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# TERMS & CONDITIONS FOR ACCESS TO ENERGY TRACK & TRACE DENMARK – THE USER

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## 1. Background for Energy Track & Trace Denmark

With Energy Track & Trace Denmark, Energinet Datahub A/S provides a solution that connects the production of green electricity to the consumption thereof, to ensure that the electricity in the electric network is green when being used. Based on data from the DataHub-system, certificates of production from approved energy-sources and certificates of consumption will be issued every 15 minutes.

## 2. Definitions

| Term                         | Definition  |
|------------------------------|---|
| Energinet DataHub A/S        | Subsidiary of Energinet and owner of Energy Track & Trace Denmark.  |
| Energy Track & Trace Denmark | Application owned by Energinet Data-Hub A/S.  |
| DataHub System               | DataHub is an IT system, owned and operated by Energinet DataHub A/S. In addition to storing vast volumes of information about customers, consumption, and prices, DataHub handles all data communication between market participants in the electricity market.  |
| User                         | Commercial producers or commercial consumers that use <a href="https://energytrackandtrace.dk">https://energytrackandtrace.dk</a> or the underlying APIs.   |
| Service Provider             | A company that offers, as a service, to administrate Users' transactional agreements between producers and consumers, administration of issuance of granulated certificates and other solutions based on the APIs of Energy Track & Trace Denmark. The Service Provider's operations are based upon an agreement between the Service Provider and the individual User, which has provided the Service Provider with a power of attorney to perform the actions on behalf of the User. |

|                         |   |
|-------------------------|---|
| API's                   | Energy Track & Trace Denmark is based upon open APIs (Application Programming Interfaces) which makes it possible to use the software in independent applications.  |
| Granulated certificates | <p>Energinet DataHub A/S issues certificates of consumption and/or certificates of production.</p> <p>For certificates of consumption, it is required that a given measuring point is activated by API or <a href="https://energytrackandtrace.dk">https://energytrackandtrace.dk</a>.</p> <p>For certificates of production, it is required that a measuring point for renewable energies of the categories solar or wind is activated by API or <a href="https://energytrackandtrace.dk">https://energytrackandtrace.dk</a>.</p> <p>If a given measuring point has not been activated, there will not be issued any certificate for it.</p> |
| Registry                | At issuance of a certificate of consumption or a certificate of production, the owner, energy volumes and certificate-ID will be registered in the Registry. The Registry ensures that any changes in data or transactions will be logged and tracked.  |
| Wallet                  | The Wallet is a personal account of a User in which the User can see and interact with the granulated certificates, which the User has been issues through its own measuring points, or by agreement has acquired through transactions from other Users. Certificates of consumption is only placed in the User's own Wallet and cannot be transferred to other Users, unlike certificates of Production.   |

### 3. Purpose

1. This document describes the terms and conditions for use of Energy Track & Trace Denmark.
2. Being responsible for the operations of Energy Track & Trace Denmark, Energinet DataHub A/S shall provide non-discriminative and objective terms and conditions for the use thereof.
3. These terms apply to Users in their access to and use of Energy Track & Trace Denmark
4. These terms are made in consideration of:
  - a. Commercial producers and commercial consumers (Users) of renewable energy are offered to gain access to get an overview of their productions and consumption and in relation hereto get issued and transfer granulated certificates of production.
  - b. Energy Track & Trace Denmark allows the Users to link their granulated certificates of productions with their granulated certificates of consumption, and thereby document the coverage of renewable energy in the total energy consumption.

