

**Terms of Use for Electronic Communications over the Virtual Post Office (VPS)
of the German Emissions Trading Authority (DEHSt) in the Federal
Environment Agency (UBA)
Version 3.4.1**

1 Terms of Use

(1) This program is protected by copyright (copyright: Governikus GmbH & Co. KG). Only persons and organizations that participate in emissions trading activities within the scope of the Greenhouse Gas Emission Trading Act (TEHG) are authorized to communicate via the Virtual Post Office (VPS) of the German Emissions Trading Authority (DEHSt). In particular, this includes operators as defined in the TEHG, by the state aid-policy for electricity price compensation, verifiers, state agencies, legal representatives, and the German Emissions Trading Authority as the operator of the VPS. These parties may establish post-office boxes only in accordance with their own roles as operators, as verifiers (expert witnesses and certified public accountants), as legal representatives or as state agencies. These users are granted the basic right of use to execute the software with the purpose to communicate electronically (in a legally secure and encrypted way). Exchanging messages over the VPS of the DEHSt, which do not relate to the business processes derived from the enforcement tasks of the DEHSt, is not permitted.

(2) Online access will be granted only after clearance is given by the DEHSt once the user supplies adequate proof of identification.

(3) For Log-in, a 2-Factor-Authentication is required.

(4) When users utilize electronic certificates (e.g. signature cards) they are obligated to comply with the respective terms of use of their certificate authorities.

(5) The user is responsible for the security of his or her access data, sending protocol and the VPS-messages he or she sends, and for the retrieval and safeguarding of delivered VPS-messages. If the user loses his or her access data, access cannot be reactivated and the user bears the responsibility for not being able to retrieve delivered VPS-messages.

(6) DEHSt electronic administrative acts are deemed to have been announced on the third day after being dispatched according to Section 41(2) VwVfG.

(7) The users are obliged to regularly check their mailbox for incoming messages. The automated email notification of incoming messages in the VPS server, which is part of the mailbox, is an additional service and does not replace you checking your VPS mailbox regularly.

(8) If the user does not retrieve delivered messages from the VPS of the DEHSt within six months, these messages will be removed from the system.

2 Availability

(1) The UBA provides no warranty that the user will have online access to the VPS at any given time. In particular, the UBA assumes no warranty in cases of malfunctions, interruptions or any failure of the VPS. The UBA will nevertheless strive to ensure 99.5% availability. The UBA shall make efforts to limit maintenance work on the system to the least possible amount of time and to announce this in advance.

3 Deletion of post office box

(1) Post office boxes that are suspended in the directory service of the VPS (registration server) are deleted by DEHSt after a six month period.

(2) DEHSt will delete the post office box, if the address encryption certificate of the post office box is not renewed within two years after its expiration.

4 Liability Disclaimer

(1) The Federal Environment Agency (UBA) and its civil servants are not liable for damages (e.g., direct or indirect damages, losses or costs, lost profits, damages based on an interruption in operations, damages due to losses of programs or data in the information system of the user, etc.), which come about through use of the post office box application, except if it is verifiable that the UBA or its civil servants have acted intentionally or with gross negligence. The liability disclaimer is not valid, insofar as it concerns damages based on injury to life, body or health or insofar as the provisions of Sect. 839 of the German Civil Code in connection with Article 34 of the Federal Constitution apply.

(2) If the user, in addition to the UBA, contributed to bringing about damages through his or her improper behaviour, then the extent to which the UBA and the user shall bear liability for these damages will be determined based on principles of joint liability.

(3) The UBA is not liable for damages, which come about due to the user's faulty operation of the post office box application with respect to any potential operating instruction in the User's Manual. The UBA recommends that the User's Manual be read before starting use and that the instructions in the User's Manual be observed during use.

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5 Misuse of Contact data

The user may not send information having no relation to the business processes of DEHSt to locations indicated by contact data, which are published in the address book of the post office box application, like post and email addresses, and telephone and fax numbers.

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§ 6 Rechte zur Verwendung des Lizenztextes

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Abschnitt 3: Nutzerpflichten

§ 7 Pflichten bei der Verwertung des unveränderten Quelltextes

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Abschnitt 4: Abweichungen von den Lizenzbestimmungen und Erlöschen der Rechte

§ 11 Sondervereinbarungen

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Abschnitt 4: Haftung und Gewährleistung

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Abschnitt 5: Sonstige Klauseln

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Version 1.0

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