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AI Testing and Experimentation Facility (TEF) for the energy sector – bringing technology to the market
Project no. 101172705



**Large-Scale Testing and Experimentation Facility (TEF) for Assessing,
Validating, and Enhancing AI-Powered Next-Generation Energy Solutions**

EnergyGuard TEF Platform Terms and Conditions of Use

Disclaimer:

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EnergyGuard Project Profile

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Duration:	36 months

Partners










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	FUNDACION CARTIF (CARTIF)	Spain
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	BLUENERGY REVOLUTION SCRL (BER)	Italy
	METASYMBOSE SAS (MS)	France
	LUXPROVIDE SA (LXP)	Luxembourg
	FUNDINGBOX ACCELERATOR SP ZOO (FBA)	Spain
	FORA FOREST TECHNOLOGIES SLL (FORA)	Spain
	FYLLA ANASTASIA (AF)	Greece
	ENGREEN SRL (ENGREEN)	Italy
	BUVNICIBAS VALSTS KONTROLES BIROJS (SCCB)	Latvia
	HAL SERVICE SPA (HAL)	Italy

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1 Introduction

This is the official platform of the EnergyGuard Project (Project Nr. 101172705), developed under the applicable European Union framework. The EnergyGuard Testing and Experimentation Facility (TEF) Platform (hereinafter referred to as “the **Platform**”) provides a secure and structured environment for the development, testing, experimentation, and evaluation of Artificial Intelligence (AI) solutions in the energy sector. Through the Platform, Users may create and manage Projects, conduct Experiments, upload and process datasets and models, access Digital Twins and related facilities, perform trustworthiness assessments and benchmarking activities, and, where applicable, utilise shared computational resources, including MLflow environments and High Performance Computing (HPC) infrastructure. As such, Platform’s use and results aim at providing technical and scientific support to Users and notified bodies while data access aims inter alia at enabling re-use of scientific research data.

The Project is implemented by the EnergyGuard Consortium, comprising 15 multidisciplinary partners from 7 countries. The full list and details of partners is available in the [Platform’s Privacy Policy](#). The Erevnitiko Panepistimiako Institouto Systimatou Epikoinonion kai Ypologiston (ICCS) established in PATISION 42, ATHINA 106 82, Greece, email address for the purposes of this Project info@energy-guard.eu serves as the Coordinator of the Consortium and the Project and as the Administrator of the Platform..

2 Applicability of the Terms and Conditions of Use and Important Information

The present Terms and Conditions of Use together with a) Data Processing Agreement, b) our [Platform's Data Protection Notice/Privacy Policy](#) and c) our Cookies Policy govern the access to and use of the Platform, its services, functionalities, components, modules and any other associated features, provided by it, unless otherwise indicated. Using the Platform includes, inter alia, accessing and browsing the Platform, having access to the information provided therein, registering as a user (and having access to all functionalities associated with it) and using any other form of communication or feature offered on the Platform.

Each User, who enters or uses this Platform shall thoroughly read these Terms and Conditions of Use, as well as Data Processing Agreement, the Platform's Data Protection Notice/Privacy Policy and Cookies Policy, since by using this Platform, the User signifies that he has read the abovementioned Terms and that he/she agrees to be bound by them unconditionally and without any exception or reservation. If a User does not agree with these Terms, he/she is obliged to refrain himself from using the Platform and from engaging in any form of interaction or activity through it.

The Platform's Administrator reserves the right, in cooperation with the other EnergyGuard Consortium Partners, to change or update these Terms at any time. If you continue using this Platform after any such change to these Terms, you signify the acceptance of the changes. Any element or function of this Platform may be subject to change, alteration, deletion or updating without prior notice, under the EnergyGuard Consortium's complete discretion. For that reason, all Users are encouraged to thoroughly read these Terms every time that they use this Platform and its services. The effective date/publication date of the currently applicable version of the Terms is located in the last chapter of these Terms.

