

GENERAL TERMS AND CONDITIONS FOR BELPEX SMS

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS BEFORE REGISTERING YOUR PHONE WITH AN SMS SERVICE

1. Definitions

Capitalized terms and expressions contained herein shall have the meaning set out in the definitions hereunder and, in absence of any specific definition, as set out in the Market Rules.

Belpex SMS: the short message service supplied by Belpex enabling the User to receive certain information about the market(s) Belpex operates by cellular phone (mobile);

Belpex SMS Contract: the contract between Belpex and User pursuant to the completion of the subscription process and which is governed by these GTC Belpex SMS and User's Subscription Form;

GTC Belpex SMS: the present general terms and conditions for Belpex SMS;

Market Rules: means the market rules for the Belpex DAM as approved by royal decree of 11 January 2006, as amended from time to time;

SMS Fee: the annual fee in euro and exclusive of VAT, other taxes, encumbrances or levies, to be paid by the User for the receipt of the Belpex SMS;

Subscription Form: the form put at disposal by Belpex on www.belpex.be for subscription to the BELPEX SMS;

User: any person who has subscribed to the Belpex SMS by using the Subscription Form;

2. Purpose

These GTC Belpex SMS determine the rights and obligations of Belpex SA/NV, a limited liability company under Belgian law, having its registered office at Boulevard de l'Impératrice 66, 1000 Brussels and registered with the Registry of Enterprises under number 0874978602, licensed by and under supervision of the Minister of Energy, hereafter "Belpex", on the one hand, and of the User, on the other hand with regard to the subscription and access to and the use of the Belpex SMS provided by Belpex. These GTC Belpex SMS apply without prejudice to the possibly applicable mandatory provisions on consumer protection.

3. Services

Belpex undertakes to use its best efforts to make available to the User, against compensation, the following information through the Belpex SMS for any given Trading Day:

- Belpex Base Load Price (€/MWh):
- Belpex Peak Load Price (€/MWh):
- Belpex Off Peak Load Price (€/MWh):
- Belpex Base Load Volume (MWh):
- Belpex Peak Load Volume (MWh):
- Belpex Off Peak Load Volume (MWh):

The description herein of the information made available by Belpex is provided for guidance only and Belpex shall at all times have the right to make available other information without prior notice, in accordance with the characteristics of the market(s) Belpex operates. All information transmitted remains the exclusive property of Belpex.

Belpex shall make the information available as soon as reasonably possible. If the results are modified User will receive a second SMS message amending the first message.

4. Subscription of the service

User shall subscribe to the BELPEX SMS by using the Subscription Form and by following the subscription process as set out on www.belpex.be. User shall be deemed to have subscribed to the Belpex SMS by clicking on the button "I agree" at the end of the said subscription process. By clicking on the button "I agree" at the end of the subscription process User acknowledges that it has read and understood (and agrees to be bound by) these general terms and conditions for

Belpex SMS and that they will continue to apply as long as it benefits from the Belpex SMS. User will receive a confirmation of its subscription by e-mail. User may not assign its rights or obligations under the Belpex SMS Contract.

BELPEX shall activate the supply of the Belpex SMS at the latest fourteen (14) days after either (i) payment of the SMS Fee, or (ii) receipt through the mail address subscription@belpex.be of conclusive evidence that an immediate payment instruction has been given by User to its bank with regard to the SMS Fee. In the latter case Belpex may immediately cancel activation of the Belpex SMS if payment is not received within five (5) days of the date on which the payment instruction has been issued.

5. Price / invoicing / payment modalities

User shall pay Belpex for the Belpex SMS the SMS Fee as indicated on www.belpex.be. Belpex reserves itself the right to review this SMS Fee, in particular in the event information other than the information mentioned in Article 3 above is made available by Belpex.

Belpex shall send an invoice to User for the Belpex SMS for the first time as soon as possible after receipt of the Subscription Form of User. The invoice for all following payments shall be sent one (1) month prior to the anniversary date of the Belpex SMS Contract provided the Belpex SMS Contract is not terminated. The User shall pay Belpex' invoice within 30 days of receipt thereof.

6. Commitments and liabilities of BELPEX

Belpex' commitments hereunder with regard to the supply of the Belpex SMS are limited to a best effort obligation to take the reasonable measures to ensure the quality and the continuity of the SMS Service and the quality of the information transmitted. Belpex does not guarantee receipt by User of the information made available by Belpex, nor the accuracy or completeness of such information. The information is only made available for User's general information and does not constitute any form of advice, recommendation, representation or endorsement. Belpex is not responsible for any business decision taken on the basis of the information sent through this service.

