

**ATTACHMENT E –  
TERMS AND CONDITIONS  
FOR ACCESS AND USE OF EXTRANET STORAGE AND OF WEBTRACK  
STORAGE**

These standard terms and conditions (the "**Agreement**") for access to Fluxys' EXTRANET STORAGE and WEBTRACK STORAGE applications are entered into between:

1. **FLUXYS NV/SA**, a public limited company organized and existing under the laws of Belgium, having its registered office at 1040 Brussels, Avenue des Arts 31, entered in the registry for legal entities under the number 0426.047.853, here duly represented by

*Huberte Bettonville, Commercial Manager*

*Pascal De Buck, Member of the Executive Board, Commercial Director*

Hereafter referred to as "**Operator**"

AND

2. XXXXXXXXXXXX, a company organised and existing under the laws of XXXXXX, having its registered office at XXXXXXXXXXXXXXXXXXXX, entered with the Company Register under the number XXXXXXXX, here duly represented by

XXX

Hereafter referred to as "**User**"

Operator and User may hereafter be individually referred to as a "**Party**" and collectively as the "**Parties**".

**WHEREAS:**

- A. The Parties have entered into a Virtual Storage Agreement on XXXXXXXX (the "VSA").
- B. In the framework of the VSA, Operator is willing to offer User access to and use of the internet application "EXTRANET STORAGE and WEBTRACK STORAGE" and User is willing to have access to and use this application under the terms and conditions as set forth in this Agreement. Such access will be granted to User who identifies and authenticates itself through digital signature technology, as further specified in the Agreement. This Agreement describes in further detail under which conditions access is granted to EXTRANET

STORAGE and WEBTRACK STORAGE, and under which conditions the digital signature certificates are to be procured and used.

## IT HAS BEEN AGREED THAT:

### 1. DEFINITIONS

- 1.1. The terms and expressions used in this Agreement will have the same meaning as given to them in the VSA. In addition, the terms and expressions below will have the following meaning in this Agreement:

**Application** means the internet application “EXTRANET STORAGE and WEBTRACK STORAGE”, provided by Operator to User under the terms and conditions of this Agreement, which allows the User access to and use EXTRANET STORAGE and WEBTRACK STORAGE.

**Certificate** means a data record produced by a Certification Authority that, at least:

- (i) identifies the Certification Authority;
- (ii) identifies or names the subscriber;
- (iii) contains the subscribers’ public key;
- (iv) identifies the Certificates’ operational period;
- (v) contains a serial number; and,
- (vi) is digitally signed by the Certification Authority.

**Certificate Revocation List** or **CRL** means a periodically issued list, digitally signed by the relevant Certification Authority, of Certificates that have been suspended or revoked by that Certification Authority prior to their expiration date.

**Certification Authority** means an entity authorized to issue, manage, revoke and renew Certificates.

**Validator** means a physical person linked to User’s Certificate who is entitled to:

- (i) consult EXTRANET STORAGE and WEBTRACK STORAGE; and
- (ii) create, edit and submit Data to Operator for the account of User on EXTRANET STORAGE and WEBTRACK STORAGE.

**Data** includes

- (i) The EXTRANET Data;
- (ii) The WEBTRACK Data.

**EXTRANET Data** includes

- (iii) the Subscribed Capacity, including Injection Capacity, Withdrawal Capacity, Parking Capacity and Lending Capacity rights. These capacity rights are given on a daily basis;
- (iv) The Real Capacities, including Real Injection Capacity, Real Lending Capacity, Real Parking Capacity, Real Withdrawal Capacity; These real capacities are given on a hourly basis;
- (v) Gas In Storage.

**EXTRANET STORAGE** means the system part of the Application, as evolving from time to time, which allows User to consult Extranet Data regarding the Services User contracted for.

**Intellectual Property Rights** means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

**Public Key Infrastructure** or **PKI** means the architecture, organisation, techniques, practices and procedures that collectively support the implementation and operation of a certificate-based public key cryptographic system.

**Reader** means a physical person linked to User's Certificate who is entitled to consult the Application.

**Services** means the Virtual Storage Services which the User has acquired in the Virtual Storage operated by the Operator by means of a VSA concluded with Operator or by means of an assignment concluded with another User with regard to such services.

**WEBTRACK Data** includes

- (i) Gas In Storage;
- (ii) Allocations.

