

TERMS AND CONDITIONS OF THE INSIDE INFORMATION PLATFORM (IIP)

IIP is a Webware's platform that allows market participants with an ACER code to comply with Regulation (EU) No. 1227/2011 (REMIT), with particular reference to Article 4, which calls on market participants to disclose in an effective and timely manner the inside information that they hold "in respect of business or facilities which the market participant concerned, or its parent undertaking or related undertaking, owns or controls or for whose operational matters that market participant or undertaking is responsible, either in whole or in part".

Your use of the Website <https://inside-information.de> implies your implicit acceptance of the following general terms and conditions ("Terms and Conditions"). Before using the Website and the information, data and, in general, information content published on it, the User must carefully read and understand the General Terms and Conditions.

Detailed technical requirements and description of the service shall be provided by the Service Provider at the Customer's request.

Unless the context of these Terms and Conditions stipulates otherwise, words in the plural shall also cover words in the singular and vice versa. Similarly, masculine words shall mean feminine nouns and vice versa, while words that refer to entities shall cover both natural and legal entities.

Webware offers regulatory reporting Service to energy market participants enabling publishing and receiving urgent market messages in accordance with the REMIT article 4.

The published messages will also be made available in a read-only mode on the Webware REMIT Inside Information Platform and by other means.

These General Terms shall govern the provision and use of the Service.

Definitions:

Account – a personalised page for each User for the purposes of the publication and update of Messages.

ACER – Agency for Cooperation of Energy Regulators - an EU agency based in Ljubljana, established by Regulation 7/13/2009 of the European Parliament and of the Council of 13 July 2009.

Administrator – a person acting under the authority of the Service Provider, responsible for the technical operation of the Platform, including granting rights to Users.

Agreement – an agreement (including these General Terms and Conditions) between the Parties for the provision of Inside Information reporting service on the Platform, that is entered into between Webware and the User when (i) the User uses the relevant Service or, (ii) if relevant, when Webware approves the User's signed application form for a Service (whichever is the earlier).

Application – an application submitted by a Market Participant for access to the Platform.

Customer – a Market Participant that has been given, under the Agreement, the possibility of publishing Messages on the IIP.

Customer Support – Webware's manually operated support service which can be reached at such contact details as are set out on the Webware Website.

Contact Person – a natural person who shall be authorised to represent the User in relation to the Agreement or an individual Service.

Force Majeure (superior power) – defined in clause 13.

Form – a form used to enter the content of a Message to be published on the Platform, placed in the User Account and available after logging in.

Inside Information – information which is subject to publication under Article 4(1) of the REMIT Regulation.

Market Participant – participant of the wholesale energy market in accordance with the definition of Article 2(7) REMIT.

Message, Urgent Market Message – Inside Information published on the Platform.

MoP (the manual of a procedure on transaction and fundamental data reporting) – the manual of the procedure issued by the ACER in accordance with the Implementing Regulation, which sets procedures, standards and e-data formats for reporting of information in accordance with the REMIT Regulation. The date of the first issue: 7 January 2015. The MoP version referred to in this Terms and Conditions includes all further amendments, supplements and (or) adjustments to the Manual of the Procedure wholly or in part.

Party – either Service Provider (Webware) or the User/Customer. "Parties" shall be construed accordingly.

Platform – the specialised Inside Information Platform managed by the Service Provider for administrating information related to User’s account, performing certain communications with wetware and publication of Urgent Market Messages, in accordance with ACER’s requirements insofar as it does not conflict with the Agreement.

REMIT – Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.

Service – the service of publication the Messages on the Platform.

Service Period – the period between the Service start date, as specified for each Service, and the date on which the Service effectively terminates.

Service Provider – Webware Internet Solutions GmbH.

User – a Customer's representative indicated in the Agreement, authorized to publish Messages on behalf of the Customer, for which an individual login and password has been assigned by the Platform Administrator.

