

Terms and Conditions of Use

Please read the following terms and conditions of use carefully before using this Website or any of its sections. This Website is considered a section of the ENTSOG Website: then consider also carefully its terms and condition (<http://www.entsog.eu/terms-and-conditions-of-use>).

ARTICLE 1 - TERMS OF THE WEBSITE

1.1 By accessing and using this Website, or any Section of this Website, 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 this Website.

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) 715/2009.

2.2 "Transparency Platform" means the Section of the Website designed to facilitate access to transmission networks by, among other things, making all the information available in an organized and structured way on a single website. The Transparency Platform is based on information that is already published by individual TSOs on their websites; such information is publicly available and does not include any restricted or confidential information. This Section is accessible at <https://transparency.entsog.eu/> and is governed by specific conditions of use completing to the Terms and Conditions of use.

2.3 "Registered User" means a User to whom ENTSOG grants a specific access as described in Article 9.

2.4 "User" means any person either a natural or legal person using the present Website on its behalf or for whom the use is made, and who is bound by the Terms and Conditions of use.

2.5 "Section" means a section of the Website dedicated to a specific topic or area.

2.6 "Terms and Conditions of use" means the present terms and conditions of use of the entire Website by any User.

2.7 "Website" means ENTSOG Transparency Platform website, <http://www.transparency.entsog.eu/>, which can comprise various dedicated content areas and the redirection to other connected domains.

ARTICLE 3 - OWNERSHIP OF CONTENT

3.1 The property rights of all contents of this Website 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 the provider of the contents. All property rights are reserved unless otherwise stated in the present Terms and Conditions of use.

ARTICLE 4 - USE OF CONTENT

4.1 Without prejudice to Article 5, any use of the content or part of it contained or provided through this Website 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 this Website provided you keep intact all trademark, copyright and other proprietary notices indicated.

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

4.3 When using information or data from the website, 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.

4.3 You can contact ENTSOG at the following e-mail address: info@entsog.eu.

4.6 In any case, ENTSOG disclaims any responsibility or liability should you alter, modify, summarize, or process in any manner the data and information provided in this Website.

4.7 ENTSOG does not permit automatic extraction of data or other usage that reduces the performance of the Website. ENTSOG reserves the right to block at any time and without any prior notice the author of any such extraction or usage from the Website and to seek for damages in compensation of such infringement including but not limited to the reduced performance of the Website. In such circumstances, ENTSOG reserves the right to block the full access or the access to the specific Section(s) to a User which would proceed to not proportional downloads (7.5 times more than the average user of the same category) as well as be based on illegitimate or unfair use of the data.

4.8 ENTSOG reserves the right to temporarily withdraw or suspend access to the Website at any time for the purposes of further development, improvement or correction of a functionality or content.

ARTICLE 5 - PROHIBITED USE OF THE WEBSITE

5.1 You are prohibited from using the Website to:

a) post or transmit any infringing, threatening, false, misleading, abusive, harassing, libelous, 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; and c) upload information or change information without any prior authorisation, defeat or circumvent security features, or otherwise cause damage to the Website. The latter may be punishable under applicable laws.

ARTICLE 6 - DISCLAIMER ON RESPONSIBILITY AND LIABILITY

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

6.2 Subject to the first paragraph above, ENTSOG uses reasonable endeavors to publish on its Website information or data deemed reliable unless otherwise expressly mentioned.

6.3 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 Website. 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 Website.

6.4 ENTSOG reserves the right to revise, add or delete the information published or posted at any time without prior notification.

6.5 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, up-to-datedness, 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 this website, even in the case of negligence;
- d) use of any content which would infringe the rights of any third party; and
- e) the alteration or modification of the data resulting from an improper reutilization of the data by any lawful user.

6.6 The Website 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.

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

ARTICLE 7 - HOLD HARMLESS

7.1 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 Website and undertake to keep ENTSOG harmless in respect thereof.

ARTICLE 8 - CAUTIONARY LANGUAGE REGARDING FORWARD-LOOKING STATEMENTS

8.1 This Website may contain statements, estimates or projections that constitute "forward looking statements". Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from ENTSOG's historical experience and our present expectations or projections. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. ENTSOG undertakes no obligation to publicly update or revise any forward-looking statements.

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

9.1 ENTSOG maintains a secured Section of this Website to share and make available certain materials and information that require access restrictions. 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.

9.2 Registered Users acknowledge that general security practices are employed. 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 the grant of access to the secured Section, the Registered User shall agree that ENTSOG can 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.

ARTICLE 10 - USE OF COOKIES

10.1 In order to improve and accelerate the performance of the Website and adjust it, in as much as possible, to your preferences, certain data are collected regarding the usage of the Website. This is done by making use of so-called 'cookies'. You can disable the use of cookies by changing the appropriate settings in your browser and continue to use the Website however, this would mitigate the improvement and acceleration of the performance sought.

ARTICLE 11 - PRIVACY

11.1 Registered User will be required to provide personal data for administrative purposes only and for the proper circulation of newsletters and updates on Website functionalities in as much as existing or available. Any personal data will be used by ENTSOG to the extent legally authorized and complying with in confidentiality obligation applying. 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.

11.2 Any other communication or material that you may transmit to the Website, such as questions, comments, suggestions or otherwise, will be treated as non-confidential and non-proprietary.

ARTICLE 12 - REVISIONS OF THE TERMS

12.1 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 Website. You are bound by any such revisions and liable to remain informed on a timely basis.

ARTICLE 13 - LAW AND JURISDICTION

13.1 These terms and conditions of use are subject to Belgian law and the exclusive jurisdiction of the courts of Belgium.