# ETSS Application Programming Interface

## Terms of Use

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## 1. Scope and Applicability of the Terms of Use

**1.1.** The Hellenic Exchange S.A. (hereinafter "HEnEx") provides to all interested parties (hereinafter "the User" or "the Users") the Application Programming Interface (hereinafter "API" or "HEnEx' ETSS API") for the connection of their Local IT Infrastructure ( hereinafter "LITI") to the Energy Trading Spot System (hereinafter "ETSS").

**1.2.** The present Terms of Use (hereinafter "ToU") apply to the usage of HEnEx' ETSS API and among others they set out the terms and conditions for the use of the HEneX' ETSS API by Users as well as their respective responsibilities.

**1.3.** Any User that wishes to use the API adheres to the present ToU and concludes the respective API User Agreement (hereinafter "the Agreement") For the purposes of adhering acceptance of the ToU, the User must sign the Form S1-5 and therein indicate Option 2 [ETSS API (API) therein]. By accessing the "ETSS API Package"" and using the API any User acknowledges to have understood and accepted all the legal information that the present ToU contain and accept them in their entirety. These ToU as in force along with the signed form S1-5 when is indicated by the Participant shall constitute the "API User Agreement".

## 2. Registration and Access to the ETSS API

**2.1.** Upon acceptance of the present ToU and signature of the relevant Application Form (Form S1-5) and conclusion of the relevant Agreement the User shall be directed to HEnEx's website ([www.enexgroup.gr](www.enexgroup.gr)) and declare interest for accessing the ETSS API Package.

**2.2** Up-to-date contact information, including company's title, responsible department, phone number, and email accounts(s) shall be filled in the Application Form.

**2.3.** HEnEx will send the links for accessing the "ETSS API Package" to the contact persons as indicated by the User in the aforementioned Application Form. HEnEx reserves its right to contact said contact persons for issues related to the ETSS API within working hours and/or in a reasonable manner.

## 3. ETSS API Package

The ETSS API Package contains (a) the ETSS API Technical Specification with the relevant documentation and (b) an ETSS API Client Sample Application and the API Guidelines for Developers.

## 4. Access to ETSS API Technical Specification and System Development

**4.1.** The ETSS API Technical Specification is provided "as is" and "as available" without any warranty of any kind, either express or implied and HEnEx expressly disclaims all warranties including, without limitation, any warranty of merchantability, accuracy, fitness to a particular purpose.

**4.2.** Each User shall develop a LITI compliant with the provided ETSS API technical specifications and with the provided by HEnEx material.

## 5. Credentials

**5.1.** Credentials, including security keys, tokens, log-in information and related technical information are provided solely by HEnEx for any User interested to access the ETSS via the Technological Services Form provided by HEnEx.

**5.2.** Credentials are confidential and they shall not be sold, shared, transferred, or sublicensed to any other User. All activities that occur using Credentials are at the responsibility of the User.

## 6. Testing and access to ETSS

**6.1.** As soon as the User has completed the necessary LITI development with respect to the API technical specifications and prior to accessing the production environment, the User shall contact HEnEx for setting-up a connection to the ETSS testing environment for LITI's tests.

**6.2.** The LITI's tests cover all functionalities of the LITI and validate that the User's LITI has no detrimental effect on HEnEx's ETSS.

**6.3.** The User shall ensure that: a) any person acting on its behalf has the required authorization to use the API;b) any LITI used to access the API must be properly configured to securely connect to the API (as may be amended from time to time); c) any log-in credentials provided by HEnEx to the User to use the API must be confidential and secure. The User is strictly liable for all use of any credentials registered until HEnEx revokes them following a request by the User's Contact Person; d) any Orders placed through the API are not erroneous; e) it shall not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate the ETSS and its content.

## 7. User's Responsibilities and Restrictions

**7.1**. The User is exclusively responsible for:

a) providing and maintaining the communications equipment including computers and modems required for accessing the API. The User is also responsible for the availability, accessibility, transmission quality and functionality of any telecommunication lines, computer system or software needed to access and use the API;

b) correctness, accuracy and format of its data (except when HEnEx is the data provider) and of any other content needed for the functionality of the API, under the requirements according to ETSS API Technical Specification;

c) any authorisation, license, agreement or other legal documentation between the User and third parties that are required for the User's use of the API;

Additional rights and obligations applicable to the User may from time to time be specified or added solely by HEnEx.

