GENERAL TERMS AND CONDITIONS FOR USING THE ESTFEED PLATFORM

These general terms and conditions regulate the use of the Estfeed data exchange platform. Estfeed has been created in order for the applications and data sources interfaced with the platform to be able to exchange data related to energetics in a secure and controlled manner. The aim of Estfeed is to help organisations and private individuals to organise their energy consumption in a more efficient way. These general terms and conditions are binding on the owners of all information systems already interfaced or to be interfaced with the Platform.

1. DEFINITIONS

The capitalised words in these terms and conditions are used in the following meaning:

Elering	is Elering AS (registry code: 11022625, registered address: Kadaka tee 42, Tallinn 12915).
Client	is a person who has concluded an ID Contract or an OD Contract with Elering.
Client Contract	is a contract between Elering and the Client which can either be a Contract for Incoming Data (ID Contract) or a Contract for Outgoing Data (OD Contract); both an ID Contract and an OD Contract can be concluded with the same Client.
Contract for Incoming Data (ID Contract)	is a contract, on the basis of which the Client transmits Data to the Platform. The ID Contract is one of the subcategories of the Client Contract.
Contract for Outgoing Data (OD Contract)	is a contract, on the basis of which the Client gets an access to the Platform and the Data. The OD Contract is one of the subcategories of the Client Contract.
Platform	is the data exchange platform Estfeed belonging to Elering; a reference to the Platform also means a reference to all the subsystems and Applications of the Platform, unless the context defines otherwise.
Technical Documentation of the Platform	is a collection of documents that describe the technical qualities of the Platform, requirements for the Clients joining the Platform, security requirements, data exchange protocols, and other technical requirements for the users of the Platform. The Technical Documentation of the Platform is a part of these Terms and Conditions and binding on the Clients. The current version of the Technical Documentation of the Platform is available at https://elering.ee/en/developers.
Data	is any kind of data that is exchanged by the Platform (including data about electricity or heat consumption).
Development works	are any kinds of development works that are carried out regarding the Platform, the Application, or the information system of the Data source in relation to the use of the Platform.
Application	is an IT application belonging to Elering or the Client, which requires to be interfaced with the Platform in order to work.

Terms and Conditions	are these general terms and conditions for using the Platform with all the annexes and amendments, including annexes and amendments that are established after concluding the Client Contract (including unilaterally by Elering), including the Technical Documentation of the Platform.
X-Road	is the data exchange layer X-Road for the information systems of the Republic of Estonia.
The X-Road Regulation	is Regulation No. 105 of the Government of the Republic of 23 September 2016 'Data Exchange Layer of Information Systems' (in its current valid version) or any other legal act that replaces or complements the X-Road Regulation.

2.   GENERAL PART

2.1.   **The mandatory nature of the Terms and Conditions**. Every Client undertakes to follow these Terms and Conditions, including the Technical Documentation of the Platform. The mandatory nature of the Terms and Conditions is not dependant on the conclusion of any written contract between Elering and the Client (including the conclusion of an ID Contract or an OD Contract). The Terms and Conditions are binding on all the persons who use the Platform in any way or have an access to the Platform or the Data for any reason. By using the Platform, the user agrees to these Terms and Conditions.

2.2.   **The Platform as a voluntary service that is free of charge.** Elering develops and manages the Platform voluntarily and free of charge. Therefore, the Clients need to take into consideration that the continuance, availability, extent, and quality of the services of the Platform is not guaranteed and can change every moment, and that Elering's possibilities to manage and develop the Platform are limited. The Clients who use the Platform in their business operations do so under their own risk and responsibility.

3.   COLLECTING AND USING DATA

3.1.   **Contract for Incoming Data**. A Client who wants to transmit Data to the Platform concludes a Contract for Incoming Data (**ID Contract)** with Elering, the form of which can be found in Annex 1 to these Terms and Conditions *(Contract for Incoming Data).* Elering has no obligation to conclude an ID Contract or receive Data and Elering can refuse to conclude an ID Contract or performing it at its discretion, e.g. in a situation where the conclusion or performance of such a contract would be in contradiction with the aims of the Platform, legislation, or the technical requirements of the Platform. Elering concludes an ID Contract either on its own initiative or upon a Client's proposal.

