

MATS – Terms of Use of the Website

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Content

1.	Introduction	3
1.1	Audience	3
1.2	Document revision history	3
	MATS PLATFORM - Terms of Use	4

1. Introduction

1.1 Audience

This document is intended for all customers (client members, API members and Market Data Customers) who will use MATS Trading system.

1.2 Document revision history

Evolution	Date	Version	Author	Comments
Creation	25/07/2025	1.0	EPEX SPOT	

MATS PLATFORM - Terms of Use

1. Introduction

These terms of use (the "**Terms**") are set forth by EPEX SPOT SE, a company registered under French Law with company number 508010501, and with registered office at 5 Boulevard Montmartre, Paris, 75002, France (hereafter referred to as "**EPEX SPOT**", the "**Company**", "**we**" or "**us**" or "**our**").

These Terms set out the conditions which apply to the access and use of the MATS platform (the "**Platform**"), which is a trading platform owned and/or operated by EPEX SPOT.

The Platform is offered for trading purposes to the exchange members of EPEX SPOT or any other power exchange members (the "**Other Power Exchange(s)**") for which EPEX SPOT acts on behalf of (the "**Exchange Member(s)**" or "**Member(s)**").

EPEX SPOT and the Exchange Member are hereinafter together referred to as the "**Parties**" or individually as a "**Party**". These Terms apply to both the Exchange Member and its personnel or agents using the Platform on its behalf, including its authorised Trader, as defined under the Rules and Regulations of EPEX SPOT (the "**Agent(s)**").

This use is deemed to be in the name of, on behalf of, and under the sole responsibility of the Exchange Member. Therefore, the Exchange Member and its Agents will hereinafter be referred to as a "**User**", "**you**" or "**your**".

The access and use of mats.epexspot.com, epex.mats.epexspot.com, bsp.mats.epexspot.com, hupx.mats.epexspot.com, memo.mats.epexspot.com, mepx.mats.epexspot.com, seepepex.mats.epexspot.com, semopx.mats.epexspot.com, svpx.mats.epexspot.com, or access or use of the Platform by any other mean, is governed by these Terms.

By using the Platform, you confirm that you have read and accepted these Terms and agree to be bound by them.

2. Other Applicable Terms & Conditions, Entire Agreement, and Order of Precedence

Any usage of the Platform is conditional upon admission as an Exchange Member at EPEX SPOT, and continued compliance with:

- a) as an Exchange Member trading on EPEX SPOT markets: the EPEX SPOT Rules and Regulations, in their latest version, which are available on the EPEX SPOT website <https://www.epexspot.com/en> or otherwise provided by EPEX SPOT (the "**Market Rules**").
- b) as an Exchange Member trading on other Power Exchange markets: the rules applicable to those markets (the "**Other Exchanges Market Rules**"),
- c) Any other procedure or guidance provided by EPEX SPOT in relation to the use of the Platform ("**Procedures**").

In case of inconsistency between these Terms and the documents mentioned above (a) and (b), the following order of precedence shall apply:

- (i) EPEX SPOT Market Rules

- (ii) These Terms
- (iii) The Procedures
- (iv) The Other Exchanges Market Rules

- (v) These Terms, together with all the aforementioned documents, constitute the entire agreement between EPEX SPOT and you in relation to your use of the Platform and supersede all prior agreements, understandings or arrangements (whether oral or written) relating to the same.

You consent and commit to be comply with these Terms and acknowledge that you have received all necessary information from EPEX SPOT to give your consent to these Terms and that you have entered into these Terms based solely on the representations, promises and terms contained herein. Unless made fraudulently, neither EPEX SPOT nor you shall have any liability for any other representations, warranties, or promises.

3. Account Registration and Security

3.0. Account Registration

In order to access and use the Platform, an account (the “**Account**”) will be created for you by EPEX SPOT, based on the information provided by you, including your company name and your email address. You are responsible for ensuring that this information is accurate, current, and complete. EPEX SPOT disclaims any responsibility for errors or omissions in the information provided by you. You will then activate your Account upon your first login to the Platform.

