

# Portal Access Terms and Conditions

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## 1 Purpose and application of Portal Access Terms and Conditions

These Terms and Conditions of Portal Access shall apply to the online services provided in the Transmission System Operator with System Responsibility's Portal between the Transmission System Operator with System Responsibility and the Market Participant (Shipper, Trader, Transmission Network End User, Retailer, Biogas Injecting Party and Liquefied Natural Gas Processing Equipment Operator) as well as to the API interface relating to Portal data and are an integral part of the Framework Agreement or Cooperation Agreement between the Market Participant and Transmission System Operator with System Responsibility.

The documents below in their up-to-date versions shall constitute a whole with the Terms and Conditions of Portal Access:

- Shipper and Trader Framework Agreement
- Transmission Network End User Framework Agreement
- Retailer Framework Agreement
- Biogas Injecting Party's Framework Agreement
- Cooperation Agreement between the Transmission System Operator with System Responsibility Distribution Network Operator
- Cooperation Agreement between the Transmission System Operator with System Responsibility and Liquefied Natural Gas Processing Equipment Operator
- Gas Transmission Rules

By accepting the Terms and Conditions of Portal Access as part of a Framework Agreement or Cooperation Agreement, the Market Participant gains access to the Transmission System Operator with System Responsibility's Portal (incl. web user interface and API interface).

The Market Participant must specify the users who have been authorized to use the Portal in the market role concerned in the Portal's web user interface. The Market Participant will receive from the Transmission System Operator with System Responsibility the technical instructions and passwords required also for the users authorized and specified by the Market Participant to use the API interface.

### 1.1 Register of Market Participants in the Portal

The Transmission System Operator with System Responsibility's Portal includes access to the Register of Market Participants, where Market Participants can maintain and update their data in accordance with chapter 4 of the Gas Transmission Rules, Framework and Cooperation Agreements and with the Terms and Conditions of Portal Access.

By accepting these Terms and Conditions of Portal Access, the Market Participant can log into the Transmission System Operator with System Responsibility's Portal, where the Market Participant may, depending on its role, among other things:

- a) create, accept or terminate Market Participant Relationships and view information concerning its Market Participant Relationships;
- b) arrange its balance responsibility;
- c) place Capacity Orders and perform Capacity Transfers and
- d) check and update their Master Data.

The Market Participant's Master Data is basically visible to all those Market Participants who, on behalf of their market role, create Market Participant Relationships to the Market Participant concerned. If the Market Participant wishes to block its Master Data from being visible to other Market Participants, the Market Participant must separately request the Transmission System Operator with System Responsibility to ensure that its Master Data is not visible to other Market Participants in the Portal.

## **2 Validity of terms and conditions**

The application of these Terms and Conditions shall begin on October 1, 2019 and shall remain in force until further notice.

## **3 Definitions**

The definitions provided in chapter 2 of the Gas Transmission Rules in their up-to-date version shall apply to the Terms and Conditions of Portal Access unless otherwise determined.

## **4 Portal access**

In conjunction with acceptance of these Terms and Conditions of Portal Access, the Market Participant must notify to the Portal the Main User who has the authorization to create, update and check the market role data and to create and authorize users for the market role.

By accepting the Terms and Conditions of Portal Access, the Main User notified to the Transmission System Operator with System Responsibility receives a user ID and temporary password from the Transmission System Operator with System Responsibility to enable the Main User to log into the Portal and to replace the temporary password with a new one.

The Main User's user ID and password are confidential and must not be disclosed to third parties. By accepting the Terms and Conditions of Portal Access, the Market Party accepts that it is responsible for all data registered in the Portal.

### **4.1 Authorization of Portal users**

The Market Participant must, in the Portal, give the name, contact information, email address and telephone number of each user that the Market Participant authorizes to use the Portal.

The users operate in the Portal on the full responsibility of the Market Participant. The Market Participant shall grant and terminate authorizations and make any changes to authorizations through the Portal.

The Market Participant and the Main User authorized by it are responsible for the secrecy of their user IDs and passwords.

## **5 Portal changes and restrictions on use**

The Transmission System Operator with System Responsibility can add or remove data and services that are available in the Portal or restrict the Market Participant's user rights to the services. The Transmission System Operator with System Responsibility will strive, where possible, to notify the Market Participant of changes at least 30 days before the changes enter into force.