User Data – all and any data related to the User, information and documents within the scope of application of the REMIT Regulation that is subject to mandatory delivery to the ACER and (or) the Service Provider and (or) mandatory disclosure by the User in accordance with these Terms and Conditions or in relation to the fulfilment thereof and (or) delivery of the Service.

Visitor – any person who enters the Platform's website and reads the content of Messages.

Website – the service of publication of Messages on the Platform. Detailed technical requirements and description of the service shall be provided by the Service Provider at the Customer’s request.

Webware – means Webware Internet Solutions GmbH, a German limited liability company with corporate registration number DE27924713 (Germany), and with its registered business address at Teichstraße 14 - 16, 34130 Kassel, Germany.

Working Hours – Monday to Friday between 09:00 and 17:00 CET.

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|---|----|
| <i>1 – PARTIES</i> | 5 |
| <i>2 – SCOPE</i> | 5 |
| <i>3 – SERVICE</i> | 5 |
| <i>4 – REGISTRATION</i> | 5 |
| <i>5 – INTELLECTUAL PROPERTY</i> | 6 |
| <i>6 – LICENSE</i> | 7 |
| <i>7 – RIGHTS AND OBLIGATIONS OF USER</i> | 7 |
| <i>8 – WEBWARE’S RIGHTS AND OBLIGATIONS</i> | 8 |
| <i>9 – TOOLS OF THE SERVICE PROVIDER AND DELIVERY OF DATA / INFORMATION TO THE CUSTOMER</i> | 9 |
| <i>10 – UNAUTHORISED USES</i> | 9 |
| <i>11 – TRUTHFULNESS, ACCURACY, COMPLETENESS AND UPDATING OF THE PUBLISHED DATA</i> | 10 |
| <i>12 – ACCURACY OF OTHER DATA</i> | 10 |
| <i>13 – FORCE MAJEURE</i> | 11 |
| <i>14 – CANCELLATION OF THE AGREEMENT</i> | 11 |
| <i>15 – SUSPENSION OF SERVICE</i> | 12 |
| <i>16 – DISCLAIMER OF WARRANTY</i> | 12 |
| <i>17 – SOLICITATION OF INVESTMENT</i> | 12 |
| <i>18 – TRADEMARKS</i> | 12 |
| <i>20 – AMENDMENTS</i> | 12 |
| <i>21 – PROCESSING PERSONAL DATA VIA INTERNET</i> | 13 |
| <i>22 – CONFIDENTIALITY</i> | 13 |
| <i>23 – FEES, INVOICING AND PAYMENT</i> | 14 |
| <i>24 – CONTACT</i> | 14 |
| <i>25 – LAW AND JURISDICTION</i> | 14 |

1 – PARTIES

These General Terms and Conditions are valid between Webware Internet Solutions GmbH, registered at Teichstraße 14 - 16, 34130 Kassel, Germany, VAT ID number. DE279247134 (Webware) and the individual User of the Website and Protected Content as defined below (whether natural or legal person) who acts on his/her own behalf and/or on behalf of the organisation he/she represents (User).

2 – SCOPE

These General Terms and Conditions govern User's access to the Website and the content stored there, including via RSS feeds, free of charge and for an unlimited period of time, subject to the terms and limitations set out below. Service Provider offers a Service to the Customer, who, in accordance with REMIT Regulations, is obliged to report Inside Information, provided that the Customer, on the basis of these Terms and Conditions, hires a Service Provider to report this information and agrees to pay a price to the Service Provider as indicated in the appendix provided on demand.

3 – SERVICE

3.1. The Service Provider performs the service of publishing Urgent Market Messages in accordance with the requirements of REMIT and ACER.

3.2. The Service is provided on an ongoing basis, except for the time required by the Service Provider to carry out maintenance work.

4 – REGISTRATION

4.1. The Customer of the Platform may become any Market Participant who is obliged to report Inside Information in accordance with Article 4(1) REMIT.

