



## APPENDIX 6C

### Online Access Agreement Direct Consumer

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## CLAUSE PARAMOUNT

**This agreement is subject to the version of General Terms and Conditions for Gas Transport applicable at any time.**

### 1. Parties to this Online Access Agreement

This Online Access Agreement regarding access to Energinet Online has been entered into between:

#### **Energinet**

Name: Energinet GAS TSO A/S

Address: Tonne Kjærsvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

#### **The Direct Consumer**

Name:

Address:

Postal code and city:

CVR no.:

GLN:

### 2. Purpose and scope

Energinet has set up a self-service portal Energinet Online, which includes an online Register of Players in which all Shippers, Gas Suppliers, Direct Consumers, Storage Customers, Biomethane Sellers and Distribution Companies shall create, update and accept their Player Relationships as well as update their Master Data etc. in accordance with General Terms and Conditions for Gas Transport applicable at any time and the terms and conditions of this Online Access Agreement.

A user guide on the registration and updating of the Register of Players on Energinet Online is provided on Energinet's website to which reference is made.

The purpose of this Online Access Agreement is to give the Direct Consumer access to Energinet Online, which enables the Direct Consumer to:

- a) create Player Relationships for the Direct Consumer's Direct Sites with one or more Shippers;
- b) view the Direct Consumer's own Direct Sites and Player Relationships; and
- c) access and update various information regarding the Direct Consumer's own Master Data.

Please note that the creating and updating of the abovementioned data can only be made on Energinet Online. Furthermore, the Direct Consumer can only view the company's abovementioned data by using Energinet Online.

The Direct Consumer must identify Users authorised to create and update as well as view data, see appendix 1.

### 3. Definitions

Unless otherwise expressly stated, the definitions in BfG shall also apply to this Online Access Agreement.

**Master Data Administrator** shall mean a User authorised by the Direct Consumer to create and update the company's Players Relationships and Master Data, see appendix 1. The Master Data Administrator shall also update his own personal data such as change of email address etc.

**Master Data Viewer** shall mean a User authorised by the Direct Consumer to view the company's Players Relationships and Master Data, see appendix 1. The Master Data Administrator shall also update his own personal data such as change of email address etc.

**Online Access Agreement** shall mean this Online Access Agreement, including the appendix hereto.

**User** shall mean an employee of the Direct Consumer who is granted access to Energinet Online pursuant to the terms and conditions of this Online Access Agreement.

### 4. Authorisations of Master Data Administrator and Master Data Viewer

The Direct Consumer shall fill in the names, titles, email addresses and mobile phone numbers of the Users who are to have access to Energinet Online in the template provided in appendix 1 to this Online Access Agreement. Further, the Direct Consumer shall specify the authorisation level of each User as either Master Data Administrator or Master Data Viewer. In case the Direct Consumer wishes to add new Users, the Direct Consumer shall fulfil and submit appendix 1 with the appropriate information to Energinet.

The Users shall be employed by the Direct Consumer at all times. Thus, the Direct Consumer shall promptly notify Energinet if the employment of a registered User ceases. Further, the Direct Consumer is obligated to inform Energinet if the Direct Consumer wants to restrict the User's authorisation level.

### 5. Access and security

Upon the signing and submission of this Online Access Agreement to Energinet, the specified Users will receive an email from Energinet containing a User ID to be used for logging on to Energinet Online. When a User has entered the User ID on Energinet Online a SMS passcode will be sent to the User in order to log in.

The User ID and the SMS passcode is strictly personal and may only be used by the relevant User and may not be disclosed to anyone else. Thus, after receipt of the User ID, the Direct Consumer and the Users are responsible for securing confidentiality and strictly personal use of the User ID and the SMS passcode. By signing this Online Access Agreement the Direct Consumer agrees to be liable for all created Player Relationships as well as updated company Master

Data and personal data registered through Energinet Online via the use of the User ID and the SMS passcode provided to the Users specified by the Direct Consumer.