For the website, please visit the Terms of Service and the Privacy Policy applicable to it available at <https://dashboard.energy-guard.eu/static/assets/docs/terms.pdf>
<https://dashboard.energy-guard.eu/static/assets/docs/privacy-policy.pdf>

IMPORTANT NOTICE:

Please note that this Platform enables users to test AI solutions in controlled or real-world-like conditions. The Platform is part of an evolving project and is subject to ongoing evaluation and review where possible amendments and updates may take place inter alia for the testing functionalities to be aligned with the development of standards, various guidelines published by the European Commission and regulatory updates and amendments as well as to align with reviews by the Funding Authority. Any compliance-related insights, assessments, guidance and results generated through the Platform and its AI validation tools are preliminary, non-exhaustive, and intended strictly for informational use. They do not constitute regulatory approval, accreditation, or legal advice, nor should they be relied upon as a substitute for professional legal consultation. Testing AI solutions within this environment does not confirm, demonstrate, or guarantee compliance with the EU AI Act or any other regulatory framework or standard and must not be interpreted as such. The outputs and analyses produced by the Platform do not represent the EnergyGuard Consortium's views or any official assessment of an AI solution, or a User. Users remain solely responsible for assessing and ensuring compliance with the EU AI Act and any other relevant legislation, framework and standard. This disclaimer expressly applies to all automated trustworthiness benchmarks, AI Act-related questionnaires, ALTAI self-assessments, automated code analysis tools, security mappings (including but not limited to CWE and OWASP classifications), scoring mechanisms, benchmarking outputs, and downloadable or exportable reports generated through the Platform. Under no circumstances shall the outputs of the Platform be construed as certification, regulatory approval, formal conformity

assessment, legally binding compliance determination or presumption of any type that the AI applications are in conformity with applicable requirements. The User is fully and solely liable for the legitimacy of Platform's use and use of Services in his/her jurisdiction and for receiving any approval, consent, license, permission, registration or successful completion of any procedure required for the User to make use of the Platform and its Services.

3 Definitions

“Website”: All webpages located in the <https://energy-guard.eu/> domain.

“Platform”: Refers to the EnergyGuard Testing and Experimentation Facility (TEF) Platform accessible on the [website](#) and the services provided therein.

“Project”: Refers to the EnergyGuard Project (Project Nr. 101172705), funded under the applicable EU framework, which aims to develop, operate, and maintain an open, green, and robust Testing and Experimentation Facility (TEF) for the energy sector.

“User”: Any natural or legal person who accesses or uses the Platform or any of its Services, as further described in Section 4 of these Terms.

“Team”: Refers to an organisational and collaborative entity within the Platform, created by one or more Users, which enables its members to share access to projects, experiments, datasets, models, computational resources (including MLflow instances and, where applicable, HPC infrastructure), and other related assets. A Team may be granted access to shared environments and resources subject to approval and configuration by the Platform.

“Team Administrator”: Refers to a User designated as having administrative rights within a Team, with authority to manage Team membership, assign or modify roles, invite or remove members, configure access permissions to Team resources, and perform other administrative actions relating to the operation and governance of the Team within the Platform.

“The Platform’s Administrator”: Refers to the Erevnitiko Panepistimiako Institutou Systimaton Epikoinonion kai Ypologiston (ICCS), which is responsible for the operation of the Platform and its Services.

“Terms”: shall mean the present “Terms and Conditions of Use”, the Data Processing Agreement, our “Data Protection Notice/Privacy Policy”, and our “Cookies Policy”.

“Services”: Refer to the functionalities and features made available through the Platform.

“User-Generated Content”: Refers to any data, material, or digital content uploaded, submitted, or otherwise provided by the End-Users to the Platform for the purpose of utilizing its tools and functionalities, including but not limited to experimentation, testing, validation, benchmarking, or scenario evaluation of their AI models and energy-related solutions.

“We”/“Our”: Refers to the Platform Administrator and the other EnergyGuard Project Partners.

4 Eligibility of Users and Registration

The Platform may be accessed by both natural persons and legal entities, provided that the individual User is at least 15 years old and legally capable of entering into binding contractual obligations under the applicable legal framework. If you do not meet these requirements, you must refrain from using the Platform.

The Website may be freely accessed by any User for general browsing purposes. However, access to specific features, tools, and Services of the Platform requires prior successful registration and creation of a User account through the applicable authentication procedure. Access is not limited to specific legal type of entities but to natural and all type of legal persons with scientific interest in Artificial Intelligence in the Energy Sector. Access is not permitted to bots, spamming content and any type of illegal activity or purpose, including inter alia prohibited AI practices. Your submitted application through the Platform is subject to approval following a previous non-automated acceptance procedure by the Consortium, the results of which are notified to the User. Consortium has the right to deny a testing or experiment to be conducted in the Platform for reasonable causes that will be justified to the External User (if applicable).

