

**REMIT UMM Services**

# **General Terms**

**Nord Pool AS**

## GENERAL TERMS FOR REMIT UMM SERVICES

### 1. BACKGROUND

Nord Pool offers regulatory reporting Services to energy market participants enabling the market participants to publish and receive urgent market messages in accordance with the Transparency Regulation and REMIT article 4.

The published messages will also be made available in a read-only mode on the Nord Pool Website and by other means.

These General Terms shall govern the provision and use of the Services.

### 2. DEFINITIONS

Capitalised terms shall, when used herein and elsewhere in the Agreement, have the meaning ascribed to them below:

**ACER** means the Agency for the Cooperation of Energy Regulators, as established through Regulation 713/2009 of the European Parliament and the Council of 13 July 2009.

**Agreement** means in relation to each Service, the agreement (including these General Terms and the relevant Service Schedule) that is entered into between Nord Pool and the User when (i) the User uses the relevant Service or, (ii) if relevant, when Nord Pool approves the User's signed application form for a Service (whichever is the earlier).

**Business Day** means a day (other than a Saturday or Sunday) on which commercial banks in Norway are open for general business and interbank transactions.

**Business Hours** means Business Days between 08:00 and 16:00 CET.

**Contact Person** means a natural person who shall be authorised to represent the User in relation to the Agreement or an individual Service.

**Data Recipient** means the platform and/or entity (other than Nord Pool) to which Nord Pool shall deliver or make available the relevant User Data (in a derived format where applicable) to perform a Service.

**Fee Schedule** means the Data and Reporting Service Fee Schedule published on the Nord Pool Website, setting out the at any time applicable

fee(s) and terms of payment and invoicing for each Service.

**Force Majeure** is defined in clause 10.3.

**General Terms** means these general terms for REMIT UMM services, as displayed on the Nord Pool Website, and as may be amended from time to time.

**Nord Pool** means Nord Pool AS, a Norwegian limited liability company with corporate registration number 919 585 099 (Norway), and with its registered business address at Lilleakerveien 2 A, 0283 Oslo, Norway.

**Nord Pool Facility** means either the User Portal, any Service Interface and/or the Nord Pool Website.

**Nord Pool Website** means the web contents on <http://nordpoolgroup.com/>, insofar as it relates to the Agreement or the Services.

**Party** means either Nord Pool or the User. "**Parties**" shall be construed accordingly.

**REMIT** means EU regulation no. 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency.

**Service** means any of the individual services which the User subscribes to under the Agreement, as specified in the Service Schedules. The term "**Services**" shall be construed accordingly.

**Service Hours** means the hours during which each Service shall normally be available, as set out in the respective Service Schedule, excluding any planned maintenance.

**Service Interface** means the system which is used for the acceptance and publication of market messages in relation to each Service, as specified in the Service Schedule.

**Service Period** means the period between the Service start date, as specified for each Service, and the date on which the Service effectively terminates.

**Service Schedule** means a schedule issued by Nord Pool specifying the contents of and, if applicable, any special terms and conditions applicable to, a Service. The term "**Service Schedules**" shall be construed accordingly.

**Support Hours** means the regular hours during which support services are offered by Nord Pool

for any particular Service, as set out in the Service Schedule.

**Support Service** means Nord Pool's manually operated support service (helpdesk) which can be reached during Support Hours at such contact details as are set out in the relevant Service Schedule and/or on the Nord Pool Website.

**Third Party Data** means data provided by the User on behalf of and relating to a third party.

**Third Party Reporting** means the use of a Service by the User for the purpose of reporting Third Party Data.

**Transparency Regulation** means EU Regulation No. 543/2013 of the European Parliament and of the Council on submission and publication of data in electricity markets.

**User** means the entity who accesses the Services for the purpose of publishing and reading urgent market messages.

**User Data** means the messages concerning the User which the User publishes through the Service, and includes Third Party Data where the User performs Third Party Reporting.

