

General Terms and Conditions governing the use of Upstream by Elia Group

The following general terms and conditions (“**T&C’s**”) are applicable to the use of the Upstream by Elia Group platform (hereinafter the “**Website**”).

The Website is owned by **Elia Transmission Belgium SA**, a Belgian company with registered offices at Keizerslaan 20, 1000 Brussels, Belgium and registered at the Crossroads Bank for Enterprises under the enterprise number 0731.852.231. You can contact us by sending an e-mail to (info@elia.be).

- Elia may hereinafter be referred to as “**We**”, “**Us**” or “**Elia**”.
- We may refer to you as “**You**” or “**Your**”.
- We may refer to the company through which You have access to the Website, mainly your employer or service recipient as “the Customer”.
- We may both be referred to as a “**Party**” and jointly as the “**Parties**”.

We invite You to carefully read these T&C’s governing the use of Our Website. A link to the T&C’s can be found at all times on the Website itself (below). By accepting the T&C’s electronically (e.g. by clicking “I Accept”), You explicitly agree that no other terms apply to Your use of the Website, except if agreed in writing between You and Elia. If You do not accept these T&C’s, You may not use the Website.

1. DEFINITIONS

Authentication Credentials	means the personal login and password that enables You to log in to the Website.
Data Protection Legislation	means (i) the 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; (ii) the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and (iii) all other current or future applicable national laws relating to or impacting the processing of personal data and privacy.
Force Majeure	means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder. Subject to the foregoing, "Force Majeure" shall include, but is not limited to, explosion and fire (in either case to the extent not attributable to the gross negligence of the affected Party), flood, earthquake, storm or other natural calamity, strike or other labor dispute, war, insurrection or riot, actions or

	failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application therefore and due diligence), deficient energy or telecom network supply, cyber incidents and attacks and changes in laws, rules, regulations, orders or ordinances, which events were not pending on the date of these T&C's.
Intellectual Property Rights	means any intellectual property right, including copyrights, trademarks, trade names, rights in logos, inventions, trade secrets and know-how, registered designs, design rights, database rights, patents, semi-conductor topographies, all rights of whatsoever nature in computer software and data, all intangible rights and privileges of nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world.
Personal Data	means any information relating to an identified or identifiable natural person.
Update(s)	means any version update, upgrade, release or functionality enhancements on the Website.

2. USE OF THE WEBSITE

- 2.1.** You can use the Website to access the Upstream By Elia Group service through an invite by the Customer or any of its Users.
- 2.2.** The content of this Website may be used solely in connection with the services offered on the site and for personal use or for internal business purposes. The content of the Website may not be used as a basis for any assessment of Elia and may not, under any circumstances, constitute any arrangement binding upon Elia and its content is not enforceable against it. Nothing on the Website can be construed as an offer of purchase for the delivery of services or the conclusion of a contract.

3. UNLAWFUL OR PROHIBITED USE

- 3.1.** You undertake to use this Website in compliance with these T&C's, all applicable laws and any other relevant legal and/or contractual provisions. You may not use the Website in a manner which could harm the interests of Elia, its suppliers, its Customers or their suppliers .l

4. YOUR ACCOUNT

- 4.1.** In order to use the Website You need to create an account when the Customer will give you access to the Website. During the registration of the account, The Customer may enable the login through Single Sign-On (SSO), otherwise it will be through Your personal Authentication Credentials. It is possible that the SSO will be provided by a third party. In such case, such third party's specific terms and conditions and privacy policy may apply. Each account is personal and Authentication Credentials should be kept private and not shared with anyone.
- 4.2.** Elia shall at all times be entitled to apply and implement authentication processes and or functionalities managed by third party service providers. Elia shall in no way be liable for any acts or negligence caused by such third party offering the authentication tool.
- 4.3.** You are at all times responsible for the security and confidentiality of Your Authentication Credentials and for using the SSO and You are liable for any damage caused as a consequence thereof.
- 4.4.** You shall immediately notify the Customer, who should contact Elia, in case of any loss or theft of Your Authentication Credentials or any unauthorized use of Your account or unauthorized access to Your Authentication Credentials. In such case, Elia is entitled, but not obliged, to block Your account or to take other measures Elia deems appropriate. You may not (a) use the account or Authentication Credentials of any other user; (b) allow someone else to use Your Authentication Credentials; or (c) sell, lend, transfer, or otherwise share Your account, temporarily or permanently, with someone else.

5. UPDATES AND MAINTENANCE

- 5.1.** Elia may implement any Updates on the Website that it determines, in its sole discretion, to be necessary and/or desirable without a prior notification to You.
- 5.2.** Once an Update has been implemented, it shall be deemed part of the Website and of the Intellectual Property Rights vested in the Website, and shall be subject to the provisions of these T&C's. The implementation of an Update may lead to the Website being temporarily out of operation. Elia may place the Website temporarily out of operation (or have it put out of operation), if deemed necessary for (the protection of) the security and/or the integrity of the Website, to carry out necessary (preventive) maintenance, to repair a defect and/or to remedy a malfunction. To the extent possible, Elia will do its best efforts to priorly inform You thereof.

