**GENERAL TERMS AND CONDITONS FOR USE OF THE PROPRIETARY MARKET DATA OF GESTORE DEI MERCATI ENERGETICI S.P.A. MADE AVAILABLE THROUGH THE FTP://download.mercatoelettrico.org AND/OR FTPS://download.ipex.it SITE.**

**By using the proprietary market data of Gestore dei Mercati Energetici S.p.A., made available through the FTP://download.mercatoelettrico.org and/or FTPS://download.ipex.org site ("Data"), the User accepts to be bound by the general terms and conditions of this Agreement (“Terms of Use”). Before acceptance, the User must carefully read and understand the Terms of Use. If the User does not agree to these Terms, he/she will not be authorised to access the information, the data and, generally, the informative contents owned by Gestore dei Mercati Energetici S.p.A.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The company/*other* ………………………………………………………………………..……..……,

(*registered name, company name or name and surname*)

having its registered office in/residing in ………………………..………………………………………….,

*(address)*

taxpayer’s code ……………………………….……, VAT no. …………………………………….………….,

telephone number …………………………, mobile telephone number……………… fax number ………..………………….…,

e-mail address……………………………………………………………..…….………………….…,

represented by …………………………..….., in his/her capacity of …………………………….…………….…….,

(*legal representative or duly authorised person*)

(hereafter: “User”)

ACCEPTS TO BE BOUND BY THE FOLLOWING TERMS OF USE

**1 ‐ PARTIES** ‐ This Agreement on the Terms of Use is entered into between Gestore dei Mercati Energetici S.p.A., having its registered office in Viale Maresciallo Pilsudski, 122-124, 00197 Rome, VAT no. and taxpayer’s code 06208031002 (GME) and the individual user (individual, organisation or other entity) acting in his/her own behalf and/or on behalf of the organisation that he/she represents (User).

**2 ‐ ACCEPTANCE** ‐ These Terms of Use will be deemed to have been accepted as of the date when GME receives the same, duly accepted and signed by the User and accompanied by a copy of an identity document and, if the applicant is an organisation, by a declaration - issued in accordance with the Decree of the President of the Republic no. 445 of 28 December 2000 or other document based on which GME will carry out a substantial equivalence evaluation - certifying the powers of representation of the signer of the application and by the related identity document.

**3 ‐ SCOPE** ‐ These Terms of Use govern GME’s provision of the data posted on the **FTP://download.mercatoelettrico.org** and/or FTPS://download.ipex.it site (independently or jointly, depending on the circumstances, the “Site”) to the User on a gratuitous basis and for an indefinite period of time in accordance with the Terms and subject to the limitations reported below.

Access to the Site and the Data is permitted via the personal User IDs and Passwords that GME will assign to the User only after his/her acceptance of these Terms.

**4 ‐ INTELLECTUAL PROPERTY** ‐ The User acknowledges and accepts that all the Data (including but not limited to databases, algorithms, statistical and mathematical formulas and/or methods, indexes, prices, results, graphs, tables, news, titles, articles, drawings, lists, statistics, designs, product and/or service names, logos, etc.) and the Site itself are the exclusive property of or held under licence by GME and, as such, protected by national legislation and international conventions on intellectual and/or industrial property.

**5 ‐ LICENCE** ‐ Subject to the acceptance hereof, GME solely grants the User a personal, gratuitous, non-exclusive, non-transferable, non-sublicensable licence, limited to the right of viewing and using the Site and the Data for informative purposes and for the User’s own use only. Any use of the Site and of the Data by the User for economic and/or commercial purposes, whether directly or indirectly, is expressly prohibited.

GME may, at any time and at its sole discretion, revoke this licence in full or in part without notice. However, the use of the Site and the Data by the User for lawful purposes is subject to the mention of the source (e.g. "Source: Gestore dei Mercati Energetici S.p.A.").

**6 ‐ UNAUTHORISED USES** ‐ The User is prohibited from publishing, making copies, storing, transmitting in electronic form or with other means, creating summaries and/or excerpts, distributing, marketing, translating and/or anyway use the Site and/or the Data, in full or in part, for economic and/or commercial and/or anyway profitable purposes, without the prior written permission of GME. The User will be not only contractually liable for breaching this clause, but also reported to judicial authorities by GME and subject to criminal prosecution and/or administrative proceedings and to the consequent possible application of the penalties provided by law.

**7 ‐ ACCURACY OF THE DATA PUBLISHED BY GME** ‐ Given the merely informative nature of the Data posted on the Site, the User acknowledges and accepts to hold GME harmless, except in ascertained cases of wilful misconduct or gross negligence, from any damage resulting from the use of the Site or the Data obtained therefrom. GME makes every effort to publish accurate and current information on the Site. However, GME makes no warranty as to the accuracy and currency of the Data published inside the pages of the Site and disclaims any responsibility or liability for errors or omissions in connection therewith.