This Account is registered in the name of and on behalf of an Exchange Member, who remains jointly liable with its Agents for all activities that occur under the Account. Any content, communication, or information received by EPEX SPOT from this Account is deemed to have been provided by the Exchange Member.

Any changes to the Account information must be promptly notified to EPEX SPOT.

You are responsible for configuring your IT systems, software, and hardware to securely access the Platform.

EPEX SPOT reserves the right to disable any Account at any time if, in our reasonable opinion, you have failed to comply with any of the provision of these Terms or if we suspect unauthorised or fraudulent use of the Account.

3.1. Account Security

You are responsible for maintaining the confidentiality of your Account login credentials. These credentials are personal and must not be shared.

Any unauthorized access or suspected breach must be reported immediately to EPEX SPOT.

EPEX SPOT is not liable for any consequences, including damages or losses, resulting from unauthorized access or use of your Account or any use that is not in compliance with these Terms.

EPEX SPOT does not guarantee that the Platform is secure or free from bugs or viruses. You should use appropriate virus protection software.

EPEX SPOT will not be liable for any damage you suffer as a result of malware, including viruses, trojan, worms, logic bombs, or distributed denial-of-service attacks that may infect your systems, computer equipment, computer programs, data or other proprietary material (each a "**Virus**") through use of the Platform.

3.2. You shall refrain from:

- a) modifying, adapting, merging, translating, reverse-engineering, decompiling, disassembling, hacking, harming or attempting to derive the source code of any part of the Platform;
- b) introducing viruses or other malicious software into the Platform;
- c) attacking or facilitating attacks on the Platform via denial-of-service or a distributed denial-of-service methods;
- d) attempting to gain unauthorised access to the Platform or any related servers on which the Platform is stored, computer or database connected to the Platform; or
- e) using the Platform for any unlawful, abusive, defamatory, obscene or threatening activity.

4. Availability and changes to the Platform

4.0. We may update the Platform, including its content and functionality, at any time. Where possible, reasonable notice will be provided before implementing material changes.

4.1. We do not guarantee that the Platform, or any content on it, will always be available, error-free or uninterrupted. There may be instances when you cannot conduct transactions via the Platform.

4.2. EPEX SPOT may suspend, withdraw, discontinue or modify all or any part of the Platform at any time and at our discretion without notice or liability. You expressly acknowledge that uninterrupted or error-free operation is not guaranteed. EPEX SPOT may also impose limits on certain services, features or functions, or restrict access to parts of the Platform at any time without notice. EPEX SPOT is therefore not liable for any consequences whatever, including consecutive damages and losses caused by the Platform not being available for any reason, including outages, cyberattacks, or any other event out of the control of EPEX SPOT.

5. Third party access to the Platform

Access by Third parties on behalf of the Exchange Member

Prior written approval from EPEX SPOT is required before any use of services or products provided by a third-party company to access the Platform (e.g. access to the API of the Platform using a software provided by third party service provider). To this aim, the Exchange Member must notify EPEX SPOT of the name and relevant expertise of such third party. The Exchange Member shall remain fully liable for the actions or omissions of any third party acting on its behalf in relation to Platform access or use.

6. Fees and Payments

Your use of the Platform is subject to fees, charges, and payment terms as defined in the applicable Market Rules or the Other Exchange Market Rules.

7. Warranties

7.0. By using the Platform you guarantee, warrant and represent that:

- a) there are no circumstances of which you are or should reasonably be aware that would prevent any transaction from creating binding obligations for you;
- b) you have all necessary power, authority and approvals to enter into and perform your obligations (and/or those of any person you represent) under these Terms and under any transaction you enter via the Platform, and you shall not do, or omit to do, anything which is likely to invalidate such approvals;
- c) you hold or will obtain all necessary authorisations and/or property rights and/or licence contracts for all the configurations, firmware and software needed for using the Platform;
- d) your performance pursuant to these Terms does not and will not conflict with or breach any constitutional document, agreement or applicable law to which you are subject or by which you are bound;
- e) you are in possession of all equipment necessary for you to be able to perform your obligations under these Terms and such equipment is in good working order and complies with all applicable laws and standards (in particular IT security);
- f) all data you submit via the Platform is accurate and complete; and
- g) you will not dispute validity or enforceability of any transaction carried out via the Platform.

