



ACCESS CODE FOR TRANSMISSION

Attachment H:

Electronic Data Platform (including the Electronic Booking System)

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~~1. Interpretation of Attachment H~~

~~In this Attachment:~~

- ~~• all references to a *clause*, unless specified otherwise, are references to a *clause* in this Attachment; references to a *paragraph* are references to a *paragraph* in this Attachment, references to an *attachment*, unless specified otherwise, are references to an *attachment* of the Access Code for Transmission;~~
- ~~• all terms and names are to be interpreted according to the list of definitions set out in article 3 of this attachment H;~~
- ~~• the layout, heading and table of contents are only for the benefit of the reader and are inconsequential as regards the interpretation of content of this Attachment;~~
- ~~• the description of rules, conditions and provisions only relates to the Transmission Services on the Transmission Grid.~~

~~2.1. Introduction~~

~~In the framework of the execution of Transmission Services under the Standard Transmission Agreement, the Transmission System Operator offers Grid User access to and use of the Electronic Data Platform and Grid User applies the terms and conditions for access to and use of the Electronic Data Platform as set forth in this Attachment.~~

~~Such access will be granted to Grid User representatives, further referred to as Users, on a non-exclusive and non-transferable basis and as from the moment those Users become registered as set forth in section [334](#). The use of the Electronic Data Platform by Users is further subject to identification and authentication procedures detailed in section [445](#).~~

~~TSO is for commercial, operational and regulatory purposes offering different access rights to the Electronic Data Platform. The following distinction is made depending on the type of data made available:~~

- ~~• Public data is data that is made available to anyone without access restriction placed on such kind of data,~~
- ~~• Private data is data made available to a specific Grid User, with restricted use depending on the access rights granted to the User of the Electronic Data Platform, as detailed in section [334](#).~~

3.2. Definitions

Unless the context requires otherwise, the definitions set out in the ~~attachment Attachment~~ 3 of the STA apply to this ~~attachment-Attachment~~ H. Capitalized words and expressions used in this ~~attachment-Attachment~~ H which are not defined in the ~~attachment-Attachment~~ 3 of the STA shall have the following meaning:

Administration Setup	Set of tasks relating to the creation, modification or deletion of Users of the Electronic Data Platform linked to a Grid User and the allocation of access rights to these Users in accordance with article section 3.13.14.1 .
Electronic Booking System	Part of the Electronic Data Platform provided by the TSO which allows Grid User to subscribe Transmission Services.
Electronic Data Platform	The internet application offered by TSO to the Grid User under this attachment-Attachment on which TSO shall give access to both public and private data and its associated Electronic Booking System through which the Grid User can subscribe Transmission Services.
Intellectual Property Rights	Patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor 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.
Single Point Of Contact or SPOC	Grid User Representative appointed by the Grid User according to procedures set forth in the Standard Transmission Agreement who shall be the contact person between the Grid User and the TSO and who is entitled to do the Administration Setup, in accordance with article section 3.13.14.1 .
User	A physical person who represents a Grid User and who has access to private data, in accordance with article section 334 .
Working Hours	From Monday to Friday between 9 am and 6 pm Belgian Local Time, except during bank holidays in Belgium or the TSO's general holiday schedule.

4.3. Access rights

For the avoidance of doubt, TSO grants User that have been registered either as SPOC either by the SPOC, a temporary, personal, non-transferable and non-exclusive right to Users for the use of the Electronic Data Platform for the consultation of data and as the case may be for submitting transmission service requests through the Electronic Booking System based on the combination of one or more of the following access rights, in the framework of the performance of the Standard Transmission Agreement.

4.1.3.1. Administration rights

Grid User shall appoint one or more SPOCs, who shall become Users granted with administration rights in the Electronic Data Platform. For the registration of a SPOC for a specific Grid User, TSO requires at least the name, email address and mobile phone number of such person, communicated using the Contact Details Sheet as provided for in Attachment G of this Access Code for Transmission and appended when filled to the Attachment 1 of the Standard Transmission Agreement.