**WEBTRACK STORAGE** means the system part of the Application, as evolving from time to time, which allows User to consult WEBTRACK Data regarding the Services User contracted for.

**Working Hours** means from Monday to Friday between 9 am and 5 pm, except during bank holidays or Operator's general holiday.

1.2 Plural forms include the singular and vice versa;

**1.3. Contact Details:**

- (i) Operator:  
Fluxys NV/SA  
Commercial Department  
Kunstlaan 31 Avenue des Arts  
1040 Brussels  
Tel.: +32 2 282 7463  
E-mail: info.transport@fluxys.net
  
- (ii) User:  
XXX  
XXX  
XXX  
XXX  
XXX

**2. SUBJECT**

- 2.1. Operator offers User access to and use of the Application and User accepts the terms and conditions for access to and use of the Application as set forth in this Agreement.
- 2.2. Operator will make the Application accessible to User on a non-exclusive and non-transferable basis as from the moment User has become a certified user according to the procedure as set out in article 5 of this Agreement.
- 2.3. This Agreement does not alter nor affect the Parties' rights and obligations under the VSA, unless expressly provided for. In case of inconsistency between this Agreement and the VSA, the VSA will prevail at any time. All issues not specifically or in full provided for in this Agreement will be governed by the respective provisions of the VSA, which will be fully applicable, possibly in addition to the terms of this Agreement. Also, the Data obtained through the Application can under no circumstances amend, restrict or extend the Parties' rights and obligations under the VSA.
- 2.4. The Application is accessible through the internet. In this regard, User acknowledges that the internet is an open international network whose characteristics and particularities are well known to it. User agrees that Operator will not be held liable for any (direct or indirect) damage User might incur due to the use of the internet. Operator reserves the right to modify at any time the electronic means of communication used for the services offered through the Application.
- 2.5. Operator reserves the right at any moment to make all modifications likely to improve or expand the operation of the Application or simply to ensure its maintenance. Operator will notify User in due time of any change in the Application.

### **3. TERM & TERMINATION**

#### **3.1. Term**

The Agreement enters into force on the date of execution by both Parties and will remain in force and effect until terminated by either of the Parties in accordance with the terms of this Agreement.

#### **3.2 Termination**

3.2.1 Any Party may terminate the Agreement at any time, given a one (1) months' notice by registered mail.

3.2.2 Operator may terminate the Agreement at any time in writing with immediate effect and as of right in case:

- (i) of termination of the VSA, for whatever reason;
- (ii) User has committed a material breach under this Agreement or the VSA, which has not been remedied within eight (8) calendar days as from receipt of notice hereto; or,
- (iii) of a default or breach by User, not capable of remedy, it being understood that the use of the Application by User which adversely affects the smooth operation or the image or the reputation of Operator (a.o. undue or fraudulent use of the Data and/or Application), will be considered as a breach not capable of remedy.
- (iv) a binding decision of a competent authority, such as the CREG, regarding amongst others: the refusal to integrate certain costs in Operator's regulated tariffs or the validity and/or the regulatory regime of the present Agreement.

Termination taking place in accordance with article 3.2.2 of this Agreement will take place without the need for a court's intervention and without compensation for termination being due by the terminating Party.

### **4. FEE**

4.1 Access and use of the Application will be free of charge except where expressly otherwise provided for.

### **5. ACCESS & USE OF THE APPLICATION**

#### **5.1 Access to the Application**

5.1.1 Operator grants User a temporary, personal, non-transferable and non-exclusive right to use the Application for internal business purposes only, in accordance with the technical stipulations communicated to User and only in the framework of the performance of the VSA and its Services subscribed there under. For the

