



## BidPro Terms and Conditions

THIS PORTFOLIO TERMS AND CONDITIONS ("AGREEMENT") MUST BE AGREED AND SIGNED BY THE PARTNER, OR BY THE AUTHORIZED REPRESENTATIVE BEFORE REGISTERING TO AECO ENERGY BIDPRO PLATFORM ("PLATFORM").

BY REGISTERING, SUBSCRIBING, USING, OR ACCESSING THE PLATFORM, THE PARTNER CONSENTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THIS AGREEMENT IS ENTERED INTO BETWEEN AECO SERVICES INC. ("AECO") AND THE PARTNER.

### 1.0 Use and Restrictions

- 1.1 During the Subscription Term, AECO grants Partner, non-exclusive, non-transferrable right to access and use the Platform strictly in accordance with this Agreement and solely for the internal business process of the Partner.
- 1.2 Partner is solely responsible in ensuring that: (i) only Authorized Users have access to the Platform; (ii) Authorized Users are informed of and compliant with the terms of this Agreement; and (iii) login details, username, and password are properly used in accordance with Section 4.0 of this Agreement.
- 1.3 Partner shall not:
  - a) Use the Platform beyond the scope of this Agreement.
  - b) Use Customer Data for any purpose other than use of the Platform and participating in the Market Process.
  - c) Modify, translate, adapt, or create derivative works of the Platform, in whole or in part.
  - d) Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code, methodology, analysis, or results of the Platform, in whole or in part.
  - e) Remove, modify, or conceal any product identification, copyright, proprietary, or intellectual property notices or such other marks within the Platform.
  - f) Transfer or assign any rights under this Agreement to any other person or entity, unless expressly authorized by AECO in writing.
  - g) Use the Platform to display, store, share, or transmit infringing, libelous, inappropriate, or otherwise unlawful or tortious material (such as, but not limited to, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity), or to store or transmit material in violation of third-party privacy or intellectual property rights.
  - h) Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Platform, its related systems or networks, or any third-party data contained therein.

### 2.0 Services

- 2.1 The Partner may have one (1) year free access to the Platform. Thereafter, a fee shall be charged as listed in Schedule A during the Term of this Agreement.
- 2.2 The Term shall commence on the Commencement Date and shall terminate on the Expiry Date indicated in Schedule A.

Unless, terminated in accordance with the terms and conditions of this Agreement.

- 2.3 In the absence of Notice of Non-Renewal from the Partner, the Agreement shall automatically renew upon termination of the Term for a period of one (1) year.

### 3.0 Fees

- 3.1 Subscription and access to the Platform is free-of-charge and at no cost to Partner for one (1) year. Thereafter, the Partner shall be charged a Fee as listed in Schedule A.
- 3.2 Unless expressly stated otherwise, any fees payable under this Agreement are exclusive of value-added tax (VAT) or other taxes. The Partner must pay the applicable VAT for the fees under the relevant invoice.

