

Terms and Conditions (T&Cs) of 4Cast GmbH & Co. KG

Table of contents

1. Scope of application; customer group	1
2. Proposal, registration, and contract conclusion	2
3. Type and scope of obligations	2
4. Quality of our data; transmission	3
5. Prices and payment; price changes	3
6. Rights of use granted to the User	4
7. Data provided by the User; granting consent to 4Cast to use the data	4
8. Changes to services	5
9. Refusal of service	5
10. Liability for defects	5
11. Liability for damage	5
12. Force majeure	6
13. (Intellectual) property right infringements	6
14. Contract term and termination	6
15. Offsetting	7
16. Changes to the T&Cs	7
17. Data privacy	7
18. Right of revocation	8
19. Deviations between the German and English text	8
20. Final provisions	8

1. Scope of application; customer group

1.1 These Terms and Conditions (hereinafter referred to as “T&Cs”) apply to the fee-based and free use of all services offered by 4Cast GmbH & Co. KG (hereinafter referred to as “4Cast”) by the users of these services (hereinafter referred to as the “User”). These services mainly constitute the generation of electricity production forecasts, the delivery of corresponding anticipated production data for energy plants (e.g. wind energy and photovoltaic plants), and the specific commissioning of 4Cast by the User to prepare wind and yield assessment reports.

1.2 Our T&Cs shall apply in the version effective at the time of use and override all other T&Cs. Terms and conditions of the User that contradict or deviate from our T&Cs shall not become part of the contract unless we have explicitly agreed to their validity in writing. That shall also apply even if we perform a service without reservation, despite being aware of the terms and conditions of the User that contradict or deviate from our T&Cs.

1.3 When concluding similar contracts, our T&Cs shall also apply without the need to refer to them again.

1.4 Our services are exclusively intended for traders – specifically only the end users of our services as defined in Section 1.5 below. For the purposes of these T&Cs, a “trader” means a natural or legal person or a partnership with legal personality who or which,

when concluding the contract, acts in exercise of their trade, business, or profession (Section 14(1) of the German Civil Code [Bürgerliches Gesetzbuch – BGB]).

1.5 Furthermore, our services are exclusively intended for end users. To the extent permitted by law, reselling our services to third parties and trading the forecasts, data, and assessment reports provided by us shall not be permitted without concluding a further agreement with us (see also Section 6 regarding this).

2. Proposal, registration, and contract conclusion

2.1 The presentation of our services on the Internet does not constitute a binding proposal by 4Cast.

2.2 Registration by the User and the subsequent ordering of the data delivery service (email/FTP/API) constitutes a binding request by the User, which we can honor within a week by sending an order confirmation or by providing the service. However, being approved as a recipient of our services is not an entitlement.

2.3 4Cast shall not be commissioned by online means to prepare a wind assessment report, but rather on the basis of an individual proposal issued by 4Cast on the request of the User prior to order placement. In the case of deviations between the proposal and these T&Cs, the terms and conditions stated in the proposal shall take precedence.

2.4 For fee-based services as defined in the special user specifications (master, wizard, and potentially other products marked as such in our online proposal), a proposal will be prepared and sent to the User on their request. A contract will be concluded when the User accepts this proposal.

2.5 The data required for registration must be provided truthfully and in full by the User.

2.6 When setting up the retrieval options for the data delivery service, the User will receive confirmation that the receipt of messages has been activated as well as a password for customized configuration of the forecasting service on <https://4-cast.de/>. Retrieval will be made possible to the User in various ways. If the User chooses a username and password, the username must not infringe third-party rights or other naming and trademark rights and must also not be offensive.

2.7 The User must keep their chosen or assigned password secret and not disclose it to third parties under any circumstances.

2.8 If the User's personal details change, they are responsible for updating them. All changes can be made online after signing into their user account.

3. Type and scope of obligations

3.1 The type and scope of mutual obligations are set out in the contractual agreements.

3.2 The fundamental aspects of our obligations, the User's obligations, the data to be provided by the User, and the duration of fixed-term obligations are detailed in the separate product or service descriptions forming part of our proposals.

3.3 Prior to the contract conclusion, the User shall have checked to ensure that the product and service specifications meet their requests and requirements.

3.4 Receipt of our data via mobile communications is only possible in the latest stage of technical development of the corresponding cellular networks.

4. Quality of our data; transmission

4.1 Within the scope of our services, we provide access to individually prepared data (hereinafter referred to as "forecast data"), in particular electricity production forecast data.

4.2 The forecast data is owned by us and protected by our copyrights or related rights.

4.3 Details on the informative value and quality of the forecast data provided by us can be found at <https://4-cast.de/#3>. It is mandatory to take note of and read these details before using the forecast data in order to avoid incorrect use and prevent damage.

