

## Terms of Use for the Energy Scan Platform

*As of 1<sup>st</sup> of October 2022*

Welcome to the Energy Scan platform, available at <https://app.energyscan.engie.com> (hereinafter, the “**Platform**” or “Energy Scan”).

These Terms of Use (together with the documents and policies referred to in it) tell You the terms and conditions under which We allow You to access and use the Platform. Please read these Terms of Use carefully.

The Platform is published by ENGIE Global Markets SAS (hereinafter, “**EGM**” or “**ENGIE**”), a French Société Anonyme, with its registered office at 1 place Samuel de Champlain, 92400 Courbevoie, France, registered with the Trade and Companies Register of Nanterre under number 437.982.937.

**By using the Platform, You agree to be bound the these Terms of Use. If You do not agree with These Terms of Use, You must refrain from using the Platform.**

The terms “**We**” or “**Our**” or “**Us**” refer to EGM/ENGIE. The terms “**You**” or “**Your**” refer to the Customer and/or its Authorised User using the Platform. Engie and the Customer and/or its Authorised User refer to “Parties”.

### 1. Definitions

In these Terms of Use, the terms listed below shall have the following meaning where the first letter is capitalised, whether used in the singular or plural:

- “**Account**” refers to the Administrator Account(s) or the User Account(s), as applicable;
- “**Administrator**” refers to the employee(s) authorised by the Customer to access the Administrator Account(s);
- “**Administrator Account**” refers to the account created by ENGIE for the Customer Administrator(s) allowing them to manage the User Accounts on the Platform in cooperation with ENGIE (including requests for the creation or deletion of User Accounts, access management, etc.);
- “**Agreement**” refers to the Data Service Agreement signed by ENGIE with the Customer, that provides for the conditions under which the Customer and its Authorised Users my access and use the Platform;
- “**Authorised User**” refers to any natural person and/or employee of the Customer and/or any third-party provider acting in the name and on behalf of the Customer, who has the Customer’s permission to access the Platform and to use it strictly for professional purposes using an User

Account in compliance with the terms and conditions laid down in the Agreement and in these Terms of Use;

- **“Chat Function”** means the chat function made available on the Platform enabling the Customer to ask more specific questions to the EGM Economic research team in relation to the Provider Content;
- **“Customer”** refers to the legal entity with which ENGIE has entered into an Agreement for the use of this Platform;
- **“Credentials”** refers to the login credentials of the Administrators and/or Authorised Users of the Customer in accordance with these Terms of Use;
- **“Data Protection Law”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”), and all relevant local laws relating to the protection of personal data;
- **“Effective Date”** means the date of signature of the Agreement by the parties;
- **“Fee”** means the annual fee payable by the Customer for the Services as set out in the Agreement;
- **“Provider Content”** means any content and materials, including images, data, information, knowledge, charts or presentations made available by ENGIE to the Customer through the Service;
- **“Platform”** means the Energy Scan platform, owned and operated by ENGIE, including all its functionalities and any and all updates and upgrades thereto, available at <https://app.energyscan.engie.com> (or any other website mentioned by ENGIE from time to time), including the Platform Content;
- **“Reports”** means the macro-economic research reports made available in PDF format by the ENGIE to the Customer on the Platform;
- **“Service”** refers to the access to one or more of the following functionalities via the Platforms: Reports, the Chat Function, consult data on energy markets and build their own dashboard, subscribe to newsletters, and/or attend webinar sessions;
- **“User Account”** refers to a personal account created by ENGIE, at the request of the Administrator for each of the Authorised User, to access and use the Platform;
- **“Terms of Use”** refers to these terms of use for the Platform;

- **“Third-party Websites”** refers to all third-party products, applications, services, software, networks, systems, directories, solutions and information which the Platform may connect to, or enable use of in conjunction with the Platform, as part of the Service.

## **2. Purpose**

2.1. *Purpose.* We operate the Platform and provide You the Service under the conditions set out under these Terms of Use.

2.2. *Functionalities of the Platform.* Each Authorized User is allowed through the Platform, to access and subscribe one or more of the functionalities depending on the rights of access granted by the User Accounts in accordance of the permitted use set forth in these Terms of Use.

