

# MyENTSO-E SharePoint Online TERMS OF USE

Document details	
Valid from	23 April 2024
Purpose	Terms of use for accessing and using myENTSO-E SharePoint Online
Version	Version 2

## 1. Definitions

1.1. Under these Terms of Use words with capital letters shall have following meaning:

- a) **“Authorised Legal Entity”** means an ENTSO-E Member or third-party represented by the User which is granted access on the *myENTSO-E SharePoint Online* by appropriate ENTSO-E bodies and rules.
- b) **“Business Day”** means any day from Monday to Friday inclusive, with the exception of public holidays in Belgium.
- c) **“ENTSO-E”** means European Network of Transmission System Operators for Electricity, a non-profit International Association (AISBL) incorporated under the laws of Belgium, with registered office at Rue de Spa 8, 1000 Brussels, Belgium, known in the “Banque Carrefour des entreprises” / “Kruispuntbank van Ondernemingen” under the number 0809.819.049.
- d) **“ENTSO-E Members”** means all the Transmission System Operators (TSO) that are members of ENTSO-E;
- e) **“Intellectual Property Rights”** (or “IPR”) means (a) copyright, patents, database rights and rights in trade-marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection (registered or not) existing anywhere in the world.
- f) **“Terms of Use”** means these Terms of Use.
- g) **“User(s) “or “you”** means the authorised individual having received the appropriate authorisation from ENTSO-E in order to access, modify download and upload materials (as the case might be) on *MyENTSO-E SharePoint Online*.

## 2. Background and Structure

- 2.1. *myENTSO-E SharePoint Online* is a valuable and strategic asset designed to facilitate and foster information, data exchange and collaboration between the ENTSO-E Secretariat, ENTSO-E Members and Authorised Legal Entities.
- 2.2. The purpose of these Terms of Use is to establish rules and practices regarding the access and use of *myENTSO-E SharePoint Online* resources, and to ensure compliance with applicable legal, regulatory and contractual obligations. ENTSO-E reserves the right to revise, amend or modify these Terms of Use at any time.

- 2.3. Each User must agree with the provisions of present Terms of Use prior to accessing *myENTSO-E SharePoint Online*.
- 2.4. In case of conflict or inconsistency between a term in the Term of Use and a term in the below listed documents, the term of the following documents shall prevail:
  - a) in a written agreement between ENTSO-E and the User or between ENTSO-E and the Authorized Legal Entity,
  - b) in ENTSO-E formal communication to the User or the Authorized Legal Entity,
  - c) in the applicable law.
- 2.5. Articles 3.1(f); 3.2; 5 and 6, as well as Annex 1, shall not apply to Users who are staff members, employees, directors or consultants of ENTSO-E Secretariat and ENTSO-E Members (the "Internal Users"). Instead, in relation to the subjects managed by the Articles 3.1(f); 3.2; 5 and 6, as well as Annex 1 the Internal Users shall comply with ENTSO-E's Articles of Association, Internal Regulations, decisions taken by the competent ENTSO-E bodies and bilateral agreements between ENTSO-E and the User or the ENTSO-E Members.

### **3. Usage of myENTSO-E SharePoint Online**

- 3.1. The access and use of the *myENTSO-E SharePoint Online* are subject to the compliance with the following principles:
  - a) Each User must take appropriate measures to protect the confidentiality of his/her account credentials and password. The ENTSO-E Service desk must be immediately notified if the User suspects his/her password has been compromised, or in case of any security incident which would occur;
  - b) Each User is informed and has agreed that usage of the *myENTSO-E SharePoint Online* is for authorised business purposes only, limited to the access and use of *myENTSO-E SharePoint Online* resources for which the User has been previously allowed by the Authorised Legal Entity and subject to the respect of the present Terms of Use;
  - c) Users shall not attempt to access data or information in the *myENTSO-E SharePoint Online* for which they do not have access rights granted by the ENTSO-E Secretariat;
  - d) The User shall protect confidential information accessed via *myENTSO-E SharePoint Online*;
  - e) Users shall not purposely engage in any activity that may degrade the performance of *myENTSO-E SharePoint Online*, deprive an authorized User access to a *myENTSO-E SharePoint Online*'s resource, or obtain extra resources or privileges beyond those allocated.
  - f) In the event that any Authorized Legal Entity or User, outside the European Union is accessing personal data made available on *myENTSO-E SharePoint Online* in the absence of an adequacy decision issued by the European Commission for the relevant third country, the said User and the relevant Authorised Legal Entity shall comply with the obligations contained under the Standard Contractual Clauses issued pursuant to *Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council*, located at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj), which shall form an integral part of the present Terms of Use, and which the said data controller will be deemed to have signed. The Standard Contractual Clauses will be deemed completed with the modifications made available under Annex 1 of present Terms of Use. However, any bilateral Data Transfer

