

Terms of use for the usage of the online customer portal

Status January 2024

1 Scope of application

These Terms of Use (hereinafter "ToU") apply to the registration in the customer portal and its use. The customer portal is made available by RAG Energy Storage GmbH (hereinafter "RES") at www.rag-energy-storage.at/en/ to customers with a concluded gas storage contract. These ToU apply to the use of all current and future services offered in the customer portal unless special terms of use have been agreed for individual services. In the event of contradictions between the ToU and the provisions of the storage contract concluded with the customer, the provisions of the respective storage contract shall prevail.

2. Registration in the customer portal

The initial registration of a customer shall be carried out by an employee of RES. The customer shall receive a welcome e-mail with a link to the login data to the customer portal as well as a temporary password and the request to reset his password after setting up the two-factor authentication and to choose a new one. After logging in for the first time with the password chosen by the customer, the customer is asked to set up two-factor authentication. By clicking on this link, the customer agrees to the current ToU, which are linked in the welcome e-mail.

The following data is required for registration and login:

- Name of the customer and the responsible employee
- E-mail address (= username)
- Password
- For the multi-factor authentication: OTP application (e.g., Google Authenticator)

3. Costs

Registration and use of the customer portal are free of charge.

4 Duration, termination, cancellation/blocking of access

The prerequisite for authorization to use the customer portal is a valid storage contract between the customer and RES. After termination of the storage contract, access to the customer portal shall remain active for at least another 6 months. RES will then deactivate access. After successful deactivation, all registration and login data (but not the data from the customer's storage contracts) shall be deleted. The customer is entitled to cancel access to the customer portal at any time by sending an e-mail to myrag@rag-energy-storage.at, stating the username. RES shall be entitled to block or terminate the contract for the use of the customer portal

without stating reasons but subject to a reasonable notice period. The customer shall be notified of the termination/blocking of access by e-mail to the last e-mail address provided.

5 Scope of the right of use

Use of the customer portal is only intended for the customer's own purposes. In particular, the customer or their registered employee may view the following data when using the customer portal:

- Contract numbers
- Storage level
- Injection and Withdrawal
- Storage reports
- Login data

RES shall endeavor to operate the customer portal continuously and keep it usable in accordance with the existing technical, economic, operational, and organizational possibilities. However, there is no legal entitlement to the use and maintenance of the customer portal. RES is entitled to change or restrict the scope of use at any time or to discontinue the customer portal. RES is entitled to interrupt access to the customer portal for service and maintenance work at any time.

6 Obligations of the customer

The customer and his registered employee are obliged to keep the login data (username, password) secret and not to pass them on to third parties. In the event of loss of the data or suspicion of unauthorized use by third parties, the customer is obliged to notify RES by e-mail to myrag@rag-energy-storage.at immediately after becoming aware of this and to request new login data. Furthermore, the customer is obliged to keep his data or the data of the registered employee in the customer portal up to date and to either make changes or corrections himself or to notify RES of the necessary changes by e-mail to myrag@rag-energy-storage.at.

The customer or its registered employee must exercise the greatest possible care when using the customer portal and ensure that appropriate security measures are taken. In the event of a breach of the above obligations, the customer shall indemnify and hold RES harmless if RES is held liable by third parties.

7 Data protection, information on data processing

The processing of personal data in connection with the online customer portal is carried out in accordance with the GDPR and the DSG. RAG Energy Storage GmbH, Canovagasse 1-5, 1010 Vienna, Austria, is responsible for data processing. When registering for and using the online customer portal, the data provided by the storage customer, or its registered employee shall be processed in accordance with point 2 of these ToU; this data shall be processed exclusively for the purpose of making the online customer portal available and is necessary for this purpose within the meaning of Art 6 para 1 lit b) GDPR. RES uses SIWA Online GmbH,

based in Austria, for the login process and for hosting the online customer portal, whereby their data processing also takes place exclusively within the EU/EEA.

Personal data in connection with the online customer portal will only be stored for the period described in point 4 of these ToU, after which it will be deleted. Customers and their registered employees have the right to correction, erasure, restriction, and objection; any correspondence in this regard must be sent to the address stated in Section 6 of these ToU. There is also the right to lodge a complaint with the data protection authority. The data protection officer responsible for RES can be contacted at datenschutzbeauftragter@rag-austria.at. The customer declares that it has brought this information to the attention of its registered employee prior to the employee's registration in the online customer portal.

8 Liability

Except for personal injury, RES shall only be liable in cases of intent and gross negligence. RES shall not be liable for damages incurred by the customer because of incomplete or incorrect information for registration for the customer portal or use thereof. Liability is also excluded for damages caused by the behavior of third parties if the third party obtains the customer's login data due to a lack of due diligence on the part of the customer. RES is not liable for the constant availability of the customer portal or for the accuracy, completeness or up-to-datedness of the data presented there. For binding information (particularly storage level confirmations), please contact the e-mail address given above under point 6.

Regarding the free provision of the customer portal, liability for loss of profit, lost or altered data, indirect and consequential damages as well as damages from third-party claims is excluded, insofar as this does not conflict with mandatory law. This also applies if, for technical reasons, the delivery of reports is not possible or does not take place in a timely manner.

The customer shall indemnify and hold RES harmless in the event of a breach of its obligations under these ToU and in the event of unlawful conduct in connection with the registration for use or the use of the customer portal.

9 Amendments to the ToU

RES shall be entitled to amend these ToU at any time, whereby the customer shall be notified of amendments to these ToU in good time by electronic means. If the customer notifies RES within a period of two weeks from receipt of the notice of amendment that it does not accept the amendments, this agreement on the use of the customer portal shall end on the last day of the following month.