

## **Terms of Use – Sustainable Energy Market Place**

*Last updated on: 08/12/2015*

These terms of use shall apply to any access and/or use of the website located at website address of the Sustainable Energy Market Place. This website and related materials are referred to herein as "the Sustainable Energy Market Place".

By accessing and/or using the Sustainable Energy Market Place, Users, also referred to herein as "you" and including but not limited to Project Owners, Financiers, Service or Technology Providers, and Governments or their representatives, agree to the terms of use below. Access and/or use of this website on behalf of a legal entity grants it the condition of User and involves the full acceptance on behalf of that User of the terms of use set forth herein.

The International Renewable Energy Agency, referred to herein as "IRENA" and "we", reserves the right to update or otherwise change these terms of use at any time without notification. Use of the Sustainable Energy Market Place will be deemed in acceptance of the terms existing at that time.

### **1. Acceptable Use**

1.1 The Sustainable Energy Market Place is a virtual market place aiming at supporting the initiation, development and financing of renewable energy projects by bringing Project Owners, Financiers, Service Providers and Technology Providers together, and making renewable energy projects, financing instruments, and services and technologies more identifiable and accessible. Users agree to access and/or use the Sustainable Energy Market Place only in compliance with these terms of use. In particular:

(a) Users shall not (nor attempt to):

- i. take any action that causes, or may cause, damage to, or impairment of the performance, availability, accessibility or security of the Sustainable Energy Market Place or that causes unreasonable inconvenience or offence or disruption to IRENA staff or other Users;
- ii. use the Sustainable Energy Market Place in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- iii. upload or otherwise transmit any harmful material, through the Sustainable Energy Market Place, including but not limited to any information or software containing a virus, Trojan horse, worm, keystroke logger, rootkit or other damaging or destructive component, or link to such harmful material;
- iv. access or otherwise interact with the Sustainable Energy Market Place using any robot, spider or other automated means;
- v. reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the Sustainable Energy Market Place;
- vi. change, modify, delete, interfere with or misuse information contained on the Sustainable Energy Market Place and/or attempt to disaggregate any data or statistics generated through the Sustainable Energy Market Place;
- vii. upload, store or otherwise transmit to IRENA, other Users or anyone else any inappropriate content through the Sustainable Energy Market Place, including but not limited to content unrelated to renewable energy projects, spam or fraudulent activities.

(b) You agree not to evade bans or suspensions or otherwise disregard directions from the moderators or administrators of the Sustainable Energy Market Place.

1.2 IRENA reserves the right, at its sole discretion and with or without notice, to deny access to the Sustainable Energy Market Place or any portion thereof, or move or remove any content, in whole or in part, that it, in its sole discretion, decides are unacceptable, undesirable or in violation of these terms of use. IRENA may, with or without prior notice, restrict access to and/or delete the account of any User who abuses the Sustainable Energy Market Place or breaches or is believed to be likely to breach these terms of use or otherwise engages in any type of activity or purpose deemed by IRENA to be unlawful, improper or inappropriate.

1.3 For site security purposes, including to identify unauthorised access to the Sustainable Energy Market Place or any use thereof in breach of these terms of use, IRENA reserves the right, through the use of software programmes or otherwise, to monitor, intercept and disclose any transmissions using the Sustainable Energy Market Place, and to provide User information relating to suspected unlawful, improper or inappropriate conduct to appropriate authorities.

## **2. Users' Accounts**

2.1 The Sustainable Energy Market Place allows access to certain information and functionalities of the Sustainable Energy Market Place only upon registration and creation of an account. Only the following categories of Users may register and create an account: Project Owners; Financiers; Governments; Service Providers; and Technology Providers.

2.2 For the purpose of creating a User's account, Users are required to submit mandatory information, including personal information on themselves and the entity they represent. Users may choose to make part of this information public, that is, visible to all Users of the Platform, or confidential, that is, visible only to them and, in accordance with the Privacy Policy set forth below, IRENA. Once registration is complete, Users receive an ID and password via email which they will use to manage their account. Users may modify the information provided under their profile and the confidentiality setting attached to it, at any time, by logging into their account.

2.3 Users registering on behalf of a legal entity warrant and acknowledge that they have the authority to bind that entity to these terms of use and to represent it on this Platform. A legal entity shall not be represented on the Sustainable Energy Market Place by more than one User.