4.4 4Cast's services are forecasts. 4Cast does not provide any guarantee that the delivered forecasts will actually materialize and explicitly assumes no liability in relation to this.

4.5 The User uses the forecast data at their own risk. We assume no liability for damage resulting from decisions made or actions taken by the User on the basis of the forecast data and assessment reports. Our liability is otherwise governed by Sections 10 and 11 of these T&Cs.

4.6 The forecast data is made available either by the User retrieving it or being sent it. The transmission method is defined in the contract. The data is sent via suitable transmission services that are widely used on the market. The current state of the art does not always allow for error-free and constantly available data communication. 4Cast consequently assumes no liability for technical or electronic errors that occur through no fault of its own. 4Cast is not obligated to check that the service has actually been received by the User.

5. Prices and payment; price changes

5.1 If our services are described as "free" or "free of charge" in our online proposal, this only refers to the time period stated.

5.2 Use of a fee-based service will be charged at the prices applicable for this service at the time of order placement.

5.3 We hereby expressly forewarn the User that they may incur additional charges from their cellular provider when receiving our data by email in countries outside of Germany.

5.4 Upon the contract conclusion, an agreed-upon one-time payment shall become immediately due.

5.5 Payments that are due monthly or at other consecutive intervals based on the price model and price agreement will be billed in advance.

5.6 The User can remit the payment by bank transfer, direct debit, or credit card, or by using the payment services shown on our website or during the ordering process. The User can change the payment method that is saved in their user account at any time.

5.7 For the transmission of payment data, we use the SSL security protocol to encrypt your personal data (see Section 17).

5.8 In the case of a continuing obligation, we are permitted to increase prices by a maximum of 10% per year. Price increases will become effective 40 days after we have given notice thereof. In the event of a price increase, the User has the right to terminate the contract with effect from the start date of the price change by notifying 4Cast within 30 days of notice of the change.

5.9 The User shall not be entitled to a refund of any paid amounts on the grounds of non-use of the service.

6. Rights of use granted to the User

6.1 Upon full payment of the fee agreed in the contract, the User will be granted the right to use the forecast data prepared and provided within the scope of the contract as well as the wind and yield assessment reports potentially forming part of the contract for the purposes of generating electricity and placing it on the market. This right shall be non-exclusive, unrestricted in terms of place and time, irrevocable, non-sublicensable, and non-transferable.

6.2 The User is not permitted to separately market the forecast data, assessment reports, or other services to third parties without our prior written authorization.

6.3 The User is not permitted to filter out names, postal address details, or email addresses from our services, particularly for advertising purposes or other measures.

7. Data provided by the User; granting consent to 4Cast to use the data

7.1 To render our services, we require the User to send technical data and production data relating to their plants (hereinafter referred to as "plant data").

7.2 The plant data both enables 4Cast to prepare tailored forecasts for the User and helps improve the underlying models and forecasting quality. The plant data also enables us to prepare wind and yield assessment reports.

7.3 The User is responsible for ensuring that the plant data entered and transmitted by them or at their behest is accurate to the best of their knowledge and does not infringe any third-party rights. Any further liability for the accuracy of the plant data shall not be assumed by the User.

7.4 By entering and transmitting the plant data, the User consents to its unrestricted use by 4Cast in compliance with our data privacy statement (see Section 17 and the separate statement published on our website). This right of use shall continue to apply beyond the termination of the contract.

8. Changes to services

8.1 We expressly reserve the right to change, supplement, discontinue, or temporarily or permanently stop publishing our services for free products without giving specific notice.

8.2 We are also entitled to redesign or update our services.

9. Refusal of service

We are entitled to deny use of the ordered service if the User has not fulfilled their obligations, particularly if a direct debit for payable fees has not been honored or has failed. The costs of the refusal of service and the service resumption shall be borne by the User if they are the cause of the refusal of service.

10. Liability for defects

10.1 In the event of a defect, we reserve the right to choose how to rectify it. The warranty period covers one year. This time limit shall not apply in the case of claims for damage or compensation due to defects, in which case Section 11 shall apply.

10.2 We do not provide any legal guarantees to the User.

11. Liability for damage

11.1 Our liability for breaches of contractual obligations and for torts is limited to willful intent and gross negligence. However, this does not apply in cases of death, bodily injury, and damage to the health of the User, claims under the German Product Liability Act [Produkthaftungsgesetz – ProdHaftG], claims arising from the breach of material contractual obligations, and compensation for damage caused by late performance or delay; in such cases, we assume full liability.

11.2 Provided that liability for damage not related to death, bodily injury, and damage to the health of the User is not excluded for slight negligence, such claims shall lapse within a year of the claim arising or – in the event of claims for compensation due to defects – from the point at which the User used our service for the first time.