**User Portal** means a web-based interface made available by Nord Pool, in which the User can administer information relating to its account and perform certain communications with Nord Pool.

### 3. PARTIES TO AND SCOPE OF AGREEMENT

These General Terms shall govern all Services performed by Nord Pool for the User, and any matters arising out of Nord Pool's provision of the Services for the User.

The General Terms, together with the Service Schedules, set out the terms on which each Service is offered to the User. The User is deemed to accept the terms and conditions for each Service when accessing or taking the relevant Service into use on Nord Pool's Facilities or, as the case may be, when applying for a Service by way of an application form.

A Service Schedule may set out special conditions for the relevant Service. To the extent there is a conflict between the General Terms and a Service Schedule, the latter shall prevail.

### 4. SUBSCRIBING TO OR ACCESSING THE SERVICES

Users who trade on Nord Pool's platform may take the relevant Service into use by accessing the Service through the Nord Pool Website. Other Users may subscribe to Services by using such agreement forms and/or means of communication as Nord Pool may prescribe from time to time through information on the Nord Pool Website.

The date the User accesses the Services for the first time or, if relevant, the date Nord Pool confirms the User's subscription (if earlier) will hereinafter be considered the start of the Service Period.

### 5. RIGHTS AND OBLIGATIONS OF USER

The User is granted a non-exclusive and non-transferable right to access and use the relevant Nord Pool Facilities in relation to each Service, subject to payment of the relevant fees (if any) in accordance with the Agreement.

The User is solely responsible for

- a) the availability, functionality, operation and use of all other facilities needed to access and use the Nord Pool Facilities, including any telecommunication lines, hardware equipment, operating platforms and other software;
- b) the correctness, completeness, timeliness and format of User Data and any other information needed in order for Nord Pool to perform a Service, and that such information meets the requirements needed for each Service;
- c) any legal arrangements such as registrations, authorisations, licenses, agreements, custom identification details or similar between the User and third parties that are required for the User's use of the relevant Service or for Nord Pool to perform the Service for or on behalf of the User.

The User shall provide Nord Pool with all information necessary for Nord Pool to perform the relevant Service for or on behalf of the User (including updates to such information where applicable). The User is solely responsible for any communication with any third parties unless explicitly included in the relevant Service Schedule.

Additional rights and obligations for the User may follow from individual Service Schedules.

## 6. NORD POOL'S RIGHTS AND OBLIGATIONS

Nord Pool shall perform the relevant Service during the Service Period in accordance with the Agreement.

Nord Pool shall not be obliged to verify, correct, or otherwise check the User Data.

Nord Pool will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of the Nord Pool Facilities at all times, and to provide the User with reasonable notice of planned system outages and other matters affecting use or access to the Service, but will not be responsible for

- a) any suspension, interruption, temporary unavailability or fault occurring in the provision of the relevant Nord Pool Facility provided that Nord Pool has not acted with gross negligence in connection therewith;
- b) any loss or damage whatsoever and howsoever caused arising in connection with the use of information or services acquired or accessed by the User through use of the Service howsoever;
- c) any loss or damage incurred as a result of the malfunction, instability or unavailability of systems, equipment or services delivered by third parties or other circumstances for which Nord Pool is not responsible, including Force Majeure and the unavailability of the Data Recipient;
- d) the further processing of, or failure to process, any data following Nord Pool's provision of such data to a Data Recipient in accordance with the terms for the relevant Service.

Nord Pool will endeavour to perform all maintenance work to the Nord Pool Facilities outside of Business Hours, and shall give the User prior notice of any planned maintenance which may affect the Service. Nord Pool may also set regular maintenance periods for each Service, during which the Service and/or the relevant Nord Pool Facility may not be available.

Nord Pool shall provide reasonable Support Services as described in the Service Schedules. All Support Services are provided on an "as available" and "reasonable effort" basis.

Additional rights and obligations for Nord Pool may follow from individual Service Schedules.