- avoidance of doubt, access to Application will only be granted if and for the period that User has subscribed Services under the VSA.
- 5.1.2 Access to the Application is based on digital Certificates. In order to access the Application, the User must first at its own expense and risk apply to an accepted Certification Authority, which for the purposes of this Agreement shall either be Verisign Inc. or GlobalSign N.V., or their Affiliated Companies, in order to obtain one or more Certificates. User must at its own expense and risk:
- (i) apply for and obtain a Certificate; and,
  - (ii) purchase all necessary hardware, software and licences, if any, for the use of the Certificate and/or Application. All costs related to the application and administration of the Certificate, including but not limited to the issuance, renewal and/or revocation of the Certificate, will be paid by User.
- 5.1.3 To obtain access to the Application, User can only use a Certificate of category [1] issued by VeriSign or Globalsign. Certificates issued by any other Certification Authority will not be accepted.
- 5.1.4 If User has obtained a Certificate, User must apply for access to the Application by:
- (i) returning a signed copy of this Agreement and the filled out and signed EXTRANET & WEBTRACK STORAGE Access Form as enclosed to this Agreement as Appendix 1; and,
  - (ii) communicating the public key of its Certificate to Operator.
- 5.1.5 The EXTRANET & WEBTRACK STORAGE Access Form must contain the following information:
- (i) whether User's Certificate is generic (i.e. in the name of User) or nominative (i.e. in the name of specific physical person);
  - (ii) If User's Certificate is nominative, the full identity of the physical person; and, the role attached to the Certificate or granted to such physical person using the private key associated to such Certificate, i.e. Reader or Validator.
- 5.1.6 Upon receipt of User's duly filled out EXTRANET & WEBTRACK STORAGE Access Form, Operator will handle User's access request and will do its reasonable efforts to grant User access to the Application as soon as possible. In principle, access will be granted within ten (10) working days as from the access request but this timing is only indicative and is under no circumstances binding towards Operator. If access is granted, Operator will provide User a manual on the use of the Application, which may be amended from time to time.
- 5.1.7 Based on the public key and the information provided for by User in the EXTRANET & WEBTRACK STORAGE Access Form, Operator will configure its systems to grant access to the Application to any person using User's (private)

- keys matching the public keys mentioned in User's Certificates and limited to the role attached to such Certificate as mentioned in the EXTRANET & WEBTRACK STORAGE Access Form.
- 5.1.8 Only one Validator may be mentioned in connection with each Certificate supplied by User.
- 5.1.9 User undertakes to inform Operator immediately upon any change in the power or capacity of any of its Readers or Validators.
- 5.1.10 User's usage of the Application and the actions performed under this Agreement will be logged and stored by Operator for monitoring and analysis purposes and for as long as Operator deems it necessary.
- 5.1.11 User itself must provide, at its own expense and its own risk, all hardware required to use and access the Application. In order to so, User shall have:
- (a) a PC with an operating system such as Windows XP;
  - (b) a modem; and,
  - (c) access to the internet via an internet-browser: Internet Explorer from version 6.0.

These requirements may be modified by Operator from time to time, given possible technological evolutions. Such modifications will be notified to the User by Operator in accordance with article 9.6 of this Agreement.

## 5.2 Intellectual Property Rights

The Intellectual Property Rights associated with the Application and its component parts belong exclusively to Operator and/or its licensors. User undertakes to respect the concerned rightholders' Intellectual Property Rights to works, computer software and databases, made available to it, in whatsoever form, with due regard to applicable national and international copyright, software and database protection laws.

## 5.3 Availability of the Application

- 5.3.1 The Application is intended to be accessible 24 hours per day and 7 days per week, except as otherwise indicated. Assistance in case of technical problems or unavailability of the Application for whatsoever reason or the helpdesk will only be assured during Working Hours. Operator reserves the right at any moment to suspend or otherwise limit the availability of part or all of the Application from time to time to make all modifications likely to improve or expand the operation of the Application or simply to ensure its maintenance. Operator will notify User in due time of any change in the Application or any such unavailability and will use its reasonable endeavours to keep the unavailability to a minimum.

- 5.3.2 The unavailability of the Application and in general of EXTRANET & WEBTRACK STORAGE, whether or not due to “Force Majeure”, will not affect User’s rights under the VSA.
- 5.3.3 Operator may block User’s access to the Application at any time, with immediate effect and as of right, without giving right to compensation and without affecting the Parties’ rights and obligations under the VSA:
- (i) In case of termination of this Agreement for whatever reason;
  - (ii) If User’s Certificate is revoked or suspended for whatever reason and published as such on a CRL;
  - (iii) Upon User’s written request to block or delete its account for whatever reason; and,
  - (iv) For technical reasons affecting Operator’s IT-system(s).