When selecting “Sign up,” new Users are redirected to the authentication page to complete the authentication process. Registration requires the creation of login credentials (username and password). Upon successful registration, Users are redirected back to the Platform and, upon their first login, are required to complete their profile information.

When selecting “Sign in,” existing Users are redirected to the authentication page to authenticate using their credentials. After successful authentication, Users are redirected directly to their Dashboard. If any mandatory profile information is incomplete, Users will be prompted to complete it before proceeding.

Following registration, Users may complete their profile by providing a profile picture, first name, last name, team, job position, date of birth, and a short biography. All profile fields are optional, except for first name and last name. You should provide accurate information and promptly update them if any information changes.

User Categories

Access to the Platform is granted to different categories of Users, each with distinct rights, responsibilities, and permissions:

- (a) **Admins: Platform Administrator’s** personnel responsible for managing, maintaining, and overseeing the technical and administrative operation of the Platform.
 - (b) **Consortium Partners Users:** Personnel of Consortium Partners who access or use the Platform in the context of their roles within the EnergyGuard Project.
 - (c) **External Users:** Third-party participants, including AI developers, researchers, industry representatives and other stakeholders accessing the Platform for experimentation, testing, validation or scenario evaluation of their AI solutions.
- (collectively referred to as the “User” or “Users”)

Each User category may be granted different levels of access, resource allocations, and data permissions, as determined and configured by the Platform. Users may access only those tools, datasets, and functionalities for which the Platform has expressly authorised them.

When registering on behalf of an organisation you may be required to provide additional information, including but not limited to your full name, company name, VAT number, and phone number.

By submitting this information, you represent and warrant that:

- you are legally authorized to operate in the relevant jurisdiction;
- you are the lawful representative of the specific organisation or otherwise duly authorised to act on its behalf;
- you have the authority to legally represent and bind your organisation to these Terms and any related agreements applicable to the Platform;
- you shall use the Platform in accordance with all applicable legislation, to which you are solely responsible to abide by
- by using the Platform, you are not infringing any third person's rights.

The Platform reserves the right to deny, suspend, or revoke access in cases of non-compliance with these Terms, security concerns, operational requirements, or misuse of the Platform.

Team Management and Access to Resources:

The Platform allows Users to create or join a Team for collaborative purposes. A Team enables its members to share access to projects, experiments, and related resources available to that Team. Each Team is managed by one or more Team Administrators, who are responsible for inviting members, assigning roles, and managing Team settings.

If a Team is created, the User who creates it becomes the Team Administrator and may invite other Users to join.

Team Administrators are solely responsible for managing team membership, assigning roles, granting or revoking access rights, and ensuring that any User-Generated Content, datasets, models, or other assets shared within the Team environment are lawfully shared and that the Team members are duly authorised to access and use them.

The Platform's Administrator shall not be liable for any disputes, misuse of content, unauthorised internal sharing, deletion of experiments, or data loss resulting from actions performed by a Team member acting within the scope of their assigned access rights.

5 User Conduct, Access Rules and Restrictions

Users must comply with all technical, security, and operational requirements set by the Platform for accessing and using their accounts. By using the Platform, Users agree to adhere to the following rules of conduct. Users shall:

