

## Annex 1

### General Terms and Conditions for Access by Business Partners to the Swissgrid Customer Portal

Version 1.0, dated January 2011

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## 1 Scope of application

Swissgrid offers its business partners access to its customer portal and use (screen view, downloads) of data stored there (information, external reports, etc.) within the context of their access authorisation. These **General Terms and Conditions for Access to the Swissgrid Customer Portal ("GTC")** govern the relationship between Swissgrid and its business partners (incl. their registered employees and authorised representatives) for access to and use of the Swissgrid customer portal.

## 2 Definitions

**Business partners** are legal entities or natural persons, corporate bodies of the federal government, the independent state regulatory authorities in the electricity sector, international organisations, etc.

**Role** describes the function legally performed by the business partner, for example, trader, supplier, grid system operator, distribution system operator/owner, ancillary services provider, power plant operator/owner, Balance Group Manager, regulator, Swiss Federal Office, international or Swiss association, etc.

**Data** refers to all kinds of information and documents to which the authorised user has access via the Swissgrid customer portal, for example, operational or financial data, billing or production data, performance measurement data, meter values, external reports, master data, etc.

<sup>1</sup>**Token or OTP token** refers to the electronic device which generates the One-Time Password.

**One-Time Password ("OTP")** is the nine-digit transaction number generated by the token which grants access to the Swissgrid customer portal along with the user ID and PIN.

**Secure ID number** is the token identification number (reverse side of token).

**User ID** refers to the user's identification code and consists of a serial number permanently assigned to the authorised user.

**PIN** is the personal identification number for the authorised user which is allocated by Swissgrid.

**Identification data** refers to the user ID and PIN allocated to the authorised user by Swissgrid.

**Authorised user(s)** is (are) the natural person(s) registered by the business partner for access to the customer portal, i.e. employees of the business partner or third party authorised by the business partner.

**Access data** signifies the identification data and the One-Time Password generated by the token.

**Access resources** are the resources provided by Swissgrid to the authorised user (token, PIN, user ID) for access to the Swissgrid customer portal.

## 3 Business partner's registration

In order to be registered for access to the customer portal and to obtain the necessary access rights, the business partner is obliged to complete and sign the "Agreement between Swissgrid and the business partner for access to the Swissgrid customer portal" on the Swissgrid website, and arrange for the employees/authorised representative to sign it and return it to Swissgrid (Swissgrid Ltd., Stakeholder Affairs, Dammstrasse 3, CH-5070 Frick) ("Registration").

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<sup>1</sup> Only applies if a token is provided.

The business partner must submit a separate registration for each role it holds as a Swissgrid partner.

The number of registrations should be commensurate with the size of the company or the relevant department of the business partner. Swissgrid is entitled to verify the number of registrations for access authorisation in terms of necessity for performance of the legal mandate or performance of the contract and, if necessary, limit the number of authorised users.

## **4 Access authorisation and personalisation**

Swissgrid shall grant the business partner access to the customer portal within the scope that was stated in accordance with the legislative framework or the contracts based thereon with the business partners.

As part of the business partner's registration, the latter shall specify to Swissgrid the authorised user or users which are employees of the business partner or are authorised to use the customer portal. The authorised user shall receive a personalised token. Only the authorised user is entitled to access the Swissgrid customer portal using the personalised token.

An authorised user holding more than one role shall receive a single token only. This token allows him to access all data specific to those roles.

### **4.1 Changes to access authorisation**

The business partner must notify Swissgrid immediately and in writing of any changes affecting its authorised user(s).

If an authorised user registered originally by the business partner leaves the business partner or another employee takes over his position, all access resources must be returned to Swissgrid without being requested to do so. The registration procedure must be completed again for the new authorised user.

## **5 Power of attorney provisions**

Within the context of this agreement, the authorised representative is the person who is listed on the agreement by the business partner as authorised representative ("power of attorney") and who has registered using the application form. The power of attorney shall be valid until such time as it is expressly revoked by the business partner or the authorised representative vis-à-vis Swissgrid; a different registration or publication will not alter this.

