

## **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 for entering the content of the Message to be published on the Platform, included in the User Account and available after logging in.

Inside Information – information reportable 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 – User’s personalised website for publishing and updating the 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.

REMIT FEE – means a fee whose amount and method of payment are specified in Commission Decision (EU) 2025/1771 of 8 September 2025; this fee is payable to the European Union Agency for the Cooperation of Energy Regulators (‘the Agency’) in accordance with Article 32 of Regulation (EU) 2019/942, in respect of the Agency’s performance of the tasks arising from Regulation (EU) No. 1227/2011 (REMIT).

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 provision of Message publication services on the Platform.

Service – Message publication service on the Platform.

Web Service – 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.

## **II. About the Platform**

1. The Platform is a publicly available website for wholesale energy market and natural gas market participants. It is used by the Operator for publishing 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 platform for publishing Urgent Market Messages in accordance with the provisions of the REMIT and Polish law.
2. The service is continuous, except for the period of maintenance works.

## **IV. Registration**

1. Any Market Participant obliged to disclose 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 publication services on GIIP, the Client shall conclude an Agreement. Draft Agreement is available on the Platform website.
3. Once the Agreement has been signed, the Operator forwards via e-mail or SMS text message to the User the password and login for access to the Account. The e-mail address and contact phone number the Users shall provide in the Agreement.
4. Only the persons designated by the Client under the Agreement shall have access to the Account.

## **V. User Account Operation**

1. The User can post a Message using the Form upon logging into the User Account or via the Web Service.
2. The login and password for access to the Account must not be shared with other persons.
3. The User shall be responsible for any data entered into the Form using the User Account or by means of the Web Service and published on the Platform in the form of a Message. The User shall be responsible for credentials (login and password) following the receipt thereof.
4. The Administrator may block the Account, if the User:
  - a) has detected any unauthorised access to the User's login and password,
  - b) has lost the login or password, or
  - c) has violated the provisions of these Terms and Conditions or the Agreement.
5. In the event that the User has detected any incidents referred to in items 4(a) and 4(b) above, the User shall be obliged to immediately inform the Platform Operator thereof in the manner specified in the Agreement.
6. The Forms and the Web Service mechanism for the publication of Messages are available on the User's Account after logging in.

## **VI. Liability**

1. The sole responsibility for the content of Urgent Market Messages shall rest with the Client on whose behalf the Operator has published the Message.
2. The Operator shall not be liable for the decisions made by the Recipient based on the content of Messages posted on the Platform or the consequences of such decisions.
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. To ensure transparency and equal access to information for all Recipients, the Operator shall publish the Message on the Platform once the User submits it using the Form or the Web Service for publication.
6. The Operator declares that the content of the Message submitted for publication by the User using the Form or the Web Service 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 charged in accordance with the price list (Appendix No. 1 to these Terms and Conditions).
2. The Operator shall collect from Platform Clients a one-off, annual, pro-rata fee payable to the European Union Agency for the Cooperation of Energy Regulators (ACER) pursuant to Commission Decision (EU) 2025/1771 of 8 September 2025 on fees payable to ACER for the performance of tasks set out in Regulation (EU) No 1227/2011 (REMIT).
3. The fee referred to in item 2 above is calculated once a year, on the basis of an invoice received by the Platform from ACER.
4. The Operator does not charge the Recipients for access to the Platform.

## **VIII. Platform maintenance and unavailability**

1. The Operator may perform maintenance works on the Platform which may temporarily limit its functionality.
2. The Operator shall immediately notify Platform Users about maintenance works or unavailability of the Platform.
3. If the Platform is unavailable, the Client is obliged to publish the Message by other means.

## **IX. Final provisions**

1. Every User is obliged to acknowledge the 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 holds exclusive rights to the Platform trademark.
3. The Operator may amend the Terms and Conditions of the Platform, of which it shall inform the Platform Users and Recipients via the Platform website.
4. The Platform operates on the basis of the provisions of Polish law and international agreements ratified by Poland.
5. The Platform operates in English.
6. These Terms and Conditions shall be effective upon publication on the Platform website.