

## **Watts.Happening Terms and conditions**

### **General terms and conditions governing the use of the website <https://www.wattshappening.be/>**

This website (hereinafter the “Website”) is an initiative of Elia Transmission Belgium, with registered office at Boulevard de l’Empereur 20, 1000 Brussels, registered with enterprise number 0731.852.231, in the Crossroads Bank for Enterprises (hereinafter “Elia”).

Watts.happening is a tool to create awareness to industrial companies about their options regarding flexibility. Via a calculator, the industrial company is able to define asset, size, characteristics and preferences. Then the tool calculates the best flex product fit and potential gains, based on the provided input. Moreover, the Watts.happening website contains more information on the flexibility products, steps to take, testimonials and points of contact.

### **1. Acceptance of general terms and conditions**

We invite users to carefully read these general terms and conditions governing the use of our website and flexibility calculator. A link to the general terms and conditions can be found on the homepage. By using the Website <https://www.wattshappening.be/>, users agree unconditionally to these general terms and conditions. Elia may change its general terms and conditions at any time.

### **2. Use of the site**

The content of this Website is provided solely for users wishing to have general information about Watts.Happening. The content of this Website may be used solely in connection with the services offered on the site. The content of the Website may not, under any circumstances, constitute any arrangement binding upon Elia and its content is not enforceable against it. Nothing on the Website can be construed as an offer of purchase for the delivery of services or the conclusion of a contract.

### **3. Unlawful or prohibited use**

The user undertakes to use this Website in compliance with all laws and legal and/or contractual provisions. The user may not use the Website in a manner which could harm the interests of Elia, its suppliers and/or customers and third parties.

### **4. Warranty and limitation of liability**

#### **a. General limitation of liability**

To the extent legally permissible, Elia cannot be held liable (whether in contract, tort, delict, quasi-delict, statute or strict liability) for any direct or indirect damage, or for any damage of any kind, arising in connection with the use of the Website or the inability to use it for any reason whatsoever, even if Elia was previously made aware of such damage. Elia cannot be held liable under any circumstances for

the acts of users of the Website (including but not limiting to their fill in of information in the flexibility calculator), nor for their incorrect understanding or misuse of data or information published on the Website.

#### **b. No liability for damage to computer systems**

Users acknowledge and accept that they use the Website on their own responsibility. Any content that is downloaded or acquired in any other way in connection with the use of the Website is done at the user's own risk. Users acknowledge and accept that Elia cannot be held liable for any damage to their computer system or any loss of data incurred in connection with downloading any content from the Website.

#### **c. No liability for third party content**

Websites to which hyperlinks are included from the Website are not checked by Elia and Elia cannot be held liable for any inappropriate, illicit or illegal content on those websites or for the hyperlinks that those websites have to other websites. The presence on the Website of hyperlinks to third-party websites does not imply, under any circumstances, an approval or quality guarantee by Elia.

#### **d. No liability for unavailability, incorrectness, incompleteness or untimeliness**

This Website is provided as is. To the extent legally permissible, Elia excludes its liability for and does not guarantee:

- that the service will be provided without interruption or that it will be 100% reliable;
- that the information obtained on the Website and via the flexibility calculator is accurate, true and/or free of errors, or that any errors related to the Website and/or flexibility calculator will be corrected;
- that the Website will be complete at all times and in all aspects; and/or
- that the Website will be up-to-date at all times and in all aspects.

### **5. Contact**

Users may send in their comments, suggestions or concerns via the form available on <https://www.wattshappening.be/>, by e-mail ([wattshappening@elia.be](mailto:wattshappening@elia.be)) or by post (Elia, Communication, Keizerslaan 20, 1000 Brussels, Belgium).

### **6. Intellectual property rights**

All materials available on this website (including, but not limited to, texts, pictures, images, icons, videos, software, databases and data) are protected by Elia's intellectual property rights. The names and logos of Elia and Watts.Happening appearing on this website are protected by trade mark and copyright laws and treaties. The Elia brand, trademarks or logos may only be used in relation to products or services offered by Elia and may not be used, under any circumstances, in a way that is likely to create confusion amongst consumers or to damage or discredit Elia. Unless given express permission otherwise, users may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt,

distribute, broadcast, grant a sublicense or sell by any means or in any manner, all or any part of this website without the prior written permission of Elia.

## **7. Privacy policy and cookie policy**

Any visit to, and/or use of, this Website involves the collection and processing of personal data by Elia. Further details regarding the processing of personal data by Elia can be found in Elia's online privacy policy (<https://www.elia.be/en/privacy-policy>).

This Website uses cookies. Further information on the cookies used on this Website, as well as on the cookie configuration settings, can be found in Elia's cookie policy (<https://www.elia.be/en/cookie-policy>).

By using the Website, users agree unconditionally to Elia's online privacy policy and Elia's cookie policy.

## **8. Disputes, jurisdiction and applicable law**

These general terms and conditions are governed by Belgian law (with the exception of the rules concerning conflicting laws). Any dispute arising from, or related to, the use of this service will be subject to conciliation between the parties. Should such conciliation fail, the dispute will be referred to the courts of Brussels (Belgium). Elia reserves the right, at its discretion, to refer disputes to another court having appropriate jurisdiction.

In the event of any judicial or administrative proceedings, a printed version of this agreement and of any other warning messages sent in electronic format shall enjoy the same standing as other documents and trade registers created and stored in hard copy.