



The Terms in the data platform "Step" portal test environment are applicable from the moment of their publication in the test environment, in the data platform "Step" portal are applicable from January 23, 2025.

## Data Platform "Step" Portal Terms and Conditions

### 1. Definitions

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

**"Step" portal** – The "Step" Data Platform website ([www.datuplatforma.lv](http://www.datuplatforma.lv)). The portal functionality provides access to technical data of electricity users and sites, market reports, exchange of consumption and billing data, as well as electricity market reports. The portal offers user management and information exchange.

**"Step" Data Platform User** – An electricity market participant or system operator with which a contractual relationship has been established and/or to which the general terms and conditions of the "Step" Data Platform apply. "Step" Data Platform User the actual use of the "Step" portal is made through the User.

**User** – The Primary User or Additional User of the "Step" portal who has been granted access to the "Step" portal. The User is authorised to represent and act on behalf of the interests of the "Step" Data Platform User.

**Primary User** – Is a natural person who represents "Step" Data Platform User and who has extended rights to manage accesses, Additional Users and/or data in the "Step" portal.

**Additional User** – Is a natural person who represents "Step" Data Platform User and who has the defined access rights to manage data in the "Step" portal.

**Authentication** - An electronic process whereby an electronic identification service provider verifies the electronic identification data of a natural person in order to provide the electronic identification of that person.

**Electronic means of identification** - Tangible and intangible elements that contain a person's electronic identification data and are used to verify the identity of a natural person in an electronic environment.

**Identification service provider** - A business partner that allows logging in to the "Step" portal.

**Terms** – "Step" portal Terms and Conditions with all amendments and supplements published on the "Step" portal.

### 2. General Terms

2.1 The Terms are binding on the "Step" Data Platform User and all Users. Each User is obliged to acquaint themselves with the Terms. The User logging in to the "Step" portal shall be deemed to be confirmation that the User has read the Terms and agrees to be bound by them.

2.2 In addition to the Terms, the “Step” Data Platform Use Agreement, the “Step” Data Platform general terms and conditions, the principles of personal data processing and the applicable law shall apply.

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

2.4 Any information or communication that ST provides to a Data Platform “Step” User through the “Step” portal shall be deemed to have been received and shall be legally binding from the moment the information is available in the “Step” portal.

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

3.1 The Terms and any amendments thereto shall enter into force when they are published and made available in the “Step” portal. Each User is obliged to acquaint themselves with the Terms and their amendments.

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

3.2.1. Registration of the Primary User shall be carried out by the ST on the basis of the “Step” Data Platform Use Agreement signed by the “Step” Data Platform User and the information received in accordance with the procedures set out in the Single Data Exchange Standard. The Primary User can activate the access after having received the ST email with the user authorisation and activation link, having entered their personal code and having authenticated with one of the Electronic Means of Identification.

3.2.2 Registration of Additional User is carried out by the Primary User. The Additional User can activate the access after having received the ST email with the user authorisation and activation link, having entered their personal code and having authenticated with one of the Electronic Means of Identification.

3.2.3 The authorisation and activation link has the expiry date indicated in the email.

3.3 The User shall log in to the “Step” portal using one of the Electronic Means of Identification:

3.3.1 By accessing the “Step” portal, the User confirms that they have read these Terms and do not object to the processing of personal data (name, surname and personal code) obtained through the Electronic Identification process for the purpose of ensuring access rights and unambiguous authentication of the User.

3.3.2 On the website of the selected Electronic Identification Service Provider, the User shall complete the identification process by entering the information required by the relevant service provider in the required fields, which will allow the User to be Electronically Identified.

3.3.3 As a result of successful Authentication, the Identity Service Provider shall transfer the user’s personal data to the ST. Data transfer shall take place at the system level. The User shall only have access to the “Step” portal if the personal code sent by the Identification Service Provider and registered in the ST system matches.

3.3.4 ST shall keep the User’s personal data obtained during the authentication process and events recorded during the authentication process, documented in accordance with the requirements of regulatory enactments, in the audit trail for 36 months from the date of the event.

3.4. The Primary user is responsible for creating or removing access for Additional users.

3.5 The Primary User has the right to independently change the access rights of all Additional Users. If the Primary User, for reasons beyond their control, 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](mailto:step@sadalestikls.lv).

3.6 The User's access rights shall be deactivated immediately 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 The User is denied if ST has reasonable grounds to suspect the unlawful use of the "Step" portal, such as attempts to perform unauthorised access, processing of data without a legal basis, circumvention of security systems or any other activities that violate the laws, regulations, or these Terms. In such cases, the ST may also carry out additional checks and inform the responsible authorities to ensure the protection of personal data and the security of the system.

3.9 Access to the Primary User shall be denied if a "Step" Data Platform User has requested that access to the Primary User be denied by sending an email to: [step@sadalestikls.lv](mailto:step@sadalestikls.lv).

