

Evaluation of public consultation on the PRISMA GTCs and Glossary which are intended to come into effect on 1 July 2022

Following the intentions to:

- (i) improve the services offered by bringing the provisions of the existing GTCs and Glossary in line with the latest technical updates; and
 - (ii) ensure adherence to the applicable legal requirements,
- PRISMA revised the existing PRISMA's General Terms and Conditions and their Glossary.

The proposed changes made in this respect include the following:

- clarifications as to the appointment of the User Administrator;
- technical updates;
- formal updates;
- alignment of definitions;
- overall wording improvements.

Corresponding public consultation on the adjusted parts of the GTC was held from 03 - 20 May 2022.

Evaluation of PRISMA GTCs which will be intended to come into effect on 1 July 2022

A. Comments on the General Terms and Conditions for Use of the PRISMA Capacity Platform

Chapter 1. GENERAL PROVISIONS	Comments received
Part I. SCOPE OF THESE GENERAL TERMS AND CONDITIONS	
Article 2: Platform Usage Contract	
<p>1. The Platform Usage Contract (PUC), between the Customer and PRISMA European Capacity Platform GmbH (PRISMA), is concluded with the acceptance of these GTCs and PRISMA's privacy policy. Both, PRISMA's GTCs and privacy policy are the material content of the PUC.</p> <p>2. The PUC is concluded for an indefinite period. Customers have the right to terminate the PUC at any time according to Art. 16, para. 1. PRISMA can also terminate the PUC according to Art. 16, para. 2 et seq.</p> <p>3. PRISMA itself offers neither capacity rights nor storage services or products and does not become a party to any transport or storage contracts or transfer of transport or storage contracts. PRISMA is therefore not responsible for the offering and arrangement of the corresponding capacity or storage products.</p>	<p>Question/ Remark 1 <i>In Art. 2.2 "Network and Storage Users" should also be changed to "Customers".</i></p> <p>PRISMA's response: Amended.</p>
Part II. PROVISIONS REGARDING ACCESS TO THE PRISMA CAPACITY PLATFORM	
Article 5: Registration of the Customer on the PRISMA Capacity Platform	
<p>Registration for the PRISMA Capacity Platform is a two-step process that involves:</p> <p>1. The creation of an account at the PRISMA Capacity Platform.</p> <p>2. The designation and validation of the initial User Administrator.</p>	<p>Question/ Remark 2 <i>Please clarify how a New Customer selects the TSOs that they wish to register with? Can a Customer be registered on PRISMA without having any associated TSOs? Please confirm that such Customers cannot participate in any auctions without first registering with the TSOs associated with the IP?</i></p> <p>PRISMA's response: Here we would like to emphasize the difference between registration and TSO assignment.</p> <p>Registration as a process of creating an account on PRISMA means possibility to log in, browse the platform and optionally subscribe to PRISMA API connection and REMIT reporting services (subject to separate GTCs), but no ability to book capacity.</p> <p>The possibility to actually book capacities and therefore participate in any auctions will only be available upon assignment to the TSO.</p>

	<p>Interaction with TSOs or SSOs is therefore NOT possible without a TSO or SSO approval, but it is no longer part of the registration process.</p> <p>The application for a TSO assignment and the approval procedure thereof both remain governed by Article 9 of these GTCs (<i>please see below</i>) and respective TSO TTCs or SSO GTCs.</p> <p><i>“Article 9: Approval of the Network User by the TSO and the Storage User by the SSO</i></p> <ol style="list-style-type: none"> 1. <i>To use primary and/or secondary functionalities of the Prisma Capacity Platform, the User Administrator shall initiate the TSO/SSO assignment on behalf of the Customer by submitting a TSO or SSO application to the selected TSOs or SSOs. The application and approval process are based on the requirements set out in their respective TSO TTCs or SSO GTCs.</i> 2. <i>In accordance with Applicable Regulations, the Customer may need the approval of the respective TSO or SSO for the use of primary and/or secondary functionalities. The approval for the use of primary and/or secondary functionalities may be granted or denied independently of each other in accordance with Applicable Regulations.</i> 3. <i>The respective TSO or SSO preserves the right to request from the User Administrator(s) any supplementary documents required for the approval process as well as the originals of the submitted documents.</i> 4. <i>PRISMA is not responsible for the approval process undertaken by TSOs or SSOs. The same applies mutatis mutandis to the suspension or withdrawal of an approval.</i> 5. <i>TSOs and SSOs can call for a verification of credentials or a credit assessment.</i> 6. <i>The User Administrator will receive a notification from PRISMA informing him/her about the results of the TSO's or SSO's approval process.”</i>
<p>Article 7: Appointment of the User Administrator</p> <ol style="list-style-type: none"> 1. A User Administrator is a natural person granted by the Customer, via PoA, the legal capacity to make binding declarations and action on behalf of the Customer and to perform especially but not limited to the following functions and obligations: <ol style="list-style-type: none"> 1.1. regarding the Customer to: <ol style="list-style-type: none"> a. Register the Customer. b. Accept these GTCs and PRISMA's privacy policy on behalf of the Customer. c. Receive and accept the results of the consultation and new version of these GTCs, in case of modification or amendment. d. Activate and deactivate features and services. e. Manage and update, without undue delay, the information of the Customer. f. Manage assignments between the Customer's Users and the TSOs or 	<p>Question/ Remark 3</p> <p><i>For the issuance of a PoA, it would be helpful to have clearly defined functions/ obligations, not an unlimited list.</i></p> <p>PRISMA's response:</p> <p>We fully agree that the scope of the functions and obligations should be defined. To this end, following para 2 clause 2.1 of the Article 7 of these GTCs, PRISMA provides a PoA Form (template) listing the functions and duties defined in para 1 of the Article 7 of the PRISMA GTCs, thus determining the scope of the PoA in advance. The remark "not limited to" included in this article intends to cover any Customer specific requests (e.g. when triggered by the development of new functionalities), which could not be achieved if a list of such obligations and functions in the PRISMA GTCs remained closed.</p>