Once the SPOC is registered, TSO shall send the SPOC its username by email and its password by SMS¹. As from this moment SPOC is entitled to use the Electronic Data Platform administration tool and execute the Administration Setup of all Users relating to such Grid User, by:

- Registering User(s) and their information;
- Password management for Users, including creation, reset or unlock operations;
- Modifying or deleting the information relating to Users;
- Granting or modify granted access rights to Users.

In order to register a new User, SPOC of the Grid User shall register at least its name, email address and mobile phone number in the administration tool.

Once the User is registered, TSO shall send the User its username by email and its password by SMS¹. As from this moment User is entitled to use the Electronic Data Platform and consult private data relating to the Grid User, according to the access rights granted to him at that time by the SPOC.

4.2.3.2. Read rights

A User with read rights is entitled to consult public data and private data relating to such Grid User only, published at the Electronic Data Platform of the TSO.

4.3.3.3. Transaction composing rights

A User with transaction composing rights is entitled to consult and register transaction information through the Electronic Booking System relating to but not limited to the request of transmission service for the account of Grid User to TSO.

¹ The password is generated by the system and must be changed at first login attempt;

4.4.3.4. Transaction validation rights

A User with transaction validation rights is entitled to consult and validate binding transactions through the Electronic Booking System for the account of Grid User to TSO.

The Grid User guarantees that the User is authorized to legally bind as the case may be the Grid User, including but not limited to in accordance with any statutory provision.

Users with Transaction validation rights will be requested to validate binding transmission service transaction requests through the Electronic Booking System, by using a confirmation code transferred by the TSO via SMS, as detailed in section [445](#). Only such Users may submit a binding transaction for the account of Grid User through the Electronic Booking System.

5.4. Access to the Electronic Data Platform

5.1.4.1. Infrastructure

Grid User must at its own expense and risk

- a) Apply for and obtain a username and password; and,
- b) Purchase all necessary hardware, software and licenses, if any, for the use of the username, password and the SMS confirmation mechanism for the Electronic Booking System as explained in [article section 334](#).

All costs made by the Grid User related to the application and administration of the username, password, including but not limited to the Administration Setup, will be paid by the Grid User.

TSO will handle the Grid User's access request for SPOC and will do its reasonable efforts to grant, as soon as possible, Grid User access to its data via the Electronic Data Platform. 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 TSO. If access is granted, TSO will provide the Grid User a manual² on the use of the Electronic Data Platform, which may be amended from time to time.

The Grid User itself must have at its disposal, at its own expense and its own risk, minimum configuration on request of TSO to access the Electronic Data Platform. These requirements are published on website of the TSO and may be modified from time to time, given possible technological evolutions.

² Such manual will be available on-line with-in the platform and can be sent to Grid User upon request.

5.2.4.2. Availability of the Electronic Data Platform

The Electronic Data Platform is accessible through the Internet. In this regard, Grid User expressly acknowledges that Internet is an open international network whose characteristics and particularities are well known to it. Grid User agrees that TSO will not be held liable for any direct or indirect damage Grid User might incur due to the use of the Internet. TSO reserves the right to modify at any time the electronic means of communication used for the services offered through the Electronic Data Platform.

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

5.3.4.3. Availability of the Electronic Booking System

The Electronic Booking System uses a SMS confirmation mechanism. In this regard, Grid User expressly acknowledges that the characteristics and particularities of the mobile network are well known to it. Grid User agrees that TSO will not be held liable for any direct or indirect damage Grid User might incur due to the use of the SMS confirmation mechanism. TSO reserves the right to modify at any time the electronic means of communication used for the services offered through the Electronic Booking System.