## **6. Limitations to Energinet Online**

Energinet may add or remove information or services available through Energinet Online or limit the Direct Consumer's use of the services. Energinet shall use its best endeavour to give the Direct Consumer 30 Days' prior notice before implementing any changes or limitations. Limitations may include restrictions to the creation of Player Relationships and information as set forth in clause 2 a) - c) above.

## **7. Limited liability of Energinet**

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

Furthermore, Energinet cannot be held liable for the creation of Player Relationships or information by using Energinet Online. Thus, the Direct Consumer shall continuously monitor whether the creation of Player Relationships and information as set forth in clause 2 a) - c) above are correct. In case the Direct Consumer discovers any incorrect creation of Player Relationships or information, the Direct Consumer shall immediately contact Energinet for assistance. Energinet is not obligated to assist the Direct Consumer if the Direct Consumer has not reported a problem without undue delay.

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. Direct Consumer's liability**

The Direct Consumer and the Users are responsible for the confidentiality and use of the User ID and SMS passcode. Thus, the Direct Consumer shall cover any loss incurred by Energinet or any other Direct Consumer, Distribution Company or Shipper in the Danish Gas System caused by the improper use of the User ID and SMS passcode.

However, the Direct Consumer shall not be liable for any loss occurring after the Direct Consumer or the User in accordance with the procedures set forth in clause 10 under has informed Energinet that the user account must be suspended if such loss is due to the improper use of Energinet Online after the Direct Consumer or the User has requested Energinet to suspend the relevant user account.

## **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](http://www.Energinet).

**10. Suspension of user accounts**

The Direct Consumer may at any time suspend a user account by sending an email to kontrolcenter@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.

The Direct Consumer and/or the Users shall immediately notify Energinet if the Direct Consumer and/or Users (i) become aware of any unauthorised use of the User ID and SMS passcode, or (ii) receive any confirmation regarding the creation of Player Relationships or information as listed in clause 2 a) - c) not placed by the Direct Consumer and/or Users. After receiving notification to this effect from the Direct Consumer, Energinet shall promptly suspend the user account.

Furthermore, upon the suspension of a user account Energinet shall send an email to the Direct Consumer verifying the suspension of such user account and provide information as to the time when the request to suspend the user account 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 10.

Due to safety reasons any user account not used for a period of 2 consecutive Months will be suspended.

**11. Assignment**

The Direct Consumer's rights and obligations under this Online Access Agreement may not be assigned to a third party without Energinet's prior written consent.

Energinet may assign its rights and obligations under this Online Access Agreement to a third party to which, with the permission of the relevant Minister, the concession to Energinet is assigned pursuant to section 32 of the Danish Natural Gas Supply Act.

**12. Term of agreement**

This Online Access Agreement shall enter into effect when signed by both parties.

The Online Access Agreement may be terminated by the Direct Consumer without notice. Furthermore, the Online Access Agreement shall end if the Direct Consumer's Framework Agreement is terminated.

**13. Changes**

The Direct Consumer shall accept such regular changes to this Online Access Agreement as are necessary in order for the Online Access Agreement to always be in accordance with the applicable version of General Terms and Conditions for Gas Transport.

**14. Venue and applicable law**

This Online Access Agreement shall be governed by Danish law.

Any dispute or controversy arising from this Online Access Agreement shall be settled in accordance with clause 21 of BfG.

Date:

Place:

Energinet:

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Date:

Place:

The Direct Consumer:

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Appendix 1

Online Access Agreement  
Authorised Users - Direct Consumer



Pursuant to the terms and conditions of the Online Access Agreement, the Direct Consumer wants the following of his employees to have access to Energinet Online as Users:

Please note that all the required information must be filled in. Otherwise, Energinet will not grant access to Energinet Online.

Name:

Title:

Email:

Mobile phone:

Authorisation level:  Master Data Administrator

Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level:  Master Data Administrator

Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level:  Master Data Administrator

Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level:  Master Data Administrator

Master Data Viewer

Name:

Title:

Email:

Mobile phone:

Authorisation level:  Master Data Administrator

Master Data Viewer