It is expressly provided that the revocation of the authorisation automatically leads to invalidity of the access authorisation of the authorised representative and the latter must return the access resources without delay. The death of the authorised user or loss of the ability to act on the part of the authorised user does not automatically mean that the granted powers of attorney expire or that its access resources become invalid. In fact, the business partner must always disclose information concerning the expiry of access authorisation or authorisation.

## **6 Identification procedure**

Anyone using access data to log in to the customer portal or using proof of ID ("Identity check") shall be deemed by Swissgrid to be an authorised user, irrespective of whether that person is actually an authorised user.

All activities which are based on a technically error-free identity check shall be attributed to the authorised user concerned.

## 7 Risks

The identification procedure set out in Section 6 above means that any risks resulting (a) from manipulation of the business partner's IT system by unauthorised parties or (b) from fraudulent use of the PIN, user ID, or OTP token or (c) during data transmission shall be borne by the business partner. The authorised user is aware of the risks that may arise from the fact that the Swissgrid customer portal traffic flows via open installations that are available to anyone (such as public and private data transmission networks, Internet servers and access providers) (see Section 22).

In the event of irregularities, the connection must be terminated immediately and the findings reported to Swissgrid.

## 8 Access to the customer portal

The business partner shall access the Swissgrid customer portal via the business partner's browser.

### 8.1 Technical requirements

The authorised user does not require special software on its system for access to the Swissgrid customer portal, only a standard web browser with Internet access and the OTP token ("Hardware").

### 8.2 <sup>2</sup>OTP token, user ID, PIN

The authorised user shall receive the following access resources for access to the Swissgrid customer portal:

- 1 OTP token
- 1 user ID
- 1 PIN

Each access resource shall be sent to the authorised user separately. The OTP token must be checked within a week of receipt to ensure it is functioning properly; any defects must be reported to Swissgrid immediately, otherwise the token is deemed to be functioning properly once accepted.

### 8.3 <sup>3</sup>Cost of access resource

The first token sent by Swissgrid to the authorised user shall be free of charge. Replacement (e.g. in the event of loss (Section 12), damage, etc.) of the token shall be subject to a charge and Swissgrid shall be entitled to bill CHF 150 to the business partner for the issue of a new token (invoice payable within 30 days). No costs shall be invoiced if the token is defective through no fault of the authorised user (see Section 11).

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<sup>2</sup> Only applies if a token is provided.

<sup>3</sup> Only applies if a token is provided.

## 9 How the token works

A detailed description of its functionality can be obtained from the document entitled "Operating instructions for access by the business partner to the Swissgrid customer portal".

## 10 Duty of care of the authorised user

The authorised user is obliged to exercise great care with regard to storing the information provided for identification purposes and the token. The token must be stored in a safe place and should not be left lying around.

The PIN must be kept confidential. Under no circumstances must it be disclosed or passed on to another person. The information provided for identification must be stored separately and must not be noted on one of the other devices or stored electronically.

The access resources may not be passed on by the authorised user to a third party. If there is any reason to assume that someone other than the authorised user has gained knowledge of the user ID or the PIN, the authorised user must notify Swissgrid immediately so that Swissgrid can block access. The authorised user must return to Swissgrid immediately all proof of identity and will then be issued with a new access authorisation subject to a charge (see Section 8.3).

The business partner bears full responsibility for ensuring that the above obligations are fulfilled by all the authorised users that it has registered.

The business partner is also obliged to take the necessary security precautions to back up any data stored on its IT system.

If, for any reason, the authorised user suddenly receives access to data on the customer portal that are not intended for him/her, he/she must refrain from accessing the data and notify Swissgrid immediately of this fault and destroy any data received.

## 11 <sup>4</sup>Defective token

In the event of faults or errors to this OTP token which may impair or reduce its ability to function, the authorised user must refrain from using it and inform Swissgrid, Stakeholder Affairs immediately by calling +41 848 016 016, Fax +41 58 580 21 21, or by sending an e-mail to the following address [info@swissgrid.ch](mailto:info@swissgrid.ch). Swissgrid, Stakeholder Affairs can be contacted during office hours (weekdays 7:30 am – 5:30 pm). Swissgrid will endeavour to provide a replacement as quickly as possible.