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

The unavailability of the Electronic Booking System, whether or not due to Force Majeure, shall not affect Grid User's rights under the STA as Grid User can at any time request for Transmission Services via other channels as described in [attachment Attachment B](#) – Subscriptions & Allocations.

5.4.4.4. Access refusal

TSO may block User's access to the Electronic Data Platform at any time with immediate effect, without giving right to compensation and without affecting the Parties' rights and obligations under the STA:

- a) Upon Grid User's written request to block or delete an account of a User for whatever reason,
- b) For technical reasons affecting TSO's IT-system; and,
- c) In case of a default or breach by User, not capable of remedy, it being understood that the use of the Electronic Data Platform by User which adversely affects the smooth operation or the image or the reputation of TSO (a.o. undue or fraudulent use of the Data and/or Electronic Data Platform), will be considered as a breach not capable of remedy with respect to the use of the Electronic Data Platform.

6.5. Use of the Electronic Booking System

When the User with transaction validation rights submits a binding transmission service transaction request it triggers an authentication process which requires him to register a code which he will receive via SMS on his mobile phone number indicated in its registered personal information.

In case the requested transmission service is available and in case the authentication process check is completed successfully, the transmission service transaction will be booked automatically within the Electronic Booking System and a confirmation email shall be sent to the User who has submitted the binding transmission service transaction request. In case of failure of the authentication process check, the transmission service transaction request is not treated by the Electronic Booking System and can be re-submitted or cancelled by the User. In case of unavailability of the requested transmission service or in case of needed additional processing of the requested transmission service, the transmission service transaction will be accepted within the Electronic Booking System and forwarded to TSO commercial services for further analysis.

The TSO has the right to ask the Grid User to provide Additional Financial Security in order to comply with the creditworthiness assessment described in the STA. This creditworthiness check can be done after the confirmation in the Electronic Booking System.

The Electronic Booking System allows Grid User to view and modify its transmission service transaction request before confirming this request. Grid User is solely responsible for checking the accuracy of any transmission service transaction request and therefore:

- a) Grid User shall not be allowed to invoke any error after confirmation; and,
- b) Any such error shall not invalidate the request.

At the explicit request of the Grid User, a submitted request can be cancelled, subject to the application of a regulated tariff (the cancellation fee) approved by the CREG, for as long as such request for cancellation is made within ten (10) Business Days following the request, that the concerned Transmission Service is not yet in effect and for as long as the Grid User can demonstrate an obvious error in the handling of the transaction.

Grid User's request by using the Electronic Booking System and any other actions performed under this ~~attachment~~Attachment, if any, will be logged and stored by TSO for, amongst others:

- a) Monitoring and analysis purposes; and,
- b) Evidence purposes.

TSO will store such information as long as it deems necessary and process such information in accordance with ~~article~~section 9910.

7.6. Liability

It is expressly agreed between the Parties that article 10 of ~~attachment~~Attachment 2 of the STA shall not apply to any liabilities of the Parties arising out of or in connection with this ~~attachment~~Attachment, and that such liabilities, whether in contract, extra-contractually or otherwise, and their respective extent are set out exhaustively and exclusively in this ~~attachment~~Attachment and shall apply for any rights, claims or indemnifications to which the other Party and its Affiliates may be entitled to under this ~~attachment~~Attachment regardless of the circumstances under which they occur.

7.1.6.1. TSO's liability

TSO makes no warranty that access to or functioning of the Electronic Data Platform will be uninterrupted, timely, secure, effective and reliable or error free, since the provision of the services under this ~~attachment~~Attachment depends amongst other on the proper functioning of the telecommunications network/internet.

The use of the Electronic Data Platform and the data resulting from it is at the Grid User's own discretion and risk. Grid User alone is responsible for any damage to its or others' computer system/s, telephone/s, fax or other devices or loss of data from the use of the Electronic Data Platform.