- keep their account credentials confidential and refrain from sharing them with any third party or enable the use or access to the Platform by any other third-party contrary to the present Terms and Conditions;
- ensure that access to their account is used solely by them and for purposes permitted under these Terms;
- promptly notify the Platform’s Administrator of any suspected unauthorised access or security breach or of any suspected unauthorised use of their account;
- not act in any manner that could disrupt, impair, or interfere with the normal functioning, security, or integrity of the Platform, its infrastructure, its Users, or the Project;
- not overload, manipulate, or interfere with computational resources, testing environments, workflows, or server components;
- not attempt to circumvent, disable, or compromise authentication, authorisation, or any other security or access-control mechanisms;
- not use any tool or method to extract Platform’s datasets, content and User Generated Content and/or take advantage/exploit Platform’s services contrary to what is permitted to the present Terms and Conditions
- have previously taken all necessary consents, approvals permission or licences necessary for the use of the Platform and its Services
- not upload, submit, or process through the Platform any “User-Generated Content” that:
 - is illegal, unlawful, harmful, fraudulent, or related, directly or indirectly, to illegal activities or could be considered a criminal offence or give rise to civil liability;
 - contains malicious code, malware, spyware, ransomware, or any harmful technical artefacts;
 - infringes intellectual property rights, trade secrets, confidentiality obligations, or privacy rights of third parties;
 - is false, misleading, offensive, defamatory, insulting, or otherwise inappropriate;
 - violates any applicable law, regulation, EU rule, or compliance requirement;
- ensure that all User-Generated Content is lawful, safe, error-free, interoperable and technically appropriate for the Platform’s tools and systems;
- conduct themselves respectfully and professionally when interacting with other Users or support personnel;
- refrain from harassing, harming, or otherwise negatively affecting other Users or the Platform’s operations.
- not use the Platform for unlawful, unethical, or non-Project-related purposes;
- not access, or attempting to access, datasets, components, features, or environments for which they have not been expressly authorised by the Platform or other Platform’s User;
- not commercially exploit or resell any part of the Platform, its datasets or its outputs;
- not distribute unlawful material or use the Platform to disseminate prohibited or harmful content;
- not take any action that damages or could damage the Platform’s reputation or that of the Consortium, its partners, or the Project;
- be solely liable for any actions conducted through their account in the Platform

Any breach of the above provisions may lead to suspension, restriction, or termination of access, and, where relevant, may result in legal action.

6 Termination of Access to the Platform

The Platform's Administrator, in cooperation with the Project's Partners, has the right, within its complete discretion, to take any of the available measures described below including but not limited to suspend or terminate a User's access to the Platform, or any associated content or services, in whole or in part, even if access to the website is still provided to other Users, where:

- the User breaches these Terms or any other applicable policies or legal documentation governing the Platform and the use of the Platform's Services;
- the User engages in unlawful, fraudulent, harmful, or otherwise prohibited behaviour including but not limited to violating section 5 of the present Terms;
- such action is necessary to safeguard the security, integrity, or proper functioning of the Platform; or
- such action is required by law, regulatory obligation, or operational necessity.

Depending on the severity and nature of the breach, the Platform's Administrator, in cooperation with the Project's Partners, may impose one or more of the following measures:

- issuance of a formal warning to the User;
- removal or deletion of User-Generated Content;
- temporary or permanent restriction of access to specific Platform functionalities;
- temporary or permanent suspension of the User's access to the Platform;
- deletion of the User's account.

The Platform's Administrator, in cooperation with the Project's Partners, also has the right, within its complete discretion, to terminate or suspend the User's right to access or use this Platform, its contents and/or the rest of the information contained within it, at any time and for any reason, if the provided Platform Services are discontinued for all Users.

Any access to the Platform, and its content and Services after the abovementioned termination or suspension constitutes an illegal act and a breach of these Terms.

To the maximum extent permitted by law, the Platform's Administrator or the other Project's Partners shall bear no liability towards the User or any third party arising from the suspension or termination of access under this Section.

Upon suspension or deletion of a User's account, any access previously granted to services, tools, or resources through the Platform shall automatically cease. In such cases, any licence granted to the User to use such Platform services, tools, or resources is terminated without penalty.

7 Protection of your Personal Data

We respect your privacy and the applicable data protection legislation. The Platform's Data Protection Notice/Privacy Policy provides you with all the relevant information about the processing of your personal data which are collected or provided by you during your use of the Platform. You may access the contents of our Platform's Data Protection Notice/Privacy Policy by clicking on the following link: <https://dashboard.energy-guard.eu/static/assets/docs/privacy-policy.pdf>

8 Platform Intellectual Property (“IP”)

All content made available through the Platform, including, without limitation, texts, documentation, graphics, logos, trademarks, trade names, distinctive signs, images, diagrams, branding elements, interface designs, design components, datasets, databases, workflows, software, source code, questionnaires and any other materials, is protected under applicable national, EU, and international intellectual property legislation. The same applies to AI models and systems used for the operation of the Platform.

Such intellectual property rights are owned either by the Platform’s Administrator, by the respective Consortium Partner, or by third-party right holders.

Nothing in these Terms shall be construed as transferring ownership of any such IP to Users. Use of such materials is strictly limited to the purposes necessary for the proper functioning and use of the Platform. Users are granted with a license to use the Platform IP, under the conditions provided in section 16 of the present Terms, titled “License for Platform Users” and do not acquire any right in the Platform, the systems used or the datasets that are able to access through the Platform (others than those uploaded by them according to their licence).

