



**General Terms and Conditions (GTC)
of 4CastGmbH&Co. KG**

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1. **Scope, Costumers**

- 1.1 Our general terms and conditions ("**GTC**") apply to the use of all online offers provided by the 4Cast GmbH & Co. KG ("**4Cast**"), by the users ("Users") of these offers, regardless whether the offer is fee-based or free of charge. This mainly concerns the generation of forecasts for power production and the delivery of the corresponding forecasted production data for power sites (e.g. wind or solar power plants).
- 1.2 Our GTC are effective exclusively in the version valid at the time of usage. Opposing or differing terms and conditions by the user do not become part of the subject matter of the contract unless we have agreed to their validity explicitly in written form. This also applies if we are performing services without reservation, knowing of opposing or differing terms and conditions by the user.
- 1.3 Our GTC also apply, when they are not referenced repeatedly when a similar contract is concluded.
- 1.4 The services we offer are intended only for entrepreneurs provided that they are end users. An entrepreneur is considered being a natural person or a legal entity or a joint partnership having legal capacity acting while exercising his/her commercial or professional activities at the time the contract is being concluded (§ 14 Abs 1 BGB).
- 1.5 The services we offer are exclusively aimed at end users. The resale of our services to third parties and trading with the predictions and data we have delivered is prohibited to the extent it is legally possible (see number 6) without a proper additional agreement with us.

2. **Offer, registration and conclusion of contract**

- 2.1 The presentation of our services on the Internet does not constitute a binding offer by **4Cast**.
- 2.2 The registration on the part of the user and the subsequent order of the data delivery service (email / ftp / API) constitutes a binding offer on the part of the user, which we can accept within a week by sending an acknowledgment of the order or by providing the service. There is no right to claim the admission to our services.
- 2.3 In the case of fee-based services in accordance with the special user specifications (Master, Wizard and if so, also other products as marked in our online offer) the user, upon request, is sent an offer. The acceptance of the offer on the part of the user constitutes the conclusion of the contract.
- 2.4 Registration data which is required upon registration has to be provided by the user in a complete and truthful manner.
- 2.5 With the set-up of the access of the data delivery service the user receives an activation notice for receiving messages as well as a password for the customer specific set up of the forecast service on www.4-Cast.de. The user shall be provided the access by diverse options.
- 2.6 Provided that the user creates a user name and password, the user name must neither violate the rights and the name and trademark rights of third parties nor transgress the bounds of decency.
- 2.7 The user is legally obligated to keep the assigned password a secret and must not communicate it to a third party.

2.8 As far as personal details of the user change, the user is responsible for their update. All changes can be made online after the login to the user account.

3. **Type and scope of services**

- 3.1 Type and scope of mutual services are regulated by contractual agreements.
- 3.2 The essential characteristics of our services, the services and data that have to be provided by the user and the duration of limited services can be found in the respective product descriptions within the framework of our offers.
- 3.3 Before concluding the contract, the user has checked that the specification of the services is in accordance with the user's wishes and needs.
- 3.4 Receiving the data via mobile communications depends on the technical conditions and capacities of the respective mobile networks.

4. **Quality of our data, delivery**

- 4.1 Within the framework of our services we offer the user access to data provided on an individual basis ("forecast data"), in particular to power generation forecast data.
- 4.2 The forecast data are protected by copyright and/or ancillary right laws in our favor.
- 4.3 Details about the informative value and quality of the respective forecast data provided by us can be found at www.4-cast.de/faq. Before utilizing forecast data, these details must be observed in order to avoid incorrect applications and damages.
- 4.4 The services provided by **4Cast** are forecasts. Any liability regarding the actual occurrence of the forecasts provided cannot be accepted and is explicitly excluded.
- 4.5 The user utilizes the forecast data at his/her own risk. We cannot be held liable for damages due to the user's decisions or actions, which are based on an interpretation of forecast data.
- 4.6 The supply of forecast data occurs either via data retrieval or shipment to the user. The mode of the supply is defined in the contract. The transmission takes place by using suitable and customary transmission services. It cannot be guaranteed that the data communication is error-free and available at all times taking into consideration the current state of technology. **4Cast** cannot be held liable for technical or electronic errors occurring through no fault of its own. **4Cast** is not obliged to check whether the delivery was actually received by the user.

