

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE NORDIC UNAVAILABILITY COLLECTION SYSTEM (NUCS)

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1. Purpose and applicability of the terms and conditions

1.1. General

The Nordic unavailability collection system platform (“**NUCS Platform**”) is a specific database platform, which aims at receiving and publishing unavailability data from transmission system operators (“**TSOs**”) and entities which creates data and which has an obligation to submit this data to the ENTSO-E Transparency Platform (“**Primary Owners of Data**”), in accordance with Regulation (EU) N°543/2013. Furthermore, the NUCS Platform supports publication of inside information in accordance with Regulation (EU) N°1227/2011.

These general terms and conditions of use (the “**Terms of Use**”) determine the conditions applicable for the access to, and the use and the submission of data for publication on the NUCS Platform.

The NUCS Platform, in whole or in part, including but not limited to, its website, its database, its database content arrangement, translations, compilations, partial copies, modifications, graphical interfaces and updates, is and shall remain the exclusive property of the Nordic TSOs¹. The data deliberately published on the NUCS Platform (“**NUCS Platform Data**”) may be subject to copyright owned by the Primary Owner of Data.

The rights to use the NUCS Platform are:

- granted on a non-exclusive and worldwide basis, for an unlimited term,
- submitted to the strict compliance with the limits of use set forth in present Terms of Use, and
- not sub-licensable or transferrable.

The rights to use the NUCS Platform and/or the NUCS Platform Data, for the submission of data, are subject to the strict compliance with all technical and operational requirements set forth in the Manual of Procedures of the ENTSO-E Transparency Platform. NUCS Platform Data requirements are also subject to changes in the Manual of Procedures of ENTSO-E.

1.2. Prohibited use of the NUCS Platform Data and website

The following use of the NUCS Platform Data or of any other element published or available on the NUCS Platform website are strictly prohibited:

- a) Any use which may cause unjustified damage to the reputation of the Nordic TSOs or of a Primary Owner of Data;
- b) the uploading or change of NUCS Platform Data without prior authorisation from the Nordic TSOs;
- c) The defeat or circumvention of security features implemented in relation with the NUCS Platform use;
- d) Any use which may cause damage to the NUCS Platform normal operations.
- e) Any use contravening the requirements set forth in Clause 2.1 of the Terms of Use.

¹ The Nordic TSOs consist of the TSOs in Denmark, Norway, Sweden and Finland, however not including the TSO of the Aland Islands.

2. User rights and responsibilities of the User

2.1. Use of the NUCS Platform Data

Within the limits set forth in the present Terms of Use, the Nordic TSOs grants entities that submit data to the NUCS Platform (“**the NUCS Platform Data Submitter**”) and/or entities or natural persons that consult, collect and/or use the NUCS Platform Data (“**Data User**”) a right to use the NUCS Platform.

In accordance with the applicable legislation, the NUCS Platform Data Submitter and/or Data User shall, when using of the NUCS Platform Data for any purpose whatsoever:

- use the NUCS Platform Data in good faith and always comply with good business practices regarding the re-use of publicly available data;
- mention the NUCS Platform as the source of publication of the data, in accordance with good industry practices and comply with all reasonable requests from the Nordic TSOs regarding the visibility of the NUCS Platform origin of the re-used NUCS Platform Data;
- be only allowed to make reference to the NUCS Platform as the source of publication of the re-used data. It is therefore expressly prohibited to use the NUCS Platform name or the Nordic TSOs name in any manner that is likely to cause confusion regarding the possible existence of any kind of sponsorship or of endorsement of any use of the NUCS Platform Data by the Data Submitter and/or Data User;

The Nordic TSOs do not perform quality control on data that is retrieved from the ENTSO-E Transparency Platform and displayed by NUCS. Such data are displayed as they are received from the Transparency Platform.

The NUCS Platform Data Submitter and/or Data User shall therefore extract and use the NUCS Platform Data under its sole responsibility.