8. Intellectual property rights

All rights, title, interest and intellectual property rights (including but not limited to patents, trade-marks, design rights, copyrights, database rights, trade secrets, rights in confidential information and all rights of equivalent nature anywhere in the world, together with any applications or rights to apply for the foregoing) (collectively, "IPR") in the Platform are the property of EPEX SPOT or its licensors, suppliers or agents.

8.0. EPEX SPOT grants you a royalty-free (but subject to payment of fees described in Clause 6), non-exclusive, non-transferable licence to use the Platform solely for the purpose of entering into transactions with other Exchange Members and carrying out related activities, as governed by the Market Rules or the Other Exchange Market Rules. Any other use or dissemination of EPEX SPOT or its licensors (including other power exchanges), suppliers or agents' materials (collectively, "**our materials**") (by any means and in whole or in part) without EPEX SPOT prior written consent, is strictly prohibited. You must not delete, modify or obscure any copyright notice or other proprietary notices displayed on our materials or copies thereof.

- 8.1. You grant EPEX SPOT, the Other Power Exchanges and the entities within their corporate group a royalty-free, worldwide, non-exclusive and transferable right to use any document, data and information of any kind that you provide or make available through the Platform, for the purpose of carrying out their business activities, including compliance with applicable laws and regulations.
- 8.2. Access to and use of the Platform does not confer any ownership rights to you in respect of the Platform, our materials, or in any content not provided by you.
- 8.3. All trademarks displayed on the Platform are owned by EPEX SPOT (and/or the other power exchanges). Nothing in the Platform or these Terms shall be interpreted as granting any licence or right to use such trademarks without the express prior written consent of the respective owner.
- 8.4. In the event EPEX SPOT reasonably discovers that the Platform infringes a third party's intellectual property rights, we may, at our sole discretion:
- a) procure for you the right to continue using the Platform; or
 - b) replace the Platform or its infringing component(s); or
 - c) modify the Platform to avoid and/or mitigate the alleged infringement.

If none of the options are commercially reasonable, EPEX SPOT reserves the right to terminate these Terms with reasonable prior written notice.

8.5. This Clause 8 shall survive any termination of these Terms.

9. Links

- 9.0. The Platform may contain links to external websites, which may include content created by third parties not affiliated with EPEX SPOT. EPEX SPOT has no control over these third-party websites and accept no responsibility or liability for any information, content or services they provide.
- 9.1. You may link to pages on the Platform, provided you do so in a secure, fair and lawful manner that does not damage EPEX SPOT's reputation or exploit it. You must not establish a link in a way that suggests any form of association, approval or endorsement by EPEX SPOT where none exists. You must not frame on any other website. EPEX SPOT reserves the right to withdraw linking permission at any time and without notice.
- 9.2. Any use of the Platform's content beyond what is permitted by these Terms is prohibited unless prior written consent is given by EPEX SPOT. If you wish to use any Platform content in a manner not expressly allowed under these Terms, please contact EPEX SPOT for permission.

10. Privacy

You confirm that you have read and understood the terms and conditions related to the processing of personal data as set out in the EPEX SPOT Privacy Policy, the Market Rules, and where applicable, the other Exchange Market Rules. You agree to comply with these data protection obligations when accessing and using the Platform.