3.2.   **Transmitting Data to Elering and using the Data**. By concluding an ID Contract, the Client undertakes to transmit Data to Elering and Elering undertakes to use the Data in accordance with the Terms and Conditions. The composition of the Data, the frequency of its transmission and updating, and other appropriate questions are agreed upon in the ID Contract. Elering has the right to process and forward the Data received on the basis of an ID Contract to all the owners of Applications (or the end users of Data belonging to the target group of the Applications through the Applications), unless specified otherwise in a corresponding ID Contract. This right is for an indefinite period and also extends to such Applications that did not exist at the time of conclusion of a specific ID Contract or that have been developed or changed in comparison with the time of conclusion of a specific ID Contract. Furthermore, Elering has the right to make Data accessible to the administrator of X-Road in the extent that is required or inevitable in order for the Platform or an Application work in X-Road.

3.3.   **No cost for Data transmission.** The Client transmits all Data free of charge and carries all expenses related to the collection and transmission of Data (including Development Costs, as provided in clause 6.6).

3.4.   **Data format and the technical organisation of Data transmission.** Data is transmitted to Elering in the standard format established by Elering. The transmission of Data can take place on an ongoing basis or according to the queries transmitted by the Platform or via the Platform. Interfacing the Client's information system(s) that is/are the data source with the Platform as well as transmitting and receiving Data takes place according to the Technical Documentation of the Platform.

3.5.   **Client confirmations regarding the Data transmitted to Elering**. The Client confirms and undertakes to guarantee that the Data transmitted to Elering is correct and complete and the transmission of Data to Elering and its use in accordance with the Terms and Conditions is lawful and does not violate any right of any person. Elering has the right to presume that the Data is correct and complete and Elering is not obliged to confirm the correctness or completeness of the Data nor familiarise itself with the Data. Elering has the right to presume that the Client has the right to process and transmit the Data.

3.6.   **The use of Data by the Client**. The Client who receives Data via the Platform undertakes to guarantee that this Data will only be used to operate the Application(s) and the Data will not be made available to any person who does not belong to the target group of the Application nor used for any other purposes.

3.7.   **The legality of using and exchanging Data**. The Client undertakes to guarantee that (i) they have the right to use, transmit, receive, or in any other way process the Data available to them, (ii) the Data can be used for the purposes specified in the Terms and Conditions, and (iii) the entire data exchange that the Client participates in is in accordance with the valid legislation and other applicable conditions and does not violate the rights of any person. Upon the request of Elering, the Client shall immediately present Elering with the documents proving the right of use of the Data. The Client avoids any activities that might result in Elering failing to fulfil its obligation in relation to processing the Data or any other obligation.

4.   INTERFACING APPLICATIONS WITH THE PLATFORM

4.1.   **Application form**. A person who is developing or wants to develop an Application that uses Data accessible via the Platform shall submit an application form to Elering, the template of which is available at https://elering.ee/en/connecting-smart-grid-platform. Elering has the right to request additional information and documents from the applicant in order to assess the suitability of the Application both during the joining process and after it.

4.2.   **Joining process**. Upon receiving an application to join, Elering carries out the initial analysis of the Application and ascertains that on the first estimation, the Application meets the aims of the Platform, is technologically feasible, and provides the end user with sufficient added value. On the basis of the initial analysis of the Application, Elering shall inform the applicant within a reasonable time period whether Elering is willing to start interfacing the Application with the Platform and if the answer is positive, Elering shall make a proposal to the applicant to conclude an OD Contract

4.3.   **Contract for Outgoing Data**. A Contract for Outgoing Data (**OD Contract**) is concluded in the form that can be found in Annex 2 to these Terms and Conditions (*Contract for Outgoing Data)*. Elering has no obligation to conclude an OD Contract and Elering can refuse to conclude an OD Contract at its discretion, e.g. in a situation where the conclusion or performance of such a contract would be in contradiction with the aims of the Platform, legislation, or the technical requirements of the Platform. By

concluding the OD Contract, the joining process shall be deemed as completed and the process of interfacing the Application with the Platform will begin.