## 12 <sup>5</sup>Lost token

Lost tokens must be reported to Swissgrid, Stakeholder Affairs by calling +41 848 016 016, Fax +41 58 580 21 21, or by sending an e-mail to the following address [info@swissgrid.ch](mailto:info@swissgrid.ch) (weekdays 7:30 am – 5:30 pm) so that Swissgrid can block access. Swissgrid will endeavour to provide a replacement as quickly as possible.

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<sup>4</sup> Only applies if a token is provided.

<sup>5</sup> Only applies if a token is provided.

### **13 Forgotten PIN or user ID**

If an authorised user is no longer able to remember his/her access data, he/she can contact Swissgrid, Stakeholder Affairs by calling +41 848 016 016, Fax +41 58 580 21 21, or by sending an e-mail to the following address [info@swissgrid.ch](mailto:info@swissgrid.ch) (weekdays from 7:30 am – 5:30 pm).

### **14 Block**

In the event of violations and non-compliance with these GTC on the part of the authorised user, Swissgrid is entitled to block its access to the customer portal (see Section 26).

Swissgrid is entitled to block access to the customer portal at any time.

### **15 Encryption**

When data are transferred from the customer portal to the authorised user the connection is encrypted, but the data content is not. However, despite encryption, it is possible in principle for an unauthorised third party to seek to gain access to the business partner's IT system unnoticed while using the Internet. The business partner should therefore implement the usual security measures to minimise the security risks that exist on the Internet (e.g. by using up-to-date anti-virus programs and firewalls); it is the business partner's responsibility to find out exactly what security precautions may be necessary. The business partner is also obliged to take the necessary security precautions to back up any data stored on its IT system.

### **16 Availability and support**

In the event of system failures, faults or errors, Swissgrid shall try to remedy these as quickly as possible.

System restrictions or blocked access to the customer portal because of periodic maintenance work will be announced in advance on the customer portal.

To report system failures, faults, errors and technical defects, or for questions about the customer portal, contact Swissgrid, Stakeholder Affairs by calling +41 848 016 016, Fax +41 58 580 21 21, or by sending an e-mail to [info@swissgrid.ch](mailto:info@swissgrid.ch). Swissgrid, Stakeholder Affairs can be contacted during office hours (weekdays 7:30 am – 5:30 pm).

### **17 Property**

The OTP token provided shall be entrusted to the authorised user for its intended use only. It shall remain the property of Swissgrid.

### **18 Changes to provisions**

Swissgrid reserves the right to amend these GTC at any time. Changes shall be disclosed to the authorised user in writing, on the Swissgrid website or in some other suitable way.

They are valid without written objection within a month of their disclosure and at any rate are deemed to have been approved the next time the electronic device is used.

## 19 Validity of the GTC

These GTC shall enter into effect upon signing of the agreement with the business partner.

## 20 Deregistration

Access to the customer portal can be terminated in writing by the business partner at any time.

Once access deregistration is completed the access resources provided by Swissgrid must be returned immediately and unsolicited to Swissgrid, Stakeholder Affairs, Dammstrasse 3, CH-5070 Frick.

## 21 Confidentiality

The business partner or authorised user undertakes to consider as trade secrets and to keep confidential data received, provided or disclosed to it by Swissgrid, irrespective of how they are stored or presented (data carrier).

The business partner or authorised user is not entitled to use the data for any other purpose than that stated in law or in the contract and within the scope of its role, which it had specified to Swissgrid upon registration.

The obligated party may not provide the data to third parties, unless expressly authorised to do so pursuant to the law or the contract with Swissgrid.

In the event of requests from third parties, legal or administrative authorities concerning the disclosure of data or the relationship to Swissgrid, the obligated party must notify Swissgrid immediately and cooperate with Swissgrid in its efforts to prevent disclosure of the data and the relationship.

This confidentiality clause shall outlast the termination of the business relationship between the business partner and Swissgrid by five (5) years.

