

Data Discovery Platform – Terms of Use

1. Conditions of Use

- 1.1. The Data Discovery Platform (“DDP”) is a tool which enables self-service access to gas industry information that organisations are entitled to access under and in accordance with the following:
 - 1.1.1. the data permissions matrix held and administered by Xoserve (“Data Permissions Matrix”)
 - 1.1.2. the uniform network code prepared pursuant to Standard Special Condition A11(6) of the gas transporter’s licence, as from time to time modified, and as made contractually binding (as incorporated into an individual gas transporter’s individual network code) by the relevant framework agreement (“Uniform Network Code” or “UNC”);
 - 1.1.3. data services agreement with Xoserve as central data services provider; and
 - 1.1.4. any other equivalent or applicable regulations or agreements (referred to together for the purposes of these Terms of Use as “**Industry Rules & Agreements**”)
- 1.2. The DDP is provided by Xoserve Limited (“**Xoserve**”, “**we**”, “**our**” or “**us**”) company number 5046877, registered office address Lansdowne Gate, 65 New Road, Solihull, B91 3DL.
- 1.3. The DDP may be accessed from any device, desktop, laptop or mobile in accordance with these Terms of Use.
- 1.4. The data available through the DDP is data related to Authorised Organisations which such Authorised Organisation provided to us in accordance with Industry Rules & Agreements and which we are obliged to provide access to under Industry Rules & Agreements including the Data Permissions Matrix (“**Data**”)
- 1.5. These terms and conditions, together with any notices, policies or documents incorporated into this document, (“**Terms of Use**”) set out the rules that apply to your use of the DDP and the data accessed through the DDP. Whenever you log into or use the DDP or access the Data you accept and agree to be bound by these Terms of Use. Please read them carefully before using the DDP.
- 1.6. We reserve the right to change any or all of these Terms of Use at any time if we do so we will notify you by posting the revised terms on Xoserve.com.

2. Using the Data Discovery Platform

How to access the Data Discovery Platform

- 2.1. The DDP is accessed through the website <https://login.eu1.birst.com/login.html> or any other website notified to you by Us from time to time (“**Website**”)
- 2.2. If you experience any technical issues using the DDP you should refer them to your Primary User first and then to Our Service Desk where advised to.

Who may use the Data Discovery Platform?

- 2.3. Access to the DDP is given on an organisation by organisation basis. An organisation is authorised to access the DDP where it has permission to access the Data under the Data Permissions Matrix (“**Authorised Organisation**”)

- 2.4. **"User", "you" or "your"** refers to you, the individual who is has been set up with access to the DDP either by direct application or by the Primary User for your Authorised Organisation in accordance with these Terms of Use.

Primary Users

- 2.5. Each Organisation must have a single point of contact in relation to the DDP who has the authority to create/request new users, modify and cancel existing users within their Authorised Organisation ("**Primary User**").
- 2.6. Each Authorised Organisation may register as many Users as it wishes.
- 2.7. Only those Users who have been set up in the way described in these Terms of Use are permitted to use the DDP.

Access to Data Discovery Platform

- 2.8. We manage access controls for the DDP.
- 2.9. Each Authorised Organisation is responsible for arranging, extending and removing access to the DDP within its own organisation. Any failure to do so may result in restriction or revoking access to the DDP.

How to Request Access to the Data Discovery Platform for New Users

- 2.1. You may request access to the DDP either through the Primary User for your Authorised Organisation or directly through Xoserve.com.

How to Request Changes to Existing Users Access

- 2.2. You may only request changes to your access by sending to the Primary User for your Authorised Organisation.
- 2.3. Requests for access and changes to existing access will be handled as follows:
- 2.3.1. where you make a direct request, our data team will validate your request with our customer advocate for your Authorised Organisation and will confirm when the process is complete by e-mail to you.
- 2.3.2. where you send the request to the Primary User for your Authorised Organisation they must raise a ticket with the service desk by sending an email to the dedicated email account "box.xoserve.DataOffice@xoserve.com" ("**Xoserve Service Desk**")
- 2.4. If you follow the processes described correctly then we will verify requests and issue a notification of completion by e-mail to you and where appropriate your Primary User within 3 working days of receipt of the request.
- 2.5. If you follow the processes described correctly then we will verify requests and issue a notification of completion by e-mail to you and where appropriate your Primary User within 3 working days of receipt of the request.
- 2.6. If the correct process is not followed – for example a request is sent to somewhere other than Xoserve Service Desk then the timescales for the completion of a request will not be possible and your request will take longer.