11. Liability

- 11.0. Nothing in these Terms shall exclude or limit liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded under the applicable law.
- 11.1. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms that may otherwise be implied by statute, law, or equity in connection with the Platform or its content.
- 11.2. You must access and use the Platform in accordance with these Terms. EPEX SPOT shall not be responsible for any use of the Platform, which is not compliant with these Terms, or not in line with EPEX SPOT environment or operational instructions or procedures, or if you fail to allow us or our agents to implement corrections or modifications to the Platform.
- 11.3. Except for the express warranties set out in these Terms, and to the fullest extent permitted by applicable law, neither EPEX SPOT nor any of its third-party suppliers or agent makes any warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise, in relation to any subject matter of these Terms, including without limitation, loss, corruption or damage to your data, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement arising from course of performance, dealing, usage or trade.
- 11.4. EPEX SPOT shall not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- a) the use of, or inability to use, the Platform;
 - b) any information provided by you in the Platform, as well as its accuracy or reliability;
 - c) any acts or omissions by you or your personnel, when applicable;
 - d) EPEX SPOT, other power exchanges, or other Exchange Members, acting on your behalf, including when providing information related to you;
 - e) the suspension or termination of your Account or access to the Platform in accordance with these Terms or the Market Rules or the Other Exchange Market Rules;
 - f) Non-compliance by you with these Terms;
 - g) Any event out of the control of EPEX SPOT, including Force majeure as defined under Article 1218 of the French civil code or hardship as defined under Article 1195 of the French civil code.
- 11.5. EPEX SPOT and its affiliates, licensors, directors, officers, and employee shall not be liable for any indirect or consequential loss or damages, including but not limited to loss of profits, loss of sales, loss of business, or loss of revenue, business

interruption, loss of anticipated savings, loss of business opportunity, loss of goodwill or loss of reputation.

- 11.6. Subject to clause 11.1 of these Terms, the total aggregate liability of EPEX SPOT for all damages arising out of or in connection with these Terms (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an overall amount of one hundred thousand euro (EUR 100,000). This limit is not cumulative with other limitation provided in EPEX SPOT Market Rules and the Other Power Exchanges Market Rules. EPEX SPOT may only be held liable for any direct damages suffered by you resulting from its breach of these Terms, within limits stated above. For sake of clarity, any claim by a third party shall be considered indirect damage. "Direct damage" excludes any indirect damage as per clauses 11.4 to 11.6 hereabove. All obligations of EPEX SPOT under these Terms are based on a reasonable efforts' standard ("*obligation de moyens*" under French law).
- 11.7. When EPEX SPOT operates the Platform on behalf of the other power exchanges to the benefit of their own Exchange Members, any claim from a User trading on the markets of an other power exchange shall be addressed to such other power exchange, which will thus subrogates EPEX SPOT in its rights, obligations and liabilities under this Terms. Therefore, EPEX SPOT denies any compensation obligation towards you, if you are not an Exchange Member or an Agent of an Exchange Member trading on EPEX SPOT markets.
- 11.8. You agree to indemnify and hold harmless, EPEX SPOT, the Other Power Exchange and their group companies from any losses, claims, demands, damages or liabilities arising out of your use of the Platform, including third-party claims related to your activities.
- 11.9. Any claim under these Terms must be brought within one (1) year from the date the relevant breach occurred.

12. Confidentiality

- 12.0. You agree that all information provided via the Platform or otherwise related to your use of it is confidential and of proprietary nature.

Therefore, you commit to maintain the strict confidentiality of such information at all times and not use it for any purpose other than the use of the Platform and strictly in accordance with the Terms.

- 12.1. In deviation of clause 12.1, you may disclose or use confidential information if:
- 12.2. you have documented evidence of EPEX SPOT's written consent to disclose it;
- a) If disclosure is required by law, regulation, court order, or competent authority, with documentation to support that requirement;
 - b) The information is lawfully in your possession before disclosure by EPEX SPOT, as proven by documentary evidence;
 - c) The information becomes public through no breach of these Terms;

- d) It is independently developed by you without access to the confidential information.
- e) 12.3. You commit to: limit access to your personal on a strict need-to-know basis; and
 - ensure those individuals having access to confidential information are bound by confidentiality obligations equivalent to those in these Terms.

12.4. EPEX SPOT is authorised to use or disclose your confidential information, including to Other Power Exchanges and group entities, as necessary to perform its business operations or comply with legal obligations.

