

# Terms and Conditions

*Last updated on: 27.03.2018*

These terms and conditions shall apply to your use of the Sustainable Energy Marketplace, located at <http://marketplace.irena.org/>. This website and related materials are referred to herein as “the Sustainable Energy Marketplace”.

By accessing and/or using the Sustainable Energy Marketplace, you agree to the terms and conditions below. Access and/or use of this website on behalf of a legal entity grants it the condition of “User” and involves the full acceptance on behalf of that User of these terms and conditions.

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

## **1. Acceptable Use**

- 1.1 The Sustainable Energy Marketplace is a virtual marketplace aiming at supporting the initiation, development and financing of renewable energy projects by bringing, inter alia, project owners, financiers, service providers and technology providers together, and making renewable energy projects, financing instruments, and services and technologies more identifiable and accessible.
- 1.2 You agree that your access and/or use of the Sustainable Energy Marketplace will be in compliance with the present terms and conditions and that you shall not (nor attempt to):
  - i. take any action that causes, or may cause, damage to, or impairment of the performance, availability, accessibility, or security of the Sustainable Energy Marketplace or that causes unreasonable inconvenience or offence or disruption to IRENA staff or other Users;
  - ii. use the Sustainable Energy Marketplace in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - iii. upload or otherwise transmit any harmful material, through the Sustainable Energy Marketplace, including but not limited to any information or software containing a virus, Trojan horse, worm, keystroke logger, rootkit or other damaging or destructive component, or link to such harmful material;
  - iv. access or otherwise interact with the Sustainable Energy Marketplace using any robot, spider or other automated means;
  - v. reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software, source code, or other code or scripts forming part of the Sustainable Energy Marketplace;
  - vi. change, modify, delete, interfere with or misuse information contained on the Sustainable Energy Marketplace and/or attempt to disaggregate any data or statistics generated through the Sustainable Energy Marketplace;

- vii. upload, store or otherwise transmit any inappropriate content through the Sustainable Energy Marketplace, including but not limited to content unrelated to renewable energy, spam or undertake (or attempt to undertake) any fraudulent activities.
- 1.3 You agree not to evade bans or suspensions or otherwise disregard directions from the moderators or administrators of the Sustainable Energy Marketplace.
  - 1.4 IRENA reserves the right, at its sole discretion and with or without prior notice, to: deny access to the Sustainable Energy Marketplace or any portion thereof, including but not limited to its internal messaging system (hereinafter “IMS”); move or remove any content, in whole or in part, that it, in its sole discretion, decides is unacceptable, undesirable or in violation of these terms and conditions; or restrict access to and/or delete the account of any User who abuses the Sustainable Energy Marketplace or breaches or is believed to be likely to breach these terms and conditions or otherwise engages in any type of activity or purpose deemed by IRENA to be unlawful, improper or inappropriate.
  - 1.5 For site security purposes, including to identify unauthorised access to the Sustainable Energy Marketplace or any use thereof in breach of these terms and conditions, IRENA reserves the right, through the use of software programmes or otherwise, to monitor, intercept and disclose any transmissions using the Sustainable Energy Marketplace, and to provide User information relating to suspected unlawful, improper or inappropriate conduct to appropriate authorities.

## **2. Users’ Accounts**

- 2.1 Users may access certain limited information and functionalities of the Sustainable Energy Marketplace upon registration and creation of an account. Only the following categories of Users may register and create an account: project owners; financiers; governments; service providers; and technology providers. At the time of creating an account, Users will be requested to create a username and password which they will use to manage their account.
- 2.2 Following the initial creation of an account by a User, Users will be required to provide additional information in order to receive access to all of the information and functionalities of the Sustainable Energy Marketplace, including but not limited to the IMS. Determination of the requirements that need to be met for a User to receive full access to the Sustainable Energy Marketplace as well as any decision that the information provided by a User is sufficient for the User to receive such access shall be at the sole discretion of IRENA. Users that receive such access shall be referred to herein as “Fully Registered Users”.
- 2.3 Without limitation to the Privacy Policy set forth below, personal information that Fully Registered Users submit in the course of seeking full access to the Sustainable Energy Marketplace, including their name, the name of the company that they represent, the services provided by the company, and the countries of operation of the company, will be visible to all other Fully Registered Users.
- 2.4 Users may request to modify the information provided under their profile through sending an email to [marketplace.administrator@irena.org](mailto:marketplace.administrator@irena.org), with the approval of any such modification to be at the sole discretion of IRENA.
- 2.5 Users registering on behalf of a legal entity warrant and acknowledge that they have the authority to bind that entity to these terms and conditions and to represent it on the Sustainable Energy Marketplace. A legal entity shall not be represented on the Sustainable Energy Marketplace by more than one User.

