **2. Scope of the Right of Use**

- 2.1 The Orderer shall be entitled to use, store and process the booked DataSource Products in any form and way, but only for its own purposes. Any passing on to third parties in either unprocessed or Processed Form shall be prohibited.
- 2.2 Any dissemination, publication and other commercial use of the data shall not be permitted. The right to use the information shall not be transferable.

### **3. Termination of the Contract**

- 3.1 The termination of any contract concerning a booked DataSource Product by the Orderer shall be possible only in the log-in area of the DataSource web shop. If several DataSource Products have been booked, i.e. several contracts concluded, each contract must be terminated separately.
- 3.2 The contract for the two-month subscription shall be limited to two months. The term shall commence on the day following placement of the order and shall end upon expiry of the weekday the name of which is equivalent to the day on which the order was placed. An ordinary termination of the two-month subscription shall not be possible.
- 3.3 The notice of termination by EEX AG shall be provided by e-mail to the e-mail address recorded in the log-in area of the DataSource Webshop. In the case of the permanent undeliverability or

refusal of acceptance of the DataSource Products or the communication directed to them by the Customer, EEX AG shall be entitled, at its own discretion, to discontinue the affected service or to terminate the contractual relationship without notice. The discontinuation of the affected service for the aforementioned reasons or corresponding termination of the contractual relationship for good cause shall not be a waiver of the receivable, neither in whole nor in part, by EEX. EEX explicitly reserves the right to continue to claim the receivable and/or damages in such cases.