

Terms and Conditions

1. GENERAL INFORMATION

These Terms and Conditions of Use and the Privacy Policy govern the use of the website www.opendata.edp.com, owned by EDP Inovação, SA, here and after denominated by EDP.

If you would like to contact EDP on matters related to this website, please complete the form available at <https://opendata.edp.com/pages/contact0/>

The user is fully responsible for access to and use of this website, which is subject to the acceptance of these terms and conditions of use. The use of this website, as well as the relationship between EDP and users, is governed by the applicable Portuguese laws.

EDP reserves the right to amend these terms and conditions of use, whenever it deems necessary, at any time, with or without advance notice. Click on the "Terms and Conditions of Use" on the EDP website to check the current version. The most up-to-date version of the Terms and Conditions of Use replaces all the previous versions.

If you do not agree with these Terms and Conditions of Use, do not use the website. These Terms and Conditions of Use constitute a contract between the user and EDP and apply to the use of the website. It is the user's responsibility to read and review them whenever they access the website, in order to be aware of any changes made, since these affect their rights.

2. INTELLECTUAL PROPERTY RIGHTS

The contents of this website include, without limitation, images, texts, software, photographs, sound, music, videos, interactive and related resources ("Content"), trademarks and logos ("Trademarks") or any other industrial or intellectual property rights contained therein, which belong to EDP, and their use by unauthorized third parties is expressly prohibited. The contents of this website are provided solely for personal information and use, and may not be used, copied, reproduced, distributed, transmitted, disseminated, sold, licensed or used in any other form for any other purpose without the prior written consent of the respective owners. The user declares that he/she shall not use, deactivate or interfere with the resources related to the security of the Website and the Application.

However, the user may print the material contained on this website, so long as it is not amended, whether for personal or for non-commercial use, and maintains the indication of the

source and the copyrights, and so long as no other indication of ownership is removed.

Except when explicit marked on the data set licenses, nothing contained on this website should be construed as granting any type of license or other form of permission to its users.

Each data set is clearly identifying with the corresponding user license. By downloading or accessing the data, the user clearly accepts the conditions of website and data-set license.

The website may contain images or other materials with copyrights belonging to third parties, such as suppliers or other entities that have contributed to its creation or maintenance (such as photos from image databases, for example).

Although the personal data provided to EDP is within the scope defined in the privacy and data processing policy contained in these terms and conditions of use, any information or other contents that the user transmits through this website, whether it is by email, transmission of files, or any other method, shall be considered non-confidential and unreserved.

Namely, any information provided through reuse form and challenge submission form may be processed and published on the website. Moreover, by submitting data on an online challenge, the user will accept the terms and conditions of the specific challenge.

3. CONTENTS AND GUARANTEES

The user agrees that the use of the website is at his/her own account and risk. To the full extent permitted by law, EDP is exempt from any express or implicit guarantees in relation to the use of the website. EDP does not guarantee that the contents provided on its websites are accurate or complete, and does not assume any responsibility or obligation for any (i) errors or contents that are incomplete, (ii) personal damage or damage to property of any nature arising from access to and use of this website and application, (iii) unauthorized access or use of our secure services and/or personal and/or financial information stored on them, (iv) interruptions or termination of transmission to or from our web page, (v) errors, viruses, Trojan horses or similar that may be transmitted to or through the website, and/or (vi) errors or omissions in the contents, or any loss or damage occurring as a result of the use of contents published, sent, transmitted or provided through the website, (vii) unavailability or any difficulty or inability to download or access the contents or any other failure in the communication system that may result in the website being unavailable. EDP shall not be responsible for any website assistance or maintenance.

EDP reserves the right to make changes and corrections, change the name, suspend or close the www.opendata.edp.com website whenever it deems appropriate, and without the need to advise its users in advance.

EDP does not assume any responsibility or obligation for any contents transmitted outside of this website between users, or between these and any third parties.

4. RESPONSIBILITY, USE AND RISK

To the extent permitted by law, EDP and all its legal representatives, directors, employees or others who in any way act on behalf of and represent EDP, as well as any other party involved in the creation, production, maintenance or implementation of this website, shall not be liable to any website user for any possible damage, loss or injury (including any loss of profit and non-material damages, any indirect, accidental or consequential losses) that may arise from the correct or incorrect use of this website and its contents, access to the user's computer, cellphone/smartphone or tablet or information system by third parties, or any viruses, etc.

This website contains links to third-party sites. These links are provided solely for convenience and for easier access by the user. The existence of the referred links does not mean that EDP has any rights to the contents of the referred sites. EDP does not check their contents and is not liable for the contents of any of those sites, or for any fact arising from their use or display, neither does it check that they do not contain any viruses or other elements that may cause damage to the user. The user assumes the full risk for accessing and visiting these third-party sites, and the user is liable for any use and/or for the consequences arising therefrom.

The use of this website for illegal purposes or other purposes that may be considered inappropriate for the image of EDP is expressly prohibited. The theft or counterfeiting of contents, or use of stolen or counterfeit contents, illegitimate identification and unfair competition, are punishable by law.

The user is also prohibited from creating or introducing any type of virus or program that damages or infects this website, or that advises third parties to do so. The practice of the referred offence is punishable under the terms of the law.