Agreement which have been directly signed between ENTSO-E and the User or Authorised Legal Entity shall prevail over this Terms of Use and its annexes.

- 3.2. Compliance with these principles is of key importance to ensure confidentiality and security of information shared through the *myEntso-E SharePoint Online*. Individual User is in any case personally liable for any non-compliance with the present Terms of Use. In addition, it is expressly agreed that any action taken by a User is deemed to be performed on behalf of the Authorised Legal Entity which allowed the User to access the *myENTSO-E SharePoint Online*. It is the responsibility of the Authorised Legal Entity to ensure that its authorised Users comply with the rules and principles laid down in present Terms of Use. Authorised Legal Entity shall therefore be (jointly with the concerned User) liable for any non-compliance attributable to one of its authorised Users. Furthermore, the Authorised Legal Entity and/or the individual User shall indemnify and hold ENTSO-E harmless from any claim, cost, charge, damages, expense or loss which may result from the non-compliance of the defaulting User with the provisions of these Terms of Use.

#### **4. Access/use as is and without warranty**

- 4.1. You are aware that several other ENTSO-E Members and Users have access to the *myENTSO-E SharePoint Online* and may be able to download and modify documents, proprieties and data. ENTSO-E therefore has no effective control over the shared content and the accuracy of the information provided by others. Consequently, all rights related to access or usage of the *myENTSO-E SharePoint Online* or its functionalities/services granted to you by ENTSO-E are provided "as is." ENTSO-E, and where applicable, its third-party licensors, do not provide any express or implied representation or warranty regarding the *myENTSO-E SharePoint Online* or its functionalities/services. ENTSO-E expressly disclaims any and all such warranties or statutory rights to the extent permissible under Belgian law.
- 4.2. For instance, ENTSO-E does not guarantee the accuracy of data or other information available on *myENTSO-E SharePoint Online* or its functionalities/services, nor does it guarantee that *myENTSO-E SharePoint Online* will meet your requirements (incl. security requirements) or be compatible with any specific computer/device, network hardware, software, or system. ENTSO-E also does not guarantee uninterrupted access to or usage of *myENTSO-E SharePoint Online* or its functionalities/services, nor does it guarantee protection against third-party hacking or similar disruptive activities even though specific security measures are put in place.
- 4.3. Furthermore, you acknowledge and agree that neither ENTSO-E nor ENTSO-E Members or its third-party licensors shall be held liable or responsible for any issues mentioned above.
- 4.4. Although ENTSO-E may choose to make updates or fixes to *myENTSO-E SharePoint Online* or its functionalities/services, you acknowledge and agree that ENTSO-E is under no direct obligation to do so.

#### **5. Confidentiality**

- 5.1. The User undertakes to treat as confidential all information accessed via *myENTSO-E SharePoint Online* (Confidential Information). The User shall in addition:

