

Usage and Privacy Provisions

The following Usage and Privacy Provisions apply exclusively to continued usage of the EnBW e-portal and an administrator or user account as well as the usage of information by EnBW. For additional steps, especially any orders, the general Purchasing Conditions of the EnBW Group apply unless otherwise agreed on in individual contracts.

1 Usage of the EnBW e-portal

- When registering the User agrees to the Usage and Privacy Provisions. By transferring access data, EnBW provides the User with usage of the service exclusively in accordance with these conditions.
- Creation of an administrator or user account and acceptance of these Usage and Privacy Provisions neither constitute the User's entitlement to conclude subsequent contracts with EnBW nor compensation claims or other secondary claims.

2 The User's obligations

- The User declares that the data and information they enter into the EnBW e-portal is complete and correct and that the User is authorised to share this information with EnBW. The User is obliged to keep this data as well as their master data and additional information up-to-date at all times. EnBW is not obliged to check the accuracy of the information sent by the user and assumes no responsibility for it.
- The user is obliged to treat the data in their administrator account (especially user name and password) in a confidential manner and to ensure that no third party attains knowledge of this information. If it comes to the User's attention that this data has been accessed by unauthorised third parties, he/she is obliged to notify EnBW of this immediately. EnBW is then authorised to block access to the EnBW e-portal and decide freely to provide new access data.
- The User who is registered as the administrator is entitled to add other persons as users, allowing them access to the EnBW e-portal or blocking them. Changes

to these persons must be entered immediately into the EnBW e-portal. The User is obliged to ensure proper and lawful usage of the EnBW e-portal by his/her employees.

- Information and content from the EnBW e-portal can only be used insofar as is necessary to utilise the EnBW e-portal and its functions.

3 Notes on privacy protection

- General information about privacy protection is available at <https://www.enbw.com/datenschutz/>. In addition, the following additional conditions apply as part of supplier qualification:
- EnBW only uses the personal data collected in the supplier portal in accordance with applicable legal regulations. In addition to company-related tasks, personal data (e.g. for the purpose of contact and communication) is also partially processed and used as part of contract initiation, for the strategic EnBW e-portal, managing user accounts and order processing. Furthermore, the usage of personal verifying documents or qualifications can come into question in individual cases. EnBW hereby observes the requirement of data minimisation and uses the data exclusively as part of the EnBW e-portal's purpose.
- After ending usage of the EnBW e-portal (e.g. through discontinued usage of the EnBW e-portal or termination of the supplier relationship) the User's personal data is deleted as soon as it is no longer needed with regard to settling contractual or business relations. If there are legal retention periods the data is blocked instead of deleted. Upon written request the EnBW is happy to inform the User about saved personal data.

4 Miscellaneous provisions

- The user is not entitled to usage or certain availability of the EnBW e-portal. EnBW can revoke and discontinue the services at any time.
- EnBW is authorised at all times to block or delete the User in the event of violations to these conditions or other legal infringements. Similarly, the participating company can demand that EnBW block, delete or adjust the administrator account.

- Insofar as EnBW provides content and information on the EnBW e-portal, it is only liable for wilful intent and gross negligence and for injuries to life, limb and health. Furthermore, EnBW is only liable in cases where liability cannot be legally excluded (e.g. in accordance with product liability law). Insofar as liability due to the violation of essential contractual obligations comes into question, in the event of minor negligence it is limited to predictable, contract-typical damage. The User's damage compensation claims for direct or consequential damage including lost profit as well as the loss or unauthorised perusal of data by third parties associated with the usage of the service is excluded.
- The EnBW e-portal is generally not aimed at the consumer. These Usage and Privacy Provisions therefore only apply to companies according to § 14 BGB. The Supplier's General Terms and Conditions that oppose or supplement these Usage and Privacy Provisions are not applicable, even if their inclusion is not expressly contradicted.
- EnBW reserves the right to change or make additions to these Usage and Privacy Provisions in the future. We will provide separate notice of any changes to these Usage and Privacy Provisions.
- The law of the Federal Republic of Germany applies. To the extent permissible, Karlsruhe is the agreed place of jurisdiction.