4.4. **Interfacing process**. After the conclusion of the OD Contract, Elering shall cooperate with the Client to interface the Application with the Platform. The Client undertakes to guarantee that the Application is in full compliance with the requirements provided in the Technical Documentation of the Platform. As a result of the interfacing process, the Application will become active; in the case of Applications intended for end users, it will be made available for the end user on the Platform. Elering has the right to terminate the interfacing process at any moment if Elering finds at its reasonable discretion that the Application does not meet the criteria provided in clause 4.2 or it is not possible or appropriate to interface it with the Platform. Upon the successful conclusion of the interfacing process, Elering guarantees the Client access to the Platform in a way that enables using, mediating, and processing the Data that is necessary for the Application to work.

4.5. **Use of Data**. The Client whose Application is interfaced with the Platform acknowledges that they are responsible for data processing in accordance with clauses 3.6 and 3.7. Furthermore, the Client undertakes to guarantee that if the Data includes personal data, then the processing of personal data by the Client and the persons authorised by the Client meets the requirements provided in legislation and acknowledges that the Client is responsible for the processing of personal data even if they have authorised other people to do that.

4.6. **Interfacing Data sources**. Interfacing Data sources (i.e. corresponding database or other systems intended for data transmission) with the Platform takes place after the conclusion of the ID Contract, simultaneously with the interfacing of the Applications.

5. PROCESSING PERSONAL DATA

5.1. **Obligation to notify**. The Client undertakes to notify Elering if the Data that they process via the Platform (i.e. transmit, receive, or use in any other way) is personal data and notify Elering of the person responsible for processing personal data. Otherwise, Elering has the right to presume that this is not personal data.

5.2. **Legality of processing personal data.** The Client processing personal data hereby confirms that they have fulfilled and are fulfilling the legislative requirements concerning processing and transmitting personal data, including the requirements set in the EU General Data Protection Regulation (Regulation No. 2016/679 of the European Parliament and of the Council) and the Personal Data Protection Act. Moreover, the Client confirms that they have a valid consent of the data subject or other lawful grounds to process personal data and transmit it via the Platform. A Client who processes personal data as a responsible processor confirms that they have the right to give the authorisation specified in clause 5.3. A client who processes personal data as an authorised processor confirms that they have an authorisation to process personal data from the responsible processor. Elering has the right to set minimum requirements to fulfil the obligations provided in this clause.

5.3. **Authorising Elering to process personal data**. A Client who is a responsible processor of the Data processed via the Platform authorises Elering to process personal data on the conditions set in Annex 3 *(Procedure for Authorised Processing of Personal Data)*. If it is necessary due to the specific nature of processed personal data, the way of processing the data, or other circumstances, Elering and the Client (or two Clients among themselves, if required by the situation) agree separately on the different conditions of authorisation for processing personal data.

5.4. **Authorisation between Clients to process personal data.** Unless a Client who is a responsible processor of the Data processed via the Platform and a Client who processes personal data on the behalf of this Client agree otherwise, the provisions of clause 5.3 are also applied to a

relationships between Clients (including the Procedure for Authorised Processing of Personal Data, whereas what has been provided for Elering shall be applicable to the Client who processes personal data on the behalf of a responsible processor).

5.5.   **Responsibility when processing personal data**. If a Client violates the rules of processing personal data and it results in any liability for Elering, the Client undertakes to compensate Elering for all expenses and damages arising from it.

6.   ONGOING ADMINISTRATION, DEVELOPMENT WORKS AND INTELLECTUAL PROPERTY

6.1.   **Security and uninterrupted work of the Client's information system and Application.** The Client guarantees the continuity, administration, development, and secure and uninterrupted operation of their information system and monitors the functioning of the information system to assess and manage risks as well as prevent and avoid incidents. For this, the Client implements data protection measures and appropriate material, organisational, and information technology-related security measures. In addition, the Client implements measures that guarantee data integrity, confidentiality, and availability in order to manage security-related risks. The owner of the Application has the same obligations regarding the Application, in addition to its own information system. Elering has the right to set minimum requirements to fulfil the obligations provided in this clause.

6.2.   **Input data**. Elering guarantees that Clients have access to the technical input data that is necessary to organise the collection, processing, or transmission of the Data to the necessary extent, first and foremost via the Technical Documentation of the Platform. If the input data made available by Elering is incomplete, contradictory, or insufficient, the Client has an obligation to notify Elering immediately. Elering is not held liable for any expenses or damages that may arise from submitting incorrect input data to the Client.

