

Terms of Use for the De-risking Energy Efficiency Platform (DEEP)

Agreement between User and the Database Owners and Administrators

Use

The Database Owners (DG Energy) and Administrators (contracted by DG Energy) maintain the De-risking Energy Efficiency Platform ('DEEP' or the Platform) as a service to its Users. The information presented herein is for informative purposes only. We invite Users to visit the Platform and use the information contained therein for the User's personal, non-commercial use (including to enhance the User's understanding of the risks and rewards related to energy efficiency investment business opportunities), without any right to resell or redistribute its content for commercial purposes, subject to the terms and conditions outlined below. Use of this Platform constitutes agreement with the following terms and conditions.

Disclaimer

Materials provided on this Platform are provided "as is" without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. Database Owners and Administrators specifically do not make any warranties or representations as to the accuracy or completeness of any such Materials. Database Owners and Administrators periodically add, change, improve, or update the Materials on this Platform without notice. Under no circumstances shall the Database Owners and Administrators be liable for any loss, damage, liability or expense incurred or suffered which is claimed to result from use of this Platform, including without limitation, any fault, error, omission, interruption or delay with respect thereto. Use of this Platform is at User's sole risk. Under no circumstances, including, but not limited to, negligence, shall Database Owners and Administrators be liable for any direct, indirect, incidental, special or consequential damages, even if they have been advised of the possibility of such damages.

User specifically acknowledges and agrees that the Database Owners and Administrators are not liable for any conduct of any User.

This Platform may contain advice, opinions, and statements of various information providers and content providers. The Database Owners and Administrators do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information provided by any information provider or content provider, or any user of this Platform or other person or entity. Reliance upon any such opinion, advice, statement, or other information shall also be at your own risk. Neither the Database Owners and Administrators, nor any of their respective agents, employees, information providers or content providers shall be liable to any User or anyone else for any inaccuracy, error, omission, interruption, timeliness, completeness, deletion, defect, failure of performance, computer virus, communication line failure, alteration of, or use of any content herein, regardless of cause, for any damages resulting therefrom.

As a condition of use of this Platform, User agrees to indemnify the Database Owners and Administrators from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of User's use of this Platform, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions. If User is dissatisfied with any material on this Platform or with any of the terms and conditions of use of this Platform, User's sole and exclusive remedy is to discontinue using this Platform.

Nothing in this Platform or any Materials shall be construed, implicitly or explicitly, as containing any investment recommendations. Accordingly, nothing in such Platform, or in such Materials, constitutes an offer of or an invitation by or on behalf of the Database Owners and Administrators to use, purchase or sell any of the technologies and solutions mentioned, nor should it be considered as investment advice.

Applicable laws; consents

This Agreement will be interpreted and enforced in accordance with the laws of Belgium. Any action to enforce this agreement shall be brought in the courts located Brussels.

User specifically acknowledges that its use of the Platform may be subject to applicable law and to the rules and regulations of various regulatory authorities, as well as restrictions imposed by various data providers, any or all of which may restrict such use. User agrees to identify and obtain any agreement, approval, license or permit from which may be so required, at User's own expense.

General

The database Owners and Administrators reserve their exclusive right in its sole discretion to alter, limit or discontinue the Platform or any Materials in any respect. The Database Owners and Administrators shall have no obligation to take the needs of any user into consideration in connection therewith.

The Database Owners and Administrators reserves the right to deny in its sole discretion any user access to this Platform or any portion thereof without notice.

No waiver by the Database Owners and Administrators of any provision of this Agreement shall be binding except as set forth in a writing signed by its duly authorized representative.

Privacy policy for websites managed by the European Commission

Introduction

The European Commission is committed to the protection of your personal data and respects your privacy on all its websites on the europa.eu domain.

This privacy policy on the protection of individuals with regard to the processing of personal data by the European Commission is based on the [Regulation \(EU\) 2018/1725](#).

