

**GENERAL TERMS AND CONDITIONS FOR USE OF THE PROPRIETARY MARKET DATA OF GESTORE DEI MERCATI ENERGETICI S.P.A. MADE AVAILABLE THROUGH THE API SERVICE**

By using the proprietary market data of Gestore dei Mercati Energetici S.p.A., published on the [www.mercatoelettrico.org](http://www.mercatoelettrico.org) website ("Site") and made available through the Application Programming Interface (API) of Gestore dei Mercati Energetici S.p.A. ("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 informational 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.....  
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 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. The copy of the identify document of the signer is not required if the above documents are digitally signed.

**3 - SCOPE** - These Terms of Use govern GME’s provision of the Data – to be published from time to time via the API made available by GME (hereafter “API Service”) – 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 Data via the API Service 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, and non-sublicensable licence, limited to the right of accessing, querying, viewing, and using the Data via the API Service only for informational purposes and for the User's own personal use. Any use of the API Service 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 whole or in part without notice. However, the use of the API Service and of the Data by the User for lawful purposes is subject to the mention of the source of the Data (i.e. "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 using the API Service and/or the Data, in whole 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.

Moreover, the User is prohibited from:

- sharing his/her access credentials;
- exceeding the API Service usage limits specified in the technical documents published in the API section of the Site ("**Technical Documents**");
- using automated systems to submit a number of queries exceeding the limits set forth in the Technical Documents;
- bypassing any technical limitations or restrictions imposed by GME on access to the Data via the API Service, including those specified in the Technical Documents, as may be updated by GME from time to time.

**7 - ACCURACY OF THE DATA PUBLISHED BY GME** - Given the merely informational nature of the Data posted on the Site or made available via the API Service, 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, of the API Service, or of the Data. GME makes every effort to publish accurate and current information on the Site. However, GME makes no warranty as to the accuracy, completeness, and currency of the Data published inside the pages of the Site and/or provided via the API Service, and it 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 external sites that may be accessed through connection to the Site and, consequently, GME is not responsible or liable for their contents, or for data originating from third sources and accessible via the API Service. The User acknowledges and accepts that GME cannot guarantee the currency, completeness, and/or accuracy of the data contained in the Site, or provided via the API Service, which originate from sources other than GME, and that GME cannot avoid that data originating from sources regarded as reliable may under certain circumstances prove to be inaccurate, incomplete, or not current due to causes of a technical nature or beyond GME's control.

**9 - AVAILABILITY AND SUSPENSION OF THE API SERVICE** - GME makes available the API Service in accordance with the Technical Documents, but under no circumstance does it guarantee its continuous, uninterrupted, and error-free availability.

GME is not liable or responsible for any damage resulting from interruptions, suspensions, delays, or malfunctions in the provision of the API Service and/or of the Data. Such issues may result from electricity or telecommunications outages, fortuitous events, force majeure, or other causes related to the medium through which the API Service is delivered and the Data is published, including but not limited to technical failures due to server malfunctions, network errors, or system updates.

GME may temporarily suspend, in whole or in part, access to the API Service in order to carry out technical maintenance, updates or upgrades, even without prior notice.

The User acknowledges and accepts that:

- GME's obligations in the provision of the API Service are obligations of means;
- GME may limit, suspend, or interrupt access to the API Service – without prior notice of the circumstances leading to such actions – if the User's use of such service violates or fails to comply with the provisions of the Technical Documents;
- no compensation or indemnity is due in the event of malfunctions or interruptions;
- GME is not liable or responsible for any unavailability of the API Service caused by external factors, including network and connectivity issues or incompatibility of the User's systems.

**10 - NO WARRANTIES** - The User will use and navigate through the Site and the API Service at his/her sole risk and responsibility. GME, its employees, officers, directors, agents, consultants, or third parties engaged in the creation, production, or the putting online of the Site and/or of the API Service disclaim any liability for damage arising from the User's access to or use of the API Service and/or the Site. Without prejudice to the above, GME represents that the Site and the API Service are 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 available on 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, PUN INDEX GME, IGI, and IG 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 or the API Service, 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 prior notice. GME will publish any such changes on the Site. The User must expressly accept the changes within 15 days of 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 Terms of Use, 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 whole or in part, without prior notice.

**14 - PROCESSING OF PERSONAL DATA VIA THE INTERNET** – In addition to the personal data privacy statement posted on the Site under articles 13-14 of Regulation (EU) 679/2016, GME represents that it may come to know, store, and process personal data and technical information regarding the use of the API Service, including the IP address that the User uses for connecting to the Site, and the activities carried out, such as Data queries, access hours, and volumes of downloaded data.

GME may also store information coming from the User's computer (files commonly called "cookies"). By storing such information, GME can better customise the informational 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 settings of his/her browser. By accepting these Terms of Use, the User declares that he/she has read and understood the personal data privacy statement posted on the Site under articles 13-14 of Regulation (EU) 679/2016, and consents to the processing of his/her personal data with electronic means for the purposes connected with the use of the Site and of the API Service.

**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, e-mail address: [info@mercatoelettrico.org](mailto:info@mercatoelettrico.org).

**16 - GOVERNING LAW AND JURISDICTION** - These Terms of Use are governed by and will be construed in accordance with the applicable Italian Law, European Community Law, and 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 declares that he/she has read, understood, and agrees to be bound by the above Terms of Use.

Place and date ....

.....

(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 (Availability and 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).

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(Signature)