

GENERAL TERMS AND CONDITIONS OF ACCESS TO AND USE OF THE WEBSITE

- IBERDROLA Energie Deutschland GmbH (hereinafter IBERDROLA) offers access to the website www.iberdrola.de according to the following conditions of use.

- **Access and users**

These CONDITIONS OF USE, without prejudice to any other specific condition that may be applicable in the event that the USER intends to purchase one or more products or services offered, govern the access to the website www.iberdrola.de by a USER.

The portal service is provided free of charge. However, IBERDROLA reserves the right to restrict access to certain services exclusively to registered USERS who have completed the user registration form available to anyone who wishes to register.

- **Registration for services as a registered user**

The information entered by a User on the registration form must be truthful and accurate.

The USER undertakes to treat his or her username and password with care, and not to disclose them to third parties. The USER further undertakes to inform IBERDROLA promptly of any loss, theft or other risk relating to access to these details by a third party.

- **Modifications**

IBERDROLA reserves the right to modify, enlarge or suspend the presentation, configuration, technical specifications, content and services of the website, at any time, unilaterally and without prior notice to the USER.

IBERDROLA also reserves the right to modify these CONDITIONS OF USE at any time, as well as any other special condition contained on the website www.iberdrola.de. IBERDROLA shall notify the USER in writing or in electronic form of any modification of these conditions with a notice period of at least thirty (30) days before their effective date. The modified conditions will become effective only if the USER does not object within the above mentioned period in writing or in electronic form. IBERDROLA is required to inform the USER separately of said consequences in the notification.

- **Conditions of use**

The USER undertakes to make good use of the content and services of the website www.iberdrola.de, which may not under any circumstances be used for activities that are unlawful or contrary to public order, national security or public health.

The USER is expressly authorised to view all the information contained on the website, as well as to reproduce it on his or her own computer systems, provided that the said content is not passed on to third parties.

○ Intellectual and industrial property

The intellectual and industrial property rights relating to the website www.iberdrola.de, including its graphical design and computer code, as well as to trading names, trademarks and distinctive marks, are owned by IBERDROLA, unless expressly indicated otherwise.

Any reproduction, distribution, commercialisation or transformation of the content that is not expressly authorised by its owners constitutes an infringement of the intellectual and industrial property rights protected by law.

IBERDROLA may take appropriate administrative, civil or criminal action in the event of any infringement of the said rights by the USER.

○ Warranty and liability disclaimer

The pages of the website www.iberdrola.de are accessed and used on the sole and exclusive responsibility of the USER.

IBERDROLA provides the USER with access to the website www.iberdrola.de in accordance with these conditions “as is”. IBERDROLA is not obliged to provide specific functions or other requirements, in particular with respect to availability.

IBERDROLA excludes any warranty and liability for and in connection with the use by the USER of the website www.iberdrola.de. The liability of IBERDROLA for wilful intent and gross negligence and the fraudulent non-disclosure of defects remains unaffected.

○ Use of cookies

www.iberdrola.de uses proprietary and third-party cookies to facilitate browsing on its pages and to achieve greater effectiveness and personalisation of the services offered to USERS. For more information about the use of cookies, please see the section [Iberdrola's Cookie policy](#).

○ Severability

Should one or several provisions of these CONDITIONS OF USE be or become invalid or unenforceable, the remaining provisions of these CONDITIONS OF USE will remain unaffected. An effective provision in place of the invalid or unenforceable provision which comes legally and economically as close as possible to the spirit and purpose of the invalid or unenforceable provision is deemed agreed. This applies accordingly to any gaps in these CONDITIONS OF USE.

○ Jurisdiction and applicable law

These conditions of use and the business relation arising between IBERDROLA and the USER hereunder shall be governed exclusively by the law of the Federal Republic of Germany, subject to exclusion of German conflict of laws rules and all international and supranational (contract) laws, in particular the United Nations Convention of Contracts for the International Sale of Goods of 11 April 1980 (CISG). German law.

The exclusive legal venue of all disputes arising under or in connection with these CONDITIONS OF USE and/or with respect to the validity of these CONDITIONS OF USE is Berlin. The place of performance for all services under or in connection with these CONDITIONS OF USE is Germany.