4.2. Market Participant shall submit an Application Form which is available on the Platform's Website.

4.3. The Service Provider of the Platform shall consider an Application from a Market Participant within 3 working days of its receipt at the Service Provider's legal address.

4.4. In case of objections to the contents of the application, the Platform's Service Provider informs the Market Participant of the comments to the Application by e-mail to the address specified in the Application.

4.5. After acceptance of an Application and signing the Agreement, Service Provider gives User login and password for access to the Account, which are sent respectively by e-mail to address of User specified in the Application.

4.6 Access to the Account is provided only to persons specified by User in Application and Agreement.

5 – INTELLECTUAL PROPERTY

5.1. User acknowledges and agrees that all content on the Website, including but not limited to copyrights, databases (whether protected by law or not), trademarks and designs published on the Website, and the Website itself, are the exclusive property or licence of the Website, or are the exclusive property of third parties, credited as the provider of content, and in any case are protected by national laws and international conventions on intellectual property and third party rights. Any use of content stored on or made available through such Website, except as specifically stated in these General Terms and Conditions, is strictly prohibited.

5.2. The User may download, store and use the content on the Website for analysis or research purposes, provided that all trademark, copyright and other proprietary notices remain intact. The User may not republish, retransmit, distribute or otherwise make the contents of the Website available to any other party or make the same available on any website, online service or bulletin board of the User or any other party, or in hard copy of any other medium without the express written consent of the Service.

5.3. The Website guarantees to the User that it possesses all intellectual property rights necessary for the performance of the Service, as well as for the User's access and use of the Website in accordance with the Terms and Conditions.

5.4. The User shall immediately forward to the Service Provider all the User's Data as well as other information which is not available to the Service Provider and which is necessary to ensure complete, accurate and timely provision of the Service in accordance with the REMIT Regulations and the latest standards and guidelines set by ACER.

5.5. The Service Provider shall not be responsible or liable for information that has not been directly disclosed by the User and/or any other information that has not been directly reported by the User to ACER, that has been transferred to the Service Provider and that has been added to the Platform information in accordance with Annex VII of the MoP.

5.6. When delivering a Service, the Service Provider has the right to publish/use Inside Information and/or User's Data without additional data verification, regardless of whether this information and/or data was provided by the User himself or by another person acting on behalf of the Customer, which is considered as the data source.

5.7. In accordance with the requirements of the REMIT Regulations, the User shall take the measures necessary to ensure the completeness, accuracy and efficiency of the relevant User's Inside Information as reported by the Service Provider to ACER. If User discovers an error in the Inside Information, he shall immediately inform the Service Provider.

5.8. In accordance with these Terms and Conditions, any data, including User's Data, reported by the Parties to each other shall be used only for the purposes specified in the Terms and Conditions and may not be used otherwise, unless the Party providing the data gives its prior written consent. Any data, information and documents, as well as all relevant intellectual property rights shall remain the property of the Party providing the information, and the receiving Party shall not acquire any other rights to such data, information or documents, unless otherwise provided in these Terms and Conditions.

5.9. Unless otherwise expressly stipulated in these Terms and Conditions, any Party receiving data, information or documents, including the User's Data, is obliged to protect such data, information and documents from illegal use and disclosure to third parties, unless the Party providing the information consents to it.

6 – LICENSE

Access to the Website and its content, even through an RSS feed, implies that the Website solely grants the User a personal, free, non-exclusive, non-transferable, non-sublicensable license, limited to the right to view and use the Website and content only for information purposes. This license may be revoked, in whole or in part, at any time and in Webware's sole discretion without prior notice. In any case, the legal use of content by the User must be indicated by the source of the content (i.e. "Source: Inside Information Platform managed by Webware Internet Solutions GmbH").

7 – RIGHTS AND OBLIGATIONS OF USER

7.1. The User is granted a non-exclusive and non-transferable right to access and use the relevant Website in respect of the Service, subject to payment of relevant fees in accordance with the Agreement.

