



As of 24 April 2023

## DATA HUB “STEP” Terms and Conditions

### 1. Definitions

**ST** – Data platform “Step” administrator. AS Sadales tīkls, registration No. 40003857687, legal address: Šmerļa iela 1, Rīga, LV-1160.

**“Step” portal** – Data platform “Step” portal ([www.datuplatforma.lv](http://www.datuplatforma.lv)). The portal provides access to customer and site technical data, exchange of market messages, consumption and billing data, as well as various types of electricity market reports. It supports user management and information exchange.

**Data Platform User** – a participant of the electricity market with whom a Data Platform User Agreement has been signed. The Data Platform User authorises the User by requesting access rights to the “Step” portal.

**User** – the Primary or Secondary User of the portal who has access to it. The User is authorised to represent and act on behalf of the interests of the Data Platform User. The Data Platform User requests ST to grant/deny access rights to the Primary User or Users. After registration, the User will receive an authorisation link to the e-mail address provided along with the validity period of the link.

**Primary User** – the primary user of a Data Platform User on the “Step” portal who has the right and obligation to create, maintain, remove Secondary Users that are a members of the market participant they represent.

**Secondary User** – a private person who has been granted Secondary User rights in the “Step” portal by the Primary User.

**Username** – the name chosen by the User. A username and a password are required for authentication, when logging in to “Step”. Access Information – username and password.

**Password** – the password chosen by the User and required for authentication, when logging in to “Step”.

**Terms and Conditions** – “Step” Terms and Conditions, as amended and supplemented from time to time, made available in the portal.

**Personal data** – any information relating to an identified or identifiable natural person.

**Parties** – the Data Platform User and ST together as the parties to the contract within the context of these Terms and Conditions.

### 2. General Terms

2.1 The Terms and Conditions shall be binding on all Parties. Each User is obliged to acquaint themselves with the Terms and Conditions.

2.2 In addition to the Terms and Conditions, the ST Client Personal Data Processing Principles (which are published on the ST website), the Data Platform “Step” User Agreement and the laws and regulations of the Republic of Latvia shall apply to the relationship between the Parties

2.3 All actions taken in the “Step” portal, including any action, request for information, use, exchange of market reports and data, correspondence, or any other agreement between a User and ST, as well as notices sent by ST to a User via “Step” or any other communication channel, shall be deemed to be legally binding on all Users of the relevant Data Platform Users.

2.4 Any information or communication of any kind circulated by ST to a Data Platform User through “Step” or other communication channels shall be deemed to have been received and shall be legally binding from the moment it is available in the “Step” portal.

### **3. Entry into Force of the Terms and Conditions and Access to the “Step” Portal**

3.1 The Terms and Conditions and any amendments thereto shall enter into force when they are published and are available in the “Step” portal under the ““Step” Terms of Use”. The User is obliged to read the Terms and Conditions and they become binding upon registration.

3.2 User registration in the “Step” portal is performed electronically as follows:

3.2.1 User authentication with their Username and Password;

3.2.2 Adding a new User to an ST employee or Primary User. User access can only be activated by the new User after having received an e-mail with the User authorisation and activation link and having entered the Password.

3.3 It is recommended to change the Password regularly (at least once every three months) in the “Step” User Information section. A new Password can be created on the “Step” homepage using the “Forgot my password” link. Upon initiating this action, an activation link will be sent to the e-mail provided, after which it will be possible to choose a new Password.

3.4 The Primary user is responsible for creating or removing access for new Users.

3.5 If the Primary User is unable to remove the access rights of a User registered in the portal, they are obliged to immediately inform ST of the removal of the User’s access rights by e-mail: *step@sadalestikls.lv*.

3.6 User access rights are deactivated if the Data Platform User Agreement is terminated.

3.7 The User is denied access if they have not logged in to “Step” within the validity period of the authorisation link received in the e-mail;

3.8 A Data Platform User has requested the Primary User for their access rights to be denied by sending an email to: *step@sadalestikls.lv*;

3.9 The User is denied access if ST has reasonable grounds to suspect unlawful use of the “Step” portal.

### **4. The Data Platform User’s Obligations, Rights and Responsibilities**

4.1 The Data Platform User is fully responsible for the Users who have been granted access to the portal and is bound by any action taken by any User, including any Secondary User appointed by the Primary User, whether it be directly in the portal or not.

