

# Terms and Conditions

## 1. Terms and Conditions

The following describes the terms and conditions (the “Terms and Conditions”) upon which GreenPowerHub offers access to the internet Hub found at [greenpowerhub.com](http://greenpowerhub.com) and the trading platform called the Green Power Hub (the “Hub”) to the Member. By creating an account for use of the Hub the Member accepts that these Terms and Conditions will govern its access to and use of the Hub.

The Hub is intended for displaying buying and selling interests in “Elsertifikater” (“Electricity Certificates”) and Guarantees of Origin (“GOOs”). The Hub is not intended for and does not allow facilitating of trading in financial instruments as defined in Directive 2014/65/EU (MiFID II) Annex I.

GreenPowerHub reserves the right to amend, remove, or add to these Terms and Conditions at any time. Any changes to the Terms and Conditions will become effective when GreenPowerHub notify the Member of the revised Terms and Conditions. The Member’s use of the Hub following any changes means that the Member accepts the updated Terms and Conditions.

## 2. Access

GreenPowerHub hereby grants the Member a non-exclusive, non-transferable, non-assignable, limited right to use the Hub on the terms set forth herein.

GreenPowerHub shall make the Hub available to the Member by providing the Member with username and password for each individual user in accordance with the Member’s order. Each user is a natural person employed by the Member.

## 3. The Members’ account

As a part of the process necessary to set up an account to access the Hub (an “Account”). The Member will be required to provide all company details required by GreenPowerHub from time to time to identify the Member as a user of the Hub (the “Registration Credentials”). The Member must ensure that the Registration Credentials are accurate, truthful and updated, also with regards to new requirements from time to time by GreenPowerHub. GreenPowerHub reserve the right to block the creation of the Member’s Account based on GreenPowerHub’s inability to confirm the authenticity of the Registration Credentials.

The Member will contact GreenPowerHub immediately if it believes an unauthorized third party may be using its Account or if its Account information is lost or stolen. The Member is solely responsible for maintaining the confidentiality of the credentials necessary used to login to its account. The Member is also solely responsible for all activity and usage on its Account.

## 4. Copyright - restriction of use

GreenPowerHub shall always remain the owner of the Hub and retain full legal title and rights over the Hub and information provided via the Hub.

The Member shall have the right to access the Hub in accordance with the provisions of this Agreement provided that:

- I. Only the users listed in the Agreement are allowed to access the Hub,
- II. Information included in the Hub shall only be used for the Member’s own, internal purposes, and
- III. No information provided by the Hub can be distributed by the Member or its employees, whether on paper or electronically or by any other means whatsoever, to third parties, without the explicit prior written consent of GreenPowerHub, unless such information is already lawfully publicly available.

## 5. Changes to the Hub

GreenPowerHub may change or discontinue the content of the Hub (including the Hub as a whole) or change or remove features or functionality to the Hub from time to time and without notice. GreenPowerHub will notify the Member of any material change or discontinuation of the Hub. In case of discontinuation of the Hub, the Member will be refunded a proportional part of any prepaid membership fee. The Member understands and agrees that GreenPowerHub will not entertain any other claims it might have in connection thereto.

## 6. Fees and terms of payment

### 6.a

The Member shall pay the applicable membership fee as agreed upon by either

1. Signup - selecting one or more products in signup and agreeing to terms and conditions by selecting “I Accept” on Signup ( [signup.greenpowerhub.com](http://signup.greenpowerhub.com)) or
2. Written Agreement - a jointly signed “Membership agreement” from GreenPowerHub AS
3. Current subscription - the member adjusting the subscription package, the number of users or products or the billing period in GPH ([app.greenpowerhub.com](http://app.greenpowerhub.com)) him-/herself or by proxy to GreenPowerHub-staff.

### 6.b Order

A Written Agreement (2) will override an earlier agreed price from Signup (1). Adjusting the Current subscription (3) manually in GPH will override the Written Agreement (2).

### 6.c Increase

A member is allowed to add users, products and/or select a product with a higher price at any time. Additional cost for the new services will be billed pro rata at the end of month.



#### 6.d Reduction

A member can reduce number of users, products and/or select a product with a lower price. It will have effect from the next billing period forward and the new price be reflected in invoices for the next billing period.

#### 6.e Invoicing period

GreenPowerHub shall invoice, and the Member shall pay the Membership Fees according to the invoicing period selected on 3 - Current subscription or 2 - Written Agreement or 1- Signup in diminishing order.

Membership fees are pre-paid for the invoicing period.

Increasing the invoicing period can be done mid-term and an invoice for the new period will be calculated and invoiced.

Decreasing the invoicing period will have effect after the end of the current invoicing period. The new terms will be reflected in the invoice for the new period

#### 6.f Payment

All payments shall be paid to GreenPowerHub's bank account at:

Sparebank1 SR-Bank 3209.10.29951  
IBAN: NO4932091029951 BIC (Swift): SPRON022

GreenPowerHub has the right to withdraw the Member's access to the Hub on 10 days written notice if payment is not received according to this Agreement. GreenPowerHub shall reopen the access to the Hub as soon as practicable following confirmation that payment has been received by GreenPowerHub's bank. Withdrawal of the access according to this section shall not give the Member any right to terminate the Agreement or any right to any deduction in the payment for the Hub.

#### 7. Disclaimer

The Hub is provided "as is" without any warranties. GreenPowerHub (which for the purpose of this article 8, includes GreenPowerHub's employees, officers, directors, affiliates, agents, licensors and subcontractors) makes no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Hub and its accuracy, completeness, currentness, timeliness, non-infringement, title, merchantability or fitness for a particular purpose.

GreenPowerHub does not warrant that use of the Hub will be uninterrupted, error free or free of harmful components.