5. **Prices and payment, price changes**

- 5.1 Provided that our services – in accordance with the description of our online offer – are marked as „free" or „free of charge", this relates exclusively to the indicated period of time.
- 5.2 In case of the use of a fee-based service, the price for the respective service which is valid at the time the order is placed is effective.
- 5.3 Please note that receiving our data via email abroad might bring about additional costs for the customer, which may be charged by the mobile service provider.

- 5.4 An agreed one-off payment becomes due at the time the contract is concluded.
- 5.5 Fees which, according to the price model and price arrangement, arise from monthly or other continuous intervals are billed in advance.
- 5.6 The user can either pay via bank transfer, direct debit, and credit card or by using the payment services displayed at our website or during the ordering process. The method of payment saved in the user account can be changed at any time.
- 5.7 For the transmission of payment details we use the SSL transmission method in order to encrypt your personal data (see number 16).
- 5.8 In case of continuing obligations we may raise our prices yearly by a maximum of 10 percent. The raising of prices becomes effective within a period of 40 days following the notification. In case of raising the prices the user has the extraordinary right to terminate the contract within 30 days following the notification of the change becoming effective with the occurrence of the price change.
- 5.9 The user is not entitled to a reimbursement of already paid fees due to the non-usage of the services.

6. **User's Rights of use**

- 6.1 Upon full payment of the fee, which has been agreed upon in the contract, the user is granted the simple (non-exclusive) right – unlimited in relation to place and time, irrevocable, non-sub licensable and non-transferable – to use forecast data, which have been made available and transmitted in accordance with the contractual context, for the generation and marketing of electricity.
- 6.2 The independent commercialization to third parties of forecast data and services offered is not permitted without our explicit consent.
- 6.3 It is not permitted to filter names and address data as well as email addresses from our services, in particular to use them for advertising or other measures.

7. **Data provided by the user, consent to usage by 4Cast**

- 7.1 For the purpose of providing our services, the user is required to submit the technical data and manufacturing data ("plant data") of the plant concerned.
- 7.2 The plant data are used for generating individual forecasts for the user. They also provide the basis for the improvement of existing models and the forecasting quality.
- 7.3 The user assures that plant data which the user or another person upon the user's request has entered and transmitted are correct to the best of the user's knowledge and that the transmission of the relevant data does not violate the rights of third parties. The user is not assuming further liability for the correctness of plant data.
- 7.4 Entering and transmitting the plant data, the user agrees to the unlimited use of the respective data by **4Cast** in compliance with its privacy statement (number 16 as well as the privacy statement published separately at our website). This usage right continues to apply even after the termination of the contract.

8. **Alteration of services**

- 8.1 Regarding products which are free of charge, we expressly reserve the right to alter, supplement or delete our services without prior notice or to discontinue the publication temporarily or even permanently.
- 8.2 We are also entitled to revise or update our services.

9. **Refusal of performance**

We reserve the right to refuse the use of services ordered if the user has not yet performed his/her obligations, especially if direct debits of due fees cannot be honored or if direct debits are recharged. Costs arising from the refusal of services as well as for the renewed provision of our services will be borne by the user, if the user can be held responsible for the refusal of the use of services.

10. **Liability for defects**

- 10.1 We reserve the right to choose the manner of the supplementary performance in the case of a deficiency. The warranty period amounts to one year starting from the date of the first provision of data. This period does not apply in the case of claims for damages due to deficiencies.
- 10.2 The user does not receive any guarantees from us in the legal sense.

11. **Liability for damage**

- 11.1 Our liability for breaches of contractual obligations as well as for tort is limited to intent and gross negligence. This shall not apply in cases involving harm to life, body and health of the user, claims based on the Product Liability Act, on the breach of essential contractual obligations and damages caused by delay. In this respect we are liable for every degree of default.
- 11.2 As far as a liability for damages that do not involve harm to life, body and health of the user is not excluded for slight negligence, such claims lapse within a year commencing with the occurrence of the claims or in the case of claims for damages due to a deficiency from the point of time our services are being utilized.
- 11.3 As far as that the liability for damages against us is excluded or restricted, this also applies to the personal liability for damages of our employees, staff members, representatives and vicarious agents.