Except where expressly permitted under applicable law or provided in these Terms, any reproduction, copying, modification, publication, distribution, transmission, storage, adaptation, translation, sale, or other exploitation, whether in whole or in part, of Platform content is strictly prohibited without the prior written authorization of the Platform’s Administrator, the respective Consortium Partner, or the relevant third-party right holder.

Users may, exceptionally, save or copy specific content for strictly personal, non-commercial use, provided that such use does not infringe intellectual property rights or circumvent any technical or contractual restrictions. The use of Platform’s testing and validation results/outputs/scores/assessment is permitted strictly for personal, non-commercial use that falls within the scope of the Platform’s purpose and does not infringe Consortium’s intellectual property rights that remains the owner of those rights. Users that wish to copy content of the Platform to other websites, must receive the Platform’s Administrator’s authorization to do so and must clearly mention this Platform and the Project as the source of the content.

The granting of any such permission does not constitute a transfer or assignment of intellectual property rights to the User.

9 User- Generated Content and results produced by the Platform

All intellectual property rights in User-Generated Content are retained by the User who created or lawfully controls such content, or by the third-party right holder who has licensed the User to use such Content according to the relevant license.

By uploading, submitting, or processing User-Generated Content through the Platform, the User grants the Platform's Administrator and the Project's Consortium Partners, a non-exclusive, royalty-free, worldwide, revocable licence to store, process, reproduce, display, and otherwise use such content solely for the purposes of operating, maintaining, securing, and improving the Platform and its Services, including activities related to experimentation, testing, validation, and scenario evaluation of the External Users' AI solutions, and of producing the EnergyGuard Project's results and deliverables. User may enable the use of User-Generated Content by other Users according to its license and permitted use.

The User represents and warrants that he/she possesses all necessary rights, licences, consents, and permissions (including those required under intellectual property and data protection laws) required to upload/generate/share such content and to grant the above licence. Each User is solely liable to ensure that the use of the uploaded User Generated Content by other Users within the Platform complies with its license.

Stakeholders of the energy community (e.g scientific research community, policy makers etc) can benefit from the operation of the Platform and scientific results produced. Outputs and results can be used for research purposes and dissemination activities that include publications, dissemination of information and events. The External-User acknowledges and hereby authorizes such use of the Platform results.

Where Users upload datasets or other content (subject to review prior to publication or approval), EnergyGuard does not examine it for its legitimacy or suitability other than solely for operational, technical and security purposes at its discretion and indicatively using structural integrity, data quality and metadata and FAIR criteria. Approval of a dataset or content does not constitute validation, verification, certification, or confirmation of its legality, accuracy, completeness, or compliance with any regulatory framework.

10 Limitation of Liability Regarding User- Generated Content

The User of the Platform fully understands that he/she is responsible for adhering to any obligations included in the present Terms in relation to their User-Generated Content, pledge to follow and comply with such obligations accurately, and declare that he/she is solely responsible for any User-Generated Content inserted or uploaded on the Platform.

The Platform's Administrator or the other Project's Partners are not the source of any User-Generated Content and bears no responsibility or liability for such content, including its accuracy, legality, veracity, suitability, representativeness, lack of bias or quality. The Platform's Administrator or the other Project's Partners is not responsible for any content uploaded, submitted, or otherwise provided by Users or third parties through the Services, nor does it guarantee, endorse, or validate any User-Generated Content in any manner. The User acknowledges the above and herein declares that he/she makes use of any use of User- Generated Content on its own risk and responsibility.

The Platform's Administrator or the other Project's Partners reserve the right to alter or remove any User-Generated Content, or suspend or terminate User accounts at its sole discretion if such User-Generated Content, is found to be in any way unlawful or are in breach of the present Terms.

The Platform's Administrator and/or any affected Project Consortium Partner also reserve the right to take legal action against Users of the Platform if it discovers any violations of any law or contract.

To protect the Platform and its Users from potentially illegal User-Generated Content on the Website, the Platform's Administrator has put in place a "Notice and Takedown" procedure which facilitates the reporting of potentially illegal content, the review of such content, and the ability for the Platform's Administrator to take measures against such content. For more information on this, please read the following section of these Terms.