How are User Accounts Managed?

- 2.7. We put in place protocols to maintain the appropriate access controls for the DDP throughout the life of a user account. However, it is the Authorised Organisation's responsibility to notify us of requirements to modify User access as a result of changes to roles and responsibilities within the Authorised Organisation including requests to revoke access when Users leave the Authorised Organisation.
- 2.8. Each Primary User must raise requests to revoke access to the DDP for any Users in their Authorised Organisation where the User has been inactive for between 30 and 60 days.

- 2.9. To help Authorised Organisations to comply with their access control obligations We will from time to time send an e-mail to each Primary User a list of any Users in their Authorised Organisation where the User has been inactive for between 30 and 90 days.
- 2.10. For those Users that have been inactive for **60 days** we will restrict access to the DDP until a revoke request or alternatively an extension request has been submitted and processed.
- 2.11. For those Users that have been inactive for **90 days** or more We will revoke their access until a request for reinstatement has been submitted and processed.
- 2.12. Just because we send the notifications described above it does not mean that Authorised Organisations and Primary Users are relieved of their obligations in relation to access to the DDP.

3. User Responsibilities

- 3.1. If you are a Primary User, then in addition to the responsibilities of a User set out in this section you must:
 - 3.1.1. monitor user accounts within your Authorized Organisation and ensure that inactive users are dealt with in accordance with the user account management section of these Terms of Use;
 - 3.1.2. immediately notify Us if you or any user within your Authorised Organisation is able to view information that relates to another organisation or is otherwise outside of the permissions granted to your Authorised Organisation and take reasonable steps to ensure there is no further access or misuse of such data;
 - 3.1.3. immediately notify Us if you leave your Authorised Organisation by submitting a request to revoke access to the DDP along request to designate a new User or existing User as the replacement Primary User; and
 - 3.1.4. manage all requests and queries in relation to the DDP for your Authorised Organisation and be the interface with us.
- 3.2. As a User at all times when using the DDP you undertake, represent and warrant that:
 - 3.2.1. by accessing and using the DDP you have authority to do so and accept and agree to be bound by these Terms of Use;
 - 3.2.2. you will only access the DDP and use the Data for the purpose(s) upon which you and your Authorised Organisation have been permitted under Industry Rules & Agreements;
 - 3.2.3. to the extent that any of the Data or information provided to You through the DDP contains Personal Data You and Your Authorised Organisation shall comply with your relevant obligations under the Data Protection Legislation and Industry Rules & Agreements;
 - 3.2.4. you will not collect Data or otherwise access the DDP using automated means (such as harvesting bots, robots, or scrapers) without our prior written permission;
 - 3.2.5. you will not attempt to gain unauthorised access to the DDP, the server on which the DDP is stored or any server, computer or database connected to the DDP; and
 - 3.2.6. you shall comply with all applicable laws.
- 3.3. As a User you shall also:
 - 3.3.1. ensure that you are aware of the rules that apply to your Authorised Organisation in respect of its access to and use of the Data and only use the Data in accordance with those rules and as permitted under the Industry Rules & Agreements;
 - 3.3.2. immediately notify your Primary User if you are able to view information that relates to another organisation or is otherwise outside of the permissions granted to your Authorised Organisation;

- 3.3.3. inform your Primary User if you leave your Authorised Organisation or no longer need to access and use the DDP;
- 3.3.4. ensure that Your user name, user identification code, password, or any other piece of encrypted or other information used as part of Our security procedures to ensure you have secure and confidential access to the DDP (whether or not such information has been chosen by you or allocated by us) ("**Secure Access Details**") are kept secure and strictly confidential at all times. You are responsible for any access or use of the DDP made using Secure Access Details allocated to You or Your Authorised Organisation and Your Authorised Organisation shall be liable for any such use;
- 3.3.5. comply with and follow all relevant security steps and processes in relation to the DDP as set out in these Terms of Use and as notified by Us from time to time;
- 3.3.6. only download up to 50,000 rows of Data;
- 3.3.7. reset your password every 30 days to meet the password requirements set by Us and notified to you from time to time;
- 3.3.8. not introduce viruses, trojans, worms, logic bombs or other material which are malicious or technologically harmful to the DDP or the Website, or malicious or technologically harmful to the server on which the DDP or the Website sits or any server, computer or database connected to the DDP; and
- 3.3.9. not attack or facilitate an attack on the DDP via a denial-of-service attack or a distributed denial-of service attack.