7.2. The User is fully responsible for:

- (a) the availability, functionality, operation and use of all other means necessary to access and use the Website, including any telecommunication lines, hardware, operating platforms and other software;
- (b) correctness, completeness, timeliness, and format of User Data and any other information required to perform the Service, as well as compliance of such information with the requirements for the Service;
- (c) any legal agreements, such as registration, authorisation, licenses, agreements, individual identification data or similar documents between the User and third parties, which are necessary for the User's use of the respective Service or to perform the Service for or on behalf of the User by the Web Association.

7.3. The User shall provide Webware with all information necessary to perform the relevant Service for or on behalf of the User (including updates to such information where applicable). You will be solely responsible for any communication with any third party, unless expressly included in the relevant Agreement.

7.4. The User shall publish the Message via Form by logging into their Account.

7.5. The login and password to access the Account must not be given to other persons.

7.6. After the registration data (login and password) have been transferred to the User, the User shall be responsible for the data entered from his/her Account in the Form and published on the Platform as a Message on their behalf.

7.7. The Administrator may block a User's account at any time if:

- (a) the User discovers that another person has gained access to the User's login and password,
- (b) login or password is lost by the User,
- (c) provisions of these Terms and Conditions or the Agreement are violated by the User.

7.8. User shall promptly notify Webware in written form of any errors in the Service and provide Webware with reasonable time to correct any errors during the Working Hours. You shall have no further claim against Webware if the error is corrected within period of 7 working days.

7.9. Forms for publication of Messages and Website Services are prepared by Service Provider in accordance with ACER guidelines and are available in User's Account.

8 – WEBWARE’S RIGHTS AND OBLIGATIONS

8.1. The Service Provider reserves the right to carry out maintenance work on the Platform, which may lead to temporary limitation of its functionality.

8.2. In case of maintenance works or inaccessibility of the Platform, the Service Provider shall immediately inform the Users and the Visitors of the Platform.

8.3. The Software performs the respective Service during the Service Period in accordance with the Agreement.

8.4. Webware is not obliged to check, correct or otherwise verify the User Data.

8.5. Webware shall take all reasonable and practicable steps to maintain continuity of access and technical capabilities of the Service at all times and shall provide User with reasonable notice of planned system malfunctions and other issues affecting the use of or access to the Service, but shall not be responsible for:

- (a) any suspension, interruption, temporary unavailability or malfunction in the provision of the relevant Website, provided that the Webware has not acted with gross negligence in connection therewith;
- (b) any loss or damage, whatever it may be, arising from the use of information or services purchased or accessed by the User through the use of the Service;
- (c) any loss or damage resulting from the failure, instability or unavailability of systems, equipment or services supplied by third parties or other circumstances for which the Webware is not responsible, including Force Majeure.

8.6. Webware makes every effort to perform all maintenance work on the Website outside of its Working Hours, and shall notify the User in advance of any planned Service Period that may affect the Website. Webware may also set regular maintenance periods for Service during which the Service and/or the relevant Website may not be available.

9 – TOOLS OF THE SERVICE PROVIDER AND DELIVERY OF DATA / INFORMATION TO THE CUSTOMER

9.1. The platform shall be implemented and access to it shall be provided by the Service Provider.

9.2. The functionality of the Platform shall be limited to the functions, access to which is allowed by the Service Provider. However, in any case, the functionality shall be sufficient for proper and prompt implementation of the subject matter of the Agreement.

9.3. The Service Provider shall publish on its website identical Inside Information provided by the Customer, which was delivered to the Platform. In case of technical problems, which prevent the use of the Platform, the Service Provider shall publish on his website the information, delivered by the Customer. Until the technical malfunction is eliminated (when the Platform is not working), the Customer transmits the data constituting the Inside Information to the Service Provider by e-mail.