### 4.0 Obligations of Partner

- 4.1 The Partner shall participate in a Market Process, as defined in Section 22.0, in good faith and strictly in compliance with the Market Process Rules prescribed by AECO in this Agreement or in a Documentation issued to Partner and posted on the Platform or AECO website, as well as other rules to be issued by AECO and communicated to Partner from time to time. If Partner does not agree with the Market Process Rules, Partner may terminate this Agreement.
- 4.2 For the avoidance of doubt, any Electricity Contract entered into and executed through the Market Process is a separate and independent contract between Partner and the relevant Customer. AECO is not and will not be party to any such Electricity Contract, except insofar as when AECO act as the authorized agent of the Customer.
- 4.3 In a Market Process, the Partner shall:
  - a) not contact, tout, or provide Pricing Data to a Customer directly, indirectly, or via third parties outside of the Platform during an ongoing Market Process initiated by such Customer. If the Customer is known to the Partner prior to a Market Process, restriction shall be for a period of one (1) month after conclusion of a Market Process. If Customer was not known to Partner, Partner shall absolutely be prohibited to contact the Customer, directly or indirectly, using the Customer Data obtained via a Market Process or the Platform.
  - b) guarantee and ensure that Pricing Data provided to AECO, and bids made in response to tenders are fair and reasonable in relation to the requirements of the Customer.
  - c) use Customer Data and Confidential Information strictly for Market Process purposes and for the constructions of Bids. For the removal of doubt, Partner shall not use Customer Data and Confidential Information for marketing purposes of any type. Partner shall not store or enter Customer Data in a permanent manner or in any permanent system designed for marketing.
- 4.4 In conducting its business, Partner shall not:
  - a) engage in deceptive, misleading, or unethical practices.
  - b) conduct business in a manner that reflects negatively on AECO and the good name, goodwill, and reputation of AECO.
  - c) engage in any activity that exploits, harms, or threatens to harm children.
  - d) send spam or engage in phishing.
  - e) engage in any fraudulent, false, or misleading activity (e.g., asking for money under false pretenses, impersonating someone else).
  - f) engage in any activity that may be harmful to Partner, AECO, the Platform, Customer, or any third-party (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content,

communicating hate speech, or advocating violence against others).

- g) act in a manner that is abusive or disrespectful to AECO, Electricity Retailers, or Customers, and their agents or employees. AECO will not tolerate any abuse or bullying of AECO employees and personnel in any situation, including interaction with the support teams.
  - h) Help, assist, or encourage Electricity Retailers or any other third-party to break or cause the breaking of the terms of this Agreement, such as but not limited to collusion in providing pricing information and bids.
- 4.5 On each anniversary of Agreement, any subsequent Fees may be varied by an amount due to Inflation.
- 4.6 At least thirty (30) days prior to the normal expiration date of this Agreement, a renewal notice and invoice will be issued for the Services to the Customer. Payment of the renewal invoice will extend the term of this agreement according to that renewal notice's terms.

## 5.0 Security

- 5.1 Partner shall ensure to keep its user information correct and up to date. Partner is required to:
- a) provide true, accurate, and complete information and to verify the accuracy of any information used or provided in the Platform.
  - b) select strong passwords that are hard to guess.
  - c) protect login details, username, and password, and prevent them from unauthorized access, getting stolen, or misused, or otherwise compromised.
- 5.2 Partner agrees and acknowledges that AECO shall not guarantee absolute security and that no method of electronic storage is completely secure. AECO will notify Partner if there are unauthorized access to the account of Partner and AECO may restrict access to the Platform, in whole or in part, until verification by Partner that the access was by an Authorized User.
- 5.3 Partner shall be solely responsible for the use of any security features, including multiple factor authentication that are available in the Platform and for keeping the alternative identification systems (such as email accounts, or hand phones) secure and safe at all times and only accessible by Partner and Authorized Users.
- 5.4 Partner must immediately notify AECO upon awareness of or reasonable belief or suspicion of any unauthorized use of login details, username, or password, or any breach of security to account or email address or mobile phone linked to account of the Partner and Authorized Users.
- 5.5 Partner also agrees not to use free-form fields in the Platform to store personal data, *(unless explicitly asking for personal data - like a first name or last name)* credit card details, tax identifiers, or bank account details.

## 6.0 System Availability and Partner Data

- 6.1 AECO will use commercially reasonable efforts to make the Platform available twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance or updates, published downtime, or any unavailability caused by circumstances beyond control, including but not limited to a Force Majeure event as described in this Agreement.
- 6.2 Partner acknowledges and assumes the risk of using technology and the internet and Partner may occasionally be unable to access the Platform and Partner Data or experience data loss. Partner acknowledges that it is solely responsible for backing up its Partner Data entered in the Platform.

- 6.3 Partner agrees that, in case of any downtime, access issues, or data loss, regardless of cause, the only recourse of Partner is to discontinue using the Platform.
- 6.4 New updates, modifications, and enhancements to the Platform, and in some cases, discontinuation of features will be notified to the Partner as far as practicable by email or by conspicuous posting on AECO website or in the Platform.