### 4. General terms

1. Registration of a company as a User of Energy Track & Trace Denmark at Energinet DataHub A/S is conditional on the following:
  - a. The User identifies itself by an eligible digital identification solution for companies,
  - b. The User accepts the terms and conditions for access to and use of Energy Track & Trace Denmark as a User.
2. At the initial login into Energy Track & Trace Denmark, an account for storing the User's certificates ('Wallet') will be created. In the Wallet the User can find and view all certificates acquired by issuance directly to the User or by transfer from other Users.
3. The User is obligated to comply with the, at any time present, regulations and terms published by Energinet DataHub A/S.
4. Energinet DataHub A/S do not charge Users for their use of Energy Track & Trace Denmark. Any changes regarding charge of Users for their use of Energy Track & Trace Denmark will happen after notice in accordance with article 7 on changes in the terms and conditions.
5. The User is not allowed to apply for guarantees of origin and granulated certificates on the same measuring point for productions units. If the User apply for issuance of a granulated certificate in Energy Track & Trace Denmark for a measuring point cobbled to one or more productions units, it will not be possible to receive any guarantees of origin for the relevant measuring point.

## 5. Energinet DataHub A/S' access to and use of information

1. Energinet Datahub A/S logs all of the User's activities performed in the Energy Track & Trace-system. Logging is performed as a control-measurement to ensure compliance with these terms and conditions. Energinet DataHub A/S performs routine control checks of the log as well as individual control checks in case of server breakdowns or suspicion of non-compliance with these terms and conditions etc.

For further information, please refer to the privacy policy.

## 6. Liability

1. The terms and conditions are regulated by Danish law and Energinet DataHub A/S and the User are liable in accordance with the Danish rules on liability. However, a party cannot be held liable for indirect damages, including operating loss, loss of profit, loss of data and/or consequential loss or damages, unless such damages is due to gross negligence or intentional conduct by the responsible party.
2. Energinet DataHub A/S is not liable for damages that is due to server issues or server breakdowns, errors in the user interface or errors in third party systems that interact with Energy Track & Trace Denmark.
3. Energy Track & Trace Denmark issues granulated certificates based upon the data from the DataHub-system. Energy Track & Trace Denmark is not responsible for any data in the DataHub-System, registered by the actors on the Danish electric market, that may be incomplete or false, and the consequences such faulted data may have on the User's granulated certificates.

## 7. Changes in terms and conditions

1. Energinet Datahub A/S can make changes in these terms and conditions with four weeks' notice.
2. Energinet DataHub A/S may make changes to these terms and conditions with a notice shorter than four weeks, but still given in reasonable time, if the changes are due to changes in legislation which require Energinet DataHub A/S to make changes in the terms and conditions for Energy Track & Trace Denmark. In such cases, Energinet DataHub A/S shall, to the extent possible, consult the Users by public hearing in such a way that the changes will take effect in due time as required by the legislation.

## 8. Termination

1. The User can terminate these terms and conditions without any notice. After termination of these terms and conditions, the User will lose all access to Energy Track & Trace Denmark and its Wallet.
2. Energinet DataHub A/S can terminate these terms and conditions with four weeks' notice.
3. Should Energinet DataHub A/S become aware of the User's violence of these terms and conditions or misconduct in the use of Energy Track & Trace Denmark, Energinet DataHub A/S may terminate the terms and conditions immediately and block all access for the User to Energy Track & Trace

Denmark and its Wallet. Energinet DataHub A/S will not be accountable for any consequential losses that the User may suffer as a result thereof.

## 9. Force majeure

1. Neither of the parties shall under these terms and conditions be held accountable to the other party for issues or circumstances that are outside the control of the party, and that the party within reasonable expectations could not have foreseen or prevented.
2. The parties shall inform the other party of the occurrence and the end of a force majeure situation without any reasonable delay.

## 10. Governing law and venue

1. Any dispute that may arise under these terms and conditions, which the parties cannot amicably resolve, shall be settled by mediation arranged by the Danish Institute of Arbitration in accordance with the rules of mediation adopted by the Danish Institute of Arbitration and in force at the time of request for mediation is submitted.
2. If the mediation proceedings are terminated without a settlement, the dispute shall be subject to arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
3. The arbitration tribunal shall decide upon allocation of legal costs, including costs for the parties' attorneys.
4. The decision of the arbitration tribunal is binding and final.

## 11. Acceptance of terms and conditions

1. These terms and conditions can be accepted with the use of a digital identification solution for companies.