11 Notice and Takedown Procedure

The users may notify the Platform's Administrator in case they believe any content on the Platform contains illegal or otherwise unlawful material or violates our Terms. The notification/report must be made in writing by sending an email to the email address: complaints@energy-guard.eu, containing the following information:

- a. An explanation of why the content in question is allegedly illegal or breaches these Terms.
- b. Clear indication of the location of the content in the Platform (e.g. via screenshot and/or Link/URL)
- c. Name, surname and email address of the person or entity submitting the notice/report.
- d. A statement confirming the good faith belief of the person that submits the notice that the information and allegations contained therein are accurate and complete.

After we receive the notification, we will send confirmation of receipt of your report and, if necessary, ask you for a supplemental details.

After carefully examining the complaint, in case the reported user's content is indeed considered illegal or incompatible with the Terms of the Platform, the following restrictions may be imposed by us, on a case-by-case basis and under our discretion:

- a. removal of content, disabling access to content, or demoting content;
- b. suspension or termination of the provision of the service as a whole or in part to the user who uploaded the content;
- c. suspension or termination of the User's account (ban).

The User understands that when one of the abovementioned measures is imposed upon you due to your use of illegal content or content breaching the present Terms, you may immediately lose access to any active Platform Services you have been granted access to up to that point in time. In such a case, you shall not be able to be compensated for your loss of access to such Services.

The decision to impose the abovementioned measures shall be accompanied by our reasoning on why the content is illegal or in violation of these Terms and why the measures must be imposed. This decision shall be made available to the User/s affected by the decision.

If the User responsible for the content deemed illegal or incompatible with the Terms of the Platform, disagrees with the Platform's decision, he may appeal the Platform's actions within fifteen (15) days of being notified about it. The appeal has to be communicated to the Platform's Administrator, using the same email address provided above (complaints@energy-guard.eu). A receipt of receiving the appeal will be sent to the affected user/s. The affected user/s shall receive our final decision on the appeal, in writing, within thirty (30) days of the abovementioned confirmation email.

12 Connections to other sites

The Platform may include connections to third party websites or content (**'Connected Locations'**).

These Connected Locations are provided to you exclusively for your own convenience and they do not constitute locations/websites the content of which is approved or controlled by us. We do not provide any promise or guarantee related to the accuracy, quality or the effectiveness of any content, software, service, or app located in any of the Connected Locations.

The Platform's Administrator is not responsible for the availability of the Connected Locations and the content and activities of the connected services. If a User chooses to enter a Connected Location, the risk and responsibility of that choice lies exclusively with the User.

Additionally, the use of Connected Locations is subject to the respective applicable policies and terms and conditions, including the privacy policies, of the Connected Locations. As such, we recommend that the User gets informed about the applicable terms and policies of the Connected Locations before he uses them or browses in them.

13 Technical availability, measures and general limitation of liability

We take extensive measures to ensure that, in principle, our Platform is permanently accessible to its Users. However, we cannot be held responsible for the technical unavailability of the Platform and its Services for any reason, including due to force majeure, performance of maintenance, performance of updates, modification of the Website, intervention by the host, internal or external strike, network failures, DDOS and other hacking attacks, or even a power cut.

The Platform's Administrator and the Project's Consortium Partners may in no way be held responsible for any damage that may occur on the User's computer system and/or for the loss of data resulting from the use of the Platform by the User.

The Platform's Services are provided to you "as is". We take all precaution and make all efforts to ensure that all information, datasets and outputs contained in and/or produced by the Platform are accurate, clear, suitable and available. However, we cannot be held liable under no circumstances, including cases of slight negligence, for any damage inferred by the Users exclusively due to their use of the Platform, datasets and outputs available therein or produced by the Platform, any data loss caused by a User, any errors in User-Generated code or models, any third-party system failures, any inaccuracy in forecast/results/outputs or any discrepancy of the results in comparison to actual deployment of the AI system/application when operating in real word conditions and any use of information/datasets/results/outputs/guidance that may result from using the Platform. EnergyGuard Consortium and its Partners do no guarantee that your AI application complies with applicable regulation, benchmarks, frameworks, standards etc. Also, it is explicitly stated that any advice, guidance, check, output, analysis and assessment resulting from the Compliance evaluation function or the Platform's usage in general, does not in any way constitute legal advice and should not be considered as such by the Users. The same is applicable for all other tests, assessments, analyses, tests, results, outputs etc taking place through the Platform.