2.6 By creating an account, Users:

- i. shall ensure that the information provided as part of such registration and available under their account profile is and remains truthful and accurate. In case of any change in such information, Users shall update the information registered in their account in a timely manner through the process set out in paragraph 2.4 above;
- ii. are responsible for maintaining the confidentiality of their username and password, shall not disclose such username and password to anyone for any unauthorised use, and agree to promptly notify IRENA if they become aware of any unauthorised use of their account;
- iii. understand that, while IRENA takes reasonable steps to safeguard the security of any information registered and content posted or uploaded by Users on the Sustainable Energy Marketplace, IRENA makes no warranty regarding the security of the functionalities on this website;
- iv. understand that any use of their account with their username and/or password is deemed made by them and agree that they are solely responsible for any content registered in their account or uploaded and stored on the Sustainable Energy Marketplace, for any use thereof, and for the security of their computer system;
- v. understand that any information provided as part of such registration or that is otherwise collected about them through their use of the Sustainable Energy Marketplace is subject to the Privacy Policy set forth below;
- vi. accept that the content they may upload on the Sustainable Energy Marketplace and that they agree to make visible to other Users can be accessed and used by other Users, including to be contacted by other Users.

2.7 Users must not use any other User's account to access the Sustainable Energy Marketplace except with that User's express permission to do so.

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

2.9 Users may deregister from the Sustainable Energy Marketplace and cancel their account at any time, in their sole discretion, through sending an email to [marketplace.administrator@irena.org](mailto:marketplace.administrator@irena.org). When doing so, Users will be requested to give a brief explanation of the reason for such cancellation of account. Upon completion of the deregistration process, the User's account will be deleted, however IRENA may retain information provided by the User on its own internal databases which shall not be accessible by other Users. If a deregistering User would like such information to be removed from IRENA's internal databases, the deregistering User should request this through sending an email to [marketplace.administrator@irena.org](mailto:marketplace.administrator@irena.org).

### **3. Intellectual property rights**

3.1 Except for the content uploaded by the Users on the Sustainable Energy Marketplace or unless otherwise stated, the copyright and other proprietary rights in the Sustainable Energy Marketplace are owned by IRENA. Subject to paragraphs 3.2 and 3.3 below as well as any limitation imposed on those

Users that are not Fully Registered Users, Users may freely access, use, copy, share, download, reproduce, print and/or view the Sustainable Energy Marketplace content, provided that any such content is clearly attributed to IRENA and bears a notation that it is subject to copyright by IRENA. No further use of the Sustainable Energy Marketplace content shall be made without IRENA's express permission.

- 3.2 Unless otherwise specified, any content uploaded by a User on the Sustainable Energy Marketplace is subject to relevant proprietary rights owned by that User. Users may freely access and use content uploaded and made visible by other Users, subject to any limitations imposed on those Users that are not Fully Registered Users. No other use of content uploaded by the Users shall be made without obtaining the permission of the User who uploaded it.
- 3.3 Content on the Sustainable Energy Marketplace attributed to third parties, other than Users, may be subject to third-party copyright and separate terms and conditions and restrictions. No use of such content shall be made unless in accordance with the terms and conditions, or after obtaining the permission, of the relevant third party. In particular, the use of Google Maps is subject to terms and conditions available at: [https://www.google.com/intl/en-US\\_US/help/terms\\_maps.html](https://www.google.com/intl/en-US_US/help/terms_maps.html).
- 3.4 Subject to compliance with these terms and conditions, you may include in your website hyperlinks to the Sustainable Energy Marketplace without having to seek specific permission provided that:
  - i. your website does not contain any inappropriate or unlawful content;
  - ii. hyperlinks to the Sustainable Energy Marketplace are not used for the promotion of any organisation, company, individual or other entity or any project, product or service; and
  - iii. hyperlinks to the Sustainable Energy Marketplace are not used in a way to imply or suggest an unintended association or partnership with IRENA, and does not infringe any of IRENA's or Users' rights, including their intellectual property rights.
- 3.5 Unless expressly authorised in writing by IRENA, you shall not, in any manner whatsoever, use the name, emblem or official seal of IRENA, or any abbreviation thereof, in connection with your business or otherwise. If you become aware of any such distribution or commercial use, you agree to notify IRENA immediately at: [marketplace@irena.org](mailto:marketplace@irena.org).