2.3 By creating an account, Users:

(a) shall ensure that the information provided as part of such registration and available under their profile is and remains truthful and accurate; in case of change in such information, Users shall update the information registered in their account in a timely manner;

(b) are responsible for maintaining the confidentiality of their ID and password, and shall not disclose such ID and password to anyone for any unauthorized use, and agree to promptly notify IRENA if they become aware of any unauthorized use of their account;

(b) understand that, while IRENA takes reasonable steps to safeguard the security and confidentiality of any information registered and content posted or uploaded by Users on the Sustainable Energy Market Place which would be designated as confidential, IRENA makes no warranty regarding the security of the functionalities on this website;

(c) understand that any use of their account with their ID and/or password is deemed made by them and agree that they are solely responsible for any content registered in their account or uploaded and stored on the Sustainable Energy Market Place, for any use thereof, and for the security of their computer system;

(d) understand that any information provided as part of such registration or that is otherwise collected about them through their use of the Sustainable Energy Market Place is subject to the Privacy Policy set forth below;

(e) accept that the content they may upload on the Sustainable Energy Market Place and that they agree to make visible to other Users can be accessed and used by other Users, including to be contacted by other Users.

2.4 Users must not use any other User's account to access the Sustainable Energy Market Place, except with that User's express permission to do so.

2.5 IRENA is not responsible for any information registered by the Users, for any use of a User ID and/or password, or for any message sent or activity on the Sustainable Energy Market Place that result from the use of any User's account.

2.6 Users may unregister from the Sustainable Energy Market Place and cancel their account at any time, in their sole discretion. When unregistering, Users will be requested to give a brief explanation of the reason for such cancellation of account. Upon completion of the unregistration process, all content registered and/or uploaded and stored on the Sustainable Energy Market Place by the unregistered User will be deleted.

### **3. Uploading and storing content relating to renewable energy projects**

3.1 Project Owners may upload and store documents relating to renewable energy projects, such as corporate information, financial documents, studies, permits, agreements and pictures, in a secure virtual data room. Documents uploaded and stored in the secure virtual data room can be accessed and used by other Users only if specifically permitted by the Project Owner. Project Owners may modify or delete the documents stored in the secure virtual data room at any time.

3.2 Project Owners shall not use the secure virtual data room as an online file storage system. Only files with content relating to renewable energy projects or financial instruments may be uploaded and stored in the data room.

3.3 IRENA is not responsible for any content uploaded or stored by the Project Owners on the Sustainable Energy Market Place, and provides no warranty that this content does not infringe any third party patent, copyright or other proprietary rights.

3.4 The content uploaded and stored by the Project Owners in the secure virtual data room will be treated in accordance with the Privacy Policy set forth below.

### **4. Intellectual property rights**

4.1 Except for the content uploaded by the Users on the Sustainable Energy Market Place or unless otherwise stated, the copyright and other proprietary rights in the Sustainable Energy Market Place are owned by IRENA. Subject to paragraphs 4.2 and 4.3 below, Users may freely access, use, copy, share, download, reproduce, print and/or view the Sustainable Energy Market Place content, provided that any such content is clearly attributed to IRENA and bears a notation that it is subject to copyright by IRENA. No further use of the Sustainable Energy Market Place content shall be made without IRENA's express permission.

4.2 Unless otherwise specified, any content uploaded by a User on the Sustainable Energy Market Place is subject to relevant proprietary rights owned by that User. Users may freely access and use content uploaded

and made visible by other Users. No other use of content uploaded by the Users shall be made without obtaining the permission of the User who uploaded it.

4.3 Content on the Sustainable Energy Market Place attributed to third parties, other than Users, may be subject to third-party copyright and separate terms of use and restrictions. No use of such content shall be made without obtaining the permission of the relevant third party contributor.

4.4 Subject to compliance with these terms of use, you may include in your website hyperlinks to the Sustainable Energy Market Place without having to seek specific permission provided that:

(a) your website does not contain any inappropriate or unlawful content;

(b) hyperlinks to the Sustainable Energy Market Place are not used for the promotion of any organisation, company, individual or other entity or any project, product or service;

(c) hyperlinks to the Sustainable Energy Market Place are not used in a way to imply or suggest an unintended association or partnership with IRENA, and does not infringe any of IRENA's or Users' rights, including their intellectual property rights.