9.4. Service Provider undertakes to provide the Customer with login information (e.g. user name, passwords, access key or password generator). The Customer guarantees that the data transferred by the Service Provider for accessing the Platform will be processed confidentially and used only for the intended purpose, for the respective Service, and that the Customer will implement the necessary security features to prevent unauthorised access to and use of the Platform.

9.5. The Customer shall ensure that its software and hardware (or its components) used to enter the Platform comply with the requirements set for entering the Platform and do not contain computer viruses or similar malicious codes.

9.6. If the Service Provider has reason to believe that the use of the Platform by the Customer causes any danger to the security of the Service Provider or other Users, or negatively and/or in any other unusual way affects the use of the Platform by the Service Provider or other Users, the Service Provider shall have the right to prohibit the Customer from using the Platform and/or disconnect it from the Platform provided that the Service Provider immediately notifies the Customer thereof. As long as the Customer eliminates such illegal actions, the Customer shall transmit his Inside Information to the Service Provider in accordance with the procedure established in paragraph 9.3.

10 – UNAUTHORISED USES

You may not, without Webware's prior written consent, publish, reproduce, store, transmit electronically or otherwise, create summaries and/or excerpts, distribute, sell, translate and/or use, in whole or in part, the Website and/or content for any economic and/or commercial purpose and/or other profit-making purposes. Violation of this provision includes Webware's reporting to a judicial authority to establish appropriate criminal and/or administrative liability and the subsequent possible imposition of legal penalties.

11 – TRUTHFULNESS, ACCURACY, COMPLETENESS AND UPDATING OF THE PUBLISHED DATA

11.1 For the purpose of content posted on the Website, the User acknowledges and agrees that Webware cannot be held liable, except in cases of wilful misconduct or gross negligence, for any damage that may result from the use of Website or content taken from Website. Webware makes no warranty as to the truthfulness, accuracy, completeness or update of content posted on the Website, and disclaims any liability or responsibility for errors or omissions related to it.

11.2. The service provider is liable under these terms and Conditions only in case of gross negligence or wilful misconduct.

11.3. Except as explicitly set out herein neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under the Agreement. Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Agreement.

11.4. The sole responsibility for the content of Urgent Market Messages shall lie with the Customer on whose behalf the Message was published.

11.5. The Service Provider is not responsible for decisions and consequences of decisions taken by the Visitor on the basis of the content of any Messages posted on the Platform.

11.6. Any complaints regarding the content of any Messages published on the Platform shall be addressed to the Customer on behalf of whom the Message has been published.

11.7. In order to ensure transparency and equal access to information for all Visitors, the content of Messages will be published on the Platform as soon as they are sent by the User for publication via the Form.

11.8. The Service Provider declares that the content of any Message sent by a User for publication using the Form will not be used for business decisions made by the Service Provider of the Platform prior to its publication on the Platform.

12 – ACCURACY OF OTHER DATA

User acknowledges and agrees that Webware has no control over external sites accessible through the connection and, therefore, is not responsible or liable for their content. You should be aware that Webware cannot guarantee the truthfulness, accuracy, completeness or update of the information contained on a Website from sources other than Webware, and Webware cannot avoid that information from sources considered reliable, however, may in some circumstances be inaccurate, incomplete or out of date for any reason, including any technical problem or cause beyond Webware's control.

13 – FORCE MAJEURE

13.1. None of the Parties shall be liable for any loss or damage in connection with its failure to fulfill any obligations under the Agreement if Force Majeure prevents the fulfillment of its respective obligations, and this shall not be regarded as a violation of the Agreement by this Party.

13.2. "Force Majeure" means an event that (i) is beyond the reasonable control of the affected Party and (ii) prevents such Party from performing one or more of its obligations under the Agreement, provided that (iii) such event or the effect of such event on the performance of the relevant Party's obligation(s) could not reasonably have been overcome or prevented by such Party within the time allowed to perform the relevant obligation(s).

13.3. A Party wishing to invoke Force Majeure must notify the other Party as soon as possible and provide the other Party with such other information as the other Party may reasonably request in connection therewith.