## 7.0 Intellectual Property

- 7.1 Partner agrees and acknowledges that AECO and its Affiliates own all intellectual property, materials, data, information, creations, facilities, and works residing in the AECO systems used or made available in connection with the performance, provision, and delivery of the Platform (collectively "AECO IP"), including other rights in:
- a) the design, compilation, and look and feel of the Platform; and
  - b) all copyrighted works, trademarks, designs, inventions, creations, and other intellectual property.
- 7.2 Partner shall not copy, distribute, modify, or make derivative works of any of AECO IP nor use any of AECO IP or other intellectual property rights in any way not expressly permitted by AECO.
- 7.3 Partner owns all rights, title to, and interest in its intellectual property rights Partner Data and Pricing Data. Partner grants AECO license to use and retain any and all data, content, information, and/or material provided or made available to AECO for purposes of providing services to Partner.
- 7.4 In compliance with Data Privacy Act of 2012, AECO, upon written consent from the Partner, shall be permitted to collect and use the Usage Data of the Partner for its reasonable business purposes and for the benefit of the Partner. AECO, with prior written consent from the Partner, may use or disclose the Usage Data or any part thereof to third parties. Such data shall be anonymized and/or presented in the aggregate so as not to identify the Partner or its Authorized Users.

## 8.0 Confidentiality

- 8.1 The Receiving Party will keep confidential and will not use or disclose any Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party will protect the Confidential Information of the Disclosing Party by using at least the same degree of care (but no less than reasonable degree of care) as the Receiving Party uses to protect its own Confidential Information to prevent unauthorized use, dissemination, disclosure or publication. This notwithstanding, the Receiving Party may disclose the Confidential Information to its, including Affiliates, employees, consultants, or advisors on a need-to-know basis and provided that such person is bound by substantially the same confidentiality obligations as stated herein.
- 8.2 Each party's respective obligations of confidentiality shall not apply to the disclosure of information to competent legal or regulatory authorities which is:
- a) mandatory under the applicable law;
  - b) as far as possible, disclosed as aforesaid only after the other party to whom the obligation of confidentiality is owed, has been notified without any inexcusable delay and given the opportunity to clarify and advocate for a limitation or restriction of the information to be disclosed; and
  - c) limited only to information that is strictly required to be disclosed as aforesaid under the applicable law and if applicable, after the fulfilment of and considering the outcome of sub-paragraph (b) above of this Section 8.2.

- 8.3 Partner will only use Confidential Information with respect to the use of Platform and for no other purpose.

## 9.0 Personal Data

- 9.1 Partner is solely responsible for: (i) the content, quality, and accuracy of Partner Data as made available by Partner and its Authorized Users to AECO; (ii) providing notice to Authorized Users with regard to how Partner Data will be collected and used for the purpose of the Platform; (iii) ensuring Partner has a valid legal basis for processing Partner Data and for sharing Partner Data with AECO (to the extent applicable); and (iv) ensuring that the Partner Data as made available by Partner complies with applicable laws and regulations including Applicable Data Protection Laws.
- 9.2 AECO shall: (i) ensure that is has in place appropriate administrative, physical, and technical measures designed to protect the security and confidentiality of Partner Data against any accidental or illicit destruction, alteration, or unauthorized access or disclosure to third parties; (ii) have measures in place designed to protect the security and confidentiality of Partner Data; and (iii) access and use the Partner Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement. AECO shall not materially diminish its security controls with respect to Partner Data during a particular Subscription Term.

