

## Privacy Policy

10.1 Registered Users will be required to provide personal data: first name and second name, title, valid email address, phone and fax number, company name, Country name, business premises (zip code, street name), passwords. Relevant records regarding the effective use of the ENTSOG TP could be collected during the User's later use of the ENTSOG TP.

Collected Personal data shall be processed by ENTSOG, being an International Non-Profit Association subject to Belgian law and having its registered office at 1000 Brussels, Avenue de Cortenbergh, 100 (Belgium), acting as data controller and in compliance with (i) the Belgian Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data and (ii) the General Data Protection Regulation ("GDPR", the Regulation (EU) 2016/679), for the following purposes:

- (i) management of the ENTSOG TP operation (in particular for security and maintenance purposes);
- (ii) statistical analysis of User activities on ENTSOG TP, for further improvement of the Transparency Platform and related services;
- (iii) information regarding the activities of ENTSOG, in connection with the ENTSOG TP (surveys and workshops;
- (iv) creation and maintenance of a contact database for the purposes of ENTSOG relations with the ENTSOG TP Users, the access to which is restricted to ENTSOG and ENTSOG Members only.

By providing ENTSOG with your personal data, you expressly entitle ENTSOG to use the transmitted personal data for the above-mentioned purposes. The personal data transmitted to ENTSOG are registered in a database held by and under the responsibility of ENTSOG. These data will be used exclusively for the above-mentioned purposes. For the avoidance of any doubt, ENTSOG will not use any personal data supplied for the above purpose for any marketing or sales activities or release the data to a third party other than ENTSOG members, which shall process the transmitted personal data solely for the above-mentioned purposes.

Your data shall be processed as long as your account remains active. You can request the closure of your ENTSOG TP account, by using the specific online question form on the ENTSOG TP Help Section or by sending an email to ENTSOG at [info@entsog.eu](mailto:info@entsog.eu).

In line with the provisions of the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data and the GDPR, you have the right to access your personal data, to have these data rectified or erased, to restrict the processing of these data in certain situations following Article 18 of the GDPR and to transmit your personal data to another data controller by contacting the ENTSOG Data Protection Officer (see below). They also have the right to lodge a complaint with the competent supervisory authority (“l’Autorité de Protection des données” in French, “de Gegevensbeschermingsautoriteit” in Dutch).

If, at any time, you are of the opinion that ENTSOG does not respect your privacy, please inform the ENTSOG Data Protection Officer. ENTSOG shall do everything to identify and solve the problem.

For any further information, please contact our Data Protection Officer:

Nicolas Van der Maren  
Data Protection Officer,  
ENTSOG aisbl  
Avenue de Cortenbergh 100  
B-1000 Brussels  
[DPO@entsog.eu](mailto:DPO@entsog.eu)  
Tel: 0032 (2) 894 51 04

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## Terms and Conditions of Use

Please read the following terms and conditions of use carefully before using the ENTSOG Transparency Platform or any of its Sections.

### ARTICLE 1 - TERMS OF THE ENTSOG TRANSPARENCY PLATFORM

By accessing and using the ENTSOG Transparency Platform or any Section of it, you, as User, acknowledge, accept and agree to any and all of our Terms and Conditions of Use as described below, and otherwise contained on or referenced in ENTSOG Transparency Platform.

## ARTICLE 2 - DEFINITIONS

2.1 "ENTSOG" means European Network of Transmission System Operators for Gas AISBL with registered office at Avenue de Cortenbergh, 100 - B-1000 Brussels, Belgium, an association established on a non-profit basis in order to promote the completion and functioning of the internal market and cross-border trade for gas and to ensure the optimal management, coordinated operation and sound technical evolution of the European natural gas transmission network pursuant to Regulation (EC) No. 715/2009.

2.2 "Transparency Platform" (hereinafter referred to as "ENTSOG Transparency Platform" or "ENTSOG TP"), means the Union-wide central platform developed by ENTSOG in line with the requirements of point 3.1.1. (1) (h) of Annex I of Regulation (EC) No. 715/2009, providing the necessary tool to the gas TSOs for the fulfilment of their data publication requirements introduced by Regulation (EC) No. 715/2009, which defines the basic transparency rules, and further specified in its Chapter 3 of Annex I also for the accomplishment of additional publication and reporting obligations to the Market Participants, foreseen by Regulation (EU) No. 1227/2011 and its Commission Implementing Regulation (EU) No. 1348/2014 to sustain the market monitoring, to foster open and fair competition in wholesale energy markets. The ENTSOG TP is accessible at <https://transparency.entsog.eu/> and is governed by specific conditions of use contained and laid down in the present Terms and Conditions of Use.

2.3 "User" means any person either a natural or legal person using the present ENTSOG TP, and who is bound by the Terms and Conditions of Use.

2.4 "Registered User" means a User to whom ENTSOG grants a specific access as described in Article 8, and who is bound by the Terms and Conditions of Use.

2.5 "Section" means a part or sub-site of the ENTSOG Transparency Platform dedicated to a specific topic, area or data type.