4. Availability of Data Discovery Platform

- 4.1. We cannot guarantee the continuous or fault-free operation of the DDP. Systems or technological failure may impede or prevent your access to all or any part of the DDP and transmission of Data via the DDP is over the internet and therefore can be subject to errors and delays. We are not responsible or liable to you for any such systems, technological or data transmission failure that might occur.
- 4.2. We reserve the right to withdraw or amend the availability of the DDP without notice but will take all reasonable efforts to keep you informed of any planned downtime.
- 4.3. If in Our reasonable opinion you have failed to comply with these Terms of Use or any other agreement or arrangement which governs your permission to access the Data including but not limited to the misuse of or sharing of Data, with anyone who is not authorised to access it, then we shall have the right to immediately restrict or withdraw your or your Authorised Organisation's access to the DDP.

5. Data and Data Protection

For the purposes of these Terms of Use "**Privacy and Data Protection Legislation**" means the following the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all laws and regulations applicable to the relevant party relating to the processing of personal data in relation to these Terms of Use, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

The terms Personal Data, Data Controller and Data Processor shall have the meaning in the General Data Protection Regulation (Regulation (EU) 2016/679/("GDPR").

- 5.1. Due to the nature of the Data the following applies:
 - 5.1.1. the Data may be out of date at any given time, and we are under no obligation to update it;
 - 5.1.2. we give no warranty or other assurance about the accuracy of the Data; and
 - 5.1.3. Data should not be regarded as a substitute for any professional or expert advice.
- 5.2. To the extent that the Data contains Personal Data You and each Authorised Organisation acknowledge and accept that we act as Data Processor in accordance with instructions and obligations set out in Industry Rules and Agreements in relation to making the Data available and will comply with the Data Protection Legislation and the relevant arrangements under the Industry Rules & Agreements in doing so.
- 5.3. In relation to any Personal Data relating to You that You provide when using the DDP we shall store and process any such Personal Data in accordance with our privacy policy which can be found on Xoserve.com, as may be amended or updated by us from time to time.

6. Intellectual Property Rights

For the purposes of this section Intellectual Property Rights means patents, trademarks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, rights in knowhow and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

- 6.1. All Intellectual Property Rights and other ownership rights in the DDP and any materials forming part of the DDP (including any developments, enhancements, improvements, or changes to the DDP after you have accepted these Terms of Use) shall be retained by and vest in us, our licensors (as applicable).
- 6.2. We grant to You, as a User, a revocable, royalty-free, non-exclusive, non-transferable (including no right to sub-licence), limited licence to access and use the DDP in accordance with these Terms of Use. You may not modify, adapt, reverse engineer, alter, or create any derivative work of any content, material or software forming part of the DDP. This licence shall immediately and automatically expire upon Us withdrawing your access to the DDP in accordance with these Terms of Use for any reason whatsoever.

7. Our Liability

- 7.1. We accept no liability to you for yours or your Authorised Organisation's use of the DDP other than
 - 7.1.1. any liability accepted under the Industry Rules & Agreements; and
 - 7.1.2. any liability that is not capable of being excluded under applicable laws.
- 7.2. In particular we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect yours or your Authorised Organisation's computer equipment, computer programs, data or other proprietary material due to your use of the DDP or the Website or any other website linked to the DDP.

8. General

- 8.1. Any claims arising from or related to your use of the DDP or dispute or claims arising under these Terms of Use will be governed by and construed in accordance with the laws of England and Wales and the English courts will have exclusive jurisdiction over any such matters.
- 8.2. No delay or failure by us to enforce any provision of these Terms of Use will be deemed a waiver of any of Our rights under these Terms of Use. No waiver by Us will be effective unless it is in writing and signed by Us.
- 8.3. We will send all notices and other communications regarding Your use of the DDP through any of the following mediums, at our option: (a) to the nominated email address of your Authorised Organisation; or (b) by a notice or communication posted on Xoserve.com.
- 8.4. If any part of these Terms of Use is void, unenforceable or illegal, that term is severed. The remainder of these Terms of Use shall have full force and effect.