The website is controlled and provided by EDP through its offices in Portugal. EDP does not guarantee that the website is available for use in other places. Whoever accesses or uses the website through another jurisdiction does so upon his/her own initiative and is responsible for

compliance with local laws.

5. Personal Data Protection

Users are advised to read and review our Privacy Policy, which is an integral part of these Terms and Conditions, in order to understand how and for which purpose the website collects and uses personal data.

6. CAPACITY TO ACCEPT THE TERMS AND CONDITIONS OF USE

The user confirms that he/she is over the age of 18 years of age or has the legal authorization of his/her parents or guardians, and is fully capable of consenting to and accepting the terms, conditions, obligations, statements, representations and guarantees described in these Terms and Conditions of Use, and respecting and complying with them. If he/she is less than 18 years of age and does not have the legal authorization of his/her parents or legal representatives, he/she may not use the website.

7. SECURITY AND USE OF THE INFORMATION

EDP undertakes to ensure the privacy of registered users. EDP does not sell or hire any personal data sent by registered users to third parties.

Despite the efforts of EDP to protect their personal data, once these are collected through an open network - the internet - only this data may circulate on the network without security conditions, running the risk of being viewed and used by unauthorized third parties.

8. TRANSMISSION

These Terms and Conditions of Use and any rights and licenses granted herein may not be transferred or assigned by the user, however, they may be assigned by EDP to third parties, without any restrictions.

9. APPLICABLE LAW

These Terms and Conditions of Use and the Privacy Policy shall be governed by European law and shall be interpreted in accordance with European law. Should any of the provisions be invalid, they shall be removed, while the remaining provisions shall fully continue to be in force and produce the same effects.

Should the parties fail to reach an amicable agreement, any conflicts and disputes of any nature relative to the creation, execution or interpretation of this Contract, shall be governed by Portuguese law and subject to the jurisdiction of the Courts of the District of Lisbon, with the express waiver of any other.

PRIVACY AND DATA PROCESSING POLICY

EDP is responsible for processing personal information about users that is directly collected through various methods. EDP undertakes to put adequate technical and organizational measures into practice to protect the personal data of its users against its destruction, whether accidental or illicit; accidental loss; change; dissemination or unauthorized access.

An adequate security level is considered to be applicable in relation to the risks presented by processing in light of the nature of the data to be protected.

1. Applicability and Responsible for data treatment

This privacy policy is applicable to all the personal data collected through the forms available on the website opendata.edp.com.

The entity responsible for the data treatment is:

- EDP Inovação, S.A. (EDP), with head office at Avenida 24 de Julho, 12, 1249-300 Lisboa, Portugal, with tax number 507988760 registered at the Commercial Registry Office of Lisbon under the same number, with a share capital of € 50.000;

The user may contact EDP about any question regarding the present privacy policy, by sending a message through:

- Contact form available on <https://opendata.edp.com/pages/contact0/>, selecting the category “Question about my account”.
- Email: open.data@edp.pt
- Mail: EDP Inovação, Avenida 24 de Julho 12, 1249-300 Lisboa, Portugal

2. Objectives of data treatment

EDP promotes the open data website to foster the development of new methodologies of analysis of the data generated by EDP group assets. These will ultimate result in new products and services contributing to improve the design and operation of energy assets, reducing costs and improving efficiencies.

EDP will collect data of the website users through contact forms available, including signed up users. The objectives of this collection are:

- Reply to user contact messages.
- Monitor the use of restricted data sets in accordance to the data-set license agreement.
- Co-promote the most successful reuses of the data-sets on the website.
- Process results of the challenges, in accordance with the participation rules.

The user's personal data are collected and introduced by EDP or its subcontractors in an secured database. EDP will not use any of the data collected for commercial purposes. No automated profiling will be performed on the user information.

3. Recipients

Personal data from the user might be communicated to external services hired by EDP, whom will treat the data exclusively for the purposes defined by EDP, under his instructions and according to the objectives on 5.2.

4. International Data Treatment

EDP will treat the user data fully within the European Economic Space, and does not foresee any international transfer of the data collected.

However, for specific data related to the challenge submissions, EDP rely on subcontractors to transfer the data through a server outside the EEA. The subcontractor has been certified to the EU-U.S. Privacy Shield Framework as administered by the U.S. Department of Commerce, to implement appropriate safeguards for such transfers pursuant to Article 46 of the GDPR. Furthermore, to participate on the challenge the user must explicitly consent that this processing occurs for the challenge result evaluation, as described in the challenge participation rules.

5. Data Conservation Deadline

EDP will conserve the personal data of the users for a period not superior to 5 years since the last user access to the platform. After this period, EDP will commit to delete the user account information and any information submitted through the forms within 90 days.

6. Users Rights

The user has the right to request EDP to access his personal data, as well as request its update or deletion. The user may also request to limit the treatment of the data in cases foreseen in the GDPR. The user also has the right to oppose the treatment of his data, as well as export his data if this is process automatically. To

exert these rights, the user shall contact the data treatment responsible through the contacts presented on 5.1.

The user also has the right to present a claim to the supervisory authority concerned, if he understands that his rights over his personal data were broken.

For any questions related to the present privacy policy the user should contact the Data Protection Officer (DPO) from EDP, which contact data is:

- Email: dpo.pt@edp.com