2.6 "Terms and Conditions of Use" means the present terms and conditions of use of the entire ENTSOG TP by any User, including the Registered Users.

2.7 "TP User Manual" means the documentation provided by ENTSOG to assist the usage of the ENTSOG TP. The TP User Manual is updated on a continuous basis by ENTSOG, and always published directly on the ENTSOG TP.

### **ARTICLE 3 - OWNERSHIP OF CONTENT**

The property rights of all contents of the ENTSOG TP including, but not limited to any texts, graphs, images, copyrights, databases (whether or not protected by law), trademarks, designs, maps or other intellectual property rights are the exclusive property of ENTSOG, its members, or such third party credited as provider of the contents. All property rights are reserved unless otherwise stated in the present Terms and Conditions of Use.

### **ARTICLE 4 – TP USER MANUAL**

The rights to use the ENTSOG TP and/or the ENTSOG TP data, for any of the purposes authorized in accordance with the present Terms and Conditions of Use, are subject to the strict compliance with all technical and operational requirements set forth in the TP User Manual and the ENTSOG Transparency Platform API User Manual.

### **ARTICLE 5 - USE OF CONTENT**

5.1 Without prejudice to Article 5, any use of the content or part of it contained or provided through the ENTSOG TP is allowed to the extent, as specifically permitted by these Terms and Conditions of Use. Subject to the following provisions, you may download, store and use the contents of the ENTSOG TP in good faith and always complying with good business practices regarding the re-use of publicly available data, and provided you keep intact all trademark, copyright and other proprietary notices indicated.

5.2 When quoting information or data from this ENTSOG TP, you shall at least indicate the source, and the date of data download/extraction, following this outline "ENTSOG TP [DD-MM-YYYY] <https://transparency.entsog.eu/>".

It is however expressly prohibited to use the ENTSOG TP name or the ENTSOG name in any manner that is likely to cause confusion regarding the possible existence of any kind of sponsorship or of endorsement of any use of the ENTSOG TP by the User.

5.3 When using information or data from the ENTSOG TP, you may be asked to provide ENTSOG upon request with statistics on their circulation on a regular basis and at least on an annual basis.

5.4 You can contact ENTSOG by using the specific online question form on the ENTSOG TP Help Section or at the following e-mail addresses: [info@entsog.eu](mailto:info@entsog.eu), or [transparency@entsog.eu](mailto:transparency@entsog.eu).

5.5 In any case, ENTSOG disclaims any responsibility or liability should you alter, modify, summarize, or process in any manner the data and information obtained from the ENTSOG TP.

5.6 ENTSOG does not permit automatic extraction of data or other usage that reduces the performance of the ENTSOG TP. ENTSOG reserves the right to block at any time and without any prior notice the author of any such extraction from or usage of the ENTSOG TP and to seek for damages in compensation of such infringement including but not limited to the reduced performance of the ENTSOG TP. In such circumstances, ENTSOG reserves the right to block the full access or the access to the specific Section(s) of a User executing unproportioned downloads (7.5 times more than the average User of the same category), and/or performing illegitimate or unfair use of the data.

5.7 The automate download of data is possible via the API tool of the ENTSOG TP, on condition that the current Terms and Conditions of Use are fully respected. Anyhow, it should be noticed that in relation to API calls, ENTSOG reserves the right to establish limitations intended to guarantee the proper and correct functioning of the ENTSOG TP. Such limitations will be defined in detail in the ENTSOG Transparency Platform API User Manual.

5.8 ENTSOG reserves the right to temporarily withdraw or suspend access to the ENTSOG TP at any time for the purposes of further development, improvement or correction of a functionality or content. Such events will be announced in advance on the ENTSOG TP.

## **ARTICLE 6 - PROHIBITED USE OF THE ENTSOG TRANSPARENCY PLATFORM**

The Users are prohibited from using it to:

a) post or transmit any infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. ENTSOG will fully cooperate with any law enforcement authorities or any court order requesting or directing ENTSOG to disclose the identity of anyone posting or transmitting any such information or materials;

- b) advertise or perform any commercial solicitation;
- c) upload information or change information without any prior authorisation, defeat or circumvent security features, or otherwise cause damage to the ENTSOG TP or its normal operations. The latter may be punishable under applicable laws;
- d) cause unjustified damage to the reputation of ENTSOG and its Members.

## **ARTICLE 7 - DISCLAIMER ON RESPONSIBILITY AND LIABILITY**

7.1 All content is subject to change and is provided to you "as it is" without any warranty of any kind, either expressed or implied nor for any specific purpose.

7.2 Subject to the first paragraph above, ENTSOG and its Members use reasonable endeavours to publish on its ENTSOG TP information or data deemed reliable unless otherwise expressly mentioned.

7.3 ENTSOG disclaims any warranty whatsoever as to eventual errors or omissions or obsolescence with reference to any discussions, postings, transmissions, bulletin boards, and the like that may be on the ENTSOG TP. ENTSOG assumes no responsibility or liability arising from any infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, contained in any such locations on the ENTSOG TP.