4.5 Unless expressly authorized in writing by IRENA, you shall not, in any manner whatsoever, use the name, emblem or official seal of IRENA, or any abbreviation thereof, in connection with your business or otherwise. If you become aware of any such distribution or commercial use, you agree to notify IRENA immediately at: [info@irena.org](mailto:info@irena.org).

## **5. Disclaimer**

5.1 The content provided on and/or through use of the Sustainable Energy Market Place, including without limitation project-specific documents and information, financial documents and information, country-specific data, and third party content, is provided on an "as is" and "as available" basis. IRENA, its officials, employees and data providers make no warranty or undertaking, either express or implied, in respect of, inter alia, the availability, accuracy, completeness, reliability, security, and fitness for a particular purpose or use of the content, availability and ownership of the services and technologies listed, the identity of the Users, or regarding the non-infringement of third party rights.

5.2 By accessing and/or using the Sustainable Energy Market Place, you understand that the content available therein shall not replace or be used instead of existing laws, regulations and official guidelines issued by relevant authorities in the respective countries. You are responsible for your own decisions and for properly analysing and verifying any information you intend to rely upon. IRENA disclaims all responsibility and liability for any content posted or uploaded on the Sustainable Energy Market Place, any offer or service provided by Users, and for any transactions or agreements entered into by Users through or as a result of the use of the Sustainable Energy Market Place. IRENA, its officials, employees and data providers, shall not, under any circumstances, be responsible or liable to Users for any kind of loss, damage, liability or expense incurred or suffered (including all loss of profit, loss of use, loss of revenue, loss of contracts, increased costs and expenses and all special, indirect and consequential losses) which is claimed to result from access (or lack of access) to or use of the Sustainable Energy Market Place or its content, or through links to third-party content, including from any infringement of third party intellectual property or other rights.

5.3 IRENA does not warrant that access to the Sustainable Energy Market Place will be uninterrupted, error-free, or free of viruses or other harmful components. You also understand that there are security, privacy and confidentiality risks inherent in using the Sustainable Energy Market Place.

5.4 IRENA reserves its right to terminate, suspend, change, update or discontinue in any way part or all of the Sustainable Energy Market Place, including the availability of any features of the website, or to impose

limits on certain features and services or restrict your access to parts of the website, at any time without notice or any liability. The content may be out of date and IRENA makes no commitment to update it.

5.6 Except where expressly stated, the content provided on the Sustainable Energy Market Place does not necessarily represent the views of IRENA and/or individual IRENA Members. Such content does not represent any endorsement, preference or recommendation on the part of IRENA in respect of any particular project, financial instrument, or any User (Project Owner, Financier, Government, or Technology or Service Provider).

5.7 The designations employed and the presentation of information made by IRENA on the Sustainable Energy Market Place do not imply the expression of any opinion on the part of IRENA concerning the legal status of any region, country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries.

## **6. Links to third party websites**

IRENA is not responsible for the availability of any third party websites accessed through the Sustainable Energy Market Place. IRENA does not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such websites. The Sustainable Energy Market Place does not represent any endorsement, preference or recommendation in respect of any particular project, product or service provider.

## **7. Dealings between Users, and Users and third parties**

7.1 Users may contact other Users through the Sustainable Energy Market Place. Users understand and agree that such contact established through the Sustainable Energy Market Place does not constitute a contractual relationship between the Users concerned. Users understand that IRENA does not screen, review or endorse the communications between Users and IRENA assumes no responsibility therefor.

7.2 Any dealings between Users or between Users and third party entities mentioned or referred to on the Sustainable Energy Market Place which are made as a result of the use of the Sustainable Energy Market Place will be governed by specific contractual arrangements. IRENA makes no warranty for the conclusion of such agreements, and shall have no responsibility, obligation or liability with respect to any disputes between Users or Users and third party entities, and for any loss, damage, liability or expense arising out of the implementation of these agreements.

7.3 For the purpose of evaluating the performance of the Sustainable Energy Market Place, IRENA kindly requests Users to notify it of any agreement which has been enabled through the use of the Platform.