## 7. USE OF NORD POOL'S FACILITIES

All access to and use of the Nord Pool Facilities shall be in accordance with the instructions guidelines provided on the Nord Pool Website. Changes in these guidelines are announced through the Nord Pool Website.

The functionality of the Nord Pool Facilities is limited to such functionality as Nord Pool decides to make available at any given time, and may change from time to time.

The User shall ensure that any persons acting on behalf of the User are properly authorised to do so and acquainted with the relevant Nord Pool Facility prior to use, and any subsequent changes to it.

The User shall not use Nord Pool Facilities to distribute or transmit material that is illegal or which may be considered offensive.

The User shall ensure that those parts of its software and equipment that are used to connect with a Nord Pool Facility comply with the requirements to connect to the relevant Nord Pool Facility and Service (as may be amended from time to time), and is solely responsible for the functionality, availability and use of all facilities which Nord Pool does not provide.

The User shall ensure that any log-in credentials provided by Nord Pool for the User to use a Nord Pool Facility (such as user names, passwords or tokens) are treated confidentially, used only for the intended purpose and in connection with the relevant Service, and that adequate security measures are in place at the User's facilities to prevent unauthorised access or use. The User is strictly liable for all use of any credentials registered to the User until Nord Pool, following the written request of the User's Contact Person, has confirmed in writing that the relevant credentials have been disabled.

The User shall use reasonable endeavours to ensure that any software and hardware it uses to connect to a Nord Pool Facility is free from any computer viruses or similar malicious code.

If Nord Pool at any time has reason to believe that the User's use of a Nord Pool Facility is causing a security threat to Nord Pool or other users, or is affecting Nord Pool or other customers' use of the relevant Nord Pool Facility in an adverse and unusual manner, Nord Pool may disconnect and/or suspend the User from the relevant Nord Pool Facility, provided that Nord Pool shall immediately inform the User thereof.

## **8. THIRD PARTY REPORTING**

Third Party Reporting is subject to the following conditions:

- a) the Service and applicable law allows for the relevant Third Party Reporting activity;
- b) the third party fulfils all criteria for use of the relevant Service, including any registration requirements etc., and that the User has procured all necessary consents and authorisations from the third party to perform Third Party Reporting;
- c) the Third Party Reporting takes place in connection with and as an ancillary activity to the User's regular business activities with the third party;
- d) no contract or other legal relationship shall be deemed to exist between Nord Pool and the third party, or arise out of Third Party Reporting;
- e) the User shall remain solely liable towards the third party for the Third Party Reporting and shall indemnify Nord Pool for any and all claims from third parties arising out of Third Party Reporting;
- f) the User shall pay the fees arising out of Third Party Reporting; and
- g) Nord Pool will only communicate with the User in relation to Third Party Reporting and the User shall be responsible for any communications with the third party.

## **9. FEES, INVOICING AND PAYMENT**

The User shall pay Nord Pool a fee for the Services in accordance with the Fee Schedule. Invoicing and payment shall take place according to the invoicing and payment terms set out therein.

Nord Pool has the right to suspend one or more Services to the User after a ten (10) calendar days' written notice, without liability to the User and without affecting the fees payable, in case the User does not pay its fees when due.

## **10. BREACH OF CONTRACT**

### **10.1 Errors in a Service**

The User shall give Nord Pool immediate written notice in case of errors in the Service and allow Nord Pool a reasonable time for correcting any errors within Business Hours. The User shall have no further claims towards Nord Pool in case

an error is corrected within such remedy period.

### **10.2 Limitation of liability**

The liability of Nord Pool under the Agreement shall be limited to cases of gross negligence and/or willful misconduct. Nord Pool liability towards the User for any twelve (12) month period shall be limited to the fees actually received by Nord Pool from the User for the relevant Service during the preceding twelve (12) months.

