



Terms and conditions for use of Energinet Online

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CLAUSE PARAMOUNT

These Terms and Conditions for use of Energinet Online is subject to the version of General Terms and Conditions for Gas Transport applicable at any time.

1. Parties to these Terms and Conditions for use of Energinet Online

These Terms and Conditions for use of Energinet Online applies for Energinet as provider of the portal as well as the employee (hereinafter; The user) of the Shipper or Player granted access to Energinet Online and its functionalities by the Shipper or Player with a Shipper Framework Agreement with Energinet Online.

2. Purpose and scope

Energinet has set up a self-service portal (Energinet Online), which may be used by Shippers in the Danish Gas Market in accordance with the General Terms and Conditions for Gas Transport, the Online Access agreement applicable at any time and the terms and these Terms and Conditions for use of Energinet Online.

By accepting these Terms and Conditions for use of Energinet Online the User will obtain access to Energinet Online on behalf of the Shipper who have granted the User the access.

Depending on the role assigned to the User by the Shipper the User will be able to:

access Capacity Agreements related to the awarded Capacity at the Entry and Exit Points at Ellund, Joint Exit Zone, North Sea Entry, RES Entry (all marketed at PRISMA) and Faxø (marketed at GSA)

nominate and renominate Natural Gas for delivery and re-delivery at RES Entry, GTF-, Storage-, ETF Entry and Exit Points and Joint Exit Zone; and

access various information regarding the Shipper's Capacity, Credit utility, Shipper Codes, Master Data etc.

3. Definitions

Unless otherwise expressly stated, the definitions in the General Terms and Conditions for Gas Transport also apply to these Terms and Conditions for use of Energinet Online

Capacity User means the User authorised by the Shipper to enter contracts, transfers etc. and access various information as set forth in clause 2.

Shipper Administrator means a User authorised by the Shipper to create and update the company's Player Relationships and Master Data, see appendix 6 to General Terms and Conditions for Gas Transport, Online Access Agreement. The Shipper Administrator shall also update his own personal data such as change of email address etc. Furthermore, the Shipper Administrator can give access to other users. The full legal responsibility is on the Shipper.

Nomination User means a User authorised by the Shipper to nominate and renominate Natural Gas and access various information as set forth in clause 2.

Online Access Agreement means Appendix 6 to General Terms and Conditions for Gas Transport, Online Access Agreement and its appendices.

4. Authorisation of Users

By filling in the names, titles, email addresses and mobile phone numbers of the Users the Shipper administrator can grant access to the Users who should be granted access to Energinet Online on behalf of the Shipper.

The Users shall be employed by the Shipper at all times. Thus, the Shipper shall promptly delete any user who is no longer employed by the shipper.

5. Access and security

Once a User have been granted access to Energinet Online by the Shipper Administrator the User will receive an email notification from Energinet containing guidance on how to logon and access the Energinet Online portal.

The User access is strictly personal and shall not be shared with anyone. Should there be any suspension of any unauthorized use of the User access the User or the Shipper is obligated to contact Energinet immediately so that Energinet can close the User access.

6. Limitations to Energinet Online

Energinet may add or remove information or services available through Energinet Online or limit the Shipper's use of the services. Energinet shall use its best endeavour to give the Shipper 30 Days' prior notice before implementing any changes or limitations. Limitations may include restrictions to the types of transactions etc. as set forth in clause 2.

7. Limited Liability of Energinet

Energinet is only liable for any loss incurred by the Shipper from using Energinet Online if such loss is due to material negligence on the part of Energinet, and the Shipper has informed Energinet of the problem behind such loss without undue delay. Furthermore, the provision under clause 22 (termination and liability) under the General Terms and Conditions for Gas Transport shall apply.

Furthermore, Energinet cannot be held liable for the completion of any orders, transfers, Nominations etc. or acceptance of Player Relationships placed by using Energinet Online. Thus, the Shipper shall continuously monitor their users access rights, whether orders, transfers, Nominations etc. as set forth in clause 2. In case the Shipper discovers any problems with orders, transfers, Nominations etc. or incorrect acceptance of Player Relationships, the Shipper shall immediately contact Energinet for assistance. Energinet is not obligated to assist the Shipper if the Shipper has not reported a problem without undue delay or if the commencement time of the relevant orders, transfers, Nominations and accepted Player Relationships etc. has lapsed.

Notwithstanding the above, Energinet cannot be held liable for loss due to unavailability or lack of access to Energinet Online or damage to any data stored through Energinet Online regardless of whether Energinet or any third party is responsible for the operation of Energinet Online.

8. Shipper's Liability

The Shipper and the Users are responsible for the confidentiality and use of the User access. Thus, the Shipper shall cover any loss incurred by Energinet or any other Shipper, Distribution company or Gas Supplier in the Danish Gas System caused by the improper use of the User access. However, the Shipper shall not be liable for any loss occurring after the Shipper or the User in accordance with the procedures set forth in clause 10 below has informed Energinet that the User access must be suspended if such loss is due to the improper use of Energinet Online after the Shipper, or the User has requested Energinet to suspend the relevant User access.

9. Technical requirements

In order to use Energinet Online, the User shall have a web browser installed and have access to the internet. Further details regarding the configuration of the web browser can be found at www.energinet.dk.

10. Suspension of user access

The Shipper may at any time suspend a User access by sending an email to kontrolcentergas@energinet.dk and calling +45 7070 1961. Energinet is accordingly not considered to have been informed before Energinet has received both the email and the telephone call.

After receiving notification to this effect from the Shipper, Energinet shall promptly suspend the user access.

Furthermore, upon suspension of a user access Energinet shall send an email to the Shipper verifying the suspension of such user access and provide information as to the time when the request to suspend the user access was received by Energinet, which is the latest of either the receipt of the email or the telephone call as mentioned in the first section of this clause 2.

Due to safety reasons any user access not used for a period of 12 consecutive months will be suspended.

11. Changes

The Shipper and User shall accept regular changes to General Terms and Conditions for Gas Transport Appendix 6 Online Access Agreement as well as these Terms and Conditions for use of

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Energinet Online as are necessary in order for the Terms and Conditions for use of Energinet Online to always be in accordance with the applicable version of the General Terms and Conditions for Gas Transport.

12. Acceptance of terms

When accessing the Energinet Online the first time the User thereby accept these Terms and Conditions for use of Energinet Online and is thereby obligated to act accordingly.

13. Privacy Policy

Storing of the Users personal data on the Energinet Online portal is governed by the General Terms and Conditions for Gas Transport Appendix 8 Privacy Policy which is available at Energinet's website www.energinet.dk.

14. Venue and applicable law

These Terms and Conditions for use of Energinet Online shall be governed by Danish law.

Any dispute or controversy arising from these Terms and Conditions for use of Energinet Online shall be settled in accordance with clause 21.1 of General Terms and Conditions for Gas Transport.