## 10.0 Warranty and Disclaimers

- 10.1 AECO warrants that: (a) the Platform will perform materially in accordance with this Agreement, and (b) AECO will use industry standard measures designed to detect viruses, worms, Trojan horses, or other unintended malicious or destructive code in the Platform. The sole and exclusive remedy of Partner and the sole and exclusive liability of AECO in relation to the warranties shall be limited to the correction of the Platform.
- 10.2 EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS". AECO MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. AECO DOES NOT WARRANT THAT (I) THE PLATFORM WILL MEET REQUIREMENTS OF PARTNER, (II) THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PLATFORM WILL BE PROTECTED AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.
- 10.3 AECO WILL HAVE NO LIABILITY FOR DELAYS, FAILURES, LOSSES, OR DAMAGES ATTRIBUTABLE OR RELATED IN ANY WAY TO THE USE OR IMPLEMENTATION OF THIRD-PARTY SOFTWARE OR SERVICES (SUCH AS BUT NO LIMITED TO AMAZON WEBSERVICES, MICROSOFT OFFICE SERVICES) NOT PROVIDED BY AECO.
- 10.4 AECO WILL HAVE NO LIABILITY FOR ANY DELAYS, FAILURES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ANY ELECTRICITY CONTRACT BETWEEN PARTNER AND CUSTOMER.

## 11.0 Limitation of Liability

- 11.1 To the fullest extent permitted by applicable law, in no event shall either party be liable for any special, indirect, incidental,

punitive, exemplary, or consequential damages of any kind (including but not limited to loss of business, data, profits), arising out of or relating to this Agreement, regardless of the theory of liability and whether each party was advised of the possibility of such damage or loss.

- 11.2 To the fullest extent permitted by applicable law, in no event shall the total liability of AECO, from all claims or causes of action and under all theories of liability arising out of or relating to this Agreement, exceed the total amount paid by Partner for the entire term of the Subscription on which the claim is based. This limitation of liability will not apply to claims for death or personal injury caused by the negligence, breach of confidentiality, or infringement of intellectual property rights.

## 12.0 Indemnity

- 12.1 AECO will defend or settle any action brought against Partner to the extent that it is based upon a third-party claim that the Platform infringes or misappropriates such third party's patent, copyright, trademark, or trade secret, and will pay any costs and damages made in settlement or awarded against Partner in final judgment resulting from any such claim, provided that Partner: (i) gives AECO prompt notice of any such claim; (ii) gives AECO sole control of the defense and settlement of such claim; and (iii) gives AECO, at AECO's expense, all information and assistance reasonably required for the defense and settlement of such claim. AECO will not be bound by any settlement or compromise that Partner enters into without AECO's prior written consent.
- 12.2 The foregoing provision sets forth the sole and exclusive liability of AECO and the sole and exclusive remedy of Partner for any claims of infringement or misappropriation of intellectual property rights of any kind.
- 12.3 Partner will defend, indemnify, and hold AECO harmless from and against all liabilities, damages, costs, fees, and expenses, including reasonable attorney's fees arising out of or resulting from any third-party claim based on or otherwise attributable to: (i) Partner's gross negligence or intentional misconduct; (ii) a breach of Market Process or Section 7.0 (Intellectual Property); or (iii) any Electricity Contracts between Partner and Customers.

## 13.0 Suspension and Termination

- 13.1 AECO may suspend access of the Partner or any of its Authorized Users to the Platform, in whole or in part, if AECO reasonably suspects Partner or any of its Authorized Users to have breached this Agreement or any related Documentation. Suspension shall be for the entire duration of the investigation period and may be extended if Partner or any Authorized Users are determined to have breached until the breach was actually rectified. Partner and/or any Authorized Users found to have breached this Agreement or Documentation may be temporarily or permanently banned to use and access the Platform and/or other systems of AECO in any other capacity.
- 13.2 AECO may terminate this Agreement and revoke access to the Platform without cause at any time by providing at least one (1) week prior written notice to the Partner.
- 13.3 AECO may also terminate this Agreement and access of Partner to the Platform immediately after written notice if:
- Partner breached any of these terms and the breach is not remedied within fourteen (14) days after receiving notice of the breach;
  - Partner breached any of these terms and the breach cannot be remedied; or

- c) Partner becomes insolvent, goes into liquidation, has a receiver or manager appointed over any of its assets, or makes any arrangement with creditors or becomes subject to any similar insolvency event in any jurisdiction.
- 13.4 Upon termination of this Agreement: (i) Partner will have no right to access or use the Platform; and (ii) each Party shall, within thirty (30) days after a written request, destroy, or return Confidential Information of the other, except those information and data that may be kept by AECO in perpetuity. Partner shall be responsible for exporting and retrieving its Partner Data on the Platform and AECO shall not be liable for the failure of Partner to do same.