6.3.   **Elering's participation in Development Works**. Elering supports Clients regarding Development Works that are necessary: (i) to interface Data sources and Applications with the Platform, (ii) to collect and transmit Data, and (iii) for the Applications to work efficiently. Among other things, Elering allows access to necessary test environments and offers technical support. Clients nevertheless acknowledge that Elering's resources are limited and that Elering does not undertake to offer support during the Development Works at all times or to any extent. If the Development Works assume Elering's contribution (such as the development of new components or services of the Platform or changing the existing ones to a significant extent) that exceeds the time resource of the permanent staff working in the relevant department at Elering, Elering has the right to demand a reasonable fee from the Client for performing the Development Works, presuming that Elering has notified the Client of such a fee before performing the Development Works.

6.4.   **Prioritising certain Development Works**. Elering has the right to set working priorities for its employees and to establish an order for performing the works, basing this first and foremost on the interests of the Platform and the importance of relevant components to the end users of the Platform.

6.5.   **Changes and additional Development Works**. Elering has the right to request for the Client to make changes or additional developments in their information systems at any time (including both software and hardware), if such changes are necessary for the efficient work of the Platform, e.g. in relation to further developments of the Platform, changes in technical or legal requirements, implementation of additional security measures, or changes in the Technical Documentation of the Platform. Elering also has the right to request for the Client to make changes or additional developments at any time regarding such components of the Platform that are necessary only or mostly to perform the contract concluded with this Client. Elering has the right to stop receiving or transmitting Data or the work of Applications until the changes requested by Elering have been made. If the Client informs

Elering that they do not want to make the changes requested by Elering, Elering shall have the right to terminate the corresponding ID Contract or OD Contract.

6.6. **Expenses**. Clients carry all the expenses involved in using the Platform, including the expenses for the Development Works performed by the Clients. In no instance does Elering have an obligation to compensate the Client for the expenses they have carried, including cases when Development Works have become useless or unusable due to further developments of the Platform, changes in technical or legal requirements, or for any other reason.

6.7. **Intellectual property of the Platform**. All rights of the Platform belong to Elering. This also includes any intellectual property that is created over the course of the Development Works of the Platform, even if such Development Works are performed by a Client or a person authorised by a Client. The Client hereby surrenders any corresponding intellectual property rights to Elering free of charge and confirms that they have the right to surrender these rights.

6.8. **Licence to use the Platform**. By concluding an ID Contract or an OD Contract, Elering gives a common licence to the corresponding Client to use the intellectual property necessary for using the Platform. The common licence described in this clause is issued for an indefinite period, free of charge, and without any geographic limitations, but has been granted only for the following: (i) to transmit Data to the Platform or via the Platform or (ii) to develop and run an Application and make it available to the target group of the Application. The licence described in this clause is terminated upon the termination of the corresponding ID Contract or OD Contract.

6.9. **Intellectual property of the Client's information systems**. All rights to the Applications or information systems that the Client uses to transmit Data to the Platform or via the Platform belong to this Client.

6.10. **Licence to use the intellectual property of the Client**. By concluding an ID Contract or an OD Contract, the Client gives Elering a common licence to use the intellectual property necessary for the Platform. The common licence described in this clause is issued for an indefinite period, free of charge, and without any geographic limitations, but has been granted only for the following: (i) to receive, process, and transmit Data, (ii) to interface the Application or Data source with the Platform, or (iii) to maintain or develop the Platform and to develop and interface new Applications. If the corresponding ID Contract or OD Contract is terminated, the licence described in this clause shall be valid in the extent that is necessary for the maintenance and development of the Platform and for developing and interfacing new Applications.

7.   ONGOING SUPPORT

7.1. **Client support**. Elering gives the Client a free access to the client support service of the Platform, the aim of which is to give the Client an opportunity to notify Elering of any interruptions in the work of the Platform and provide the Client with information about using the Platform. The working hours and communication data of the client support service are made publicly available on the Platform website at estfeed.ee. Elering puts in reasonable effort to guarantee the availability of client support, but is not to be held responsible for any damage or expenses that might result from the fact that client support was unavailable. Elering does not provide client support for the end users of the Applications; providing such client support is the responsibility of the Client.

