

## **GENERAL TERMS & CONDITIONS OF THE LIVE ENVIRONMENT OF DATA EXCHANGE PLATFORM for other energy services (hereinafter the T&C)**

### **1. Use of the Data Exchange Platform**

- 1.1 The Transmission System Operator (TSO) shall allow the User to use the Data Exchange Platform to receive metering data and information related to network contracts to provide other energy services to the consumer and/or the producer in accordance with the rights and obligations and information exchange requirements established by the Electricity Market Act, the Grid Code for the Operation of the Electricity Market, the General Data Protection Regulation<sup>1</sup>, and the Guide for Using and Joining Data Hub in effect at the respective time. The User shall enter into the Data Exchange Platform Agreement for Energy Service Providers (DEP Agreement) with the TSO in order to use the Data Exchange Platform. These T&C are binding upon and applicable to all persons who have entered into a DEP Agreement.
- 1.2 The rights to receive data via the Data Exchange Platform are based on the Electricity Market Act and the Grid Code for the Operation of the Electricity Market and the General Data Protection Regulation. The TSO has the right to verify and, in justified circumstances, refuse to conclude a DEP Agreement if the person who wants to join the Data Exchange Platform does not comply with the conditions of the Electricity Market Act, the Grid Code for the Operation of the Electricity Market and the General Data Protection Regulation (including connection application).
- 1.3 Only the responsible person appointed by the User (hereinafter: the Administrator) and the employees authorised by the Administrator on the Data Exchange Platform have the right to use the Data Exchange Platform to the extent and for the purpose arising from the role designated in the DEP Agreement. The details of the Administrator authorised by the User are set out in the DEP Agreement. The User must immediately notify the TSO of any changes to the details of the Administrator (new Administrator, termination of Administrator rights, etc.) in writing in the form of a digitally signed statement sent to the email address given in point 4.1.
- 1.4 The TSO will create a personal user account for the User's Administrator. The Administrator will create user accounts on the Data Exchange Platform for persons authorised by the User.
- 1.5 The Administrator will create user accounts for the other employees authorised by the User. If there are any changes in the composition of the User's authorised employees after the conclusion of the DEP Agreement (a new employee is added, an employee leaves, etc.), the User's Administrator will make the corresponding changes on the Data Exchange Platform immediately after the changes in the composition of the User's authorised employees have taken place.
- 1.6 If the User would like the TSO to administer the rights of the User's authorised employees in using the Data Exchange Platform, the User will submit to the TSO a list of the employees authorised by the User in the DEP Agreement and any amendments thereto in writing as a digitally signed application to the address specified in point 4.1.
- 1.7 The User undertakes to ensure that the User and the Administrator/authorised employees appointed by the User comply with these T&C, the DEP Agreement and the effective

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<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Guide for Using and Joining Data Hub published by the TSO on the website of the latter. Said guide forms an integral part of these T&C and the DEP Agreement.

- 1.8 The TSO reserves the right to modify the Guide for Using and Joining Data Hub specified in point 1.7. The TSO will notify the User of any changes in advance by email or via the Data Exchange Platform on the basis of point 2.1.8.
- 1.9 The technical use of the Data Exchange Platform is subject only to the Guide for Using and Joining Data Hub as described in point 1.7 and to any additional written instructions issued by the TSO.
- 1.10 The TSO proceeds from these T&C and the DEP Agreement when granting and withdrawing the right of use to and from an authorised Administrator and/or User's employee. The right of use will be withdrawn immediately when the authorised Administrator and/or the User's employees leave the User, provided that the User has forwarded the respective information to the TSO. The User must give the information in the form described in point 1.3, indicating the employee's first name, surname and ID code. It is the responsibility of the User to ensure that the accounts of the Administrator and the persons authorised by the Administrator on the Data Exchange Platform are legitimate and valid.
- 1.11 The TSO may unilaterally terminate the User's access to the Data Exchange Platform if it is found that the User has breached the requirements and instructions described in points 1.2, 1.3, 1.5, 1.7, 1.9 and 2.2.1–2.2.7 of the T&C and/or the DEP Agreement.

## **2. Obligations of the Parties:**

2.1 The TSO is required to:

- 2.1.1 ensure the security of electronically transmitted data;
- 2.1.2 ensure that the data entered in the Data Exchange Platform are processed in full compliance with the requirements provided by law and legislation adopted on the basis of law;
- 2.1.3 process the data entered into the Data Exchange Platform only to the extent necessary to achieve the purposes of the Data Exchange Platform;
- 2.1.4 organise the maintenance and development necessary for the smooth operation of the Data Exchange Platform;
- 2.1.5 notify the User by email or through the Data Exchange Platform of planned maintenance and downtime of the Data Exchange Platform at least 3 (three) business days in advance;
- 2.1.6 notify the User of any maintenance and development work on the Data Exchange Platform that may affect the use of the Data Exchange Platform by email or through the Data Exchange Platform no later than 5 (five) working days before the work is to be carried out;
- 2.1.7 if possible, take into account the User's suggestions when developing the Data Exchange Platform;
- 2.1.8 inform the User of the introduction of the new version(s) of the Data Exchange Platform by email at least 3 (three) months before the implementation of the updated version in the environment of the Data Exchange Platform, and the User will thereby retain the right to use the information exchange with the current version for at least 6 (six) months from the notification of the updated version;
- 2.1.9 inform the User of any malfunctions in the Data Exchange Platform.