#### 5.4 Access to Data

- 5.4.1. For the avoidance of doubt, Operator grants the User a temporary, personal, non-transferable and non-exclusive right to use the Application, including the Data, for internal business purposes only, in accordance with the technical stipulations communicated to the User and only in the framework of the performance of the VSA and the Services subscribed under such VSA or in the framework of the Services acquired by the User.
- 5.4.2. The Storage User’s Data retrieval by using the Application and the actions performed under the Agreement will be logged and stored by Operator for monitoring and analysis purposes and as long as Operator it deems necessary.

### 6. LIMITATION OF LIABILITY

#### 6.1 Operator’s liability

- 6.1.1 Operator makes no warranty that access to or functioning of the Application will be uninterrupted, timely, secure, effective, and reliable or error free, since the provision of the services under this Agreement depends amongst others on the proper functioning of the telecommunications network/internet. The use of the Application and Data is at User’s own discretion and risk. User alone is responsible for any damage to its or others’ computer system/s, telephone/s, fax or other devices or loss of Data.
- 6.1.2 Operator shall make no warranty and will not be liable as to the up-dating, the correctness, the accuracy, or completeness of the Data provided on and the good working of the Application and/or the Certificates. The User acknowledges that the Data may not always be checked and /or validated by Operator. For the avoidance of doubt, the lack of availability of the Application will under no

circumstances affect Parties' rights and obligations under the VSA or with regard to the Services.

- 6.1.3 User acknowledges that the security of the PKI and related procedures are not the responsibility of Operator, Operator being a third party to the PKI.
- 6.1.4 Operator will under no circumstances and to the extent permitted by applicable law, be liable to User for any direct or indirect, material or immaterial damage, of whatever nature, suffered by User arising out of or in connection with this Agreement, including but not limited to loss of profits, loss of business expectations or opportunities, loss of contract, damage to third parties or any other consequences that might result from the inaccuracy of the Application, the lack of availability of the Application, the use of the Application provided under this Agreement or the use of Certificates.
- 6.1.3 Operator will only be liable towards User for direct damages resulting from its wilful misconduct regarding the Application.

## 6.2 User's liability

- 6.2.1 User is the sole responsible with regard to the use of:
  - (i) the Data
  - (ii) the Certificate; and,
  - (iii) the Application in general.

For the avoidance of doubt, User alone is responsible for the administration, including but not limited to the application, revocation and/or suspension-, distribution, circulation, copying of its Certificate and/or private key and for the use of its Certificate by all (un)authorised persons and/or third parties. User must take all appropriate measures to secure its Certificate and the related private keys.

- 6.2.2 User acknowledges that Operator may rely on the Certificate, which has not been published on the CRL, to grant access to the Application.
- 6.2.3 User will hold harmless and indemnify Operator for any claim by any third party, including the data subject, relating to the use of the Application, the use of the Certificate by (un)authorised persons, the transfer of personal data to Operator and in general relating to this Agreement and for any claims, demands and liabilities for any direct or indirect, material or immaterial damages which Operator may suffer due to any gross negligence or wilful misconduct by User, its representative or third party that is directly or indirectly involved in the performance of this Agreement.

## 6.3 Warranties

User warrants and guarantees that the Validator is authorised to legally bind User, including but not limited to in conformance with any statutory provision.

## **7. FORCE MAJEURE**

- 7.1 Without prejudice to article 6 of this Agreement, neither Party shall be liable, in contract or in tort, to the other Party for any default or delay in performance of any of its obligations under this Agreement which is due to reasons or events beyond its reasonable control, which prevents such Party wholly or in part from fulfilling its obligations under this Agreement. Those events include, but are not limited to: acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the Parties and any or all of their employees and/or any other employer and any or all of their employees and/or between any two or more groups of employees (and whether of either of the Parties or any other employer). Hacking or malicious interference of third parties prejudicing the electronic facilities and/or the Application of Operator and software, hardware, telecommunication or other network failures, interruption, disruptions, malfunctions or computer viruses shall likewise be considered as Force Majeure for Operator.
- 7.2 Promptly upon the occurrence of an event that a Party considers may subsequently lead it to claim Force Majeure relief under this Agreement on account thereof, the Party affected shall give notice to such effect to the other Party, describing such event and the obligations performance of which could reasonably be expected to be delayed or prevented thereby.
- 7.3 In the event any Party claims Force Majeure relief under this Agreement, it shall promptly notify the other Party in writing of the event of Force Majeure, its expected duration, the estimated effect thereof upon the affected Party's ability to perform its obligations hereunder and the actions that will be undertaken to remedy the Force Majeure event. The affected Party shall promptly notify the other Party when the Force Majeure event has ceased to affect its ability to perform its obligations pursuant to this Agreement.
- 7.4 Each Party shall use all reasonable efforts to correct and remedy a Force Majeure event, which affects its performance under this Agreement. Neither Party, however, will be required to resolve a strike, lockout or other labour dispute in any manner in which it does not deem advisable.