This privacy policy covers all the European Commission's websites within the ec.europa.eu domain as well as inter-institutional EU websites on the europa.eu domain that are managed by the Commission. You can browse through most of these websites without giving any personal data.

In certain cases though, your personal data may be required for the provision of an e-service. When personal data is required for that purpose, you can find more detailed information on that in a specific privacy statement linked to the website. You will find which service you should contact in that specific privacy statement.

In this respect:

- an operational controller ensures conformity with the specific privacy statement in place for each e-service

- the [Data Protection Officer](#) ensures in an independent manner the internal application of the Regulation in the Commission, and advises operational controllers on their data protection obligations
- the [European Data Protection Supervisor](#) acts as an independent supervisory authority

Information contained in a specific privacy statement

When visiting other Commission websites, further specific privacy statements will contain the following information about the use of your personal data:

- the purposes of the processing and how your personal data is processed
- on what legal grounds your personal data is processed
- which personal data is collected and further processed
- how long it is kept
- how it is protected and safeguarded
- who has access to your personal data
- what are your rights and how you can exercise them
- who to contact if you have questions or complaints

e-services

An e-service on the ec.europa.eu websites is a service or resource that improves communication between people and the European Commission.

3 types of e-services are offered on the Commission websites:

- information services that provide easy and effective access to information
- interactive communication services to facilitate policy consultations and feedback
- transaction services that allow basic forms of transactions with the EU, such as procurement, financial operations, recruitment, event enrollment, and ordering documents

Europa Analytics

Europa Analytics is the corporate service that measures the effectiveness and efficiency of the European Commission's websites on Europa.

You are free to refuse the use of this service – either via the cookie banner that appears at the top of the first page you visit or at Europa Analytics.

Choosing not to use this service does not affect your navigation experience on Europa websites of the Commission.

[More about Europa Analytics for European Commission websites](#)

[More about Europa Analytics for European Union websites](#)

IP adress and device ID

When you access a European Commission website, the European Commission receives as an essential technical requirement the Internet Protocol address (IP address) or the device ID of the device used to access the website.

Without this information, you will not be able to establish a technical connection between your devices and the server infrastructure maintained by the European Commission and therefore will not be able to access the websites of the European Commission.

The European Commission only keeps this information for the time necessary to fulfil the request, namely for the duration of the browsing session. In addition, IP addresses and device IDs might be saved for one year in the log files of the Directorate-General for Informatics operational environment for security or other purposes (see [DPR-EC-02886 DIGIT IT security operations and services](#) for more information).

Cookies and third parties

Some websites of the Commission on Europa use 'first-party cookies'. These are cookies set and controlled by the Commission, not by any external organisation.

Read more about our cookies [here](#).

The Commission's websites within the ec.europa.eu domain may provide links to third-party sites. In order to use third party content on our websites, you may need to accept their specific terms and conditions, including their cookie policies over which we have no control.

Safeguarding information

Collected personal data are stored by the Commission under the [Commission Decision \(EU, Euratom\) 2017/46](#) of 10 January 2017 on the security of communication and information systems in the Commission.

The Commission's contractors are bound by a specific contractual clause for any processing operations of your data on behalf of the Commission, and must guarantee the data protection and confidentiality level required by Regulation (EU) 2018/1725.

Your rights as a data subject

You have the right to obtain access to the personal data held by the Commission about you and to request its rectification or erasure, or restriction of processing or, where applicable, the right to object to processing or the right to data portability. Where the processing is based on your consent or explicit consent, you also have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

For any request concerning the processing of your personal data, we invite you to contact the operational controller responsible (as identified in the privacy statement related to the specific processing activity or e-service).

Where to find more detailed information

The Commission Data Protection Officer (DPO) publishes the register of all processing operations on personal data by the Commission, which have been documented and notified to him.

You may access the register via the following link: <https://ec.europa.eu/dpo-register/>