2.2 The TSO has the right to:

- 2.2.1 unilaterally amend the T&C and the Guide for Using and Joining Data Hub;

- 2.2.1.1 The TSO will publish the new version of the Terms and the notice of the amendment of the T&C on its website and notify the User of the amendment by email. Information about the amendment and the new version of the T&C will be published at least 30 days before the new version enters into force. As an exception, the new version enters into force on the day following the publication if the amendment is necessary to avoid a breach of the requirements arising from legislation or established for the TSO by a competent authority or to compensate for a significant security risk.
- 2.2.2 monitor and supervise the User's compliance with the T&C and the DEP Agreement on an ongoing basis. Including, if necessary, carry out an external audit, of which the User will be informed at least 10 working days in advance. The User must not obstruct the audit and must cooperate with the auditor, and in the event that the performance of the audit results in expenses for the User, such expenses will be paid by the User.

### 2.3 The User is required to:

- 2.3.1 accept the security requirements of the Data Exchange Platform and ensure the secure processing of the data received from the Data Exchange Platform;
- 2.3.2 comply with the requirements laid down by law and legislation adopted pursuant to law and the General Data Protection Regulation when processing data;
- 2.3.3 use the data processed under the DEP Agreement only for the purposes and in the role set out in the DEP Agreement;
- 2.3.4 comply with all of the instructions given by the TSO that are necessary for the performance of the DEP Agreement;
- 2.3.5 comply with the requirements set out in the Guide for Using and Joining Data Hub when using the Data Exchange Platform;
- 2.3.6 take organisational, physical and IT security measures for the protection of data from:
  - 2.3.6.1 accidental or intentional unauthorised modification;
  - 2.3.6.2 accidental destruction, intentional destruction and obstruction of access to the data by a person entitled to access the data;
  - 2.3.6.3 unauthorised processing.
- 2.3.7 when using the Data Exchange Platform, comply with the terms and conditions of the Guide for Using and Joining Data Hub published by the TSO on its website;
- 2.3.8 maintain the confidentiality of and not transfer to any third parties the data that have become known during the performance of the DEP Agreement or accidentally, excluding in the cases provided for by law;
- 2.3.9 compensate the TSO for any damage caused to the TSO due to non-compliance with the data processing requirements and/or the obligations under the DEP Agreement, including damage related to the submission of false data;
- 2.3.10 take into account the electricity market information exchange regulations in the Electricity Market Act and the Grid Code for the Operation of the Electricity Market and comply with all of its obligations according to the General Data Protection Regulation.

## 3. Amendment and termination of DEP Agreement

- 3.1 A Party has the right to terminate the DEP Agreement unilaterally with one month's notice.
- 3.2 All amendments to the DEP Agreement will be made in writing and signed by the authorised representatives of the Parties as an annex to the DEP Agreement, except for the data of the amendment of the user accounts of the Administrator and the employees

authorised by the Administrator as set forth in point 1.3 and point 1.6, which may be unilaterally amended by the User in the form provided for in the T&C.

- 3.3 The DEP Agreement will enter into force on the date when the DEP Agreement is signed by the Parties and will be entered into for an indefinite period.

#### **4. Contacts of Parties and notices**

- 4.1 The User will send any declarations of intent and other necessary notices related to the performance of the DEP Agreement and any questions or concerns regarding the Data Exchange Platform to the following contact addresses of the TSO:

email: info@elering.ee

Telephone: +372 715 1222

- 4.2 The contact person of the TSO for technical questions about the Data Exchange Platform is help.andmeladu@elering.ee

- 4.3 In order to perform the DEP Agreement, the User is obliged to appoint the User's Administrator in the Data Exchange Platform in the DEP Agreement, to whom the TSO can submit notices through the Data Exchange Platform on issues related to the performance of the DEP Agreement (including issues related to the maintenance of the Data Exchange Platform).

#### **5. Other provisions**

- 5.1. By signing the DEP Agreement, the TSO and the User acknowledge that they have duly read the documents that are part of the DEP Agreement and that they have a full and adequate understanding of the rights and obligations associated with the DEP Agreement and the related circumstances, and they are capable of performing their obligations under the DEP Agreement and the T&C.

- 5.2. The provisions of the T&C apply to the entry into, amendment and termination of the DEP Agreement, and to the interpretation of the DEP Agreement and the resolution of disputes arising from the DEP Agreement or, in the absence of corresponding provisions in the T&C, the provisions of legislation apply. If the Parties fail to settle a dispute arising from the DEP Agreement by way of negotiations, either Party has the right to refer the dispute to the Harju County Court.