3.10 The User's access is blocked if the User has not logged in to the "Step" portal within the period specified by the ST Single Data Exchange Standard.

#### **4. The "Step" Data Platform User Obligations, Rights and Responsibilities**

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

4.2 The "Step" Data Platform User acknowledges that the Primary User has the right to change, grant or revoke the User's access at any time. ST fully relies on the Primary User to undertake the regular review, updating and verification of the adequacy of the list of authorised Users.

4.3 The "Step" Data Platform User is responsible for all actions performed by Users.

4.4 The "Step" Data Platform User has the right to request the ST to grant/revoke access rights to the Primary User.

4.5 The "Step" Data Platform User is obliged to follow and comply with the current version of the Terms.

#### **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 "Step" Data Platform User.

5.2 The data and information contained in the "Step" portal is restricted information; the User is obliged to use the data, reports and market reports available in the "Step" portal in good faith, for legitimate purposes and with due legal basis, without infringing the lawful interests of others.

5.3 Users are obliged to take appropriate security measures and to store Electronic Means of Identification in a secure manner so that they do not become accessible to third parties. The User is responsible for storing the Electronic Means of Identification in a secure place inaccessible to other persons and is liable for all actions performed with the Electronic Means of Identification of the User.

5.4 The User is obliged to keep their contact information up to date – the User's e-mail in the "Step" portal.

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 basis. The User may not collect or obtain data of other persons without a legal basis.

5.6 The User undertakes to comply with the Terms, and the User is obliged to follow and comply with the current version of the Terms.

5.7 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 "Step" portal.

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

6.1 ST is the system operator and personal data controller of the "Step" portal, ensuring the operation of the portal and compliance with data protection requirements.

6.2 ST shall ensure the provision of services in accordance with the Terms.

6.3 ST shall ensure the confidentiality of information relating to the User. ST complies with the basic principles of personal data protection, ensuring that all information related to Users is processed securely and only in accordance with the applicable laws and regulations and the Terms.

6.4 ST is entitled to amend the Terms at any time without further notice. The latest version is available in the "Step" portal.

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

6.6 ST shall not be liable for any damage or malfunction in the operation of the "Step" portal caused by damage or malfunction of the "Step" Data Platform User equipment, email configuration or congestion, use of inappropriate or unlicensed equipment or software, power failure, internet network malfunction or non-compliance of the User's computer, smartphone, tablet with the Terms.

6.7 ST shall not be liable if the "Step" Data Platform User does not receive the information sent by ST to the email address provided by the "Step" Data Platform User.

6.8 ST shall not be liable for any damage caused to the "Step" Data Platform User, including, but not limited to, during any interruption, upgrade or maintenance of the "Step" portal.

6.9 ST shall not be liable for any events, consequences and damages arising from incomplete or erroneous information provided by the User.

## **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 "Step" 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 controller of personal data, based on ST's legitimate interest in the efficient and secure management of the "Step" portal, shall process the personal data of the User (name, surname, personal code, e-mail address, telephone number) for the following purposes:

- 8.1.1. to administer the User's access rights;
- 8.1.2. to provide Authentication of the User;
- 8.1.3. to ensure the circulation of the documentation related to the operation of the "Step" portal;
- 8.1.4. to enforce claims;
- 8.1.5. to document and keep a backup copy;
- 8.1.6. to ensure the integrity and security of the system;
- 8.1.7. to protect the interests of ST and the User;
- 8.1.8. to fulfil the obligations set out in the legislation in force in the Republic of Latvia.

8.2 The processing of personal data is carried out on the basis of ST's legitimate interest in strengthening the protection of electricity users' data, as well as ensuring higher data security and access protection to information systems (Article 6(1)(f) of the General Data Protection Regulation).

8.3 The User's personal code is anonymized and used only to provide authentication services, in compliance with the requirements set out in legal acts for electronic identification.

8.4 Personal data will be stored for as long as necessary to achieve the goals and comply with the requirements of regulatory enactments.

8.5 For more information about the processing of personal data and the rights of the User as a data subject, contact ST's data protection specialist by writing to the e-mail: [personasdati@sadalestikls.lv](mailto:personasdati@sadalestikls.lv).

8.6 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.

8.7 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.

8.8 The User is entitled to exercise their right to access their personal data in their User account. The Additional User may correct their personal data by requesting the Primary User to make the changes. The Primary User can correct their personal data by sending an e-mail to: [step@sadalestikls.lv](mailto:step@sadalestikls.lv).

## 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.

9.4 Users who have registered in the “Step” portal up to and including 22 January 2025 retain the right to log in to the “Step” portal and Authenticate themselves using their username and password until further changes are made to the Authentication process, i.e., when the User has entered their personal code in the “Step” portal in order to use the Electronic Means of Identification for Authentication in the future. This transition to the new Authentication method must be made by 28 February 2025 (inclusive), after which date the old Authentication method with username and password will no longer be available, and Users will be required to use only Electronic Means of Identification.