<p>SSOs, according to the provisions of Art. 9.</p> <p>g. Book and trade capacity on behalf of the Network User, or book storage products or services on behalf of the Storage User.</p> <p>h. Terminate the PUC, according to the provisions of Art. 16.</p> <p>1.2. regarding Users:</p> <p>a. Authorize one or more natural persons to act as Users on the PRISMA Capacity platform to book and trade capacity on behalf of the Network User, or book storage products or services on behalf of the Storage User.</p> <p>b. Manage Users in the Prisma Capacity Platform, which includes:</p> <ul style="list-style-type: none"> • registering new Users; • sending these GTCs to the Users for their individual acceptance, • uploading Users' Information at registration, • deactivating assignments between Users and the respective TSOs and SSOs, and • deactivating Users • adding User Administrators. <p>1.3. regarding the PRISMA Capacity Platform:</p> <p>a. Provide PRISMA with additional information, as requested in line with Applicable Regulations and the respective TSOs' TTCs and SSOs' GTCs.</p> <p>b. Keep the Customer's registration information up to date upon successful registration of individual Users. Changes to the registration information on the PRISMA Capacity Platform are activated at the earliest at 06:00 CE(s)T of the following day. Fulfilment of this obligation does not relieve the Customer from any corresponding or additional notification obligation to the TSO or SSO pursuant to the TSO's TTCs or SSOs GTCs.</p> <p>2. To validate a User Administrator, it is necessary to upload:</p> <p>2.1. the Power of Attorney Form which is provided by PRISMA to be submitted in a written Form; and,</p> <p>2.2. the company registry extract (and/or any other legally valid document proving company's existence and legal representation) issued no later than three months before uploading, to prove the legitimacy of the submitted PoA. PRISMA will review the document uploaded by the User Administrator and will or will not recognize his/her legal capacity. PRISMA</p>	
---	--

<p>will inform the User Administrator about this matter. PRISMA preserves the right to request the originals of the submitted documents.</p>	
<p>Part III. PROVISIONS REGARDING THE USE OF THE PRISMA CAPACITY PLATFORM</p>	
<p>Article 11: Access Key</p>	
<ol style="list-style-type: none"> 1. Booking primary and secondary market, entry and exit capacities of the TSOs and storage products of the SSOs at the PRISMA Capacity Platform is only possible with a non-transferable Access Key that is provided by PRISMA to each Customer upon successful approval according to Art. 9 by the TSO or SSO. 2. This Access Key is a technical necessity for the Customer's access to the PRISMA Capacity Platform. 3. Upon first registration, the Customer may choose between the hardware token or the software solution. 4. The hardware token will be sent by registered letter and remains the property of PRISMA. PRISMA reserves the right to request the return of the hardware upon deactivation of the Customer's account. In case of malfunctioning of the hardware token, the User Administrator may request its replacement to PRISMA who will provide a replacement to the Customer without undue delay. 	<p>Question/ Remark 4</p> <p><i>The current solution [company name] have with using the one time password through the authenticator on our phones, is it what you call a software solution? If so, we would like to keep this solution going forward.</i></p> <p>PRISMA's response:</p> <p>Indeed, the mobile token described is the software solution referred to in this article. The possibility for users to choose between the use of the hardware token (hardware solution) and the mobile token (software solution) remained unchanged.</p>

B. Comments on the Glossary to the General Terms and Conditions for Use of the PRISMA Capacity Platform

There are no comments received.