

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

### **Definitions:**

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

ACER – Agency for Cooperation of Energy Regulators - an EU agency based in Ljubljana, established by Regulation 713/2009 of the European Parliament and of the Council of 13 July 2009.

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

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

Application – an application submitted by a Market Participant for access to the Platform.

Client – a Market Participant that has been given, under the Agreement, the possibility of publishing Messages on the GIIP.

Form – a form used to enter the content of a Message to be published on the Platform, placed 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.

Market Participant – participant of the wholesale energy market in accordance with the definition of Article 2(7) REMIT.

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

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

Platform – Gas Inside Information Platform run by the Operator for the publication of Urgent Market Messages, in accordance with ACER's requirements.

Recipient – any person who enters the Platform's website and reads the content of 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.

Service – the service of publication of Messages on the Platform.

User – a Client's representative indicated in the Agreement, authorized to publish Messages on behalf of the Client, for which an individual login and password has been assigned by the Platform Administrator.

Webservice – the service of 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.

## **Overview of the Platform**

1. The Platform is a publicly available website for wholesale energy market participants, dedicated to the publication of Urgent Market Messages for natural gas, in accordance with the requirements of Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency.
2. The Operator of the GIIP is Gas Transmission Operator GAZ-SYSTEM S.A. having its registered office in Warsaw, at 4 Mszczonowska St.

## **Services**

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

## **Registration**

1. Any Market Participant that is subject to the obligation to publish inside information in accordance with Article 4(1) REMIT may become the Platform's Client.
2. In order to sign the Agreement, the Market Participant shall submit an Application, the form of which is available on the website of the Platform.
3. The Platform Operator shall review the Market Participant's Application within 21 days of its receipt at the Operator's registered office.
4. In case of objections to the content of the Application, the Platform Operator shall inform the Market Participant of the comments to the Application by e-mail to the address given in the Application.
5. After the acceptance of the Application and signing the Agreement, the Operator shall provide the Users with the login and the password for access to the Account, which shall be sent, respectively, via e-mail and SMS text message to the addresses and contact phone numbers of the Users specified in the Application.
6. Access to the Account shall be only granted to the persons listed by the User in the Application and in the Agreement.

## **Use of the User Account**

1. The User shall publish a Message via Webservice or the Form by logging into their Account.
2. The login and password for access to the Account must not be transferred to other persons.
3. As soon as the login data (login and password) is transferred to the User, the User shall be responsible for the data entered from his/her account into the Form or via the Webservice and published on the Platform in the form of a Message in their name.
4. The Administrator may block the User's account in when:
  1. the User discovers that another person has obtained access to the User's login and password,
  2. the login or password are lost by the User,
  3. the provisions of these Terms and Conditions or the Agreement are violated by the User.
5. If the User discovers any of the occurrences referred to in clauses 4.1 and 4.2 above, the User shall be obliged to immediately inform the Platform Operator about this, in the manner specified in the Agreement.
6. Forms for the publication of Messages and the Webservice are prepared by the Operator in accordance with ACER guidelines and available in the User's Account.

## **Liability**

1. The sole responsibility for the content of Urgent Market Messages shall rest with the Client on behalf of whom the Message was published.
2. The Operator shall not be liable for decisions and consequences of decisions made by the Recipient based on the content of any Messages posted on the Platform.
3. Any claims concerning the content of the Messages published on the Platform should be addressed to the Client on behalf of whom the Message was published.
4. The Platform Operator may refuse to post/cancel a Message if its content violates the provisions of Polish law or international agreements ratified by Poland. The Operator shall immediately inform the Client about such refusal to post/cancellation of the Message, in the manner indicated in the Agreement.
5. In order to ensure transparency and equal access to information for all Recipients, the content of Messages will be published on the Platform immediately after they are submitted for publication by the User using the Form or via Webservice.
6. The Operator declares that the contents of any Message submitted for publication by the User using the Form or via Webservice will not be used to make business decisions by the Operator of the Platform prior to their publication on the Platform.

## **Fees**

1. The Message publication service is subject to a fee pursuant to the price list attached as Appendix 1 to these Terms and Conditions.
2. The Operator shall not charge any fees for the access of the Recipients to the Platform.

## **Maintenance works/unavailability**

1. The Operator reserves the right to carry out maintenance works on the Platform, which may result in a temporary limitation of its functionality.
2. In case of maintenance works or unavailability of the Platform, the Operator shall immediately communicate this to the Users and Recipients of the Platform.
3. In the case of maintenance works or failures preventing the publication of a Message on the Platform, the Client shall be under obligation to publish the content of the Message on its own. After the completion of maintenance works on the Platform, which prevented the publication of a Message, such Message shall be published by the Client on the Platform within 24 hours of the failure removal/completion of works by the Operator. In the field "Remarks" the User shall provide a link to the webpage on which the content of the Message was posted by the User on their own.

## **Final provisions**

1. Each User and Recipient shall review these Terms and Conditions of the Platform.
2. The logo and name of the Platform are proprietary. Gas Transmission Operator GAZ-SYSTEM S.A. with its seat in Warsaw; 4 Mszczonowska St, 02-337 Warsaw represents that it is exclusively entitled to the trademark of the Platform.
3. The Operator reserves the right to amend these Terms and Conditions of the Platform, about which it shall inform the Users and Recipients of the Platform on the website of the Platform.
4. The operation of the Platform shall be governed by the Polish law and international agreements ratified by Poland.
5. The Platform is operated in English, in accordance with ACER guidelines.
6. These Terms and Conditions are effective as of 12<sup>th</sup> March 2019.