

# **TERMS OF USE**

#### 1 GENERAL

Access to and use of the website is subject to the following terms. By accessing or using the website <u>www.bsp-southpool.com</u> (hereinafter referred to as *website*), the users of the website agree to be legally bound by these Terms of Use, confirming that he or she is familiar with and agrees with these Terms of Use. The website has been developed and administered by BSP Energy Exchange LL.C. (hereinafter referred to as *BSP*).

### 2 COPYRIGHT

The content of the website is a copyright work, the copyright holder is BSP and it is subject to copyright or other forms of intellectual property protection. The copyright and other intellectual property protected contents include the texts along with the entire visual image of the website, including all the visual elements.

It is forbidden to dispose of any content, which includes (but not limited to) modifying, copying or publishing any content in whole or in part without mentioning the source.

### **3** LIMITATION OF LIABILITY

Users of the website declare that they agree to access the website and its content at their own risk. Neither BSP nor third parties involved in the writing, production or transmission of the website can be held liable for damage or injury resulting from access or the impossibility of access or from the use or impossibility of use of the website or from the fact that you have relied on information given on the website.

#### **4 THIRD-PARTY WEBSITES**

The website contains links/references to third-party websites. By providing such links, BSP does not give its approval to their contents. Neither does BSP accept any responsibility for the availability or the contents of third-party websites or any liability for damage or injury resulting from the use of such contents, of whatever form. BSP offers no guarantee that pages linked to provide information of consistent quality. Links to third-party websites are provided to users merely for the sake of convenience. Users access such websites at their own risk. The choice of links should in no way restrict users to the linked pages.

#### **5 JURISDICTION**

These Terms of Use are governed by the laws of Republic of Slovenia. The court in Ljubljana shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these Terms of Use.



## **6** AMENDMENTS

Please note that we may make such changes at our own discretion and without prior announcement. We must therefore ask you, next time you visit the website, to view the terms again and to note any changes or amendments that may have been made.

Last updated: March 2021