#### **4. Disclaimer**

- 4.1 The content provided on and/or through use of the Sustainable Energy Marketplace, including without limitation project-specific documents and information, financial documents and information, country-specific data, and third party content, is provided on an "as is" and "as available" basis. IRENA, its officials, employees and data providers make no warranty or undertaking, either express or implied, in respect of, inter alia, the availability, accuracy, completeness, reliability, security, and fitness for a particular purpose or use of the content, availability and ownership of the services and technologies listed, the identity of the Users, or regarding the non-infringement of third party rights.
- 4.2 By accessing and/or using the Sustainable Energy Marketplace, you understand that the content available therein shall not replace or be used instead of existing laws, regulations and official guidelines issued by relevant authorities in the respective countries. You are responsible for your own decisions and for properly analysing and verifying any information you intend to rely upon. IRENA disclaims all responsibility and liability for any content posted or uploaded on the Sustainable Energy Marketplace, any offer or service provided by Users, and for any transactions or agreements entered

into by Users through or as a result of the use of the Sustainable Energy Marketplace. IRENA, its officials, employees and data providers, shall not, under any circumstances, be responsible or liable to Users for any kind of loss, damage, liability or expense incurred or suffered (including all loss of profit, loss of use, loss of revenue, loss of contracts, increased costs and expenses and all special, indirect and consequential losses) which is claimed to result from access (or lack of access) to or use of the Sustainable Energy Marketplace or its content, or through links to third-party content, including from any infringement of third party intellectual property or other rights.

- 4.3 IRENA does not warrant that access to the Sustainable Energy Marketplace will be uninterrupted, error-free, or free of viruses or other harmful components. You also understand that there are security, privacy and confidentiality risks inherent in using the Sustainable Energy Marketplace.
- 4.4 IRENA reserves its right to terminate, suspend, change, update or discontinue in any way part or all of the Sustainable Energy Marketplace, including the availability of any features of the website, or to impose limits on certain features and services or restrict your access to parts of the website, at any time without notice or any liability. The content may be out of date and IRENA makes no commitment to update it.
- 4.5 Except where expressly stated, the content provided on the Sustainable Energy Marketplace does not necessarily represent the views of IRENA and/or individual IRENA Members. Such content does not represent any endorsement, preference or recommendation on the part of IRENA in respect of any particular project, financial instrument, or any User (including any project owner, financier, government, or technology or service provider).
- 4.6 The designations employed and the presentation of information made by IRENA on the Sustainable Energy Marketplace do not imply the expression of any opinion on the part of IRENA concerning the legal status of any region, country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries.

## **5. Third party content and websites**

- 5.1 The Sustainable Energy Marketplace incorporates third party content and may establish links to third party websites. Neither IRENA nor any of its officials, employees, or agents shall be liable to any User or anyone else for any inaccuracy, error, omission, deletion, defect, alteration or use of any such content featured on the Sustainable Energy Marketplace, or for its timeliness or completeness.
- 5.2 IRENA is not responsible for the availability of any third party websites or content accessed through the Sustainable Energy Marketplace. IRENA does not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such websites or content. The Sustainable Energy Marketplace and its content do not represent any endorsement, preference or recommendation in respect of any particular project, product or service provider.

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

- 6.1 Users may contact other Users through the Sustainable Energy Marketplace. In particular, Fully Registered Users will have access to an IMS with which they can send a brief message to other Fully Registered Users. The IMS will not permit any response to be sent by the receiving Fully Registered User and thus any message sent shall include the email address of the sending Fully Registered User to enable the receiving Fully Registered User to respond outside of the IMS.