#### 14.0 Assignment

Neither party may assign or transfer this Agreement or any obligation herein without the prior written consent of the other party, except that, upon written notice, AECO may assign or transfer this Agreement or any obligation herein to its Affiliate, or an entity acquiring all or substantially all assets of AECO, whether by acquisition of assets or shares, or by merger or consolidation without consent of the Partner. Any attempt to assign or transfer this Agreement shall be null and of no effect. For purposes of this Agreement, a change of control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

#### 15.0 Independent Contractor

Nothing in this Agreement will be construed to imply a joint venture, partnership, or principal-agency relationship between AECO and Partner. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever.

#### 16.0 Changes

- 16.1 AECO reserves the right to make changes to this Agreement or any Documentation issued in relation thereto.
- 16.2 Partner will be notified of any material change to this Agreement or Documentation at least thirty (30) days prior to intended date of effectivity either by email or by posting a visible notice on the Platform. Partner may terminate this Agreement if it finds any of the changes unacceptable.
- 16.3 In case of immaterial or clerical changes, AECO will endeavor to notify Partner. Changes to the terms can be tracked by referring to the version and date last updated as posted on the AECO website.

#### 17.0 Entire Agreement

- 17.1 This Agreement contains the entire understanding of the parties, to the exclusion of any and all prior or collateral agreement or understanding, relating to the Platform, whether oral or written. Partner acknowledges that it did not enter into this Agreement in reliance upon any statement made by AECO, other than as expressly contained in this Agreement.
- 17.2 If any part of the Agreement is found to be invalid or of no force or effect, the Agreement shall be construed as though such part had not been inserted and the remainder of the Agreement shall retain its full force and effect.
- 17.3 To the extent that any other term or condition specific to the Platform conflicts with any other term or condition in the Agreement, the term or condition specific to the Platform will apply.
- 17.4 In the Agreement, unless the context otherwise requires or permits:

- a) Where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase will have the corresponding meaning.
- b) References to legislation or legislative provisions will include modifying, consolidating, or replacing legislation or legislative provisions.
- c) References to months and years means calendar months and years.
- d) The use of headings is only for convenience and does not affect interpretation and any headings, underlining, or marginal notes are only included for ease of reference.
- e) The terms "included," "including," and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus.
- f) Where anything is within our discretion, this means AECO's sole discretion.

#### 18.0 Notices

- 18.1 Any notice, demand, consent, or other communication required to be given by either party must be in writing and will be deemed to have been duly given: (a) when delivered by hand or by fax; (b) five (5) business days after being sent by registered or certified mail; (c) two (2) business days after deposit with a recognized overnight delivery or express courier services; or (d) one (1) business day after being sent by email and no failure of delivery notice was received by sender.
- 18.2 Notices to AECO shall be sent to the contact information posted on the AECO website. Notices to the Partner shall be sent to the contact information provided in the Platform or on the website of the Partner.

#### 19.0 Force Majeure

Except for payment obligations, neither party shall be liable to the other party for any delay or failure to perform due to any Force Majeure event as defined in this Agreement. In such event, both parties will resume performance promptly after the cause of such delay or failure has been removed.

#### 20.0 Dispute Resolution

All dispute between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by arbitration in accordance with the arbitration laws of the Philippines. The language of the arbitration shall be English, and the decision of the arbitrators shall be final and binding on the parties. The venue of arbitration shall be in the Philippines.