Except as explicitly set out herein neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under the Agreement. Neither Party shall be entitled to hold the other Party's group companies, officers, employees or contractors liable for any breach by the other Party of the Agreement.

### **10.3 Force Majeure**

Neither Party shall be liable for any loss or damage in respect of any failure on its part to perform any of its obligations under the Agreement if Force Majeure prevents the performance of its relevant obligations, nor shall this be deemed a breach of contract by that Party.

"Force Majeure" means the occurrence of an event which (i) is outside the reasonable control of the affected party and (ii) which prevents such party from performing one or more of its obligations under the Agreement, provided that (iii) such event or the impact of such event on the party's performance of relevant obligation(s) could not reasonably have been overcome or have been prevented by such party within the time allowed for performance of the relevant obligation(s).

A Party wishing to invoke Force Majeure must give the other Party notice as soon as possible and give the other Party such other information as the other Party may reasonably request in connection therewith.

## **11. INTELLECTUAL PROPERTY RIGHTS**

The intellectual property rights of all contents of the Nord Pool Website, including but not limited to any copyrights, databases (whether or not protected by law), trademarks and designs, are the exclusive property of Nord Pool, or the third party credited as the provider of the contents. Any use of the content contained or provided through such website, except as specifically permitted by these General Terms, is strictly prohibited.

The User may download, store and use the contents of the Nord Pool Website for use in connection with trading on the Nord Pool markets, and for analysis or research purposes, provided that all trademark, copyright and other proprietary notices are kept intact. The User may not republish, retransmit, re-distribute or otherwise make the contents of the Nord Pool Website available to any other party or make the same available on any website, on-line service or bulleting board of the User or any other party, or in hard copy of any other media without the express written consent of Nord Pool.

Automatic extraction of data or other usage that reduces the performance of the Nord Pool Website is not permitted. Any such extraction or usage may lead to the User being blocked from the Nord Pool Website without further notice.

Nord Pool warrants to the User that it has all intellectual property rights necessary to perform the Services and to grant the User access to and use of the Nord Pool Facilities in accordance with the Agreement.

## **12. CONFIDENTIALITY**

The Parties shall keep information received about each other and their business confidential, unless the receiving Party has received or receives such information without a duty of confidentiality, or such information has fallen into the public domain, or is required to be disclosed by virtue of law.

The duty of confidentiality shall not prevent Nord Pool from disclosing any information to the Data Recipient as necessary to perform the Service. Nord Pool may furthermore disclose confidential information to any person or contractor engaged by Nord Pool in performing the Service, provided that such person or entity is subject to a duty of confidentiality substantially corresponding to that of Nord Pool.

## **13. TERM AND TERMINATION**

A User may terminate the Agreement, and any individual Service, at any time upon thirty (30) days prior written notice.

Notwithstanding the above, Nord Pool may terminate any individual Service by shorter notice if circumstances beyond the reasonable control of Nord Pool makes further provision of the Service by Nord Pool illegal, impossible or significantly more burdensome or costly than Nord Pool had reason to expect.

A User or Nord Pool may terminate the relevant Agreement by written notice to the other Party if the other Party fundamentally breaches its

obligations and such fundamental breach is not remedied within ten (10) days from written notice thereof from the non-defaulting Party.

Termination shall not affect rights or obligations accrued at the time of termination. Any provision of the Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

## **14. MISCELLANEOUS**

### **14.1 Amendments**

Nord Pool shall be entitled to amend these General Terms and any individual Service Schedule unilaterally with at least thirty (30) days prior written notice to the User, or such shorter period as may be necessary due to circumstances outside the control of Nord Pool. The User is deemed to accept any such amendments through its continued use of the relevant Service. The amended documents will be made available on the Nord Pool's website.

### **14.2 Communications**

Written communications between the Parties shall be in English unless the Parties agree to another language.

Any notice to be given in writing under the Agreement may be sent by either e-mail to the Contact Person of the other party, or through the User Portal, or through the Service Interface.