13. Compliance

You agree to comply with the EPEX SPOT Code of Conduct, as part of the Market Rules, as well as all applicable laws, statutes, regulations, and codes, related to anti-bribery and anti-corruption, anti-money laundering, fraud, conflict of interest, sanction, and promptly report to EPEX SPOT any event, request or demand non-compliant with said regulations.

14. Amendments and Updates

EPEX SPOT reserves the right to revise these Terms at any time, including to reflect changes to the Platform, changes in laws and regulations, including upon request of an authority or in any case necessary for EPEX SPOT to perform its activity.

EPEX SPOT will make reasonable efforts to provide prior notice of any material changes. Continued use of the Platform after such revisions take effect constitutes acceptance of the amended Terms.

15. Audit

EPEX SPOT may audit or appoint a third party to audit, your compliance with these Terms, including your use of the Platform, by providing at least five (5) working days' written notice. Audits will be conducted during working days and regular business hours.

EPEX SPOT shall bear the cost of the audit, except where the audit reveals a material breach of these Terms by you. In that case, you agree to reimburse EPEX SPOT for the audit costs upon first demand.

16. Termination

EPEX SPOT reserves the right to suspend, block or terminate your Account and access to the Platform at its sole discretion, particularly in the event of any actual or suspected breach of these Terms.

Termination may also occur in the event of legal or regulatory changes, or at the request of an authority. In such cases, termination will take effect on the date the law or regulation enters into force or upon effective date of the authority's decision.

Termination of the Market Rules of Other Exchange Market Rules will result in automatic and immediate termination of these Terms.

Upon termination:

- a) Your right to use the Platform will cease immediately; and

- b) EPEX SPOT will deactivate your Account and deny further access.

Termination shall not affect:

- a) any rights, liabilities or obligations which accrued prior to termination;
- b) Outstanding fee payments due to EPEX SPOT or the Other Power Exchanges before the termination date (if applicable);
- c) The validity of any transactions executed prior to termination on the Platform; or
- d) Any provisions intended to survive termination.

17. General provisions

17.1 No failure or delay by a Party to enforce or exercise any right or remedy under these Terms or by law shall be deemed to be a waiver or abandonment of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any subsequent time. Any waiver of a breach or default of any of these Terms by EPEX SPOT shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect any other provisions of these Terms.

17.2. If whole or any part of any provision of these Terms is invalid, that invalidity shall not affect the validity of the remainder of the affected provision, or of any other provision of these Terms.

17.3. You acknowledge that these Terms will not create any partnership, joint venture or trust relationship between you and EPEX SPOT.

18. Governing Law and Dispute Resolution

18.1. These Terms shall be governed by and interpreted in accordance with the laws of France.

18.2. In case of any dispute related to or arising out of the validity, interpretation, performance, non-performance or termination of these Terms, the Chief Executive Officers of EPEX SPOT and the Exchange Member shall meet to attempt to resolve the dispute in good faith without recourse to legal proceedings, within fifteen (15) working days upon request of the most diligent Party or within any other time period agreed between the Parties.

18.3. Should the Parties fail to reach an agreement within fifteen (15) days or any other time period agreed between the Parties, all disputes arising out of or in connection with the validity, interpretation, performance, non-performance or termination of this Agreement shall be submitted to the CMAP (Centre for Mediation and Arbitration of Paris, Paris Chamber of Commerce and Industry - 39 avenue Franklin D. Roosevelt, 75008 Paris, France) rules for mediation and, in the event that no settlement is thereby reached, to the CMAP rules for arbitration, the Parties having agreed to adhere to said CMAP Rules. When submitted to arbitration, such dispute shall be settled by three arbitrators appointed in accordance with the CMAP rules for arbitration. The language of arbitration shall be English.

18.4. Nothing in this article shall preclude the Parties from claiming for interim or conservatory measures or any other injunctive relief in summary proceedings before the competent courts. The claim of a Party before a judicial authority for such measures, or for the enforcement of any interim or conservatory measures ordered by the arbitration tribunal, shall not be deemed as a breach or waiver of the arbitration agreement and shall not affect

the relevant powers reserved to the arbitration tribunal. Any order or provision issued by the judicial authority must be notified without delay to the arbitrators.