- a) use the utmost care and discretion to avoid disclosure, publication, or dissemination of Confidential Information;
  - b) use Confidential Information only for the purpose for which it was disclosed;
  - c) observe a general obligation of discretion regarding the Confidential Information;
  - d) keep secret and preserve the confidentiality of all Confidential Information; and
  - e) ensure that access to Confidential Information is limited to Authorised Legal Entity directors, officers, employees and professional advisors who reasonably need to know the Confidential Information to carry out work for the Authorised Legal Entity and who are being bound by written obligation at least similar to the obligations of this confidentiality clause before they can be given access to the Confidential Information.
- 5.2. If it is required that Confidential Information is disclosed to a third parties, the User shall obtain ENTSO-E's explicit consent and shall ensure that such third party enters into a written confidentiality undertaking with the User or Authorized Legal Entity on terms at least equivalent to this Agreement.
- 5.3. The User will protect Confidential Information for as long as the Confidential Information is in their possession, without the possibility of contractual waiver or limitation.
- 5.4. In case of Confidentiality breach or suspected Confidentiality breach, the User shall provide ENTSO-E with all reasonable support to mitigate the consequences of the breach and/or to investigate the root cause of the breach. The User shall implement without any undue delay all mitigation measures as reasonably requested by ENTSO-E.
- 5.5. This Clause shall not apply to any information which:
- a) is or becomes generally available to the public other than as a result of a breach of this Clause;
  - b) is acquired from a third party owing no confidentiality obligation to ENTSO-E, in respect of that information, where the use or disclosure accords with rights lawfully granted by that third party;
  - c) is independently developed by the User of Authorized Legal Entity without use of the Confidential Information, as evidenced by written records;
  - d) is already known by the other the User of the Authorized Legal Entity at the time of its receipt, as evidenced by its written records;
  - e) the User of the Authorized Legal Entity is required by any applicable legislation to disclose, provided always that the User or the Authorised Legal Entity should, to the extent reasonably possible whilst complying with the applicable legislation, notify ENTSO-E of such requirements prior to any such disclosure and provide ENTSO-E with a reasonable opportunity to contest the requirement to disclose the information or to limit the extent of the disclosure; or
  - f) a valid agreement between ENTSO-E and the User or the Authorized Legal Entity or other document applicable to ENTSO-E and the User or the Authorized Legal Entity stipulates otherwise.

## **6. Proprietary rights**

- 6.1. ENTSO-E shall retain ownership of all Intellectual Property Rights or hold licenses for any materials, documents, and data shared on *myENTSO-E SharePoint Online*. Upon registration on

*myENTSO-E SharePoint Online*, the author of a contribution or any additions made by the user on the documents located on *myENTSO-E SharePoint Online*, agrees that all IPR to contributions made via *myENTSO-E SharePoint Online* are transferred to ENTSO-E.

6.2. This transfer covers in particular the following rights and forms of exploitation:

- a) right to make temporary or permanent reproduction on any media (on or off line) and in any form, including distribution right of the copies of the concerned works; this includes reproduction on paper, CD, DVD, hard disk, server, memory sticks, advertising material, etc.
- b) right to adapt the works in any forms, including translation right in any languages, notably in order to include the concerned works in other works (new versions) and/or to improve the concerned works and/or to create derivative works based in whole or in part thereon;
- c) right to communicate the concerned works to the public through any system of communication, including networks (internet, any other kind of open networks, intranet, SharePoint or similar systems) and including any system enabling the public members to access the concerned works from a place and at a time individually chosen by them;
- d) right to exploit the concerned works and their adaptations for merchandising and advertising purposes;
- e) This transfer is made for a term corresponding to the entire duration of the Intellectual Property Rights (including their possible extensions), despite the possible termination (for whatever reason) of the contractual relationship, and for the territory of the whole world.
- f) The transferred rights may be transferred or licensed (in whole or in part) by ENTSO-E to any third-party of its choice.

6.3. If the transfer of the IPR is not possible, the User and contributor shall at least grant ENTSO-E and ENTSO-E's Members or Authorised Legal Entity with a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, distribute, and display such contributions for the purposes of operating and improving the platform and its services. This license shall remain in effect unless otherwise agreed with the user (or an organization it represents) in a written agreement, Articles of Association (AoA), Internal Regulations, or as required by law.

6.4. The User and its relevant Authorised Legal Entity warrants that any text, material, or content uploaded, shared, or contributed to *myENTSO-E SharePoint Online* shall not infringe upon the Intellectual Property Rights of any third party. The User and its relevant Authorised Legal Entity further warrant that they either own the Intellectual Property Rights to such text and material or have obtained all necessary licenses, permissions, or consents for their use. ENTSO-E shall not be liable for any infringement of Intellectual Property Rights arising from the User's contributions or usage on *myENTSO-E SharePoint Online*.