Nord Pool may deliver operational messages relating to the Services through the Nord Pool Website, including information about maintenance periods and amendments of the General Terms and/or any Service Schedule.

The Contact Person is authorised to represent the User in any and all matters arising out of the Agreement. This shall not however limit the authority of other persons (if otherwise duly authorised) to represent the User.

### **14.3 User Details**

The User represents that the User details and details concerning any third parties that are relevant for Nord Pool to perform the Services, including all contact information, are updated, true and accurate at all times, and that Nord Pool shall not be obliged to perform any independent verification of any such information.

The User may at any time amend its own details, including the Contact Persons, by written notice to Nord Pool or through such other means as Nord Pool may allow from time to time.

#### **14.4 Assignment**

The Agreement is not assignable without the consent of the other Party, such consent not to be unreasonably withheld or delayed.

Notwithstanding the above, Nord Pool may by notice to the User assign, transfer or novate its rights under the Agreement to any company within the same group of companies as Nord Pool and to any entity which acquires, through share or asset acquisition, business amalgamation or otherwise, the substantial business of Nord Pool relevant to its performance under the Agreement.

#### **14.5 Additional services**

To the extent Nord Pool provides additional or appurtenant services to any Service (i.e. that are not within the regular scope of a Service) then all such services are provided strictly on a "reasonable effort", "as available" and "as is" basis, and Nord Pool may require additional fees for the performance of any such services.

### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

Unless as otherwise agreed in writing with Nord Pool, the governing law of the Agreement depends on where the User is incorporated at the time of entering into the Agreement:

For Users that are incorporated within the United Kingdom, the Agreement and any issues arising out of it shall be governed by English law, and any disputes arising out of the Agreement which cannot be settled amicably following negotiations between executive officers of the Parties shall be settled through arbitration in London, England, in accordance with the UNCITRAL Arbitration Rules.

For all other Users, the Agreement and any issues arising out of it shall be governed by Norwegian law, and any disputes arising out of the Agreement which cannot be settled amicably following negotiations between executive officers of the Parties shall be settled through arbitration in Oslo, Norway, in accordance with the Norwegian Arbitration Act.

In all cases the arbitration proceedings shall be conducted in the English language and the proceedings and the verdict shall be confidential.

**TRANSPARENCY REPORTING TO ENTSO-E**

<b>Name of the Service</b>	Service 1A: Reporting of data under the Transparency Regulation to ENTSO-E
<b>Service Description</b>	Publishing of data on Nord Pool web page and reporting to ENTSO-E according to Transparency Regulation
<b>Technical Requirements</b>	Access to Nord Pool Website
<b>Other Requirements</b>	Authorisation to log on to specific User account
<b>Data Recipient</b>	ENTSO-E
<b>Service Interface</b>	REMIT UMM
<b>Service Hours</b>	00:00-24:00 CET all days (24/7/365).
<b>Support Hours</b>	00:00-24:00 CET all days (24/7/365).
<b>Reporting Frequency</b>	Continuously
<b>Terms and conditions</b>	Subject to the REMIT UMM General Terms
<b>Notes</b>	N/A



**REMIT ARTICLE 4 REPORTING TO ACER**

<b>Name of the Service</b>	Service 1B: REMIT Article 4 reporting to ACER
<b>Service Description</b>	Publishing of data on Nord Pool web page and reporting to ACER according to REMIT
<b>Technical Requirements</b>	Access to Nord Pool Website
<b>Other Requirements</b>	Authorisation to log on to specific User account
<b>Data Recipient</b>	ACER
<b>Service Interface</b>	REMIT UMM
<b>Service Hours</b>	00:00-24:00 CET all days (24/7/365).
<b>Support Hours</b>	00:00-24:00 CET all days (24/7/365).
<b>Reporting Frequency</b>	Continuously
<b>Terms and conditions</b>	Subject to the REMIT UMM General Terms
<b>Notes</b>	N/A