12. **Force majeure**

- 12.1 No party shall be liable to perform the contractual obligations in the event and for the duration of force majeure. An event of force majeure is considered an unusual event, which the liable party cannot control and the consequences thereof cannot be prevented despite using due diligence or by means of economically reasonable arrangements.
- 12.2 In particular, the following circumstances are to be considered as force majeure in this sense:
 - Explosion / fire / flooding beyond the party's reasonable control

- war, mutiny, blockade, embargo, strikes or lockouts
- technical problems with the Internet beyond the control of a party
- unavailability of weather forecast data for the affected areas that is beyond the control of a party

13. **Infringement of intellectual property rights**

- 13.1 In the case of claims by third parties towards the user on behalf of intellectual property rights which are violated by us, we exempt the user from the said claims at our cost. The user is obliged to inform us immediately about the claims of third parties. In case the user does not inform us without any delay about claims made by third parties, this right to exemption lapses.
- 13.2 In case of infringements of intellectual property rights we can – irrespective of possible compensation claims of the user – at our discretion and at our own expense regarding a particular service
- a. make alterations according to a prior agreement of the user, which ensure – taking into account the interests of the user – that an infringement of intellectual property rights no longer exists;
 - b. acquire the necessary rights of use for the user.

14. **Term of the contract, cancellation**

- 14.1 The contractual relationship commences at the time of the conclusion of the contract. The provision of services begins at the agreed date as laid down in our online offer or as laid down in an individual offer.
- 14.2 Where applicable, the fixed term and terminability shall apply as has been agreed in accordance with our online offer or based on an individual offer. If the contract has been concluded for an indefinite period, the contract may be terminated by either party giving a one month notice by the end of the month.
- 14.3 **4Cast** may terminate the contract at any time without further notice should the user fall into arrears with payments.
- 14.4 The right of extraordinary termination remains unaffected.
- 14.5 The cancellation of the contract must always be made in writing.

15. **Set-off**

The user is entitled to offset payment against our demands only if the claims are legally valid or acknowledged by **4Cast**.

16. **Modification of general terms of conditions**

Modifications of the general terms of conditions will be announced to the user in written form. The user has the right to object in writing to the changed GTC within a period of two months beginning with their announcement. The user will be expressly notified of this right when changes of the GTC are being announced. Upon expiry of that period of time, the GTC are rated as accepted by the user, if the user has not made use of his/her right of objection or has not made use of it in time.

17. **Privacy Protection**

- 17.1 All personal data of the user, which have been provided voluntarily (title, name, address, date of birth, e-mail address, phone number, fax number, details of the bank account, credit card number) will be used exclusively in accordance with the German Data Protection Act.
- 17.2 The transmission of the personal data takes place in an encrypted format using the SSL transmission method.
- 17.3 Your personal details, as far as they are needed for the initiation, arrangement or change of the contractual relationship (inventory data), will be used exclusively for processing the contracts concluded between you and us for example the distribution of services to the address you have given. Any further use of your inventory data for purposes of advertising and market research or for the needs-based design of our offers requires your explicit consent. You may express this consent before placing your order. Your declaration of consent is entirely voluntary. It can be accessed at our website and you can revoke it at any time.
- 17.4 Your personal data, which are needed for making the utilization of our offers possible and for billing (usage data), will also be used exclusively for processing the contracts concluded between you and us. Such usage data include features which serve to identify you as a user, details about start and end times as well as the extent of the respective utilization, and details about the tele-media you are utilizing as a user. Beyond that we will be using such usage data for purposes of advertising and market research or the needs-based design of our telemedia for creating usage profiles by means of pseudonyms. Under no circumstances will any user profile covered by a pseudonym be combined with data concerning the holder of the pseudonym.

18. **Right of revocation**

For further information or in case you wish to access or revoke your expressed consent for the utilization of your inventory data or if you wish to dissent to the use of your usage data, you may contact our support using the following e-mail address: info@4-Cast.com.

19. **Legal validity of German and English version of general terms and conditions**

This text shall be governed by and construed in accordance with the laws of Germany. In the case that contractual clauses are executed both in the German and the English language, the German version shall prevail in the event of any inconsistency between the German and English version.

20. **Final provisions**

- 20.1 Legally relevant declarations and notifications that the user has to submit to us or a third party are required to be in writing.
- 20.2 As far as nothing else is agreed upon in the respective contract or above-mentioned provisions, our registered office is the place of fulfillment and payment.
- 20.3 This contract is subject to the jurisdiction of the Federal Republic of Germany.



The application of the international private law (IPR) and the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

- 20.4 The exclusive place of jurisdiction is Potsdam in case of contracts with merchants, legal persons governed by public or private law or persons.