2.2. Alternatives for data submission

Insofar as it complies with all requirements set forth in the present Terms of Use, the NUCS Platform Data Submitter may freely decide to use the NUCS Platform for purposes in connection with

- manual data submission via the Web interface, or
- M2M data submission via the API

The M2M Interface offers the NUCS Platform Data Submitter the possibility of automated transmission of its data to the NUCS Platform. General information on the configuration requirements shall be communicated by the Nordic TSOs, but proper configuration of NUCS Platform Data Submitter’s IT System for M2M connection is the exclusive responsibility of the NUCS Platform Data Submitter.

2.3. Disclosure of inside information (obligations under REMIT art 4)

NUCS offers services for compliance with REMIT art. 4, disclosure of inside information:

- A web feed according to Implementation Regulation 1348/2014 and ACER's guidance on the application of REMIT, 4th edition, chapter 7.2.
- Publication of "other inside information", i.e. a text field for inside information not related to unavailable capacity.

By including the REMIT services, NUCS Platform reduces the need for double reporting that could arise due to overlapping requirements in Reg EU 543/2013 and Reg EU 1227/2011.

The use of REMIT services is optional for all Data Users. In the event that NUCS Platform is unavailable due to technical or other reasons, Data Users must be aware of their obligations under REMIT art. 4, and the alternatives for disclosure of inside information until NUCS Platform is again available. See ACER's guidance on the application of REMIT, 4th edition, chapter 7.2, for more information.

It is the Data Submitters, as market participants, that have the sole responsibility and liability to comply with the Regulation (EU) 1227/2011 (REMIT).

2.4. Use of automated data extraction tool

The web graphical user interface of the NUCS Platform is primarily designed for human access and not for robot access.

To facilitate access to all interested parties using automated tools to gather data from the NUCS Platform, the Nordic TSOs provide a specific M2M Interface, offering Data Users the possibility to subscribe to publication, so that updates of the NUCS Platform Data may be sent to the Data User's IT System.

The Data User is the sole responsible for the proper configuration of its M2M connection.

Considering the requirement for the Nordic TSOs to ensure open and continuous access to the NUCS Platform for all interested parties, and the fact that automated tools (e.g. robots, screen scrapers, crawlers) may cause disturbance to the stability and availability of the platform, the Nordic TSOs reserves the right to introduce technical constraints aimed at ensuring optimal NUCS Platform operation.

3. Responsibilities of the Nordic TSOs

3.1. Access rights

The Nordic TSOs shall deliver to the NUCS Platform Data Submitter and Data User the required access rights to secure the configuration of their IT System in connection with the NUCS Platform.

The NUCS Platform Data Submitter and Data User are responsible for ensuring the confidentiality of their accounts and password, and that all concerned individual users also ensure this said confidentiality.

The NUCS Platform Data Submitter and Data User are responsible for any damage caused by any of their users making use of their accounts (and related access privileges) and/or caused by any abuse of said accounts (and related access privileges) by unauthorised third-parties.

The NUCS Platform Data Submitter and Data User may share their accounts and passwords with their IT service providers, but remain in all circumstances liable for any damages caused by the latter's use of their accounts.

3.2. Log files and user tracking

To ensure a high level of security of the NUCS Platform operation, the Nordic TSOs shall keep relevant records of the NUCS Platform Data Submitters' and the Data Users' use of the NUCS Platform.

Said relevant records may constitute valid evidence of the acts, which could be attributable to the NUCS Platform Data Submitter or Data User, as far as the relevant records relate to an account attached to the NUCS Platform Data Submitter or to the Data User.

3.3. Suspension or termination of access to the NUCS Platform

The Nordic TSOs may, at any time with immediate effect and without any prior notice, decide to suspend access to the NUCS Platform or revoke the right of use granted to the Data User or the NUCS Platform Data Submitter, if they do not comply with any of the provisions of these Terms of Use and insofar as that non-compliance may cause damages or disturbances in the normal operation of the NUCS Platform.

The NUCS Platform Data Submitter and Data User may not claim any compensation of whatever nature in case of suspension or revocation of access to the NUCS Platform decided by the Nordic TSOs pursuant to present clause.

Suspension or revocation (or not) of access to the NUCS Platform is decided and made without prejudice:

- to the ability of the Nordic TSOs to claim compensation for the possible damage resulting from NUCS Platform Data Submitter or Data Users breach of its obligations, and
- to the obligation of the NUCS Platform Data Submitter or Data User to hold the Nordic TSOs harmless from any claim brought from a third-party (including but not limited to members of the Nordic TSOs) alleging that NUCS Platform Data Submitter or Data User infringed its rights or caused damages to said third-party.