6. LIABILITY

- 6.1.** These T&C's are not intended in any way to limit or exclude the liability of any Party that cannot be limited by law, including liability for: (i) death or personal injury (physical or

psychological) caused by negligence; (ii) fraud or fraudulent misrepresentation; and/or (iii) gross and wilful misconduct.

- 6.2.** Except to the extent as required by law, the Parties expressly agree that Elia shall not be held liable (whether in contract, tort, delict, quasi-delict, statute or strict liability) for any direct, indirect or consequential damages, or for any damage of any kind, arising in connection with the use of the Website or the inability to use it for any reason whatsoever, even if Elia was previously made aware of such damage. Elia cannot be held liable under any circumstances for Your acts on the Website, nor for Your incorrect understanding or misuse of data or information published on the Website. You will be fully liable for any damages arising out of such misuse.
- 6.3.** You acknowledge and accept that You are using the Website on Your own responsibility. Any content that is downloaded or acquired in any other way in connection with the use of the Website is done at Your own risk. Unless in the events taken up in article 6.1, You acknowledge and accept that Elia cannot be held liable for any damage to Your computer system and / or mobile device or any loss of data incurred in connection with downloading any content from the Website.
- 6.4.** The Parties expressly acknowledge that the application of article 6.3 of the Belgian Civil Code is excluded, and, as a result, (within the statutory limits) any form of extra-contractual liability arising from the performance of these T&C's shall not be invoked.
- 6.5.** You acknowledge that websites to which hyperlinks are included from this Website ("**Third-Party Links**") are not checked by Elia and Elia cannot be held liable for any inappropriate, illicit or illegal content on those websites or for the hyperlinks that those websites have to other websites. The presence on the Website of Third-Party Links does not imply, under any circumstances, an approval or quality guarantee by Elia. We are providing these Third-Party Links to You only as a convenience, but We do not imply any endorsement or recommendation of their content or services, or of any association of Us with such third parties. If You access any of these Third-Party Links, You do this entirely at Your own risk and any charges or obligations You incur in Your dealings with these third parties, are Your responsibility. The websites available through the Third-Party Links are subject to their own terms and policies, including privacy and data gathering practices.
- 6.6.** Parties explicitly confirm that Elia shall not be liable for unavailability of the Website due to:
- a) Force Majeure;
 - b) circumstances attributable to You;
 - c) circumstances attributable to third parties, including third parties instructed by Elia;
 - d) when the Website is being maintained and/or updated in line with Article 5.

6.7. This Website is provided “as is”. To the extent legally permissible, Elia excludes its liability for and does not guarantee:

- a) that the service will be provided without interruption or that it will be 100% reliable;
- b) that the information obtained by using the service is accurate, true and/or free of errors, or that any errors related to the service will be corrected;
- c) that the Website will be complete at all times and in all aspects; and/or
- d) that the Website will be up to date at all times and in all aspects.

7. WARRANTIES

Your Representations and Warranties

7.1. You guarantee that You will not use the Website in such a way as to:

- (i) violate any applicable laws;
- (ii) interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, sending a virus, overloading, flooding, spamming or mail bombing the Website;
- (iii) attempt to access or search the Website or download content from the Website through the use of any tool, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Elia or other generally available third party web browsers;
- (iv) breach any standards or codes promoted by any relevant authority;
- (v) infringe Elia or any third party’s rights, including Intellectual Property Rights;
- (vi) harm, threaten, defame, promote violence, promote discrimination or hatred or illegal or harmful activities, or be otherwise vulgar, fraudulent, deceptive, misleading, false, obscene, abusing, harassing, tortuous, libellous, offensive, invasive, hateful, pornographic, racial, indecent or non-ethical;
- (vii) contain any Personal Data of any third party which You are not entitled to process on the basis of the Data Protection Legislation; or
- (viii) encourage or enable any other individual to do anything of the foregoing.

7.2. You warrant that you have the legal capacity to agree to these T&C’s.

7.3. Elia shall in no way be liable for damage suffered by a third party, which is caused by Your conduct in contradiction with article 7.1.

Representations and warranties by Elia

7.4. To Elia’s best knowledge, the Website is free from any hostile or intrusive software, including computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, and other malicious programs. However, You explicitly acknowledge that the use of the internet cannot be guaranteed to be secure or error free as information

could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses.

7.5. Without prejudice to any limitation of liability provided elsewhere in these T&C's and as far as allowed by law, Elia does not make any express or implied representations or warranties in relation to the Website and the services (such as but not limited to any data, material, or content provided to You through the Website) including accuracy, reliability, completeness, merchantability, satisfactory quality, legality of any content provided by any other party than Elia, fitness for a particular purpose or non-infringement of any third party's Intellectual Property Rights.