4.2 The Data Platform User acknowledges and ST fully relies on the fact that the Primary User has the right to change, grant or revoke the User’s access at any time and has the obligation to monitor, verify, regularly review and update the list of authorised Users.

4.3 The Data Platform User is obliged to keep their contact information up to date – the User’s e-mail on the “Step” portal.

4.4 It is the responsibility of the Data Platform User to inform all Users (including those designated by the Primary User) of these Terms and Conditions and to ensure compliance with them.

4.5 Each User is responsible for storing their Username and Password in a secure location, inaccessible to other persons, and assumes responsibility for any unauthorised use thereof.

4.6 The User is prohibited from taking any action that may impair the operation of the “Step” portal and related information systems, including, but not limited to, circumventing or damaging the security

controls of the “Step” Portal, as well as arbitrarily extending the granted access rights. In the case of violations, the User's access may be denied to the portal.

## **5. The User’s Obligations, Rights and Responsibilities**

5.1 The User has the right to perform actions in the “Step” portal on behalf of the Data Platform User.

5.2 It is the User’s duty and responsibility to utilise the data, statements and market reports available on “Step” in good faith and without prejudice to the legal interests of others.

5.3 Users are obliged to take appropriate security measures and to store their Access Information in a secure manner so that the platform is not accessible to third parties.

5.4 The User undertakes not to use the Username and Password of a third party to access the account of said third party.

5.5 The User is responsible for the security of other persons’ data that may come into their possession through the joint use of the portal, and the User undertakes not to disclose such data to third parties without the prior consent of the person concerned or a legal and lawful basis. The User may not use the services of the “Step” portal to collect the data of others without a legal basis.

## **6. Obligations, Rights and Responsibilities of ST**

6.1 ST is the system administrator of the “Step” portal, and they shall ensure that all the services are provided in accordance with the Terms and Conditions.

6.2 ST shall ensure the confidentiality of information relating to the User.

6.3 ST is entitled to amend the Terms and Conditions at any time. The latest version is available in the “Step” portal.

6.4 ST has the right to carry out technical maintenance work in the portal, causing interruptions to its operation and availability.

## **7. Service Fee**

7.1 “Step” portal is free to use.

7.2 For the performance of services for which a fee is payable, the Data Platform User shall pay in accordance with the ST Price List and/or issued invoice.

## **8. Processing of Personal Data**

8.1 ST, as the data controller, processes Personal Data in the “Step” portal to ensure:

8.1.1 User authentication,

8.1.2 The circulation of documentation related to the portal’s operation,

8.1.3 The exercise of claims rights,

8.1.4 That everything is backed up,

8.1.5 The integrity and security of the system,

8.1.6 The protection of both the User’s and its own interests,

8.1.7 The fulfilment of the obligations set out in the laws and regulations in force in the Republic of Latvia.

8.2 Information on ST’s other processing of personal data is provided in ST’s Client Data Principles, available on ST’s website.

8.3 ST shall ensure that appropriate technical and organisational measures are in place to guarantee the processing of the User’s personal data in accordance with the requirements of relevant legislation, including the protection of the User’s data against accidental, unauthorised or unlawful access, disclosure, alteration or loss.

8.4 ST is entitled to transfer the User’s Personal Data to ST’s processors or other service providers if it is necessary for the functionality of the “Step” portal and/or for the fulfilment of obligations arising from the request submitted by the User, as well as to third parties if these parties have a legal basis for obtaining such Personal Data from ST.

8.5 The User is entitled to exercise their right to access and amend their personal data in their account.

## **9. Other Provisions**

9.1 Disputes relating to the use of the “Step” portal shall be resolved by mutual agreement of the Parties. The submission of a written claim to the other Party shall be a precondition for the settlement of the dispute.

9.2 If the dispute cannot be resolved by agreement between the Parties, it shall be settled by the courts of the Republic of Latvia in accordance with its laws and regulations.

9.3 If information or applications are available in different languages in the portal, the Latvian language text shall prevail, while texts in other languages shall be viewed as translations from Latvian.