7.4 ENTSOG and its Members reserve the right to revise, add or delete the information published or posted at any time without prior notification.

7.5 ENTSOG and the providers of information and data therefore expressly disclaim to the extent permitted by law any responsibility or liability for:

- a) the accuracy, currency, reliability, completeness or usability of the information and data;
- b) the revision, addition or deletion of information;
- c) damage of any kind, including, but not limited to, direct, indirect, general, special, incidental, or consequential damages, which may result from the use, consultation, transmission or downloading of information and data contained on this website or from the interpretation or reutilization by a lawful User of information and data contained on the ENTSOG TP, even in the case of negligence;

- d) use of any content which would infringe the rights of any third party;
- e) the alteration or modification of the data resulting from an improper reutilization of the data by any lawful User.

7.6 The ENTSOG TP may contain links to sites owned or operated by parties other than ENTSOG. Such links are provided for your convenience only. ENTSOG does not control and is not responsible for the content or privacy policies on, or the security of, such sites. Neither does ENTSOG endorse the content, nor any products or services available, on such sites.

7.7 ENTSOG assumes no responsibility or liability arising from any damage or disruption encountered on the IT system of the User while accessing the ENTSOG TP.

7.8 As regards the availability and maintenance of the ENTSOG TP, ENTSOG shall apply reasonable endeavours to ensure the 24/7 availability of the ENTSOG TP. ENTSOG shall periodically maintain and update the ENTSOG TP.

For maintenance purposes and if necessary, ENTSOG is entitled to temporarily suspend the access to the ENTSOG TP. Information about all maintenance activities that could limit the access and the availability of the ENTSOG TP shall be published on the ENTSOG TP via an UMM/TP announcement. Except in case of urgent matters, such information shall be disclosed at least 24 hours prior to the maintenance event.

Except where the reported malfunction or problem has a major impact on the performance of the ENTSOG TP, ENTSOG may decide to remedy within the framework of a forthcoming ENTSOG Transparency Platform Version or Release and/or maintenance operation.

7.9 ENTSOG does not offer IT-related maintenance and support services to the Users of the ENTSOG TP, except the following limited support services:

- TP User manual, including API User manual;
- Possibility for submission of questions related to the TP data or functionalities via special question form in the TP Help section.

## **ARTICLE 8 - HOLD HARMLESS**

You, as User, acknowledge that ENTSOG shall not be liable in any respect to the User or to any third party for any termination of the User's access to any Section of the ENTSOG TP and undertake to keep ENTSOG harmless in respect thereof.



## ARTICLE 9 - SECURED ACCESS PRIVILEGE: USER ACCOUNT, PASSWORD, AND SECURITY

9.1 ENTSOG maintains a secured Section of the ENTSOG TP for making certain functionalities available which require registration. Registered Users will be granted access privileges to such secured Section. Registered Users are responsible for maintaining the confidentiality of their assigned User ID and password, and are fully responsible for all activities that occur under their account. ENTSOG shall not be liable or responsible for any misuse of User ID and password. Moreover the Registered Users are responsible for any damage caused by any of their users making use of their accounts and/or caused by any abuse of said accounts by unauthorized third-parties.

9.2 Registered Users acknowledge that general security practices are employed for the ENTSOG TP operation. ENTSOG has the right to log off accounts that are logged in and show no activity for a longer period, as well as account inactivity for more than 180 days. ENTSOG reserves the right to change these general security practices at any time without prior notice.

9.3 As a condition of granting access to the secured Section, the Registered User acknowledges that ENTSOG can suspend or terminate the Registered User's account and its access privilege without prior notice, in cases where ENTSOG would record a breach of these Terms and Conditions of Use by the Registered User.

The Registered User may not claim any compensation of whatever nature in case of suspension or revocation of access to the ENTSOG TP section requiring registration, decided by ENTSOG pursuant to this clause.

Suspension or revocation (or not) of access to the ENTSOG TP is decided and made without prejudice:

- to the ability of ENTSOG to claim compensation for the possible damage resulting from the Registered User's breach of its obligations;
- to the obligation of the Registered User to hold ENTSOG harmless from any claim brought from a third party (including but not limited to members of ENTSOG) alleging that the ENTSOG TP Registered User infringed its rights or caused damages to said third party.

ARTICLE 10 – COMMUNICATION10.2 Without prejudice to the terms of the above privacy policy, any communication or material that you may transmit to the ENTSOG TP, such as questions, comments, suggestions or otherwise, will be treated as non-confidential and non-proprietary.



## **ARTICLE 11 - REVISIONS OF THE TERMS**

You acknowledge and agree that ENTSOG may modify these Terms and Conditions of Use at any time, at its sole discretion and without notice. All modifications will be effective immediately upon our posting of the modifications on the ENTSOG TP. You are bound by any such revisions and liable to remain informed on a timely basis.

## **ARTICLE 12 - LAW AND JURISDICTION**

These Terms and Conditions of Use are subject to Belgian law and the exclusive jurisdiction of the courts of Belgium (Brussels).