

General Terms and Conditions for the use of PRISMA European Capacity Platform GmbH as Inside Information Platform

as of 1 March 2023

Reichsstraße 1-9, 04109 Leipzig, Germany
EIC code 21X000000001225H
ACER registration number B0002657Z.DE

Preamble

The purpose of these terms and conditions is to enable the Market Participant as defined in Article 2 (7) of REMIT to fulfil its obligation to publish inside information in an effective and timely manner and comply with Article 4 of the REMIT Regulation (EU) No 1277/2011.

The use of the PRISMA Inside Information Platform (IIP) application implies the implicit acceptance of the following:

Article 1

Parties and Scope of Application

These General Terms and Conditions are valid between:

- PRISMA European Capacity Platform GmbH (hereinafter referred to as "PRISMA"), duly registered as IIP according to the List of Inside Information and Transparency Platforms accessible under <https://www.acer-remit.eu/portal/list-inside-platforms>;
and
- any Market Participant that is either (i) a Network / Storage or LNG User registered with PRISMA based on a valid platform usage contract according to the general terms and conditions for the use of the PRISMA capacity platform, as published at www.prisma-capacity.eu, or (ii) an infrastructure operator registered with PRISMA based on a valid Platform Service Contract (hereinafter referred to as the "Customer").

Article 2

Service

1. PRISMA runs an IIP application and performs the service of publishing Urgent Market Messages in accordance with the REMIT Regulation (EU) No 1277/2011 and the requirements of the European Union Agency for the Cooperation of Energy Regulators (ACER). Customer can subscribe to the RSS feeds in order to receive notification for every new inside information published on the PRISMA's IIP.
2. In case of the planned/unplanned maintenance, PRISMA offers a fallback solution for publishing information via its corporate website, <https://www.prisma-capacity.eu/>.

Article 3

PRISMA's rights and obligations

1. PRISMA shall inform Customer about the planned/unplanned maintenance without undue delay on the PRISMA Platform and via established electronical means, e. g. email or RSS-feed, if possible.
2. PRISMA reserves the right to store, use and process data of the Customer to comply with legal requirements.

3. PRISMA shall publish the exact same content of Inside Information as provided by the Customer on the PRISMA IIP Application (or where applicable PRISMA corporate website) as soon as they are sent by the Customer for publication via the respective Form.
4. PRISMA is not obliged to check, correct or otherwise verify the completeness and correctness of the content of the Urgent Market Messages published on PRISMA's IIP.

Article 4 Customer's rights and obligations

1. The Customer is granted a non-exclusive and non-transferable right to access and use the relevant IIP application in respect of the Service in accordance with these General Terms and Conditions.
2. The Customer shall provide PRISMA with all information necessary to perform the service of publishing Urgent Market Messages for or on behalf of the Customer (including updates to such information where applicable).
3. The Customer is fully responsible for:
 - a. the availability, functionality, operation and use of all other means necessary to register on the PRISMA Platform and to access and use the relevant IIP application, including any telecommunication lines, hardware, operating platforms and other software;
 - b. correctness, completeness, timeliness, and format of Customer's Data and any other information required to perform the Service, as well as compliance of such information with the regulatory requirements;
 - c. the data entered from their PRISMA Platform Account in the Form and published on the Platform as an Urgent Market Message on their behalf.

Article 5 Truthfulness, Accuracy, Completeness and Updating of the Published Data

1. PRISMA makes no warranty as to the truthfulness, accuracy, completeness or update of content posted as an Urgent Market Message on Customer's behalf and disclaims any liability or responsibility for errors or omissions related to it.
2. The sole responsibility for the content of Urgent Market Messages published on the PRISMA IIP Application (or where applicable PRISMA corporate website) shall lie with the Customer on whose behalf the Message was published.

Article 6 Amendments

PRISMA reserves the right to change these General Terms and Conditions by posting them on the PRISMA website (<https://www.prisma-capacity.eu/>) at any time and without prior notice. In order to be aware of the changes in these General Terms and Conditions, the Customer shall review the valid General Terms and Conditions and is deemed to accept any such amendments through its continued use of the relevant Service.

Article 7 Law and Jurisdiction

1. These General Terms and Conditions are governed exclusively by German law, excluding the referring rules of private international law. The UN Convention on Contracts for the International Sale of Goods is expressly excluded and shall in no case apply.
2. Any disputes between PRISMA and the Customer shall be settled in a way of negotiations. If the Parties fail to resolve a dispute in a way of negotiations, such a dispute shall be a subject to settlement in general courts of Leipzig (Germany) through a legal action.