

ENTSO-E Extranet Terms of Use

The ENTSO-E Extranet (<https://extranet.entsoe.eu>) is a valuable and strategic asset designed to facilitate and foster information and data exchange and collaboration between the ENTSO-E Secretariat, ENTSO-E Members and third-parties legal entities (both ENTSO-E Members and third parties legal entities being hereinafter referred as the “Authorised Legal Entity”) authorised by appropriate ENTSO-E bodies and rules.

The purpose of these Terms of Use is to establish rules and practices regarding the access and use of ENTSO-E Extranet resources, and to ensure compliance with applicable legal, regulatory and contractual obligations. ENTSO-E reserves the right to revise, amend or modify these Terms of Use at any time.

As an individual user of the ENTSO-E Extranet (hereinafter the “User(s)” or “you”), you must be previously authorised either by ENTSO-E Secretariat, or by an Authorised Legal Entity. In this latter case, the individual User is deemed to act on behalf of the Authorised Legal Entity. The Authorised Legal Entity must maintain an up-to-date list of authorised Users and share it with ENTSO-E.

Each User and each Authorised Legal Entity must agree with the provisions of present Terms of Use prior to accessing ENTSO-E Extranet.

The access and use of the ENTSO-E Extranet are subject to the strict compliance with the following principles:

- Each User must take appropriate measures to protect the confidentiality of his/her account credentials and password. The ENTSO-E Service desk must be immediately notified if the User suspects his/her password has been compromised, or in case of any security incident which would occur;
- Each User is informed and has agreed that usage of the ENTSO-E Extranet is for authorised business purposes only, limited to the access and use of ENTSO-E Extranet resources for which the User has been previously allowed by the Authorised Legal Entity and subject to the respect of the present Terms of Use;
- Users shall not attempt to access data or information in the ENTSO-E Extranet for which they do not have authorisation of the ENTSO-E Secretariat;
- Users shall respect the confidentiality or restrictions of use applicable to the accessed data and documents on the Extranet and shall not grant access nor disclose any such data or documents to any third party other than the Authorised Legal Entities’ directors, employees, professional advisers and representatives who strictly need to know such information for the proper performance of their professional activities and who are bound by the same strict obligations of confidentiality and limitations of use;
- Users shall not purposely engage in any activity that may degrade the performance of ENTSO-E Extranet, deprive an authorized User access to a ENTSO-E Extranet’s resource, or obtain extra resources or privileges beyond those allocated;

- ENTSO-E Procedure for Disclosure of Data to External Parties (approved by the Assembly on 27 September 2016) as amended, or any document replacing this procedure or implementing this procedure ("Procedure") apply to data stored on ENTSO-E Extranet. Users shall exploit and protect accessed data in accordance with this Procedure. Users are responsible for proper classification of data they create, upload or store on ENTSO-E Extranet (e.g. by labelling the file or storing it to a designated restricted Extranet area). All unclassified data on ENTSO-E Extranet shall be considered as Open within ENTSO-E. ENTSO-E's liability is expressly excluded for any misuse of uploaded information or documents accessed by other Users through the ENTSO-E Extranet, even in case of gross negligence;

- In the event that any Authorized Legal Entity or User, as a Data Controller pursuant to the [GDPR](#), outside the European Union is accessing personal data made available on the ENTSO-E Extranet in the absence of an adequacy decision issued by the European Commission for the relevant third country, the said User and the relevant Authorised Legal Entity shall comply with the obligations contained under the Standard Contractual Clauses issued pursuant to *Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council*, located at http://data.europa.eu/eli/dec_impl/2021/914/oj, which shall form an integral part of the present Terms of Use, and which the said Data Controller will be deemed to have signed. The Standard Contractual Clauses will be deemed completed with the modifications made available under Annex 1 of present Terms of Use. However, any bilateral Data Transfer Agreement which have been directly signed between ENTSO-E and the User or Authorised Legal Entity shall prevail over this Terms of Use and its annexes.

Compliance with these principles is of key importance to ensure confidentiality and security of information shared through the ENTSO-E Extranet. Individual User is in any case personally liable for any non-compliance with the present Terms of Use. In addition, it is expressly agreed that any action taken by a User is deemed to be performed on behalf of the Authorised Legal Entity which allowed the User to access the ENTSO-E Extranet. It is the responsibility of the Authorised Legal Entity to ensure that its authorised Users comply with the rules and principles laid down in present Terms of Use. Authorised Legal Entity shall therefore be (jointly with the concerned User) liable for any non-compliance attributable to one of its authorised Users. Furthermore, the Authorised Legal Entity and/or the individual User shall indemnify and hold ENTSO-E harmless from any claim, cost, charge, damages, expense or loss which may result from the non-compliance of the defaulting User with the provisions of these Terms of Use.