GreenPowerHub is not a licensed financial advisor, investment firm or registered broker-dealer, and is not under supervision by any financial supervisory authority. No information provided by GreenPowerHub is intended as securities brokerage, investment, tax, accounting or legal advice, or as an endorsement, recommendation or advice tailored to the Member's particular situation.

The risk of trading on the Hub can be substantial and are not suitable for all investors. The Member must consider all relevant risk factors, including its financial situation, before trading. The Member assumes the risk of any and all financial investments it makes. In no event shall GreenPowerHub be liable to the Member or any third party or anyone else for any decision made or action taken by the Member in reliance on content on the Hub or the Hub itself.

GreenPowerHub does not control or warrant the actual execution of trades initiated on the Hub. The Hub is solely intended to display and match buying and selling interests and does not provide services with regards to final conclusion of contracts to buy and/or sell, clearing or settlement.

The Hub will provide an automated email with a suggested trade contract related to matched interests on the Hub. Such standard contracts will be sought kept updated with well-known industry standards by GreenPowerHub. However GreenPowerHub assumes no responsibility with regards to such standard contracts' accuracy, fit-for-purpose, completeness or lawfulness.

GreenPowerHub does not verify or warrant that any client of the Hub is financially able or willing to complete trades initiated on the Hub, nor that it has any necessary licenses to perform such trades.

GreenPowerHub does not report initiated trades to any financial supervisory authority, registers or similar entities.

Any communication facilitated by or done on the Hub is not stored or archived by GreenPowerHub beyond what is technically required to provide such communication.

GreenPowerHub will use anonymized data (price, volume etc) from buying and selling interests, including matched interests and initiated trades to develop market data products. However, GreenPowerHub does not warrant the correctness or completeness of such market data.

#### 8. Limitation of liability

GreenPowerHub shall not be held responsible or liable for any economical or other consequential loss, including loss of profits, incurred by the Member as a result of entering into this Agreement.

GreenPowerHub's aggregate liability arising out of or relating to the services provided under this Agreement shall under no circumstances exceed the Membership Fees received by GreenPowerHub from the Member during the previous 12 months period prior to any proven loss.

#### 9. Visibility of memberships and activity

The Member's membership on the Hub will be visible to all other members.

GreenPowerHub will not publish the identities of individual buy- and sell-interests, or matched interests.



## 10. Technical functions of the Hub

Further information on technical functions of the Hub is available at the link "INFORMATION ABOUT THE HUB" which the Member can find at [greenpowerhub.com](http://greenpowerhub.com), and the Member agrees that it is its own responsibility to read and understand technical functions of the Hub.

## 11. Legal restrictions

The Member understands that laws regarding investments, hereunder in "Elsertifikater" and "GOOs", vary throughout the world. It is the Member's sole obligation to ensure that it fully comply with any law, regulation or directive, applicable to its country of residence with regards to the use of the Hub.

## 12. Membership period and the Member's right to terminate membership

The membership period shall last for a minimum of 90 days and no less than the current invoicing period.

The membership will be renewed automatically according to the current invoicing period if the Member does not terminate the Agreement in writing at least 90 days prior to the expiration of the membership period.

However, if the Membership Fees for the Hub increases more than 1% above the yearly change in the Norwegian Consumer Price Index (published at [www.ssb.no](http://www.ssb.no)) in relation to the last Membership period, the Member shall have the right to terminate the Agreement until the last day of the current membership period, or no later than 14 days after having been informed of the price adjustment.

Regardless of the above, the Member has the right to terminate the Agreement without cause from the date of commencement until the 60 days after the contract date by sending GreenPowerHub a written notice.

## 13. Suspension and termination from GreenPowerHub

The Member understands and agrees that GreenPowerHub may discontinue or restrict the Member's use of the Hub in case it is in breach of these Terms and Conditions or in case GreenPowerHub has reason to believe that GreenPowerHub is in breach of article 14 below, and no claims may be entertained against GreenPowerHub in connection thereto.

## 14. Business conduct

Although activity on the Hub is not governed by specific terms and conditions with regards to the relations between members, GreenPowerHub and other members expect the Member, in good faith, to comply with good business conduct when expressing buying and selling interests and concluding final agreements of trade. If GreenPowerHub is notified or otherwise deems that the Member does not comply with GreenPowerHub's interpretation of such good business conduct rules, GreenPowerHub will terminate or suspend the Member's access to the Hub.

Each party represents and warrants that neither the party nor, to the knowledge of the party, any director, officer, agent, employee, affiliate of or person acting on behalf of the party is engaged in any activity or conduct which would violate any applicable anti-bribery or anti-corruption law or regulation and which activity or conduct would be material in the context of the services provided/trades performed under the Agreement. In addition, it has instituted and maintains policies and procedures designed to prevent bribery, corruption and money laundering by the party, the group of companies it belongs to, persons associated to it, its responsible persons, its beneficial owners and ultimate beneficial owners. The responsible persons, beneficial owners, ultimate beneficial owners, employees, representatives and group companies do not engage in any activity which could violate the laws and regulations related to bribery, money laundering and corruption. Responsible persons referred to in this clause are members of the board or a similar, highest decision-making body of the company as well as its senior executives.

Each party consents the recording of telephone conversations between the relevant personnel of the parties in connection with this Agreement. Each party agrees to comply with applicable laws in such recording. Each party shall inform its employees of the recording and, if necessary, ensure that required permissions are acquired.

## 15. Governing Laws and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Norway. This is the case regardless of whether the Member resides or transacts business with GreenPowerHub anywhere else in the world.

Disputes between the parties regarding or arising out of Terms and Conditions, and which are not resolved amicably, shall be settled by Norwegian courts, the venue to be the Oslo District Court ("Oslo tingrett").