## **8. LEGISLATION ON THE PROTECTION OF PRIVACY**

- 8.1 The operation of its IT-system and the Application and the execution of other contractual obligations may require that Operator processes personal data, such as data relating to User's employees using the Application or applying for access, within the meaning of European and/or Belgian data protection legislation. Where applicable, Operator undertakes to comply with the applicable legal and

- statutory data protection provisions. Operator is dedicated to the fair processing of personal data.
- 8.2 The personal data is processed by Operator and/or by Operator's Affiliate, in its/their capacity as controller(s), for the following purposes:
- (i) access administration and control of the Application;
  - (ii) User relationship management;
  - (iii) the prevention of abuse and fraud;
  - (iv) for statistical purposes;
  - (v) for evidence purposes; and,
  - (vi) for compliance with its legal and regulatory obligations.
- 8.3 Furthermore, User acknowledges and approves that personal data may be communicated to a hosting services provider with whom Operator has made appropriate agreements regarding the protection of personal data. The data subject likewise has the right to consult its personal data by contacting Operator in writing, or, where appropriate, to ask for rectification of the data that concerns it. The data subject also has the right to object to the processing of its personal data, according to applicable data protection legislation.
- 8.4 Where applicable, User warrants and represents that:
- (i) it will solely communicate personal data to Operator, on having given the data subject the appropriate legal information as regards the data processing; and,
  - (ii) the data subject has given its unambiguous consent to transfer its personal data to countries outside the European Economic Area which may not have well developed data protection legislation when compared to European law.
- 8.5 As required by applicable data protection legislation, Operator follows adequate security procedures and takes measures to ensure that the personal data processed is not lost, misused, altered, damaged or destroyed or accidentally disclosed to a third party. Operator will not disclose personal data to any other third party unless it is requested to do so by law or regulators.

## **9. MISCELLANEOUS**

### **9.1 Assignment**

User may not transfer or assign, part or all, of its rights and obligations under (a part of) the Agreement.

## 9.2 Severability

If any of the provisions of this Agreement is invalid or unenforceable, the remaining (part of the) provision(s) remain(s) valid and enforceable.

In the event of such invalidity or unenforceability, the Parties must try to replace the invalid or unenforceable provision by a valid and enforceable provision that is as close as possible to the meaning and economic effect of the original provision.

## 9.3 Waiver

Failure or neglect by a Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Parties' rights hereunder nor in any way affect the validity of the whole or any part of this Agreement, nor prejudice Parties' rights to take subsequent action.

## 9.4 Headings

All headings in the Agreement are inserted only for the convenience and ease of reference and are under no circumstances to be considered to define or limit the scope of any provision, article or paragraph of the Agreement.

## 9.5 Confidentiality

The Parties undertake to keep confidential all confidential data which they are informed of as part of the negotiations, performance and the execution of the Agreement, in compliance with applicable legislations and with their internal guidelines, if any.

The Agreement and all information obtained hereunder by one Party from the other Party shall be treated as confidential. If, and only to the extent that, such disclosure is required for the proper performance of their obligations in relation to the Agreement, such confidential information may be disclosed to their appointed members, staff, employees, agents, contractors, consultants and/or certificate holders. In such case, such disclosing Party shall cause its appointed members, staff, employees, agents, contractors, consultants and/or certificate holders to treat the information in accordance with the present confidentiality provisions. The Parties shall exercise due precaution to avoid improper disclosures of confidential information.

No Party shall disclose confidential information to any third party without the prior written consent of the other Party, which shall not unreasonably be withheld. No prior written consent is required for disclosure of confidential information obtained under the Agreement to an Affiliated Company, provided that such release of information is required for such Party's proper performance under the Agreement and subject to the first paragraph of the present article. In such case, the releasing Party shall ensure that its Affiliated Company shall execute written undertakings as to confidentiality.