### **ANNEX 1 to the Terms and Conditions – Data Processing Agreement**

#### Definitions:

The terms set out in the Terms and Conditions also apply to this Data Processing Agreement (hereinafter: the Agreement). The terms not defined in the Agreement are interpreted in accordance with the General Data Protection Regulation (hereinafter: the GDPR).<sup>2</sup>

- Personal data means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an ID code,

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<sup>2</sup> REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

location data or an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

- Controller means the natural person or legal entity, public authority, agency or other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, Union or Member State law may provide for the specific criteria for the controller or for the designation of the controller;
- Processor means the natural person or legal entity, public authority, agency or other body which processes personal data on behalf of the controller;
- Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

The processing of personal data on the platform is subject to all legal requirements and restrictions on the processing of personal data.

The User is the controller of personal data when receiving personal data from the Data Exchange Platform and is responsible for compliance with all of its obligations under the General Data Protection Regulation. Including:

- respond to all requests from the data subject in a timely manner and provide the data subject with all information in accordance with Articles 12 to 14 of the General Data Protection Regulation;
- use the personal data only for the purposes agreed in the DEP Agreement;
- ensure that at all times the conditions set out in the Connection Application (Annex 2 of the DEP Agreement) are met;
- ensure that the information displayed by the TSO to the consumer and/or the producer about the User and the processing of personal data by the User from the Data Exchange Platform is up-to-date and lawful;
  - notify the TSO at the earliest opportunity of any breach of the requirements for the processing of personal data, of which the User must notify the Data Protection Inspectorate or the data subjects. The breach notification to the TSO shall include at least the following: the type, the assumed date and time of the personal data breach that occurred;
  - categories of pertinent data subjects and their approximate number and the type and approximate number of the pertinent personal data records;
  - likely consequences of the violation related to personal data and
  - measures the User has adopted for resolving the breach or shall adopt to prevent such breaches in future, and measures used to alleviate any negative impacts of the breach.

The TSO has a legitimate interest in keeping logs of all Data Exchange Platform operations performed by the User and its authorised persons (the Administrator and/or the authorised employee of the Administrator) on the Data Exchange Platform under the DEP Agreement. The retention period is 12 years for message logs on the Data Exchange Platform and 3 years for server logs. The purpose of using the logs is to ensure the security of the Data Exchange Platform and to monitor compliance with the DEP Agreement.

### **Data of the User's representatives (Administrator and the User's authorised employees) on the Data Exchange Platform**

The User is the controller of personal data when the data of the User's Administrator and the User's employees authorised by the Administrator are submitted to the TSO for the creation of user accounts on the Data Exchange Platform.

The TSO is the authorised processor when the data of the Administrator and the User's employees authorised by the Administrator are processed on the Data Exchange Platform.

The TSO processes the personal data of the Administrator and the employees authorised by the Administrator provided by the User only for the purposes and to the extent necessary for the performance of the DEP Agreement. Pursuant to the Electricity Market Act, the TSO retains the data of user accounts for 12 years, after which they are deleted. User accounts will be closed immediately when the User submits the relevant information to the TSO, or the account is closed by the User's Administrator. The categories of the data of the User's Administrator and the User's employees authorised by the Administrator processed on the basis of the DEP Agreement are:

- First name and surname
- ID code
- Email address
- Log information

The User is required to:

- (i) process personal data on the Data Exchange Platform in accordance with the GDPR and good data processing practices;
- (ii) ensure that there is a lawful basis for the processing of personal data provided to the Data Exchange Platform by the Administrator and the employees authorised by the Administrator, and that the rights of third parties are not violated.

The TSO is required to:

- (i) process personal data in a diligent manner and in compliance with Good Data Processing Practices, the DEP Agreement, the Contract and the GDPR;
- (ii) process personal data solely for the purposes of performing the DEP Agreement;
- (iii) ensure that the persons authorised to process personal data are obliged to comply with the confidentiality requirement or that the appropriate statutory confidentiality obligation applies to them;
- (iv) implement appropriate technical and organisational measures to ensure the level of security corresponding to the threat of personal data processing;
- (v) assist, as much as possible, the controller by appropriate technical and organisational measures for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights.

If the data subject (the User's Administrator/employee authorised by the User/Administrator) or a supervisory authority submits a request concerning personal data, including a request for restriction of the use, erasure or rectification of personal data, for the provision of information or for any other action to be taken with regard to personal data, the TSO will inform the User of any such request before responding to it or taking any action with regard to the personal data or, where there is a legal obligation to respond to the request promptly, as soon as possible after

responding to the request. The TSO may correct, delete, modify or restrict the use of personal data processed on behalf of the User at the User's request or if required by law.

In the event of a personal data breach, the TSO will notify the User thereof in writing via the contact details provided in the DEP Agreement without undue delay, but no later than 48 hours after becoming aware of the personal data breach. After becoming aware of a personal data breach, the TSO will take all reasonable steps to protect personal data.

International transmission and third parties

The TSO will not transmit the data of the User's Administrator and/or an employee authorised by the User/Administrator outside the European Economic Area and will not use subcontractors.

More information on the privacy policy of the TSO can be found here: [Privacy Notice of Elering AS](#)