13.6 After the occurrence of the Force Majeure, the Customer shall submit to the Service Provider an assessment of the consequences of the Force Majeure and substantiated information on the scale of the consequences of the accident and the duration of the period necessary to eliminate these consequences.

13.7. The parties shall make every effort to avoid the consequences caused by the Force Majeure or to eliminate them in the event of their occurrence.

13.8. If the Force Majeure lasts longer than 30 (thirty) days, either Party shall be entitled to unilaterally terminate the Agreement by giving 7 (seven) working days' written notice to the other Party.

14 – CANCELLATION OF THE AGREEMENT

14.1 Either Party has the right to terminate the Agreement without giving any reasons and without applying to the court after giving the other Party a one-sided notice 30 (thirty) days in advance.

14.2. Notwithstanding the above, the Service Provider has the right to refuse to provide the Service after delivery of the preliminary notification to the Customer not later than 30 (thirty) days before the date of withdrawal from the service, if due to circumstances beyond the control of the Service Provider further delivery of the Service by the Service Provider becomes illegal, impossible, very difficult or more expensive than could be expected from the Service Provider at the time of conclusion of the Agreement.

14.3 Either Party has the right to terminate the Agreement by sending a written notice to the other Party, if the obligations specified in the Agreement are violated and not corrected within 14 (fourteen) days from the date of delivery of the written notice by the Party not breaching the Agreement.

14.4 Either Party has the right to cancel the Agreement in the circumstances specified in paragraph 13.

14.5. The termination of the Agreement shall not affect the amounts payable, which were accumulated prior to the termination of the Agreement, intellectual property rights, confidentiality, liability, applicable rights and provisions of the Agreement governing dispute resolution, if such provisions with due regard to their nature remain in force after the termination of the Agreement.

15 – SUSPENSION OF SERVICE

The User acknowledges and agrees that the Webware is not responsible or liable for any direct or indirect damage caused by any interruption, delay or anomaly in the access and/or use of the Website and content, even via RSS feeds, dependent on the supply of electricity or telephone service, due to accidents, Force Majeure or other reasons relating to the medium through which the Website is published.

16 – DISCLAIMER OF WARRANTY

The User uses content and accesses the Website at their own risk. Webware and its employees, directors, agents or third parties involved in creating, producing, or connecting to the Website disclaim all liability for any and all damages arising from User's access to or use of the Website. Notwithstanding the foregoing, Webware states that the Website and content are provided to User as is, without warranty of any kind, either express or implied, including, but not limited to, their suitability or fitness for a particular purpose.

17 – SOLICITATION OF INVESTMENT

None of the content is and shall not be construed as a solicitation for investment, nor shall it be an assumption or an element of the User's evaluation of any investment and/or financial transaction.

18 – TRADEMARKS

User acknowledges and agrees that the Webware Internet Solutions and Webware trademarks are the property of Webware. User acknowledges and agrees that the trademarks listed above and any other trademarks that may be published on the Website are the property of their respective owners and agrees not to use them without their prior written consent.

20 – AMENDMENTS

Webware reserves the right to change the General Terms and Conditions by posting them on the Website at any time and without prior notice. In order to be aware of the changes in the General Terms and Conditions each time the protected content is accessed, the User shall review the valid General Terms and Conditions and is deemed to accept any such amendments through its continued use of the relevant Service. User acknowledges and agrees that Webware may change and/or conceal, at any time and in its sole discretion, all or part of the content on the Website without notice.

21 – PROCESSING PERSONAL DATA VIA INTERNET

According to the processing of personal data published on the Website in accordance with articles 13 and 14 of EU Regulation 679/2016, Webware may learn and save the IP address of the User used to connect to the Website. Webware may also store information from the User's computer in the form of files (files usually called "cookies"). Storage of this information makes it possible to personalise the information services provided to the User to a greater extent and makes it easier for the User to access them. In any case, the User has the right to restrict or block the storage of cookies by changing the settings of their browser. The User accepts these General Terms and Conditions and agrees to the processing of his/her personal data electronically processed for the purposes related to the use of the Website, as well as to the access to the content posted on the Website.