## **3. Duration**

These Terms of Use shall apply:

- To the Customer upon signing the Agreement; and,
- To the Authorised Users upon acceptance when they first log in to the Platform.

Access to the Service is provided on a subscription basis for a set term of twelve (12) months, and shall become effective upon the signature of the Agreement.

These Terms of Use shall remain in force for the duration of the Agreement, subject to the provisions of article *‘Modification and suspension of the Platform’* hereof. Nevertheless, and the obligations set forth under articles *Intellectual Property, Disclaimers of warranties and liability, Indemnification, Confidentiality, Suspension and Termination of access, Applicable law and Dispute Resolution* shall survive expiration or termination, whatever the cause.

## **4. Access to the Platform and management of Credentials**

4.1. Your access to and Your use of the Platform shall be governed by and be subject to these Terms of Use and the provisions of the applicable Agreement.

4.2. Upon first logging in to the Platform, Your Administrators and Your Authorised Users (“They”) are asked to read these Terms of Use and click on either the **“Accept”** or **“Refuse”** buttons for this purpose. By clicking **“Accept”**, They acknowledge on Your behalf and based on the Agreement that You have read and agreed to all the provisions of these Terms of Use, which You undertake to comply with fully. If You do not accept these Terms of Use, They will not be able to access and use the Platform.

4.3. To access the Platform, ENGIE will provide You with a link to customise Your Credentials, including passwords. The Customer’s Administrator(s) will then be able to submit requests for the creation of User Accounts to ENGIE via the Platform. When an Administrator has sent a request to ENGIE, an activation email will be sent to the Authorised User concerned, asking him or her to change his or her password upon first login to the Platform. The Authorised Users may have more or less extensive rights of access to the functionalities of the Platform, depending on their User Account, in accordance with the instructions given by the Administrators to ENGIE in the requests to open the User Accounts.

4.4. The Customer and its Administrators shall be responsible for the requests for creation, for changes to the User Accounts, for the use of Credentials by Authorised Users and for the management of access permissions and associated rights.

4.5. The Customer and/or Your Administrator must inform<sup>1</sup> ENGIE of any change to an User Account, particularly when the natural persons permitted to access the Platform as Authorised Users, are no longer Customer's staff members, as soon as possible and no more than 48 hours after the date on which the Customer becomes aware of any such change.

4.6. The Customer must inform<sup>2</sup> ENGIE of any change to an Administrator, particularly when the natural persons permitted to access the Platform as Administrator is no longer Customer's staff member, as soon as possible and no more than 48 hours after the date on which the Customer becomes aware of any such change.

4.7. The Credentials are personal and confidential. Accordingly, You are responsible for keeping Your Credentials confidential and for all Your Administrator Account and User Account activity. You must not divulge Your Credentials to any third party. You must prevent any unauthorised access to or use of the Platform. You must promptly inform ENGIE of any unauthorised 1/access to and/or use of, 2/copying, or 3/distribution of data of the Platform and/or the Credentials, whether potential or proven, or more generally in the event of a security breach in this regard, no more than one (1) working day after the date on which You have knowledge, or should reasonably have had knowledge, of such a breach, and You undertake to use all appropriate means to remedy it.

4.8. You and/or Your Administrators and Your Authorised Users must choose a unique password that complies with the applicable security standards for each Administrator Account and User Account.

4.9. Accordingly, the Customer is solely responsible for the use it makes, and/or its Administrators/ Authorised Users make, of the Credentials and the Platform more generally, and for ensuring that it and its Administrators and/or Authorised Users comply with these Terms of Use.

4.10. You must obey all applicable laws and regulations when using the Platform.

## **5. Right to access and use the Platform**

5.1. Access to and/or use of the Platform shall not under any circumstances constitute recognition of any right of any kind and, more generally, shall not confer on the Customer and/or its Administrators and/or Authorised Users any intellectual property right over the Platform or any of its features.