## **8. Privacy policy**

8.1 By accessing and using the Sustainable Energy Market Place, you understand that IRENA may collect:

- (a) Personal Information when you register and create an account on the Sustainable Energy Market Place;
- (b) Project or country specific or other information (such as project sizes, types and locations) posted, uploaded and/or stored under your profile;
- (c) Non-personally identifiable information that we may get from your access and use of the Sustainable Energy Market Place, including device-specific information such as your operating system version, log information such as your internet protocol address, location and time information, and any other similar information.

8.2 Except for the information uploaded and stored by the Project Owners in the secure virtual data room and designated as confidential, IRENA reserves its right to access and use the above-referred information collected through your use of the Sustainable Energy Market Place:

- (a) to provide, maintain, and improve the website, and to detect any breach of these terms of use and protect the website and IRENA, its officials, employees and licensors or contractors' rights and interests;
- (b) to understand how the Users use the Sustainable Energy Market Place and better identify the categories of Users of the Sustainable Energy Market Place and the services and technologies they use;
- (c) to communicate with the Users, including to inform them about changes or improvements to the Sustainable Energy Market Place, to resolve any issue arising out in the course of their use of the Sustainable Energy Market Place, or to offer to facilitate matchmaking between Users;
- (d) for statistical purposes.

8.3 IRENA may access and use information uploaded and stored by the Project Owners in the secure virtual data room and designated as confidential only for the limited purposes of detecting any breach of these terms of use and protecting the website and IRENA, its officials, employees and licensors or contractors' rights and interests.

8.4 In any of the above use, IRENA will ensure the protection of the confidentiality of the Users and of any other sensitive information.

8.5 IRENA reserves its right to disclose any of the above information when required by applicable laws and regulations and/or requests under legal process; in case of suspected unlawful, improper or inappropriate conduct for referral to appropriate authorities; to detect, prevent or otherwise address breach of the present terms and conditions, or any related security or technical issues; to protect our property or rights; and to safeguard the interests of our Users and/or IRENA Members.

8.6 IRENA will ask for your consent before using information collected through your use of the Sustainable Energy Market Place for a purpose other than those set out in these terms of use.

8.7 IRENA assumes no responsibility for the privacy policies on any third-party websites.

## **9. Cookies Policy**

9.1 A cookie is a small file of letters and numbers that is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.

9.2 The Sustainable Energy Market Place uses cookies to provide the required functionality of the website by setting configuration data on the User machine through cookies, and provide Users with a good experience browsing and using the website. These cookies are essential in order to enable you to navigate this website and use certain features. These cookies are neither tracking cookies nor cookies that track personal behavior or usage but only that is required to provide the functionality of the web application.

9.3 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. We have set out below links to the "Help" pages of some major browsers which explain how you can do this. However, if you use your browser settings to block all cookies (including functionality cookies), you may not be able to access all or parts of our website and use all or parts of the features of the Sustainable Energy Market Place.

9.4 Links to the "Help" pages of major browsers:

- Internet Explorer
- Firefox
- Chrome
- Opera
- Blackberry
- Windows Mobile

## **10. Indemnification and Settlement of Disputes**

10.1 Users shall indemnify, defend and hold IRENA harmless from and against any liability, loss, claim, and expense, based upon or in connection with the acts or omissions of Users and, where applicable, Users' employees, agents, contractors and other personnel, relating to their use of the Sustainable Energy Market Place, including, without limitation, any actual or alleged unauthorised use of the Sustainable Energy Market Place or other breach of these terms of use, or infringement of any patent, copyright, trademark or similar property right.

10.2 Any dispute, controversy or claim between the Users and IRENA arising out of or in connection with the use of the Sustainable Energy Market Place, which cannot be amicably settled, shall be submitted to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules as at present in force. There shall be a sole arbitrator. The language to be used during the arbitral proceedings shall be English.

10.3 IRENA is an international organisation which is entitled to privileges and immunities under international and domestic law. Permission to use the Sustainable Energy Market Place website does not constitute a waiver, express or implied, of IRENA's privileges and immunities.

## **11. Modification of Terms and Conditions**

IRENA reserves the right to change or modify the present terms and conditions applicable to the use of the Sustainable Energy Market Place at any time. Such changes and modifications, including additions or deletions, to the terms and conditions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting new terms and conditions on the Sustainable Energy Market Place website. Any use of the Sustainable Energy Market Place after such change or modification shall be deemed to constitute acceptance by you of such changes or modifications, including additions or deletions.

## **12. IRENA Information**

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