#### 21.0 Governing Law, Venue of Action, and Compliance

The Agreement shall be governed and construed in accordance with the laws of the Philippines. Action, proceeding, and lawsuits arising from this Agreement shall be brought to the exclusive jurisdiction of the Courts of Taguig City, Philippines. Each party shall ensure compliance with the laws applicable to this Agreement, including but not limited to laws on export control, anti-corruption, and/or anti-bribery.

#### 22.0 Definitions

"Affiliates" means any entity that controls, is controlled by, or is under common control with Partner or AECO Energy, as applicable, where "control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

**"Applicable Data Privacy Laws"** shall mean Data Privacy Act of 2012 or the Republic Act No. 10173.

**"Authorized Users"** means employees, agents, consultants, or contractors authorized by Partner to use the Platform solely for the internal use of the Partner, subject to the terms and conditions of this Agreement.

**"BidPro"** is the software-as-a-service created, owned, and managed by the Asia Energy Company or AECO which allows Partner and other registered Electricity Retailers to make offers in response to request for bids made by AECO's Customers registered in the AECO Energy MarketPro Platform.

**"Confidential Information"** means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or can reasonably be understood as confidential given the nature of the information and circumstances of disclosure. Confidential information shall include, but not be limited to, Partner Data and Bids, AECO's Content and Services, the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, Customer details and information, and business processes disclosed by such party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**"Customer"** means any person, individual, organization, entity, or company who has registered and subscribed to the AECO Energy MarketPro Platform.

**"Customer Data"** means all data, information, and/or content of the Customer disclosed to the Partner pursuant to a Market Process in the Platform or by other means.

**"Electricity Retailer"** means an electricity retailer licensed by the Energy Regulatory Commission (ERC) to retail electricity.

**"Electricity Contract"** means an agreement between means an agreement between Partner and a Customer for the supply of electricity to their nominated Location/s.

**"Force Majeure"** means any event which is beyond the control of or unforeseen by the parties or which, though foreseen, is inevitable, including fire, virus, epidemic, travel advisories as to health, security and/or terrorism, flood, lockout, transportation delay, war, acts of God, governmental rule or order, strikes, or other labor issues.

**"Location"** means a metered electricity supply point charged as part of an Electricity Contract in relation to consumption of Customer.

**"MarketPro"** is the software-as-a-service created, owned, and managed by the Asia Energy Company or AECO which allows Customer to secure offer, bids, or response to invitations to treat and to close or buy Electricity Contracts from Electricity Retailers registered in the AECO Energy BidPro Platform.

**"Market Process"** means a market process of AECO in which Customers procure or cause the procurement of Electricity Contracts

through tenders or invitations to bid and Electricity Retailers participate by providing their offers to the tenders. Except in cases where the tender is initiated by AECO on behalf of Customers, the Market Process shall exclusively take place on the Platform.

**"Market Process Rules"** means the rules as specified by AECO for the operation of the Market Process either in this Agreement, in the BidPro Platform, or in any documentation issued, published, and as may be amended by AECO from time to time.

**"Offer" or "Bid" or "Response"** means the response of the Partner made through the BidPro Platform to the invitation to treat for the supply of electricity made by Customer through the MarketPro Platform. Any response is not a formal contractual offer, but may include your stated major terms, such as period, rates and other conditions of a formal contract offer to be subsequently entered into by the Customer.

**"Partner Data"** means all data, information, and/or content uploaded to the Platform and/or provided by Partner, including Authorized Users, as applicable, and all data derived from it. For the avoidance of doubt, Partner Data shall not include Usage Data.

**"Phishing"** means sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information.

**"Pricing Data"** means any data or information located within or related to, Electricity Contract, Bids, or data entered in the Platform.

**"Subscription Term"** means the period of time during which the Partner has the right to access and use the Platform.

**"Usage Data"** means the data generated in connection with Partner's access, use, and configuration of the Platform and data derived from it (e.g., accounts or applications utilized or interacting with the Platform).