**8 ‐ ACCURACY OF OTHER DATA** ‐ The User acknowledges and accepts that GME has no control over linked sites that may be accessed through connection to the Site and, consequently, GME is not responsible or liable for their contents. The User acknowledges and accepts that GME cannot guarantee the completeness and/or accuracy of the data contained in the Site which derive from sources other than GME and that GME cannot avoid that sources regarded as reliable may under some circumstances prove to be inaccurate, incomplete or not current due to causes of a technical nature or beyond GME’s control.

**9 ‐ SUSPENSION OF THE SERVICE** ‐ The User acknowledges and accepts to hold GME harmless from any damage resulting from interruptions, suspensions, delays or malfunctions in the provision of the Site and/or of the Data which may be due to the electricity supply or the telephone service, to fortuitous events, force majeure or other causes related to the medium through which the Site and its Data are published.

**10 ‐ NO WARRANTIES** ‐ The User will use and navigate through the Site at his/her sole risk. GME, its employees, officers, directors, agents, consultants or third parties engaged in the creation, production or the putting on line of the Site disclaim any liability for damage arising from the User’s access to or use of the Site. Without prejudice to the above, GME represents that the Site is provided “as is” without any warranty, whether express or implied, including but not limited to its fitness or suitability for a particular purpose.

**11 ‐ SOLICITATION OF INVESTMENT** ‐ None of the Data of the Site will constitute a solicitation of investment, a pre-requisite or an element of assessment for investments and/or financial transactions by the User.

**12 ‐ TRADEMARKS** ‐ The User acknowledges and accepts that: (i) the trademarks of Gestore Mercati Energetici, GME and PUN INDEX GME are the property of GME; (ii) the GSE trademark is the property of Gestore dei Servizi Energetici ‐ GSE S.p.A.; (iii) the AU trademark is the property of Acquirente Unico S.p.A.; and (iv) the TERNA Rete Elettrica Nazionale trademark is the property of TERNA S.p.A. The User acknowledges and accepts that the above-mentioned trademarks, as well as any other marks as may be published inside the Site, are the property of their respective owners and undertakes not to use them without their prior written permission.

**13 ‐ CHANGES TO THE TERMS OF USE** ‐ GME reserves the right to change these Terms of Use at any time and without notice. GME will publish any such changes on the Site. The User must expressly accept the changes within 15 days from their publication in accordance with Article 2 above; if the User fails to accept them, GME will revoke the licence referred to in Article 5 above. In case of merely formal updates of these General Conditions, no new express acceptance by the User is required. The User also acknowledges and accepts that GME may, at any time and its sole discretion, change and/or hide the contents of the Site, in full or in part, without notice.

**14 ‐ PROCESSING OF PERSONAL DATA VIA THE ITNERNET –** Inaddition to the personal data privacy statement posted on the Site under articles 13-14 of EU Regulation 679/2016, GME represents that it may come to know and store the IP address that the User uses for connecting to the Site. GME may also store information coming from the User’s computer (files commonly called “cookies”). By storing such information, GME can better customise the information services offered to the User and facilitate his/her process of access to the Site. However, the User will retain the right to limit or block the storage of cookies by changing the parameters of his/her browser. By accepting these Terms of Use, the User consents to the processing of his/her personal data with electronic means for the purposes connected with the use of the Site.

**15 ‐ CONTACTS** ‐ For further information about these Terms of Use, the limitations of use of the Site and the Data and the granting of licences of use of the Data for commercial purposes, the User may contact GME at the following address: Gestore dei Mercati Energetici S.p.A., Viale Maresciallo Pilsudski, 122-124, 00197 Roma (Italia), tel. no.: +39 06 8012 1, fax no.: +39 06 8012 4524.

**16 ‐ GOVERNING LAW AND JURISDICTION** ‐ The Terms of Use of the Site are governed by and will be construed in accordance with the Italian Law, the European Community Law and the applicable International Conventions. The courts of Rome shall have exclusive jurisdiction over any dispute arising from the interpretation and application of these Terms of Use.

The User has read, understood and agrees to be bound by the above Terms of Use.

Place and date ....

…...........................

(seal and signature)

For the purposes and effects of articles 1341 and 1342 of the Italian Civil Code, the User expressly accepts the following clauses of the above Terms of Use: 5 (Licence), 6 (Unauthorised uses), 7 (Accuracy of the data published by GME), 8 (Accuracy of other data), 9 (Suspension of the service). 10 (No warranties), 13 (Changes to the Terms of Use), 14 (Processing of personal data via the Internet) and 16 (Governing law and jurisdiction).

………………………………

(seal and signature)