**7.2.** Each User undertakes the obligation to abstrain from the following:

a) Develop any applications that: (i) are fraudulent or misleading; (ii) infringe on any third User's intellectual property rights or rights of publicity or privacy; (iii) are defamatory, trade libellous, threatening, or harassing; (iv) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data; or (vi) otherwise violate any applicable Law;

b) Disclose or provide the ETSS API or Access Credentials to any person or entity other than the responsible User's employees and any contractor acting as Independent Software Vendor (ISV), or any persons acting on its behalf and properly authorised to do so and acquainted with the ETSS API prior to use, and any subsequent changes to it;

c) Use the ETSS API for any illegal purposes, or in any manner which would violate these ToU, or breach any laws or regulations regarding privacy or data protection, or violate the rights of third parties or expose HEnEx to legal liability;

d) Copy, adapt, reformat, reverse-engineer, disassemble, decompile, decipher, translate or otherwise modify the ETSS API, Access Credential, data, or other information, through automated or other means and perform any vulnerability, penetration or similar testing on the ETSS API;

## 8. HEnEx's Responsibilities

HEnEx use its best endeavours to provide technical support to any User in order to maintain the continuity of access to and technical capacity of the API at all times. HEnEx will not be responsible for:

a) any interruption, suspension or temporary unavailability in the accessibility or functioning of the API, unless it is the result of HEnEx's own gross negligence or wilful misconduct;

b) any loss or damage as a result of accessing information from HEnEx website or by the use of the API including errors from technical inaccuracies, incorrectness or incompleteness content or data, viruses, or other harmful matter

c) any loss or damage as a result of the malfunction, instability or inaccessibility of the API, equipment or services delivered by third parties or other circumstances for which HEnEx is not responsible, including Force Majeure;

d) loss of confidentiality, security or reliability of the connection of the User's LITI to the API.

In case the User reasonably believes that there are errors in the API, it shall give HEnEx immediate written notice, and HEnEx shall use its best endeavours to correct such errors within a reasonable time from the receipt by it of such notice.

## 9. Licence of the API

Subject to continuous compliance of the User with the present binding ToU, HEnEx hereby grants to each User a non-exclusive, non-transferable, non-sub-licensable, worldwide, revocable right and license under HEnEx and ATHEXGroup intellectual property rights to:

a) develop, test, operate and support a LITI;

b) use the API as it requires to send and transmit data to the extent necessary to interface with ETSS;

c) distribute or allow access to the API integration in any LITI to end users; and,

d) to display the Content accessed through the API within the LITI.

## 10. API Amendments and Maintenance

**10.1.** The API will be subject to version control. HEnEx reserves the right to amend the API from time to time and will endeavour to provide to Users each new version with reasonable notice of such amendments via HEnEx's Website.

**10.2.** Following any amendment to the current version of the API, HEnEx shall be entitled to cease the support of an older version of the API. HEnEx will use its best efforts to ensure that older versions of the API will remain functional, but does not warrant or guarantee that this will be possible.

**10.3.** In case of maintenance work, HEnEx will perform the relevant works outside Trading Hours when possible, and shall give a reasonable notice of any planned system maintenance which may affect the API via any available means, including website publications/announcements.

**10.4.** Subject to a scheduled system upgrade or amendment or/and other causes affecting use or access to the API, HEnEx will give a reasonable notice to each User.

**10.5.** HEnEx shall provide technical support to Users regarding their access to API and maintain the continuity of access at all times.

## 11. Monitoring Usage of API

**11.1.** By using the API, the User acknowledges and agrees that HEnEx and its authorized personnel and contractors shall have the right to monitor the User's use of the API, to ensure that the API is being used in an appropriate manner and that the User has no right to block or otherwise restrain such monitoring.

**11.2.** HEnEx reserves the right to take actions that are reasonably necessary to ensure that the performance of HEnEx's ETSS is not impacted by the User's use of the API.

**11.3**. In the event of any misuse affecting others Parties' use or causing a security threat to HEnEx or other market participants, HEnEx reserves the right to: (i) disconnect the User from the API, (ii) limit the User's access to the API, (iii) suspend the User from using the API, (iv) revoke one or more of the User's log-in credentials and tokens, temporarily or permanently. HEnEx shall inform the User of such disconnection and/or suspension the soonest possible/promptly. HEnEx reserves the right to refuse the use of the ETSS API to a Party's LITI which could endanger the stability of the ETSS or that doesn't conform to the HEnEx ETSS API Package and the present ToU.

**11.4.** The actions described in the previous paragraph will be effected in case of non-compliance with (a) these ToU and (b) the following occasions:

a) Transfer, sell or publish in any form of any data made available to the User via the API;

b) Inappropriate use of the API;

c) Any infringement of HEnEx's intellectual property rights in connection with the API;

d) Unauthorised use of any log-in credentials;

e) Inappropriate use of data requests at a rate that is deemed to be beyond what is acceptable (as determined by HEnEx in its absolute discretion);

f) Any breach of HEnEx's Trading Rulebooks or any applicable law.