This confidentiality obligation shall not apply to information which:

- (i) is publicly available at the time it is made available to the receiving Party or subsequently becomes generally available to the public other than as a result of disclosure or other act or omission by the receiving Party or any of its employees or otherwise contrary to its obligations of confidentiality;
- (ii) was available (as can be demonstrated by its written records) to the receiving Party or to any of its employees, prior to the supply of such confidential information by the other Party, and which is free of any restrictions as to its use for disclosure; or
- (iii) the relevant Party is required by applicable law, regulation or by the requirements of any regulatory or other authority or court order to disclose. In the latter case, the relevant Party must inform its counterparty of any such obligation and disclosure.

Where disclosure is made to any third party, appropriate safeguards shall be made as a prerequisite to such disclosure to prevent said third party from making any further disclosure of such information without the written consent of the Parties.

## 9.6 **Modifications**

Operator reserves the right to modify the Agreement at any time, subject to notification to User by appropriate means, including electronic means of communication.

Such modification shall enter into force fourteen (14) calendar days from the date of its notification to User, if User has not explicitly signalled by registered mail that it refuses to be bound by the new conditions within that deadline.

If User does not agree with such modification, User may terminate the Agreement in writing with immediate effect on the day the modification would have come into effect.

## 9.7 **Governing Law and Jurisdiction**

9.7.1 This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Kingdom of Belgium. The application of the United Nation Convention on Contracts for the International Sale of Goods to this Agreement is explicitly excluded.

9.7.2 Any disputes relating to (the interpretation, execution, dissolution or cancellation of) the Agreement will be submitted to the exclusive jurisdiction of the courts of Brussels.

\* \* \*

The Agreement is made up in Brussels on ..... in two (2) original copies; each Party acknowledges receiving one (1) original copy.

**FOR THE PARTIES:**

***USER:***

Name : XXX

Capacity : XXX

***FLUXYS:***

Name: Huberte Bettonville  
Capacity: Commercial Manager

Name : Pascal De Buck  
Capacity : Member of the Executive Board  
Commercial Director

Appendix 1: EXTRANET STORAGE & WEBTRACK STORAGE Access Form

**Appendix 1: EXTRANET STORAGE & WEBTRACK STORAGE ACCESS FORM**

<b>EXTRANET STORAGE &amp; WEBTRACK STORAGE ACCESS FORM</b>	
<b>REQUEST TYPE</b>	
CERTIFICATE TO (RE)-ACKNOWLEDGE (*)	<input type="checkbox"/>
CHANGE OF ROLES ATTACHED TO CERT.	<input type="checkbox"/>
DELETE USER ACCOUNT	<input type="checkbox"/>
<b>GENERAL CERTIFICATE INFORMATION</b>	
Name	<input type="text"/>
Surname	<input type="text"/>
Country (nationality)	<input type="text"/>
Email address	<input type="text"/>
Postal address	<input type="text"/>
Telephone number	<input type="text"/>
Mobile number	<input type="text"/>
Fax number	<input type="text"/>
Official name of the company or organisation that employs the requestor	<input type="text"/>
Certificate type	<input type="text"/>
<b>ROLES ATTACHED TO CERTIFICATE</b>	
Reader	<input type="checkbox"/>
Validator	<input type="checkbox"/>
<p>(*) ! Please, mail the public key of your personal certificate to (re)-acknowledge as an attachment of this form to <a href="mailto:info.transport@fluxys.com">info.transport@fluxys.com</a></p>	

**CONTACT/REQUESTOR INFORMATION**

Name and Surname   
 Date and Signature

**DISCLAIMER**

Extranet Storage and Webtrack Storage is a web Platform composed of several applications that are dedicated to registered Fluxys' users.

All actions performed within Extranet Storage and Webtrack Storage are logged and stored for (i) monitoring, (ii) analysis and (iii) evidence purposes. This process may require that FLUXYS obtains and processes personal data, which may be confidential. By entering this platform, you acknowledge and agree that FLUXYS may process your personal data in accordance with applicable data protection legislation. FLUXYS will only use the obtained information for the above purposes and will not disclose your data to any other third party unless required to do so by law or regulator.

All requests and/or transactions performed by FLUXYS' registered users are conform to the terms and conditions for access and use of Extranet Storage and of Webtrack Storage and the Parties' virtual storage agreement, which will fully apply.