7.6. Elia will use all reasonable efforts to correct any discovered defects on the Website or services. However, Your access to, and use of, Our Website is at Your own risk. **Elia is not responsible for the content provided by, or the conduct of, any user and You bear the entire risk of using the Website.** The information, material, content and documents from or through Our Website are provided "as is" and all express or implied warranties are disclaimed.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. We hereby grant You a limited, non-exclusive, non-transferable, and non-assignable license to access, use and consult the Website and the Intellectual Property Rights vested therein (including all data and materials provided by Elia of any of its affiliates) in accordance with the provisions of these T&C's.

8.2. The Website shall be hosted on the servers of reliable third-party service providers, as chosen by Elia (or any of its affiliates) at its own discretion.

8.3. The Website is protected by Intellectual Property Rights. You acknowledge that all Intellectual Property Rights vested in the Website, including the underlying software and technology and the information and content available on the Website, are and remain Elia's or any of its affiliates' ownership, except if otherwise provided. Nothing in these T&C's shall be construed to grant You any right or license in any Intellectual Property Right owned by or licensed to Elia (or any of its affiliates) other than as expressly specified herein. You may only use the Website for Your own personal account and not for commercial purposes. You agree not to copy, reproduce, amend, commercialise, market, distribute, sublicense, lend, rent or modify the Website or any portion thereof. Furthermore, You agree not to make the functionality of the Website available to multiple users through any means. All rights not specifically granted to You are hereby expressly reserved by Elia or its affiliates.

8.4. The names and logos of Elia on the Website are protected by trademark and copyright laws and treaties. The Elia brand, trademarks or logos may only be used in relation to products or services offered by Elia or its affiliates and may not be used, under any circumstances, in a way that is likely to create confusion amongst consumers or to damage or discredit Elia or its affiliates.

8.5. You are obliged to inform Us without undue delay and in writing of any infringement of Intellectual Property Rights, vested in the Website, by third parties as soon as possible

after becoming aware of such infringement or after You should reasonably be aware of such infringement.

9. DATA PROTECTION

- 9.1.** The Customer may process Personal Data about You that is collected via the Website or means or tools made available via the Website. Please consult its privacy policy to know how your personal data will be processed.

10. TERM AND TERMINATION

- 10.1.** The T&C's shall be effective as soon as You have electronically accepted the T&C's, accessed or used the Website and You have created an account on the Website.
- 10.2.** Elia may suspend or terminate any service offered on its Website at any time, if You are in breach of any provision in these T&C's or any other breach of Your obligations towards Elia, even if not subject of the present T&C's.
- 10.3.** You may terminate Your account at any time by reaching out to the Customer.

11. CONTACT

- 11.1.** You may send Your comments, suggestions or concerns related to Your use of the Website by e-mail to the Customer who shall then liaise with Elia through the Single point of contact.

12. GOVERNING LAW AND JURISDICTION

- 12.1.** These T&C's are governed by Belgian law and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions that would cause the laws of any jurisdiction other than Belgium to be applicable. Any dispute arising from, or related to, the use of this Website will be subject to conciliation between the Parties. Should such conciliation fail, the dispute will be referred to the courts of Brussels (Belgium) or the courts having jurisdiction in the place of Your domicile (in the event You qualify as a consumer).
- 12.2.** If You qualify as a consumer (in the sense of article 1.1,2° of the Belgian Code of Economic Law), You can submit a request for an amicable solution to the appropriate dispute resolution body, in accordance with the procedure described in articles XVI.5-28 of the Belgian Code of Economic Law.

E-mail: contact@consumentenombudsdienst.be

Address:

Federale Overheidsdienst Economie, K.M.O., Middenstand en Energie
Consumentenombudsdienst - North Gate II - Koning Albert II laan 8,
1000 Brussels, Belgium

- 12.3.** In the event of any judicial or administrative proceedings, a printed version of these T&C's and of any other warning messages sent in electronic format shall enjoy the same standing as other documents and trade registers created and stored in hard copy.

13. MISCELLANEOUS

Amendments of T&C's

- 13.1.** Elia is entitled to amend these T&C's at its own discretion. These amended T&C's shall automatically enter into force after thirty (30) days following the publication of the amended T&C's on the Website. We shall notify You about these amendments via e-mail or notifications on your account on the Website. If You do not agree to be bound by the modified T&C's, You may no longer use the Website and You may terminate Your account in accordance with Article 10.3. Because Our services continue to evolve, We may change or discontinue all or any part of the Website, at any time and without notice, in Our sole discretion.

Waiver

- 13.2.** Any failure or delay by Elia in exercising any right under these T&C's, the exercise or partial exercise of any right under these T&C's, or any reaction or absence of reaction by Elia in the event of breach by You of one or more provisions of these T&C's, shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under these T&C's or under the said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver by Elia following a specific failure by You, this waiver cannot be invoked by You in favour of either a new failure, similar to the prior one, or a failure of another nature.

Severability

- 13.3.** Whenever possible, the provisions of these T&C's shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of these T&C's are found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these T&C's shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In such case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).