7.2. **The Client's obligation to notify**. The Client undertakes to notify Elering immediately of any problems and circumstances that affect or may affect Elering, another Client, X-Road, or another member of X-Road while performing their duties, including of any security incidents and direct threats of such, security issues, interruptions, problems with using the Platform or Data, changes in the

Application or the services provided through the Application or any intentions to change them, changes in the information submitted to Elering, and other such factors.

8.   X-ROAD

8.1.   **Different ways of using the X-Road**. Elering is a member of X-Road. The following is a description of three different ways that communication between Elering, X-Road, and the Client can happen:

   a)   Clause 8.2 describes a situation where the Client is a member of X-Road.

   b)   Clause 8.3 describes a situation where the Client is not a member of X-Road, but the information system of the Client is registered in X-Road as a subsystem of the Platform.

   c)   Clause 8.4 describes a situation where the Client is not a member of X-Road and the information system of the Client is not registered in X-Road as a subsystem of the Platform but the Client nevertheless receives Data via the Platform.

8.2.   **Client is a member of X-Road**. When the Client is a member of X-Road, these Terms and Conditions and the Technical Documentation of the Platform are applicable to the Client only to the extent to which the specific issue has not been regulated by the X-Road Regulation.

8.3.   **Client's information system is a subsystem of the Platform**. When there is an objective need for it and when Elering finds it necessary for the development of the Platform or achieving its goals, Elering can allow the registration of the Client's information system (e.g. the Application or the database that is the Data source) as a subsystem of the Platform within the meaning of the X-Road Regulation. In this case, the specific Client is completely responsible for the functioning of their information system as a part of X-Road and cooperates with Elering to perform the duties related to interfacing with X-Road.

8.4.   **Client is not a member of X-Road and their information system is not a subsystem of the Platform.** If the Client is not a member of X-Road and their information system has not been registered as a subsystem of the Platform, the Client's information system is interfaced with the Platform according to the Technical Documentation of the Platform. In this case, the Client's information system exists outside X-Road.

8.5.   **Mediating data services within the meaning of the X-Road Regulation.** In the cases presented in clauses 8.3 and 8.4 above, Elering acts as a 'mediator of a data service' within the meaning of the X-Road Regulation. It means that Elering allows a Client who is not a member of X-Road to have access to the Platform services. Additional rules are applicable to such access. The Client who is granted such access by Elering undertakes to follow the Procedure For Mediating X-Road Data Services, which can be found in Annex 4 to the Terms and Conditions (*Procedure For Mediating X-Road Data Services*). Considering that such mediation of data services happens in the interest of the Client, the Client to whom the data service is being mediated agrees to assume responsibility for all additional obligations that Elering has due to the mediation of data service, except for the cases when Elering violates its obligations consciously and intentionally. Should Elering have any liability arising from the mediation of a data service, the Client whose service was being mediated compensates for all the related costs and damages. Elering acts as mediator of data services in X-Road until 31 December 2020 and if the Client is not yet a member of X-Road themselves by that time, the Client's access to the services of the Platform provided via X-Road is terminated on that date. This does not affect the validity of any other agreements between the Client and Elering. Elering has the right to unilaterally extend the aforementioned due date.

8.6.   **Transmitting information to X-Road**. The Client acknowledges that in certain cases, Elering has the obligation to transmit data that is necessary for the Platform to operate to the administrator of

X-Road (Information System Authority). Among other things, Elering is obliged to register all the Platform services that are provided via X-Road in the X-Road, including the service descriptions and the principles of providing the service. The Client gives Elering the permission to submit such data to the administrator of X-Road that derive from interfacing a subsystem of the Platform or the Client's information system with X-Road and fulfilling the requirements of using X-Road. The Client undertakes to cooperate with Elering to the extent necessary to guarantee the fulfilment of the requirements of X-Road, including performing additional Development works, preparing documents, implementing necessary security measures, etc.