11.3 If our liability for compensation is excluded or limited, this shall also apply to the personal liability of our employees, personnel, representatives, and vicarious agents.

12. Force majeure

12.1 In the event of force majeure and for the duration of it, neither party shall be obligated to fulfill their contractual obligations. Force majeure is an extraordinary event over which the affected party has no control and the consequences of which could not have been avoided despite exercising due diligence or at an economically justifiable cost.

12.2 In this sense, the following circumstances in particular are to be regarded as force majeure:

- Fire/explosion/flooding for which the contracting party is not responsible
- War, mutiny, blockade, embargo, strike, or lockout
- Technical Internet problems over which the contracting party has no control
- Unavailability of weather forecast data for the relevant areas if the contracting party has no control over this circumstance

13. (Intellectual) property right infringements

13.1 At our own expense, we indemnify the User from all third-party claims as a result of us infringing (intellectual) property rights. The User must inform us without delay if any third-party claims are asserted against them in this respect. If the User fails to provide this information, they shall no longer be entitled to the aforementioned indemnity.

13.2 In the event of (intellectual) property right infringements and without prejudice to any claims for damage or compensation asserted by the User, we may at our own expense choose to either

- a. after consulting the User, make changes to the affected service to ensure that the (intellectual) property rights are no longer infringed, while still satisfying the interests of the User, or
- b. acquire the necessary rights of use on behalf of the User.

14. Contract term and termination

14.1 The contractual relationship commences upon conclusion of the contract. The services are made available with effect from the date and time agreed in our online proposal or in a separate individual proposal.

14.2 Any fixed term and any terminability agreed in our online proposal or in a separate individual proposal shall apply. If a contract has been concluded for an indefinite period, it can be terminated at any time by either party. In this case, a notice period of one month shall apply, starting from the end of the month in which notice is given.

14.3 4Cast shall be entitled to terminate the contract without observing a notice period if the User is in payment default.

14.4 The right to terminate the contract for cause shall remain unaffected.

14.5 Notices of termination must be in writing.

15. Offsetting

The User is only permitted to offset our receivables with claims from the same contractual relationship or with claims that have been established by law or that we have agreed to.

16. Changes to the T&Cs

The User will be notified in writing of any changes to the T&Cs. The User has the right to object to the changed T&Cs within two months of being notified in writing. When notified of the changes, the User will be explicitly reminded of this right. Once the two months have expired, it shall be assumed that the User has accepted the changed T&Cs if they have not exercised this right of objection, either at all or on time.

17. Data privacy

17.1 Any personal data voluntarily disclosed by the User (title, name, postal address, date of birth, email address, phone number, fax number, bank account details, credit card number) will only be used by us in accordance with German data privacy laws.

17.2 Personal data will be transmitted in encrypted form using the SSL security protocol.

17.3 If your personal data is required in order to establish a contractual relationship, formulate its content, or change it (master data), this data will only be used to execute the contracts concluded between us, for example delivering services to the address you have provided. Your express consent is required for any other use of your master data for the purposes of advertising, market research, or adapting our services to your needs. You are given the opportunity to declare your consent before you place your order. This declaration of consent is entirely voluntary and can be retrieved on our website and revoked by you at any time.

17.4 If your personal data is required in order to grant you access to our services and bill you for them (usage data), this data will also initially only be used to execute the contracts concluded between us. In particular, this usage data comprises attributes that identify you as a User, information about the start, end, and extent of your use, and information about the teleservices used by you. We will also use this usage data for the purposes of advertising, market research, or adapting our teleservices to your needs in order to create usage profiles under pseudonyms. Under no circumstances will usage profiles be combined with data about the person behind the pseudonym. You are entitled to object to this use of your usage data and can do so in your user account.

18. Right of revocation

If you would like more information, want to retrieve or revoke the consent that you have expressly declared in relation to the use of your master data, or want to object to the use of your usage data, you can also contact our support team using the email address info@4Cast.com.

19. Deviations between the German and English text

These T&Cs and any contracts concluded on the basis of these T&Cs are subject to and should be interpreted in accordance with German law. If contractual provisions or these T&Cs are issued in both German and English, the German version shall take precedence in the event of deviations between the German and English version.

20. Final provisions

20.1 Legal declarations and notices issued by the User to us or a third party must be made in writing.

20.2 Unless otherwise stated in the corresponding contract or the preceding provisions, the place of performance and payment shall be our registered office.

20.3 This contract is subject to the laws of the Federal Republic of Germany, without giving effect to the principles of conflict of laws or the regulations of the United Nations Convention on Contracts for the International Sale of Goods.

20.4 Potsdam, Germany, shall be the exclusive place of jurisdiction for contracts with traders, legal persons under public or private law, or special funds under public law.