22 – CONFIDENTIALITY

22.1. The Parties shall maintain the confidentiality of information received about each other and their activities, unless the receiving Party has received or is receiving such information without an obligation of confidentiality or unless such information has fallen into the public domain or is required by law to be disclosed.

22.2. The obligation of confidentiality does not prevent Webware from disclosing to the Visitor any information necessary for the performance of the Service. In addition, Webware may disclose confidential information to any person or contractor hired by Webware to perform the Service, provided that such person or organisation has a duty of confidentiality that is substantially consistent with Webware's duty of confidentiality.

22.3. Data, information and documents obtained by Parties in the course of performing this Agreement shall be treated as confidential and shall not be disclosed to third parties without the prior written consent of the other Party.

22.4. The obligation of confidentiality set out in paragraph 22.3. This provision does not apply to documents, information and data when:

- (a) disclosure of such data, information or documents is required for proper execution of the Agreement and/or provision of the Service;
- (b) disclosure of such data, information or documents is required in accordance with the provisions of applicable law;
- (c) a dispute, controversy or complaint arising out of or relating to the Agreement, its breach, termination, invalidation, or validity shall be resolved in court and such data, information, or documents shall be disclosed if appropriate;
- (d) such data, information or documents become public domain.

22.5. The obligation of confidentiality does not prohibit the Service Provider from disclosing data, information or documents to the extent required for the provision of the Service. The Service Provider has the right to disclose confidential data, information and documents to any person or subcontractor hired by the Service Provider to provide the Service, provided that the obligation of non-disclosure of data, information and documents applicable to such person or entity complies with the obligation of the Service Provider.

22.6. Each Party hereby declares and warrants to the other party that any third party who has undertaken a non-disclosure obligation of this nature has the right to disclose such data to the other party. However, the disclosure of such information shall be notified immediately to the Party whose confidential information is being disclosed.

23 – FEES, INVOICING AND PAYMENT

23.1. Service is paid according to the fee rates and schedule.

23.2. Service Provider does not charge any fee for access of Visitors to the Platform.

23.3. Invoices are issued and paid in accordance with the billing and payment regulations.

23.4. The Service Provider shall have the right to postpone the delivery of services to the Customer, if the Customer does not pay for the services rendered and does not eliminate the violation within seven (7) working days from the receipt of written notification from the Service Provider. In this case the Provider shall not be liable to the Customer for non-disclosure or untimely publication of Insider information.

24 – CONTACT

24.1. Written communications between the Parties shall be in English or German, unless the Parties agree on the use of another language.

24.2. Any notice to be given in writing in accordance with the Agreement may be sent either by e-mail to a Contact Person of the other Party, or through the Platform or Customer Support.

24.3. Webware may deliver prompt messages through the Website relating to the Service, including information about Service Periods and/or any changes in General Terms.

24.4. The Contact Person is authorised to represent User in any and all matters arising under the Agreement. This does not, however, limit the authority of others (if they are duly authorised to do so) to represent User.

24.5. For further information regarding these General Terms and Conditions or restrictions on the use of Website, as well as for the granting of licenses for commercial purposes, the User may contact Webware at the following address: Webware Internet Solutions GmbH, Teichstraße 14-16, 34130 Kassel, Germany, tel.: +49 (0)561 56014565.

25 – LAW AND JURISDICTION

25.1. These General Terms and Conditions shall be governed by and construed in accordance with German law, European Union law and applicable international conventions.

25.2. Any disputes between the Service Provider and the Customer shall be settled in a way of negotiations. If the Parties fail to resolve a dispute in a way of negotiations, such a dispute shall be a subject to settlement in general courts of the Germany through a legal action.