

TERMS OF USE

1. General Provisions

1. These terms of use (hereafter – Terms) regulate the use of the common balancing zone of Latvia and Estonia (hereafter – Zone) IT platform (hereafter – Platform) and the use of personal data in the Platform. The Terms shall apply to any transmission system operator or network user operating within the Zone, who uses the Platform (hereafter – User).
2. The User shall automatically accept these Terms upon signing a Balancing agreement with a transmission system operator operating within the Zone.
3. The Platform has been created to facilitate communication between natural gas transmission system operators and network users within the Zone. The Platform enables a User representing a network user operating in the Zone to send and receive data related to the network user's balancing portfolio, including sending and receiving data related to:
 1. capacity booking;
 2. nominations and re-nominations;
 3. allocations;
 4. imbalance settlement;
 5. balancing services.
4. The processes supported by the Platform are described and implemented according to the Common Regulations for the Natural Gas Balancing of Transmission System and the Common Regulations for the Use of Natural Gas Transmission System (hereinafter the Common Rules) applicable in the Zone.

2. Access to the Platform

1. Access to the Platform is granted to Users with valid balancing agreements with a transmission system operator operating in the Zone, and transmission system operators operating in the Zone.
2. Operators of the Platform are transmission system operators AS “Conexus Baltic Grid”, Latvian registration No. 40203041605 (hereafter – Conexus) and Elering AS, Estonian registration No. 11022625 (hereafter – Elering). Conexus and Elering together are hereafter referred to as Operators, and each separately also an Operator.
3. Upon conclusion of a balancing agreement with an Operator, the User shall submit to that Operator a list of employees and other representatives, which will gain access to the Platform on behalf of the User (hereafter – Endusers).
4. The Operator shall grant the Endusers access to the Platform by creating personal accounts within 3 (three) business days of receiving the list of Endusers.
5. If the legal relationship giving grounds the Enduser representing the User is terminated, or if the User wishes to grant access to the Platform to additional Endusers, the User shall immediately notify the Operator with which it has concluded the balancing agreement. The Operator shall make relevant changes within 3 (three) business days of receiving the notice.
6. The use of the Platform is conditional upon Users granting consent to process their data, and Endusers consenting to processing of their personal data. Please familiarise yourself with the purpose of processing the data and with the contents and conditions of granting consent in section 3 of these Terms.

7. The User shall use the Platform in compliance with the User Manual published on the Platform, these Terms, the Common Rules of the Zone, and other applicable legal acts. The User shall ensure that its Endusers shall abide by these Terms, the User Manual of the Platform, the Common Rules of the Zone, and other applicable legal acts.
8. The User shall use the Platform only to the extent and for the objectives provided in Common Rules.
9. The Operators shall be entitled to unilaterally terminate an Enduser's access to the Platform without prior written notice in the following cases:
 1. the Enduser has violated these Terms, the User Manual of the Platform, the Common Rules of the Zone, or other applicable acts in the course of using the Platform;
 2. the Enduser threatens access to or security of the Platform and data contained therein;
 3. the Enduser has withdrawn consent to processing of its personal data on the Platform;
 4. the User has notified the Operator about termination of the legal relationship with the Enduser.
10. The Operators shall be entitled to unilaterally terminate a User's access to the Platform without prior written notice in the following cases:
 1. the User's balancing agreement has been terminated;
 2. the User has withdrawn its consent to data processing on the Platform;
 3. the User has violated these Terms, the User Manual of the Platform, the Common Rules of the Zone, or other applicable acts in the course of using the Platform;
 4. the User threatens access to or security of the Platform and data contained therein.