3.4. Availability and maintenance of the NUCS Platform

The Nordic TSOs shall use its best efforts to ensure the 24/7 availability of the NUCS Platform. For information on support, please see NUCS support page.

The Nordic TSOs shall periodically maintain and update the NUCS Platform.

The Nordic TSOs may temporarily suspend access to the NUCS Platform services, when required for maintenance.

Except where the reported malfunction or problem has a major impact on the performance of the NUCS Platform, the Nordic TSOs may decide to remedy within the framework of a forthcoming NUCS Platform Version or Release and/or maintenance operation.

4. Personal Data

The provisions related to the personal data processed via the NUCS Platform website are published on the NUCS Platform website and deemed to be part thereof.

5. Liability

The Nordic TSOs does not guarantee that the NUCS Platform will run uninterrupted or be free from errors. No warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to condition, quality, performance, intellectual property, infringements, merchantability or fitness for purposes is given or assumed by the Nordic TSOs.

To the fullest extent permitted by applicable law, the Nordic TSOs or the Primary Owners of Data shall not be liable, under any circumstances or under any legal theory, whether in tort, contract, or otherwise, for any damage arising out of:

- the use or inability to access or use the NUCS Platform, or of
- the provision or failure to provide any service (including M2M interface related services) or otherwise under or in connection with the NUCS Platform, or of
- the use, consultation, interpretation, re-use, transmission or downloading of NUCS Platform Data, or of
- any decision, act or omission of the Data User which is based in all or in part on the NUCS Platform Data, or of
- the alteration or modification of the NUCS Platform Data resulting from an improper reutilisation of the data by any Data User,

even if the Nordic TSOs has been advised of the possibility of such damage or such damage is foreseeable.

In case of gross negligence or wilful misconduct, possible liability of the Nordic TSOs or the Primary Owners of Data shall in any case be limited to direct damages arising out of the use or inability to access or use the NUCS Platform, the provision or failure to provide any service (including M2M interface services) or otherwise under or in connection with the NUCS Platform.

The liability of the Nordic TSOs or the Primary Owners of Data is expressly excluded regarding any indirect damage, incidental damage or consequential damage (including damages for loss, of use, information, goodwill, profit, work stoppage, data, business, or revenue).

The NUCS Platform Data Submitter and Data User shall hold the Nordic TSOs or the Primary Owners of Data free and harmless against any third-party claim for damages, compensation or otherwise, regardless of the reason therefore, in conjunction with the use of the NUCS Platform made by them.

6. Notices

All written notices that a Party is required to provide to the other Party pursuant to present Terms of Use shall be communicated through the following addresses:

- For the Nordic TSOs and the NUCS Administrator: to the relevant email address as mentioned on the NUCS Platform website
- For the NUCS Platform Data Submitter and Data User: to the relevant email address as mentioned on the NUCS Platform website

A notice shall be deemed to have been duly given the first business day following the day the notice is sent by email, provided that the email transmission is promptly confirmed by an electronic receipt from the recipient email server.

7. Applicable law and jurisdiction

The validity, performance and construction of these Terms of Use shall be governed by the laws of Norway.

The courts of Oslo shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms of Use when these disputes involve the Nordic TSOs as a party.

If any term of these Terms of Use is held by a court of competent jurisdiction to be invalid, unenforceable, or otherwise ineffective by operation of law, these Terms of Use shall remain in full force and the Nordic TSOs shall replace such invalid or unenforceable provision with a provision that corresponds as closely as possible to the intention of the Nordic TSOs.

8. References

- [Commission Regulation \(EU\) No 543/2013 of 14 June 2014 \(Transparency regulation\)](#)
- [Regulation \(EU\) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 \(REMIT\)](#)
- [Commission implementing Regulation \(EU\) No 1348/2014 of 17 December 2014](#)
- [ENTSO-E Manual of Procedures \(MoP\)](#)
- [ACERs Guidance on the application of REMIT](#)