8.7. **Authorised users**. The Client who participates in data exchange via X-Road provides Elering with a list of persons who have access to the information system that is interfaced with the Platform (authorised users); the list is provided on the form found in <u>Annex 5</u> (*Authorised users)*, where the procedure for adding and changing authorised users and managing their user rights is also specified, in addition to other data on the form. The Client undertakes to guarantee that the access to the information systems interfaced with the Platform is only granted to the listed authorised users and only in accordance with the security measures provided in the Technical Documentation of the Platform (including authentication and authorisation).

8.8. **Authenticating the Application users.** A Client whose Application allows access to personal data or other Data that is not public data and that has been received via X-Road or in any other way undertakes to guarantee that in order to get access, the users are authenticated and authorised by using a certificate that allows authentication and authorisation (ID-card, mobile-ID, Smart-ID, bank link, or any other solution with an equal level of security). Parties can also agree on authentication and authorisation via a third party.

8.9. **Expenses**. The expenses of interfacing the Platform with X-Road as well as developing and administrating the Platform are carried by Elering, considering the specific conditions provided in clause 6.3. If there are user authentication costs related to the Application regarding which Elering shall have a payment obligation to the administrator of X-Road, Elering has the right to require such costs to be compensated by the specific Client.

9. CONTRACT TERMS AND TERMINATION

9.1. **Terms**. Unless agreed otherwise in the ID Contract or OD Contract (hereinafter both referred to as **Client Contract**), every Client Contract is concluded for a 5-year period.

9.2. **Regular renewal**. A Client Contract is renewed automatically for a next 5-year period on the same conditions, unless either party has notified the other party at least 3 months before the expiry of the Contract of their wish of not wanting to renew the contract.

9.3. **Regular termination**. Both contract parties have the right to terminate the Client Contract by notifying the other party at least 6 months in advance.

9.4. **Extraordinary termination by Elering**. Elering has the right to terminate the Client Contract under extraordinary circumstances or temporarily refuse to perform the Client Contract by notifying the Client thereof, whereas in the case of extraordinary termination, Elering has no obligation to follow any notification periods, if:

9.4.1. The Client violates the Client Contract, including these Terms and Conditions;

9.4.2. Elering finds that the security or interrupted work of the Client's information system or the Application or the permissibility and legality of data exchange (including the protection of processed personal data or other Data) is not guaranteed;

9.4.3. Elering finds that the performance of the Client Contract or any related activity damages the intellectual property rights or any other rights of Elering, another Client, or any other third party;

9.4.4. Using the Platform or interfacing it with the Application or the information system of the Data source or performing the Client Contract becomes impossible due to circumstances not caused by Elering or due to Platform developments;

9.4.5. Any part of the Data transmitted to Elering by the Client turns out to be incorrect or inaccurate or Elering has the reason to assume that any part of the Data is incorrect or inaccurate.

9.5. **Extraordinary termination by the Client**. The Client has the right to terminate the Client Contract under extraordinary circumstances or temporarily refuse to perform the Client Contract by notifying Elering in case Elering seriously violates the Client Contract, including these Terms and Conditions, and does not eliminate the violation in 30 days after the Client has sent a corresponding notification, whereas in case of extraordinary termination, the Client has no obligation to follow any other notification period.

10. AMENDING THE TERMS AND CONDITIONS

10.1. **Elering's right to unilaterally amend the Terms and Conditions**. Elering has the right to unilaterally amend the Terms and Conditions (including their Annexes) and the Technical Documentation of the Platform, which is part of the Terms and Conditions, without the Client's agreement.

10.2. **Procedure for amendment**. Elering publishes the new version of the Terms and Conditions and a notification about the amendment of the Terms and Conditions on its website and notifies the Client of the amendment via e-mail. The information about the amendment and the new version of the Terms and Conditions shall 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 its publishing if the amendment is necessary to avoid a violation of requirements arising from legislation or established by a competent authority, or to cover a significant security risk. There is no need to notify the Client of the amendments to the documents annexed to the Terms and Conditions or the Technical Documentation of the Platform, as such documents are updated on an ongoing basis and their current version is published on the website of the Platform.