### Exceptions

The obligations of this agreement shall not apply to (a) data that are already accessible to the public or become accessible without breach of these GTC, or (b) data that are brought to the attention of the obligated party by bona fide authorised third parties.

## 22 Data protection

Data protection and data security conform to the provisions of the Swiss Data Protection Act. The Parties undertake to comply with these provisions and to take the appropriate organisational and technical steps to guarantee data protection. The business partner shall also obligate its staff and the authorised representatives in writing to comply with the provisions governing data protection.

The business partner shall authorise Swissgrid to process its personal data within Swissgrid provided this is required for the business relationship entered into with the business partner. The personal data shall be treated in the strictest confidence and shall not be passed on to third parties.

Please be aware that Swiss law (e.g. governing data protection) is limited to Swiss territory only and consequently all data leaving Switzerland will no longer be protected under Swiss law. If data are disclosed abroad, the recipient undertakes to handle the data with the same degree of care as would be the case under Swiss data protection regulations.



## **23 Partial invalidity**

If parts of these GTC are void or become invalid, the remainder of the GTC shall continue to be valid. The parties shall then set out and define the provisions in such a way that the desired aim is achieved with the void or invalid parts as far as possible.

## **24 Scope of rights assigned**

The authorised user shall be granted a non-transferable, non-assignable right to use the data provided by Swissgrid.

## **25 Breaches of contract**

Access to the customer portal is solely for the purpose of obtaining the data provided. In particular, the authorised user shall not use the customer portal in any way that might damage, deactivate, overload or impair this system or that might disrupt use of the customer portal for any other party. In particular, the authorised user shall not attempt to gain unauthorised access to (hack into) the customer portal, other accounts, computer systems or Swissgrid networks connected or accessed via the customer portal by cracking codes, illegally procuring passwords or adopting any other methods. In particular, the authorised user shall not use any methods to obtain information that is not intentionally made available to him/her via the customer portal.

## **26 Infringements of this contract**

In the event that the business partner or authorised user infringes this contract, Swissgrid may block access to the customer portal immediately (see Section 14). The business partner must bear the consequences.

Swissgrid reserves the right to make further claims.

## **27 Guarantee on the part of Swissgrid**

Swissgrid shall provide no guarantee that the token it has provided will be completely free of defects and that access to the customer portal will always be possible and fully correspond with the ideas of the business partner.

## **28 Liability**

Swissgrid disclaims all liability, including liability for auxiliary personnel, in connection with and arising from this business relationship to the extent legally permissible. In particular, Swissgrid shall accept no responsibility for damages incurred by the business partner as a result of defects or errors in the customer portal or liability for loss of earnings, indirect damages and consequential damages.

Swissgrid shall accept no liability for incorrect data from third parties which Swissgrid places on the customer portal.

The identification procedure set out in Section 6 above means that any risks resulting from the manipulation of the business partner's IT systems by unauthorised parties or from fraudulent use of the user ID, OTP token or PIN during data transmission shall be borne by the business partner.

Swissgrid shall accept no liability for any damages caused by transmission errors, technical defects, faults, operational failures or illegal hacking into the IT systems of the business partner or of a third party or into systems and transmission networks accessible to anyone, unless Swissgrid is guilty of gross negligence. Nor shall Swissgrid be liable for damages as a result of faults, interruptions (incl. essential system maintenance work) or overloading of Swissgrid's IT systems.

Swissgrid shall not be liable for errors or system failures relating to third-party systems to which the customer portal is connected.

## **29 Statutory obligations on the part of Swissgrid**

The business partner acknowledges that during the business relationship circumstances may arise whereby Swissgrid is legally obliged to report the business relationship to a responsible authority or terminate the business relationship. The business partner is obliged to provide Swissgrid, on request, with information it requires in order to fulfil its legal duty to inform.

## **30 Original text**

The GTC are drafted in German, French, Italian and English. In the event of discrepancies, the German version shall be authoritative.

## **31 Place of jurisdiction**

The exclusive place of jurisdiction for all disputes shall be the tribunal at the headquarters of Swissgrid.

## **32 Applicable law**

The legal relationships between the business partner and Swissgrid shall be subject to Swiss substantive law.