

Terms of Use for the De-risking Energy Efficiency Platform (DEEP)

Agreement between User and the Database Owners and Administrators

Use

The Database Owners (DG Energy) and Administrators (contracted by DG Energy) maintain the De-risking Energy Efficiency Platform ('DEEP' or the Platform) as a service to its Users. The information presented herein is for informative purposes only. We invite Users to visit the Platform and use the information contained therein for the User's personal, non-commercial use (including to enhance the User's understanding of the risks and rewards related to energy efficiency investment business opportunities), without any right to resell or redistribute its content for commercial purposes, subject to the terms and conditions outlined below. Use of this Platform constitutes agreement with the following terms and conditions.

Disclaimer

Materials provided on this Platform are provided "as is" without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. Database Owners and Administrators specifically do not make any warranties or representations as to the accuracy or completeness of any such Materials. Database Owners and Administrators periodically add, change, improve, or update the Materials on this Platform without notice. Under no circumstances shall the Database Owners and Administrators be liable for any loss, damage, liability or expense incurred or suffered which is claimed to result from use of this Platform, including without limitation, any fault, error, omission, interruption or delay with respect thereto. Use of this Platform is at User's sole risk. Under no circumstances, including, but not limited to, negligence, shall Database Owners and Administrators be liable for any direct, indirect, incidental, special or consequential damages, even if they have been advised of the possibility of such damages.

User specifically acknowledges and agrees that the Database Owners and Administrators are not liable for any conduct of any User.

This Platform may contain advice, opinions, and statements of various information providers and content providers. The Database Owners and Administrators do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider or content provider, or any user of this Platform or other person or entity. Reliance upon any such opinion, advice, statement, or other information shall also be at your own risk. Neither the Database Owners and Administrators, nor any of their respective agents, employees, information providers or content providers shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, failure of performance, computer virus, communication line failure, alteration of, or use of any content herein, regardless of cause, for any damages resulting therefrom.

As a condition of use of this Platform, User agrees to indemnify the Database Owners and Administrators from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of User's use of this Platform, including without limitation any claims alleging facts that if true would constitute a breach by User of these

terms and conditions. If User is dissatisfied with any material on this Platform or with any of terms and conditions of use of this Platform, User's sole and exclusive remedy is to discontinue using this Platform.

Nothing in this Platform or any Materials shall be construed, implicitly or explicitly, as containing any investment recommendations. Accordingly, nothing in such Platform, or in such Materials, constitutes an offer of or an invitation by or on behalf of the Database Owners and Administrators to use, purchase or sell any of the technologies and solutions mentioned, nor should it be considered as investment advice.

Applicable laws; consents

This Agreement will be interpreted and enforced in accordance with the laws of Belgium. Any action to enforce this agreement shall be brought in the courts located Brussels.

User specifically acknowledges that its use of the Platform may be subject to applicable law and to the rules and regulations of various regulatory authorities, as well as restrictions imposed by various data providers, any or all of which may restrict such use. User agrees to identify and obtain any agreement, approval, license or permit from which may be so required, at User's own expense.

General

The database Owners and Administrators reserve their exclusive right in its sole discretion to alter, limit or discontinue the Platform or any Materials in any respect. The Database Owners and Administrators shall have no obligation to take the needs of any user into consideration in connection therewith.

The Database Owners and Administrators reserves the right to deny in its sole discretion any user access to this Platform or any portion thereof without notice.

No waiver by the Database Owners and Administrators of any provision of this Agreement shall be binding except as set forth in a writing signed by its duly authorized representative.

Privacy policy for processing of personal data related to the Platform

Introduction

As the Platform collects personal data, it is subject to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Because we gather certain types of information about the users of this Platform, we want to ensure that you fully understand the terms and conditions surrounding the capture and use of that information. This privacy statement discloses what information we gather and how we use it.

What information does the platform collect?

If you register as a user for this Platform, you will be asked for personal data, such as your name and email address. When you register, we may set a cookie, a small bit of code stored on your hard drive that enables you to manage your user profile. By setting this cookie the platform will remember you the next time you visit and won't have to bother you by asking questions you have already answered.

In addition, the Platform also records your IP address, which is the Internet address of your computer, and information such as your browser type and operating system. This information helps us learn about the geographical distribution of our Platform visitors and the technology they use to access our Platform. This information is never connected with the personal information you supply to us if you register on our Platform.

Who has access to your personal data and to whom is it disclosed?

For the purpose detailed above, and without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in accordance with European Union law, access to your personal data is given to the Database Owners and Administrators. Personal data provided to the Platform by the Data Provider will not be visible for any other users of the Platform than the Data Provider and the Database Owners and Administrators.

What do the Database Owners and Administrators do with the information?

The Database Owners and Administrators uses the information for four primary purposes:

- To confirm your registrations on the Platform.
- To make the Platform easier for you to use by not having to enter information like your email address more than once.
- To help you quickly find information that is relevant to you based on your interests.
- To help us create Platform content areas most relevant to you.

What if I don't want to share my information?

The Database Owners and Administrators views the User information that it collects from its Platform as a trusted asset for which we take great care in not misusing.

The Database Owners and Administrators will not share, sell, distribute or rent your information to anyone. Whenever we use other organizations to provide support services, we will require them to conform to our privacy standards and allow us to audit them for compliance. We will not otherwise reveal personal information to any external organization unless we have previously informed you by notice at this address, have been authorized by you, or are requested by law.

How do we protect and safeguard your information?

The Database Owners and Administrators, employ a range of technologies to protect the information maintained on our systems from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

How can you verify, modify or delete your information?

In case you wish to verify which personal data is stored on your behalf in the Platform, have it modified, corrected, or deleted, please make use of the contact information for the Administrators mentioned in the Platform, and by explicitly describing your request. Any correction of your personal data will be taken into consideration from the data protection point of view.

How long do we keep your personal data?

Your personal data are kept for the existence of the Platform, and in the archives for a period of 5 years following the end of the Platform.

Contact information

For any questions related to your rights, feel free to contact the Administrator, by using the contact information mentioned in the Platform, and by explicitly specifying your request.

Any information relating to processing of your personal data is detailed in the register of the Data Protection Officer of the Commission:

<http://ec.europa.eu/dpo-register/search.htm>

Recourse

In case of conflict, complaints can be addressed to the European Data Protection Supervisor:

<http://www.edps.europa.eu>

Notification of Changes

If there are any changes to this privacy policy, we will post them on our [home page](#) so that you are completely aware of how the changes will affect you.