5.2. Subject to Your compliance with these Terms of Use, We grant You a non-exclusive, non-assignable and non-transferable (including by means of a sublicence) right to access and use the Platform for the duration of the Agreement. You may only access and use the Platform in accordance with its intended purpose under these Terms of Use & the Agreement and solely for the internal professional needs of the Customer.

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<sup>1</sup> By email to [energyscan.gem@engie.com](mailto:energyscan.gem@engie.com)

<sup>2</sup> By email to [energyscan.gem@engie.com](mailto:energyscan.gem@engie.com)

5.3. You may access and display the information made available on the Platform on a computer screen, print individual pages or save these pages in electronic format on a storage space not connected to any network. The information published on the Platform may not be sold, resold, broadcast, retransmitted or redistributed, in whole or in part, to third parties in any format without the express written consent of ENGIE. Broadcast and redistribution includes, but is not limited to, the disclosure of this information via the Internet or any other electronic means of communication.

## **6. Platform usage restrictions**

6.1. You must not attempt to interfere with or compromise the integrity and security of the Platform.

6.2. Except where permitted by applicable laws or regulations and where it cannot be excluded by agreement between the parties, You must not:

- copy, modify, alter, adapt, delete, duplicate, reproduce, create derivative works from, republish, upload, display, transmit and/or distribute all or part of the Platform and/or its content in any form or medium whatsoever or by any means whatsoever; or,
- attempt to decompile, disassemble, reverse engineer, translate, otherwise discover the source code of any software making up the Platform, and/or in any other way reduce to a form perceptible to humans all or part of the Platform; or,
- access all or part of the Platform in order to develop a product or service in competition with the Platform; or,
- use the Platform for purposes other than those explicitly set out in these Terms of Use or in any way prohibited by a law or regulation; or,
- use the Platform and/or the Service to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; or,
- use the Platform to provide third parties with services similar to those provided on the Platform or associated with the Platform (including, in particular, consulting, training, assistance, support, maintenance, outsourcing, service desk, configuration or development services); or,
- correct errors, faults or any other Platform defect; or,
- use the Platform to infringe our rights or the rights of others; or,
- use the Platform in any manner that interferes with, or disrupts the integrity or performance of the Service and its components; or,
- license, sublicense, sell, rent, transfer, assign, display, divulge, distribute, broadcast, commercially exploit or otherwise make available the Platform or Service to any third party; or,
- access without authorisation, interfere with, damage or disrupt any part of the Platform or hardware or network on which 1/the Platform is stored and/or 2/ Platform's related systems or networks; or,
- use the Platform to post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; or,
- not impersonate another user or provide false identity information to gain access to or use the Service and/or the Platform; or,
- delete or modify the brand, logo or any other distinctive sign of ENGIE contained in the Platform; or,
- use the Platform in breach of these Terms of Use.

## **7. Intellectual property**

7.1. You acknowledge and accept that ENGIE is and remains the owner of all rights (including all intellectual property rights) associated with the Platform, as well as all its features (including, but not limited to, all text, graphics, images, logos, names, brands, signs, designations, sounds, photographs, videos, designs, data, databases and software) and associated documentation, made available to You under the use of the Platform, the Agreement and/or these Terms of Use (“**ENGIE Features**”).

7.2. With the exception of the limited rights expressly granted to You under Article ‘*Right to access and use the Platform*’ of these Terms of Use, You shall hold no intellectual property right and/or any other right or licence over or associated with the Platform or ENGIE Features.

## **8. Third-party Websites**

8.1. The Platform may contain links to or call Third-party Websites that are outside of ENGIE’s control.

8.2. ENGIE is not responsible and is not liable in any manner, and ENGIE offers no warranty, express or implied, for the information, content, availability, level of performance or other products or services contained on or accessible via the Platforms and/or Third-party Websites.

## **9. Disclaimers of warranty and liability**

9.1. ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) offers no warranty of any kind concerning the Platform, whether concerning the content appearing on the Platform, the media or information submitted via the Platform or the functions made accessible by the software used on the Platform or that are accessed via the Platform. You accept that You use the Platform entirely at Your own risk.