Certain trustworthiness assessments may be executed through automated tools and algorithms. Users acknowledge that automated assessments may contain inaccuracies, false positives, incomplete findings, or limitations inherent to algorithmic evaluation systems. The Platform does not guarantee the completeness, accuracy or correctness of such outputs.

To the extent permitted by applicable law, the Platform's Administrator and the rest of the Consortium partners make no representation or warranties, express or implied, regarding the provided services, the datasets and the outputs produced including without limitation any warranties of merchantability, fitness for a particular purpose or use case, accuracy, reliability, suitability for the External-User's specific requirements and use case and warranties of uninterrupted access or use, quality or accuracy of the Platform and its Services, the datasets and the outputs produced. To the extent permitted by applicable law, the Platform's Administrator and the rest of the Consortium partners make no representation or warranties that the datasets and digital content available for the training, validation and testing of the AI systems are relevant, consistent, representative continuously updated and error and bias free.

14 Indemnification of User's Liabilities

All Users of Platform are obligated to comply with all applicable legal provisions, especially taking into consideration the legal frameworks governing telecommunications and the use of this Platform and the internet in general as well as Legislation in relation to Artificial Intelligence.

The User will be liable for any kind of damage sustained by the Platform, its Administrator, or any of the Project's Consortium Partners or other User due to the User's own illegal and inappropriate actions or any actions which may constitute a breach of contract or applicable law during his/her browsing and/or use of the Platform. Users are solely responsible for any use, reliance upon, submission, or disclosure of assessment results, benchmark outputs, downloadable reports, or exported data generated through the Platform, including any submission to regulatory authorities, certification bodies, investors, or third parties.

Furthermore, Platform enables the External-User to choose public visibility of its uploaded dataset within the EnergyGuard Platform. If the User chooses its uploaded dataset to be publicly available, he/she takes the full liability for any use of the data resulting from the public availability through the Platform and the User hereby declares that it acknowledges and is aware that the EnergyGuard Consortium is not responsible for any use of its dataset or damage caused by other Platform Users. In case of infringement the External - User should address only to third parties making use of the dataset.

You agree to indemnify, defend, and hold harmless the Platform's Administrator and the rest of the Project's Consortium Partners, their affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Services, datasets and outputs and the Platform in general; (b) your breach of these Terms ; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any User-Generated Content you upload to, or otherwise make available through, the Services; (f) your wilful misconduct; (g) any use of User Generated Content by you within the Platform and (h) any other party's access to or use of the Services using your account and password. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in that case, you agree to co-operate with our defence of that claim.

15 Applicable Law, Jurisdiction and Dispute Resolution

The parties agree that these Terms and Conditions are governed by Greek law.

EnergyGuard may assign or transfer its rights and obligations to any entity or person to whom it may transfer its business wholly or partially.

Any disputes will be resolved through good-faith negotiations. If unresolved, any dispute between the parties, arising from these Terms and Conditions or the use of the Platform in general, should fall within the exclusive jurisdiction of the competent Courts of Athens, Greece.

Failure of any party to enforce any part of these Terms and Conditions does not waive the right to enforce other provisions. If any provision is deemed unenforceable or invalid, the remaining provisions of these Terms shall remain in effect.

16 License for subscribers and paid service users

The Intellectual Property rights for the digital content and digital/data services and software provided through our Platform belong to the Platform's Administrator, or the respective Consortium Partner or to collaborating organizations or other Users who have granted them exploitation licenses for this content and/or software.

The digital content available through the Platform's Services is granted to you under this non-exclusive, restricted, license for the use of the intellectual property rights contained therein, granted only if you have registered to the relevant service of our Platform.

This license permits you to use the digital content and services exclusively within the ecosystem of our Platform. Any other use, reproduction, or modification of the digital content and services is expressly prohibited.

You are not authorized to share, transfer, or transmit this license or the digital content associated with it to any third party.

The duration of this license corresponds to the period for which you have obtained access to the respective digital content or service.

If your account access is revoked, as stipulated in section of these Terms and Conditions, this license will be automatically terminated on the date and time your access is restricted.

The Platform's Administrator, or the rest Project's Consortium Partners reserve the right to seek compensation for any damages resulting from a violation of your obligations under this license.

17 Contact and Support

For support, notices, requests or complaints, Users may contact the Platform Operator through the official ticketing system or designated email channels indicated in the User Dashboard.

Publication and effective date of these Terms and Conditions of Use: 29-5-2026