ENTSO-E's liability shall be excluded for any damage which may occur to any User or third-party attributable to a User.

Without prejudice to the foregoing provisions, failure to comply with these Terms of Use may result in the suspension or termination of some or all of the access and privilege rights granted by ENTSO-E to the Authorised Legal Entity for its Users.

**Annex 1. General Terms and Conditions for the Transfer of Personal Data
in the framework of the use of the ENTSO-E Extranet**

It is expressly agreed that the Authorised Legal Entity, as the data importer, will only process the personal data within the framework of this agreement for the purposes in which it was granted access to ENTSO-E Extranet. Any other use will be the exclusive responsibility of the Authorised Legal Entity or the User.

The Standard Contractual Clauses issued pursuant to *Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council*, located at http://data.europa.eu/eli/dec_impl/2021/914/oj, will be deemed completed with the following modifications:

- (i) Module One (1) of the EU Standard Contractual Clauses (Transfers Controller to Controller) shall apply to the transfers of Personal Data from ENTSO-E (as a Controller) to the Authorised Legal Entity (as a Controller) via ENTSO-E Extranet;
- (ii) Clause 7 (the optional docking clause) is not included;
- (iii) The optional paragraph under Clause 11 (Redress) is not included;
- (iv) Option 1 under Clause 17 (Governing law) is chosen (these causes shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights). The Parties agree that this shall be the law of Belgium;
- (v) Any dispute arising from these clauses shall be resolved by the courts of Belgium, as indicated under Clause 18(b).
- (vi) Annex I and Annex II (Technical and organizational measures) shall be completed as set forth in this Annex 1; and
- (vii) shall be completed as provided in Annex 1 of this Terms of Use.

1. LIST OF PARTIES, DESCRIPTION OF THE TRANSFER, AND COMPETENT SUPERVISORY AUTHORITY

A. LIST OF PARTIES

Data Exporter:

Name: **European Network of Transmission System Operators for Electricity (ENTSO-E)**

Address: **Rue de Spa 8, 1000, Brussels, Belgium**

Contact details: privacy@entsoe.eu

Role (controller/processor): **Controller**

Data importer(s):

Name: **The User or Authorised Legal Entity, who has agreed to the ENTSO-E Extranet Terms of Use**

Address and Contact details: **The User or Authorised Legal Entity email address as made available for the registration for ENTSO-E Extranet (unless it is otherwise notified to privacy@entose.eu)**

Role (controller/processor): **Controller**

2. DESCRIPTION OF TRANSFER

Categories of Data Subjects

The personal data transferred concern the following categories of data subjects:

Data Exporter Permanent Staff Members, Data Exporter Seconded Staff Members, Data Exporter Contractors, Data Exporter Consultants, Data Exporter TSO Member Staff, Data Exporter Suppliers, General stakeholders responding to consultations (which will include members of the public), Staff Members of Professional Stakeholders Bodies.

Categories of Personal Data

The personal data transferred concern any Personal Data made available by Data Exporter to Data Importer in via the ENTSO-E Extranet, including, without limitation, the following categories of Personal Data:

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|-------------------------------------|
| Name |
| Private postal address |
| Professional postal address |
| Private phone |
| Professional phone |
| Private email address |
| Professional email address |
| Position within TSO Company/ENTSO-E |

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|-------------------------------|
| Pictures & Audio visual media |
|-------------------------------|

Sensitive data transferred (if applicable): N/A.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous basis within the scope of the access granted by ENTSO-E to the Authorised Legal Entity for ENTSO-E Extranet.

Purposes of the transfer(s): The transfer is made for the following purposes:

In the context of its regular Activities and legal mandates relating to electricity transmission, the Data Importer needs to work in close collaboration with the Data Exporter, the European Network of Transmission System Operators for Electricity (ENTSO-E), and use Data Exporter's systems and applications, including the ENTSO-E Extranet. In the course of carrying out its activities and legally mandated functions, ENTSO-E needs to share information with non-EU third-parties, and allow them to access certain information. The vast bulk of this information and data is not personal data. However, certain data are personal data. The Data Importer shall use the transferred personal data exclusively for the needs of the Data Importer collaboration with ENTSO-E and members, and shall refrain from using these personal data for any other purpose whatsoever.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Data Importer Staff, Data Importer Contractors, Data Importer IT services suppliers provided that any sharing of personal data received from the Data Exporter is done only on the basis of the provisions of this agreement and as set out herein.

3. COMPETENT SUPERVISORY AUTHORITY

Belgian Data Protection Authority (Autorité de Protection des Données)

4. TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

The technical and organisational measures applied by the User or Authorised Legal Entity shall be in line with Good Industry Practice¹, and ENTSO-E may require the User or Authorised Legal Entity to submit their applied measures before granting access to ENTSO-E Extranet.

¹ the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking as that Data Controller under the same or similar circumstances.