10.3. **Client's right of termination upon amendment of the Terms and Conditions.** If an amendment in these Terms and Conditions has a detrimental effect on the Client's rights and responsibilities and the Client does not agree to the amendment made in the Terms and Conditions, they have the right to terminate the Client Contract by notifying Elering thereof in writing within 30 days starting from the date the notification regarding the amendments was published. The termination enters into force 15 days after the notification was sent. Terminating the Client Contract does not exempt the Client from performing their obligations until the termination, whereas the prior Terms and Conditions are applied to the Client regarding the performance of these obligations.

11. FINAL PROVISONS

11.1. **General limitations of liability**. Elering's obligations in relation to guaranteeing access to the Platform and the work of the Platform are limited to the obligations set in the Terms and Conditions, whereas Elering does not take any other obligations regarding the Platform towards the Client. Elering as the owner of the Platform acts only as the mediator of Data and assumes no responsibility for the correctness, usability in an Application, integrity, or quality of the Data. Neither is Elering responsible for the use of Data being legal or in conformity with the law. Elering is not responsible for any interruptions in the work of the Platform that are caused by any third party, including interruptions in X-Road or in the Client's systems.

11.2.   **Responsibility for the services of the Platform**. Every Client (especially Clients who use the Platform in their business operations with the aim of making a profit) acknowledges the nature of the Platform as a service offered voluntarily and free of charge, as described in clause 2.2 of the Terms and Conditions, and agree that Elering is not in any case responsible for any kinds of damages (including unreceived income) that might occur with the use of the Platform, including in cases where the Platform service in terminated, changed, is unavailable, or does not meet the Client's expectations or the applicable or presumable quality requirements.

11.3.   **Notifications**. All notifications between Elering and the Client that are set in this Contract shall be sent to the other party in a form enabling written reproduction and to the e-mail addresses set in the header of the Client Contract, unless provided otherwise in the Terms and Conditions.

11.4.   **Surrender**. The Client and Elering have no right to surrender any rights or claims arising from the Client Contract nor transfer obligations arising from the Client Contract without the consent of the other party of the Client Contract, except for Elering's claims arising from the Client's payment obligation that Elering has the right to surrender without the consent of the Client.

11.5.   **Applicable law**. The law of the Republic of Estonia is applicable to the Client Contract and these Terms and Conditions.

11.6.   **Solving disputes**. Any disputes arising from the Client Contract or these Terms and Conditions are solved in the court of first instance in the Kentmanni Courthouse of the Harju County Court.

11.7.   **Language**. These Terms and Conditions and any other documents related to the Platform have been prepared in Estonian. English versions are made available only for convenience. In the case of any contradictions, the Estonian version of the specific document takes precedence.

Annexes to the Terms and Conditions and other related documents

No. of Annex	Title	Aim	Availability
1	Form of the Contract for Incoming Data	The person joining the Platform (both the Client transmitting the Data and the Client using the Data) shall conclude a Client contract with Elering in the form found either in Annex 1 or Annex 2. One Client can simultaneously have both an ID Contract and an OD Contract.	Annexed to this document
2	Form of the Contract for Outgoing Data		
3	Procedure for Authorised Processing of Personal Data	When a Client transmits or receives personal data (e.g. personalised data about places of consumption), increased requirements apply. Some of these are listed in Annex 3. Additionally, requirements set in the EU General Data Protection Regulation (Regulation No 2016/679 of the European Parliament and of the Council) and the Personal Data Protection Act are applicable.	
4	Procedure For Mediating X-Road Data Services	If a Client is not a member of X-Road, Elering is considered as a 'mediator of a data service' in respect to this Client, i.e. Elering allows a person outside X-Road an access to the Platform located in X-Road. There are increased requirements applicable to the mediation of data service. Some of them are listed in Annex 4. The X-Road regulation is also applicable.	
5	Authorised users	Every Client has to provide Elering with information about users who have the right of access to the Platform. The data that is to be submitted to Elering is listed in Annex 5, which also includes a form for submitting the data.	
n/a	Technical Documentation of the Platform	The technical features of the Platform, requirements for the Clients' information systems and Applications, and other technical details are listed in the Technical Documentation of the Platform, which is constantly updated and complemented.	https://elering.ee/en/developers
n/a	Application form	A Client who wants to interface an Application with the Platform has to submit an application form. The application form lists the data that has to be submitted to Elering and also includes a form for submitting the data	https://elering.ee/en/connecting-smart-grid-platform