- 6.2 Users understand and agree that such contact established through the Sustainable Energy Marketplace does not constitute a contractual relationship between the Users concerned. Users understand that IRENA does not screen, review or endorse the communications between Users, and IRENA assumes no responsibility therefor.
- 6.3 Any dealings between Users or between Users and third party entities mentioned or referred to on the Sustainable Energy Marketplace are made between the Users or between the Users and the third party entities. Such dealings which are made as a result of the use of the Sustainable Energy Marketplace may be governed by specific contractual arrangements. IRENA makes no warranty for the conclusion of such agreements, and IRENA shall have no responsibility, obligation or liability with respect to any disputes between Users or Users and third party entities, and for any loss, damage, liability or expense incurred as a result of such dealings or arising out of the implementation of these agreements.
- 6.4 For the purpose of evaluating the performance of the Sustainable Energy Marketplace, IRENA kindly requests Users to notify it of any agreement which has been enabled through the use of this website.

## **7. Privacy policy**

- 7.1 By accessing and using the Sustainable Energy Marketplace, you understand that IRENA may collect:
- i. Personal information when you register and create an account on the Sustainable Energy Marketplace;
  - ii. Project or country specific or other information (such as project sizes, types and locations) posted, uploaded and/or stored under your account profile; and/or
  - iii. Non-personally identifiable information that we may get from your access and use of the Sustainable Energy Marketplace, including device-specific information such as your operating system version, log information such as your internet protocol address, location and time information, and any other similar information.
- 7.2 IRENA reserves its right to access and use the above-referred information collected through your use of the Sustainable Energy Marketplace:
- i. to provide, maintain, and improve the website, to detect any breach of these terms and conditions, and to protect the website and IRENA, its officials, employees and licensors or contractors' rights and interests;
  - ii. to understand how the Users use the Sustainable Energy Marketplace and better identify the categories of Users of the Sustainable Energy Marketplace and the services and technologies they use;
  - iii. to communicate with the Users, including to inform them about changes or improvements to the Sustainable Energy Marketplace, to resolve any issue arising in the course of their use of the Sustainable Energy Marketplace, or to offer to facilitate matchmaking between Users; and
  - iv. for statistical purposes.
- 7.3 In any of the above use and subject to paragraph 7.4 below, IRENA will make its best efforts to protect the confidentiality of the Users and of any other sensitive information.

- 7.4 IRENA reserves its right to disclose any of the above information when required by applicable laws and regulations and/or requests under legal process; in case of suspected unlawful, improper or inappropriate conduct for referral to appropriate authorities; to detect, prevent or otherwise address breach of these terms and conditions, or any related security or technical issues; to protect our property or rights; and to safeguard the interests of the Users and/or IRENA Members.
- 7.5 IRENA will ask for your consent before using information collected through your use of the Sustainable Energy Marketplace for a purpose other than those set out in these terms and conditions.
- 7.6 IRENA assumes no responsibility for the privacy policies on any third-party websites.

## **8. Cookies Policy**

- 8.1 A cookie is a small file of letters and numbers that is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive.
- 8.2 The Sustainable Energy Marketplace uses cookies to provide the required functionality of the website by setting configuration data on the User machine through cookies, and provide Users with a good experience browsing and using the website. These cookies are essential in order to enable you to navigate this website and use certain features. These cookies are neither tracking cookies nor cookies that track personal behaviour or usage but are only required to provide the functionality of the web application.
- 8.3 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. We have set out below links to the "Help" pages of some major browsers which explain how you can do this. However, if you use your browser settings to block all cookies (including functionality cookies), you may not be able to access all or parts of our website and use all or parts of the features of the Sustainable Energy Marketplace.
- 8.4 Links to the "Help" pages of major browsers:
- [Internet Explorer](#)
  - [Firefox](#)
  - [Chrome](#)
  - [Opera](#)
  - [Blackberry](#)
  - [Windows Mobile](#)

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

- 9.1 You shall indemnify, defend and hold IRENA harmless from and against any liability, loss, claim, and expense, based upon or in connection with the acts or omissions of Users and, where applicable, Users' employees, agents, contractors and other personnel, relating to their use of the Sustainable Energy Marketplace, including, without limitation, any actual or alleged unauthorised use of the Sustainable Energy Marketplace or other breach of these terms and conditions, or infringement of any patent, copyright, trademark or similar property right.
- 9.2 Any dispute, controversy or claim between the Users and IRENA arising out of or in connection with the use of the Sustainable Energy Marketplace, which cannot be amicably settled, shall be submitted to arbitration in accordance with the United Nations Commission on International Trade Law

(UNCITRAL) arbitration rules as at present in force. There shall be a sole arbitrator. The language to be used during the arbitral proceedings shall be English.

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

## **10. Modification of the Terms and Conditions**

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

## **11. IRENA Information**

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