

## **General Terms of Use for the Use of the Business Portal of bayernets GmbH (ANB-BP)**

**For your information only! The German version is legally binding!**

Effective from March 19, 2025

### **§ 1 Subject Matter**

1. bayernets GmbH (hereinafter referred to as "bayernets") provides a free business portal at [www.bayernets.de](http://www.bayernets.de) to companies that have a business relationship with bayernets and belong to the user groups:
  - a. shippers,
  - b. downstream network operators,
  - c. connection customers, adjacent network and system operators,
  - d. service providers acting for shippers, downstream network operators, connection customers, and adjacent network and system operators.
2. The business portal provides services in the areas of "Capacity Contracts", "Incorporations", "Time Series", and "Invoices." In the areas of "Capacity Contracts", "Time Series", and "Invoices," each user can view data and documents relevant to their company. In the "Incorporation" area, the user can add capacity to a balancing group, and remove capacity from a balancing.
3. These ANB-BP govern the relationship between bayernets as the operator of the business portal and the respective company using the business portal.
4. These ANB-BP can be accessed, printed, downloaded, and saved at any time at [www.bayernets.de/download](http://www.bayernets.de/download).

### **§ 2 Registration and Admission to the Business Portal**

1. Prerequisites for using the business portal include prior registration of the respective company, the company's agreement to these ANB-BP, and approval by bayernets.
2. Registration of the respective company is possible by sending an email to the email address [market@bayernets.de](mailto:market@bayernets.de) with the subject "Registration for the Business Portal" which:
  - a. specifies the respective company and its market role, and
  - b. confirms the company's agreement to these ANB-BP.
3. By registering the respective company
  - a. signs up as a user of the business portal,
  - b. applies for a user ID,
  - c. agrees to these ANB-BP,
  - d. consents to the provision of the requested, including confidential data in the business portal.
4. Admission to the business portal is possible if the respective company
  - a. belongs to one of the user groups defined in § 1 Clause 1, and
  - b. qualifies as an enterprise within the meaning of § 14 Paragraph 1 of the German Civil Code (BGB).
5. If the conditions in Clauses 2 and 4 are met, bayernets will send the respective company a one-time user ID via email to generate a permanent user ID. The company is admitted to the business portal upon receipt of the user ID.

### **§ 3 Use of the Business Portal**

1. Each user of an approved company gains access to the business portal by entering the user ID provided to the respective company into the login field of the business portal.
2. The approved company is solely responsible for all data entered under its user ID.
3. Each approved company must ensure that every natural person acting on behalf of the company in the business portal keeps the login credentials confidential. bayernets emphasizes that any person with knowledge of the user ID can use the business portal on behalf of the approved company. Additionally, any person with knowledge of the user ID can reset the password at any time using the "Forgot Password" function.
4. If the approved company becomes aware or suspects that an unauthorized third party has obtained knowledge of its user ID, it must immediately notify bayernets via email at [markets@bayernets.de](mailto:markets@bayernets.de). In this case, bayernets will block the affected user ID and send a new user ID to the approved company via email.

### **§ 4 Availability of the Business Portal**

1. The entitlement to the provision of the business portal exists only within the framework of the state of technology and technical availability of the business portal.
2. Bayernets is entitled to temporarily restrict the scope of services of the business portal when necessary to:
  - a. ensure the security and proper functioning of the business portal, and
  - b. address unforeseen technical disruptions that have caused a total or partial failure of the business portal.

In both of the aforementioned cases, bayernets will promptly inform each approved company via email about the temporary restriction and take all reasonable steps to restore the availability of the business portal.

### **§ 5 Adjustment of these ANB-BP**

1. bayernets is entitled to adjust the ANB-BP at any time. bayernets will inform each approved company in advance about the updated ANB-BP via email. Any adjustments to these ANB-BP will take effect four weeks after notification unless a later date is explicitly specified.
2. By using the business portal, the approved company acknowledges the applicable ANB-BP.