

Terms and Conditions of the Gas Inside Information Platform (GIIP)

I. Definitions

Agency for Cooperation of Energy Regulators, ACER - an EU agency established under Regulation (EC) No 2019/942 of the European Parliament and of the Council.

Administrator – a person acting under the authority of the Operator, responsible for the technical operation of the Platform, including granting rights to Users.

CEREMP - Central European Register of Market Participants.

Form – a form used to enter the content of a Message to be published on the Platform, included in the User Account and available after logging in.

Inside Information – information which is subject to publication under Article 4(1) of the REMIT Regulation.

Client – a Market Participant with whom the Agreement has been concluded.

Message, Urgent Market Message – Inside Information published on the Platform.

Account – a personalised website for each User for the purposes of the publication and update of Messages.

Recipient – any person who enters the Platform website and can read the contents of Messages.

Operator - Gas Transmission System Operator GAZ-SYSTEM S.A.

Platform, GIIP – Gas Inside Information Platform run by the Operator for the publication of Urgent Market Messages.

REMIT – Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.

RSS - web-based information exchange format.

Market Participant – participant of the wholesale energy market in accordance with the definition of Article 2 of REMIT.

Agreement – an agreement for the Message publication service provision on the Platform.

Service – Message publication service on the Platform.

Webservice – the service for publication of Messages on the Platform, involving automatic import of the data from the Client's IT systems. Detailed technical requirements and description of the service shall be provided by the Operator at the Client's request.

User - the Client's representative designated in the Agreement, authorised to publish Messages on behalf of the Client, to whom individual login and password have been assigned by the Platform Administrator.

II. About the Platform

1. The Platform is a publicly available website for wholesale energy market participants, dedicated to the publication of Urgent Market Messages, in accordance with REMIT requirements.
2. The Operator of GIIP is Gas Transmission System Operator GAZ-SYSTEM S.A. with the registered office in Warsaw, at ul. Mszczonowska 4.

III. Services

1. The Operator shall provide the service of Urgent Market Messages publication in accordance with the provisions of the REMIT and Polish legislation.
2. The service shall be provided on a continuous basis, except for the time required by the Operator for maintenance works.

IV. Registration

1. Any Market Participant obligate to publish inside information in accordance with Article 4(1) of REMIT may become a Client of the Platform.
2. In order to use the Urgent Market Messages services on GIIP, the Client shall conclude the Agreement which is available on the Platform website.
3. Once the Agreement has been signed, the Operator forwards to the Users the password and login for access to the Account via e-mail or SMS text message, to the addresses and contact phone numbers of the Users designated under the Agreement.
4. Access to the Account shall be provided only to the persons designated by the Client under the Agreement.

V. User Account Operation

1. The User posts a Message using the Form by logging into the User Account or via the Webservice.
2. The login and password for access to the Account must not be shared with other persons.
3. Once the login details (login and password) are transferred to the User, the User shall be responsible for any data entered into the Form using the User Account or by means of the Webservice and published on behalf of the Client on the Platform in the form of a Message.
4. The Administrator may block the User's Account in the event of:
 - a) detection by the User of unauthorised access to the User's login and password,
 - b) loss of the login or password by the User, or
 - c) violation of the provisions of these Terms and Conditions or the Agreement by the User.
5. In the event of detecting the cases referred to in 4(a) and 4(b) above, the User shall be obliged to immediately inform the Platform Operator thereof and in the manner specified in the Agreement.
6. The Forms and the Web service mechanism for the publication of Messages are developed by the Operator in accordance with the ACER guidelines and posted on the User's Account.

VI. Liability

1. The sole responsibility for the content of Urgent Market Messages shall rest with the Client on whose behalf the Message was published.
2. The Operator shall not be liable for the decisions and consequences of decisions made by the Recipient based on the content of Messages posted on the Platform.
3. Any objections to the content of Messages posted on the Platform should be addressed to the Client on whose behalf the Message was published.
4. The Operator of the Platform may delete a Message if its content violates the provisions of Polish law and international agreements ratified by Poland. The Operator shall immediately inform the Client of the deletion of the Message, in the manner specified in the Agreement.

5. In order to ensure transparency and equal access to information for all Recipients, the content of Messages shall be published on the Platform immediately after they are submitted for publication by the User using the Form or the Webservice.
6. The Operator declares that the content of the Message submitted for publication by the User by means of the Form or the Webservice will not be used to make business decisions by the Platform Operator prior to its publication on the Platform.

VII. Fees

1. The Message publication service is paid in accordance with the price list constituting Appendix No. 1 to these Terms and Conditions.
2. The Operator does not charge the Recipients for access to the Platform.

VIII. Platform maintenance and unavailability

1. The Operator reserves the right to perform maintenance works on the Platform which may result in a temporary limitation of its functionality.
2. In the event of Platform maintenance works or its unavailability, the Operator shall immediately notify the Platform Users thereof.
3. In the event of Platform maintenance works or its unavailability preventing the publication of a Message on the Platform, the Client is obliged to publish the contents of the Message by other means.
4. The Message published by the Client by other means shall be published by the User on the Platform within 48 hours of the end of the maintenance work/unavailability of the Platform/unblocking of the Account which prevented the publication of the Message. In the "remarks" box the User shall provide the address of alternative website used for the publication of the content of the Message.

IX. Final provisions

1. Every User is obliged to acknowledge these Terms and Conditions of the Platform.
2. The Platform logo and name are proprietary. Operator Gazociągów Przesyłowych GAZ- SYSTEM S.A. with the registered office in Warsaw, ul. Mszczonowska 4, 02-337 Warsaw declares that it holds exclusive rights to the Platform trademark.
3. The Operator reserves the right to amend these Terms and Conditions of the Platform, of which it shall inform the Platform Users and Recipients on the Platform website.
4. The regulations applicable to the Platform operation shall be Polish law and international agreements ratified by Poland.
5. The Platform is operated in English.
6. These Terms and Conditions shall be effective upon publication on the Platform website.