## 12. Force Majeure

**12.1.** Neither HEnEx nor any User shall be held responsible in case of force majeure events preventing them from complying with their respective obligations under the ToU.

**12.2.** HEnEx or/and any User that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in the other User performing any obligation under the ToU, must:

a) promptly notify the other User; and

b) inform the other of the period for which it is estimated that such failure or delay will continue.

## 13. Limitation of liability

**13.1** Except to the extent that any limitation of liability is prohibited by applicable law, HEnEx shall not be liable to a User for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, or exemplary damages of any kind arising from a breach of its obligations under the ToU. The liability of HEnEx shall be excluded in all cases under the ToU other than where any losses or damage to a User is incurred or suffered as a result of HEnEx's gross negligence and/or wilful misconduct.

**13.2.** Any User uses the API, content, and data available at its own risks and under its own responsibility.

## 14. Confidentiality

Any User acknowledges that they may receive confidential or proprietary information which is either identified as confidential at the time of disclosure or should reasonably be recognized by HEnEx as confidential under the circumstances, whether or not marked as confidential or proprietary. For the avoidance of doubt, the ETSS API, the ETSS API Technical Documentation and the API User Agreement are deemed to be HEnEx's Confidential Information. Confidential Information shall not include any information that the User can establish that it was generally available to the public (or becomes so) without the fault or negligence of HEnEx, and it is rightly obtained by the User from a third User without a duty of confidentiality. The duty of confidentiality shall not prevent HEnEx from disclosing any information to any person or contractor engaged by HEnEx in performing services in respect of the API, provided that such person or entity is subject to an appropriate duty of confidentiality.

## 15. Termination

**15.1.** HEnEx may terminate the API Agreement and suspend access to the API immediately, without liability or other obligation, by written notice to the User, in case the User breaches any of the terms or conditions of the present ToU.

**15.2.** The User may terminate the API Agreement by giving not less than twenty (20) days written notice, whereupon at the expiry of the notice period all access to the API will be terminated.

**15.3.** All provisions of the ToU which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of the User's access to and use of the API shall not relieve the User of any obligations arising or accruing prior to such termination or limit any liability which the User otherwise may have to HEnEx.

## 16. Costs and Fees

**16.1.** Connection of any LITI to the ETSS is subject to HEnEx's Additional Fees Policy. HEnEx shall be entitled to adjust the applicable fees from time to time with a reasonable time notice via its Website.

**16.2**. Access to the ETSS API Package and support provided by HEnEx solely for the purpose of developing and connecting its LITI via the API to the ETSS is provided to the User free-of-charge.

**16.3.** Each User shall be responsible for covering its own costs and expenses in order to meet its obligations under the ToU.

## 17. Governing law and dispute resolution

These ToU and the respective API User Agreement are governed by and construed in accordance with Greek law. In the event of any dispute that may arise between HEnEx and the User our of or in connection with these ToU and the respective API User Agreement the parties shall first attempt amicable settlement. In case of non-resolution of the dispute with amicable settlement the dispute will be referred to the exclusive jurisdiction of the courts of Athens.

## 18. Miscellaneous

**18.1.**     Communications

For inquiries or any issue related to the API under the present ToU , any User may contact HEnEx Market Support Department:

HEnEx Market Support Department

Phone:     +30 210 33 66 845

FAX:       +30 210 33 66 852

mail to:   etss_support@enexgroup.gr

(Email subject should begin with [HEnEx ETSS API])

The Contact Person as assigned to the Application Form is authorised to represent the User in all and any matters under the ToU.

The User ensures that all contact information is updated and accurate and may at any time amend its own details, including the Contact Persons, by sending an e-mail to HEnEx Market Support Department.

**18.2** ToU Updates and Amendments

HEnEx may, at its sole discretion, update or modify the ToU unilaterally at any time. Such amendments will be published at HEnEx's website at least ten (10) working days prior to the day when the amended version comes into force. Each User is considered to have accepted the amendments through its continued use of the ETSS API with effect from the date on which the amended version of the ToU comes into force.

**18.3** Agreement

All Parties understand that no relationship of association, representation or establishment of a new legal entity through this ToU is created between HEnEx and any User in any way.

The present ToU set out all of the terms that have been agreed between HEnEx and the User in relation to the subjects covered by it and supersede all and any previous agreements related to API.