9.2. The Platform and all its features are made available to the Customer and its Administrators and/or Authorised Users on an “as is” basis. ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) offers no guarantee to Customers or their Administrators and/or Authorised Users that access to the Platform or a part thereof, or the availability of its content, will be uninterrupted and free from defects.

9.3. The service made available via the Platform may be interrupted for the purpose of maintenance or owing to computer problems, interruption or malfunction of the Internet service, failure of any receiving equipment or lines of communication, or other unforeseen circumstances. ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) cannot be held liable for any delay or problems using the Platform.

9.4. ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) offers no guarantee concerning the security of the Platform, including as regards the ability of unauthorised persons to intercept or access content on the Platform. Furthermore, ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) disclaims all warranties, express and implied, including, but not limited to, all warranties against the infringement of the rights of third parties, warranties regarding reliability, accuracy or performance of the Platform and information contained therein, marketable quality or suitability for a particular use.

9.5. Nothing in these Terms of Use exclude either Party's liability for:

- a) death or personal injury caused by that Party's negligence; or
- b) fraud or fraudulent misrepresentation; or,
- c) any other liability that cannot be limited by law.

9.6. ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) shall not be liable to You, Your Administrators and/or Your Authorised Users or any third party, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, or otherwise, for any harm, claim, expense, loss or damage of any kind (including loss of data), arising in connection or associated with any use or failure to use the Platform and/or any use of the content or information contained therein, including, without limitation, any direct, indirect, consequential, incidental, or special damages, expenses or losses, loss of any profit, goodwill or reputation, losses of business, losses resulting from an interruption of the Platform, loss of data, disclosure of confidential documents or an increase in the costs of accessing and processing the information arising out of, or in connection with Your use or inability to use the Platform, the access of, use of, performance of, browsing in or linking to other sites from the Platform or in connection with any error, omission, defect, computer virus or system failure, and including, in particular, those resulting from transactions carried out on the basis of information displayed on the Platform, regardless of whether We have been apprised of the likelihood of such damages occurring.

9.7. In no circumstances shall ENGIE (including its parent company, branches, subsidiaries, affiliates, directors, employees, advisers or agents) be liable *via-à-vis* the Customer, the Administrators and/or Authorised Users or any third party for direct or indirect damage resulting from the transmission via the Platform by a third party of any virus that may infect their computer system upon logging in to, using or browsing the Platform. In this regard, the Customer and the Administrators and/or Authorised Users acknowledge that it is their responsibility to install the appropriate anti-virus and security software on their computer hardware and any other device in order to protect against any bug, virus or anything else that may cause harm.

9.8. These Terms of Use shall exclusively govern Your relationship with Engie regarding the provision of, and Your Access and Use of, the Platform as well as the Parties' respective obligations and liabilities relating thereto; and nothing in this clause is intended to, or shall, affect or interfere with the provisions of the Agreement.

## **10. Modification and suspension of the Platform**

10.1. ENGIE may, at its sole discretion, update and modify any feature or content of the Platform.

10.2. ENGIE reserves the right to suspend all or part of the Platform for commercial and/or operational reasons. Where applicable, We will make every effort to give You notice within a reasonable time frame.

## **11. Suspension and termination of access**

11.1. Without prejudice to any further remedy or compensation it may pursue, ENGIE reserves the right, without notice and at any time, to refuse to make available or to limit, suspend or terminate access and use of all or part of the Platform and to take technical and legal measures to prevent the Customer and its Administrators, Authorised Users from accessing the Platform in the event of 1/ a breach of these Terms of Use, the Agreement or any applicable law or regulation, or where required by any applicable law

or regulation and/or by a judicial, administrative or government authority; and in addition, 2/ if ENGIE detects or suspects any security threat related to Your Account and/or Administrators & Authorized Users' login profiles, and/or use of the Service and/or access to the Platform by the You.

11.2. Your access to the Platform will be withdrawn upon the expiry or termination of the, the Agreement or under the circumstances provided for in these Terms of Use. The Customer acknowledges and accepts that, from the date of expiry or termination of the Agreement, ENGIE will deactivate the Credentials of the Customer and its Administrators, Authorised Users, and all the Administrator Account or User Accounts(s) associated therewith.