3. Processing of Data

1. The purpose of processing data in the Platform is to enable information exchange between transmission system operators and network users within the Zone through the Platform, and to enable identification of the Endusers, allowing access to the Platform, upon using the Platform and in case of any activities related to the use of the Platform.
2. The purpose of processing of data of Endusers on the Platform shall be to enable maintenance of a database of registered Endusers.
3. Personal data processed in the Platform shall have joint controllers: Conexus and Elering.
4. By agreeing to these Terms and using the Platform you, the User shall give consent to the Operators to process data to the following extent: to query, obtain, collect, save, use or otherwise process your data (including your personal data) collected via the Platform, and identification data of the Endusers.
5. The User shall ensure that its Endusers have been informed about processing of their personal data of the Platform and have given their consent to said processing prior to submitting the list of Endusers to the Operator.
6. In the Event of an Enduser withdrawing its consent to processing of its personal data on the Platform, the User shall immediately notify either the Operator with which it concluded a balancing agreement of same and request the the Endsuer's access to the Platform is termianted.
7. Pursuant to the procedure provided by legislation, the User has the right:

1. at any time, to view their data and to obtain information about how these data are processed;
 2. to require the correction of incorrect data; in accordance with the legislation, to require the deletion of data or restriction of the processing of personal data, or to raise an objection to the processing of such personal data;
 3. to withdraw their consent at any time, without it affecting the lawfulness of the processing carried out on the basis of the consent before the withdrawal;
 4. to stop the utilisation of the data, if the data are not processed in the manner provided for in the legislation and the these Terms.
8. The Endusers can exercise their data subject rights set out in regulation (EU) No. 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), by making a relevant request to the Operators.
9. The Operators consider it important to adhere to the principles and regulations of the processing of personal data, and wish to help and support the User in every way on questions regarding the processing of personal data arising during the use of the Platform, and to provide further explanations regarding the processing of data and on granting the present consent. In case of any questions, please contact Elering at balance.gaas@elering.ee or Conexus at bcgp-operations@conexus.lv
10. All requirements and limitations laid down in applicable legal acts shall apply to the processing of personal data collected through the Platform.
11. The consents granted in the Platform and any amendments to these consents shall take effect immediately.

4. Intellectual Property

1. The content of the Platform, including its design, text, graphics, images, logos, business names, trademarks and other intellectual property belongs to the Operators and/or their contractual partners, and a prior written consent from the Operators is required in order to use them outside of the Platform.
2. By enabling the Users and Endusers the use of the Platform, the Operators shall not extend the intellectual property rights to any individual regarding the materials contained in or published in the Portal.
3. It is not necessary to ask the Operators for permission in order to make extracts and notes within the limits of the free use provided for in the applicable legal acts, as well as for referring to the Platform in other web environments or portals.

5. Responsibility

1. The Operators are not responsible for the accuracy, integrity or relevance of the data published on the Platform, except as required by applicable legal acts. The Operators do not verify accuracy, integrity or relevance of data published on the Platform by persons other than the Operators.
2. The Users and Endusers must use the Platform in a secure and diligent manner, and ensure that the equipment used for accessing the Platform (e.g., computer, Smartphone, etc.) is secure.
3. The Users and Endusers shall maintain as secret data obtained from the Platform, except where disclosure of such data is required by applicable legal acts.

4. The User and Endusers undertake to maintain the confidentiality of the identification details of the Endusers required for logging in to the Platform, and shall be responsible for secure and reasonable use of the Platform authentication functionality.
5. If a User or an Enduser has reason to believe that third parties may have obtained access to the account of one or more Endusers, the User or the Enduser is obliged to immediately notify Conexus of this by email at bcgp-operations@conexus.lv. The User shall be responsible for any possible damage caused if the Platform is used by a third party that has gained access to the identification details of an Enduser associated with that User, as a result of the User's or Enduser's own actions or inaction.
6. The Operators reserve a right to unilaterally amend these Terms. The Operators shall notify Users of any important amendments of these Terms via e-mail and via the Platform.
7. The Users shall be notified at least three days in advance if due to maintenance or development works the work of the Platform is affected.
8. The Users shall be notified of implementation of new version(s) of the Platform at least three months prior to the implementation in case the update of the version affects the data exchange solution implemented at the Enduser side of the Platform.
9. The Operators shall not be liable for any damages caused by the operation of the Platform, if it was connected with circumstances which the Operators could not control and which the Operators could not predict (hereafter – Force majeure).

6. Final provisions

1. These Terms shall be interpreted and disputes relating to the use of the Platform shall be settled in accordance with legal acts of Latvia.
2. Issues pertaining to use of the Platform not covered by these Terms, the Platform User Manual or the Common Rules of the Zone, shall be governed by legal acts of Latvia.