In no event, including gross negligence ("*grave fout*" / "*faute grave*"), Belpex shall be liable in any of the following events:

- force majeure;
- cancellation of the Belpex SMS;
- delay in the transmission;
- loss or corruption of data during transmission;
- interference or interruption of the service due to, amongst others, works intended to maintain, reinforce, remodel or extend the infrastructure needed to perform the Belpex SMS;
- interference or interruption or non delivery due to defects in the technical system implemented to perform the SMS Service, in particular networks used by Belpex and over which it has no control, e.g. Internet, telephone network, email servers, cellular phone networks, etc.);
- interruption of the Belpex SMS resulting from termination by Belpex's suppliers of services necessary for Belpex to perform the Belpex Service;
- defects of any kind related to either (i) the cellular phone (handset, SIM card, software, etc.) used by User to receive the Belpex SMS, (ii) the use User makes of such phone (non-receipt of message when phone is turned off or mailbox is overloaded, interference to the network coverage, difficulties experienced by User's cellular phone service provider) or (iii) the use third parties make of the cellular phone.

Belpex shall not be liable to User for indirect or consequential damages such as damages or losses caused to third parties, lack of gain, loss of revenues, loss of opportunity, etc.

Should Belpex' liability be retained User agrees that its only remedy (including for negligence) against Belpex for any damages incurred arising out of User's use of the Belpex SMS is limited to the re-establishment by Belpex of the supply of the Belpex SMS with all reasonable means. In the event a court having competent jurisdiction determines that the foregoing limitation on liability is unenforceable then User agrees that in any event Belpex' total liability to User shall not exceed damages larger than the SMS fee.

7. Commitments and liabilities of User

User represents and warrants that the information on the Subscription Form is correct. User shall inform Belpex promptly of (i) any change in its contact details, in particular any change with regard to the cellular phone number for which the Belpex SMS must be activated and (ii) interruption or non delivery of the Belpex SMS by sending an email to the mail address subscription@belpex.be.

User is responsible for any information given to Belpex and shall hold Belpex harmless against any action or claim lodged by a third party against Belpex in respect of this contract.

User undertakes to use the information sent by Belpex for private and personal purposes only and not to use it as basis for business decisions or commercial purposes. User agrees not to publish, copy or forward on any information received by it as part of the Belpex SMS to any third party.

User is responsible for taking the necessary measures to procure, activate and maintain the cellular phone needed to receive the Belpex SMS, to maintain the connection to a cellular phone network which can receive the Belpex SMS and to maintain sufficient memory capacity.

User shall pay Belpex for the SMS Service in the manner as described in article 5.

8. Privacy

Subscription to the Belpex SMS may involve the collection and processing by Belpex (or any sub-contractor) of personal data for contract administration. By subscribing to the Belpex SMS User accepts such data processing. Belpex is the data controller for any personal data transmitted by User in relation to the Belpex SMS. In accordance with applicable legislation User is entitled, free of charge, to access its personal data held by Belpex, to request corrections to such data and to request that certain personal data be removed or suppressed

9. Entry into force, duration and Termination

These GTC Belpex SMS enter into force as soon as Belpex' server has received User's Subscription Form.

The Belpex SMS Contract is entered into by Belpex and the User for an indefinite period of time.

User may at any time terminate this agreement subject to a fourteen (14) days prior notice of termination by email at the address subscription@belpex.be, it being understood that such prior termination shall not give rise to any refund of the amounts paid.

Belpex may terminate this agreement, without any compensation due, at any time subject to a fourteen (14) days prior notice of termination by email at Users' email address.

The Belpex SMS Contract shall terminate automatically, without any compensation due, in case (i) User's contract with its cellular phone service provider is terminated or (ii) Belpex ceases its business or (iii) User does not pay its invoice within 30 days of receipt thereof in accordance with article 5.

10. Waiver

No failure or delay of either Belpex or User to exercise any right or remedy under the SMS Contract shall be considered as a final waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

11. Amendment

Belpex reserves the right in its sole discretion to amend these GTC Belpex SMS in which case the amended GTC Belpex SMS shall apply. Belpex shall inform User thereof by email at least fourteen (14) days prior to the entry into force of such amendments.

12. Entire agreement

These GTC Belpex SMS, the Subscription Form submitted by User and any other document referred to herein constitute the entire agreement between Belpex and User with respect to the subject matter hereof.

13. Severability

If any provision of these GTC Belpex SMS is found to be invalid or unenforceable by any court having competent jurisdiction, the invalidity and enforceability of the remaining provisions herein shall not be affected in any way and Belpex and User shall use their reasonable efforts to immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.

14. Language

The Belpex SMS Contract and all notices related thereto shall be drawn up in the English language, to the extent permitted by rules of public policy.

15. Records

Belpex shall archive User's Belpex SMS Contract.

16. Governing Law and jurisdiction

These GTC Belpex SMS and the Belpex SMS Contract are governed and construed in accordance with the laws of Belgium without regard to the conflict of laws principles thereof. Any disputes arising out of or in connection with these GTC Belpex SMS and the Belpex Contract shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.