## **12. Confidentiality**

12.1. Unless the parties expressly agree otherwise, both parties undertake to keep the information supplied by the other party during use of the Platform confidential vis-à-vis all third parties, with the exception for the Customer of its consumption/usage data. Within the meaning of this article, all information of any kind, whether technical, financial, commercial or accounting, all data, study(ies), audit(s), know-how or experience(s) shared via the Platform or contained in the Platform shall be regarded as confidential.

12.2. The parties shall not be responsible for the disclosure of information if it:

- a. is in or enters the public domain other than as a result of an infringement of paragraph 12.1 above; or
- b. was lawfully obtained from other sources not bound by an obligation of confidentiality vis-à-vis the party that initially supplied the information in question; or
- c. must be disclosed to a third party by the peremptory effect of a regulation, court decision or a decision of a competent public authority. In such cases, the parties should attempt to prevent or limit disclosure and should inform the other party in accordance with paragraph 12.4; or
- d. is disclosed to the parties' respective insurers or lawyers.

12.3. Furthermore, the Customer and its Administrators and its Authorised Users acknowledge that ENGIE may transmit certain information to entities in its group insofar as such information is necessary to make the Platform available and/or to provide the services ordered under the Agreement.

12.4. Except in cases c) and d) above, the Party disclosing the information under this article shall inform the other party no later than ten (10) calendar days before disclosure.

12.5. This obligation of confidentiality shall bind the parties from the date of acceptance of these Terms of Use and up to three years after the use of the Platform ceases for any reason.

## **13. Personal data protection**

13.1. While using the Platform, ENGIE will process some of Your personal data in its capacity as the data controller, in the manner and for the purposes set out in the Privacy Policy available at the following address: <https://gems.engie.com/privacy-policy/>



13.2. Please read the ENGIE Privacy Policy for information on how We process Your personal data and how to exercise Your rights.

#### **14. Use of Cookies.**

ENGIE uses cookies on the Platform. For further information about how ENGIE uses cookies on the Platform, please read the applicable Cookies Policy accessible at <https://gems.engie.com/cookies-policy/>

#### **15. Recovery of data**

On the date of expiry or termination of the Agreement for any reason whatsoever, ENGIE shall permit the Customer to recover all the information contained on the Platform under the conditions described below. ENGIE undertakes:

- to maintain access to the Platform for the Customer and its Administrator(s) for 15 days after the expiry or termination of the Agreement to allow them to recover all their information by using the export function available on the Platform.
- At the end of the above mentioned period, 1/ ENGIE will withdraw access to the Platform. And, 2/ ENGIE will delete all data belonging to You on the Platform.

#### **16. Changes to these Terms of Use**

16.1. ENGIE reserves the right to change all or part of these Terms of Use at any time. If it does so, Your Administrator and Authorised User will be informed when They next log in to the Platform, and They will be asked to read the amended Terms of Use via a dedicated module and to accept or refuse these new Terms of Use by clicking on “Accept” or “Refuse”, as applicable. When They click “Accept”, You accept all these changes. If You do not accept the revised Terms of Use, You will no longer be able to access or use the Platform.

16.2. You can consult the applicable version of the Terms of Use at any time in the relevant tab on the Platform.

**17. Prevailing Document.** In the event of a conflict between provisions of these Terms of Use and those of the applicable the Agreement, the provisions of these Terms of Use shall prevail to the extent of the conflict.

**18. Support.** For any question relating to the use of the Platform or these Terms of Use, You can contact Your usual ENGIE contact person or send an email to [wattson@engie.com](mailto:wattson@engie.com).

**19. Applicable law and dispute resolution.** These Terms of Use and any dispute or claim arising out of, or in connection with it will be governed, construed and enforced in all respects in accordance with the laws of France, irrespective of conflict of laws rules. Any controversy or claim arising out of, or related to these Terms of Use shall be brought exclusively before the commercial Court of Paris (Tribunal de Commerce), should the Parties fail to resolve any such controversy or claim amicably or using mediation.