## **6 Limitation of liability of the Transmission System Operator with System Responsibility**

The Transmission System Operator with System Responsibility shall be responsible solely for such damages related to use of the Market Participant's Portal that are attributable to the deliberateness or negligence of the Transmission System Operator with System Responsibility and the Marketing Participant has notified immediately of such fault to the Transmission System Operator with System Responsibility.

The Transmission System Operator with System Responsibility shall not be responsible for the correctness of the data made available by the Market Participant or users authorized by it. The Market Participant must constantly oversee that the data has been written correctly. If the Market Participant notices any errors or shortcomings, the Market Participant must immediately contact the Transmission System Operator with System Responsibility. The Transmission System Operator with System Responsibility is under no obligation to correct the data made available by the Market Participant or users authorized by it if the Market Participant has not reported the error or shortcoming immediately or if the deadline for accepting the data has already ended.

The Transmission System Operator with System Responsibility shall not be responsible for disruptions in the use of the Portal, difficulties in logging onto the Portal or the storage of data saved in the Portal irrespective of whether the Transmission System Operator with System Responsibility maintains the Portal or whether the Transmission System Operator with System Responsibility has authorized a third party to maintain the Portal.

## **7 Market Participant's responsibility**

The Market Participant and the users authorized by it shall be responsible for keeping the user IDs and passwords secret and for the use of them. The Market Participant shall be liable to compensate the Transmission System Operator with System Responsibility and other Market Participants for the damages arising from the unauthorized use of its user IDs and passwords. Nevertheless, the Market Participant shall not be liable for damages arising from the unauthorized use of the user account after the Market Participant has requested the Transmission System Operator with System Responsibility to close the user account in question.

## **8 Technical requirements**

Use of the Portal's web interface requires the user to have a web browser and an internet connection. Use of the Portal's API interface requires the user to have an internet connection. More details about the required browser settings can be found on the Transmission System Operator with System Responsibility's website. The Market

Participant may, on request, obtain the technical instructions relating to the API interface from the Transmission System Operator with System Responsibility.

## **9 Closing a user account**

The Market Participant may at any time close the user account by sending an email to the Transmission System Operator with System Responsibility to [customerservice@gasgrid.fi](mailto:customerservice@gasgrid.fi). The Transmission System Operator with System Responsibility will consider the request to close the account on receipt of the email mentioned above.

The Market Participant and/or users shall immediately notify the Transmission System Operator with System Responsibility if the Market Participant or a user authorized by it (i) has noticed the unauthorized use of user IDs or passwords, (ii) has received confirmation to a notification that the Market Participant and/or its authorized users have not placed or (iii) have noticed changes in the data that the Market Participant is itself responsible for making available and which the Market Participant and/or its authorized users has not made available.

Having received the above notification from the Market Participant, the Transmission System Operator with System Responsibility will close the user account immediately. In conjunction with closing the user account, the Transmission System Operator with System Responsibility shall send an email to the Market Participant confirming the closure of the user account concerned and provide information about when the request to close the user account was received. This means the request that arrived by email as shown here in the first paragraph of section 8.

For security reasons, the Transmission System Operator with System Responsibility shall close all user accounts that have not been used for at least two consecutive calendar months.

## **10 Transfer of access**

The Market Participant may not transfer its rights and responsibilities in respect of Portal Access to a third party without the written consent of the Transmission System Operator with System Responsibility.

The Transmission System Operator with System Responsibility may, by decision of the Energy Authority, transfer its rights and responsibilities regarding the Terms and Conditions of Portal Access to a third party in accordance with section 8 of the Natural Gas Market Act.

## **11 Other terms and conditions**

The terms and conditions of Portal access shall be deemed binding on the Transmission System Operator with System Responsibility and the Market Participant in conjunction with signing the Framework Agreement or Cooperation Agreement on market role.

The Market Participant may decide to terminate its access to the Portal without prior warning. In addition to this, the Market Participant's access to the Portal shall end when this Framework Agreement or Cooperation Agreement ends.

## **12 Changes to terms and conditions**

The Market Participant shall accept changes to the Terms and Conditions of Portal Access that are needed to keep the Terms and Conditions up to date in relation to Gas Transmission rules in force at any given time.