TSO 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 Electronic Data Platform. The User acknowledges that the data may not always be checked and /or validated by TSO. For the avoidance of doubt, the lack of availability of the Electronic Data Platform will under no circumstances affect Parties' rights and obligations under the STA or with regard to the Services.

TSO will under no circumstances and to the extent permitted by applicable law, be liable to Grid User for any direct or indirect, material or immaterial damage, of whatever nature, suffered by Grid User, including but not limited to loss of profits, loss of business expectations or opportunities, loss of contracts, damage to third parties or any other consequence that might result from:

- The use and/or the lack of availability of the Electronic Data Platform or the Electronic Booking System in general; or,
- The use and or unavailability of the username, password and SMS confirmation mechanism, except in case of TSO's deliberate fault; or,
- The inaccuracy of data ,or lack of data provided under the ~~attachment~~Attachment

7.2.6.2. **Grid User's liability**

The Grid User is the sole responsible with regard to use and administration of:

- The data in the administration tool; and
- The Electronic Data Platform in general

The Grid User is the sole responsible for the administration, including but not limited to the Electronic Data Platform, revocation, and/or suspension, distribution, circulation, copying of its usernames and passwords, and given access to the content of email and SMS and for the use of its administration tool by all (un)authorised person and /or third parties. Grid User must take all appropriate measures to secure its access to the administration tool.

In general, Grid User is responsible for maintaining the confidentiality of its usernames, passwords and the content of email and SMS, and data for restricting access to its computers. Grid User shall be responsible for all activities that occur under its accounts or passwords.

Grid User shall hold harmless and indemnify TSO for any claims by any third party, including the data subject, relating to the use of Grid User's usernames, passwords and the content of email and SMS by (un)authorised persons, the transfer of personal data to TSO and in general relating to this ~~attachment~~Attachment.

8.7. **Force majeure**

In addition to the provisions set out in article 11 of the STA, events which shall be considered as Force Majeure under this ~~attachment~~Attachment include but are not limited to hacking or malicious interference of third parties prejudicing the electronic facilities, and/or the Electronic Data Platform of the TSO and software, hardware, telecommunication or other network failures, interruption, disruptions, malfunctions or computer viruses.

In case of Force Majeure leading to the unavailability of the Electronic Data Platform and/or the Electronic Booking System, Grid User can at any time request for Transmission Services via other channels as described in ~~attachment~~ Attachment B – Subscriptions & Allocations.

9.8. Intellectual property rights

The Intellectual Property Rights associated with the Electronic Data Platform and/or the Electronic Booking System and its component parts belong exclusively to TSO and/or its licensors. Grid 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.

10.9. Legislation on the protection of privacy

The operation of its IT-system and the Electronic Data Platform and the execution of other contractual obligations may require that TSO processes personal data (i.e. data relating to Grid User's employees using the Electronic Data Platform or applying for access, within the meaning of Belgian and/or European data protection legislation). Where applicable, TSO undertakes to comply with the applicable legal and statutory data protection provisions. TSO is dedicated to the fair processing of personal data. The personal data is processed by TSO and/or by TSOs affiliate, in its/their capacity as controller(s), for the following purposes:

- a) Access administration and control of the Electronic Data Platform;
- b) Grid User relationship management;
- c) The prevention of abuse and fraud;
- d) For statistical purposes;
- e) For evidence purposes;
- f) To enable TSO to provide Transmission Services; and,
- g) For compliance with its legal and regulatory obligations.

Furthermore, Grid User acknowledges and approves that personal data may be communicated to a hosting services provider with whom TSO has made appropriate agreements regarding the protection of personal data. The data subject likewise has the right to consult its personal data by contacting TSO 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. Where applicable, Grid User warrants and represents that:

- a) It will solely communicate personal data to TSO, on having given the data subject the appropriate legal information as regards the data processing; and,
- b) 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.

As required by applicable data protection legislation, TSO 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. TSO will not disclose personal data to any other third party unless it is requested to do so by law or regulators.