## **7. Availability and compliance with Microsoft Terms**

7.1. *myENTSO-E SharePoint Online* is a service provided by Microsoft Inc. By using *myENTSO-E SharePoint Online*, the User agrees to comply with Microsoft's licensing terms and other applicable terms. These terms are available for reference on the dedicated SharePoint Documentation link: <https://learn.microsoft.com/en-us/sharepoint/> and <https://www.microsoft.com/licensing/terms/product/ForOnlineServices/MOSA>. The availability of the service is also described within these documents. Users are responsible for understanding and adhering to these terms while using *myEntso-E SharePoint Online*.

## **8. Liability of ENTSO-E**

- 8.1. ENTSO-E does not guarantee the accuracy or completeness of information contained in the myEntso-e SharePoint Online, nor does it warrant that the *myENTSO-E SharePoint Online* will be error-free.
- 8.2. ENTSO-E does not ensure the continuous availability of *myENTSO-E SharePoint Online*. Interruptions, delays, or discontinuation of service may occur due to various factors beyond ENTSO-E's control.
- 8.3. ENTSO-E shall not be liable for any damages incurred by Users or third parties resulting from actions or omissions of Users while using *myENTSO-E SharePoint Online*.
- 8.4. Failure to comply with these Terms of Use may lead to the suspension or termination of access privileges granted by ENTSO-E to the Authorised Legal Entity, ENTSO-E Members and their Users.
- 8.5. ENTSO-E's liability shall be excluded for any damage which may occur to any User or third-party attributable to a User.
- 8.6. Without prejudice to the foregoing provisions, failure to comply with these Terms of Use may result in the suspension or termination of some or all of the access and privilege rights granted by ENTSO-E to the Authorised Legal Entity for its Users.

## **9. Notices, Severability, Applicable Law and Jurisdiction**

- 9.1. All written notices that a party is required to provide to ENTSO-E pursuant to present Terms of Use has to be done at the following addresses: by email sent to the Service Desk email address: [servicedesk@entsoe.eu](mailto:servicedesk@entsoe.eu), or to the relevant email address as mentioned by ENTSO-E during the access granting process to *myENTSO-E SharePoint Online*.
- 9.2. A notice shall be deemed to have been duly given the first Business Day following the day the notice is sent, if sent by email provided that the email transmission is promptly confirmed by an electronic receipt from the recipient email server.
- 9.3. If any term of these Terms of Use is held by a court of competent jurisdiction to be invalid, unenforceable, or otherwise ineffective by operation of law, these Terms of Use shall remain in full force and ENTSO-E shall replace such invalid or unenforceable provision with a provision that corresponds as closely as possible to the intention of ENTSO-E.
- 9.4. The validity, performance and construction of these Terms of Use shall be governed by the laws of Belgium.
- 9.5. The courts of Brussels shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms of Use.

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## **Annex 1. General Terms and Conditions for the Transfer of Personal Data in the framework of the use of the *myENTSO-E SharePoint Online***

It is expressly agreed that the Authorised Legal Entity or the User, as the data importer, will only process the personal data within the framework of this agreement for the purposes in which it was granted access to *myENTSO-E SharePoint Online*. Any other use will be the exclusive responsibility of the Authorised Legal Entity or the User.

The Standard Contractual Clauses issued pursuant to *Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council*, located at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj), will be deemed completed with the following modifications:

- (i) Module One (1) of the EU Standard Contractual Clauses (Transfers Controller to Controller) shall apply to the transfers of Personal Data from ENTSO-E (as a Controller) to the Authorised Legal Entity (as a Controller) via *myENTSO-E SharePoint Online*;
- (ii) Clause 7 (the optional docking clause) is not included;
- (iii) The optional paragraph under Clause 11 (Redress) is not included;
- (iv) Option 1 under Clause 17 (Governing law) is chosen (these causes shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights). The Parties agree that this shall be the law of Belgium;
- (v) Any dispute arising from these clauses shall be resolved by the courts of Belgium, as indicated under Clause 18(b).
- (vi) Annex I and Annex II (Technical and organizational measures) shall be completed as set forth in this Annex 1; and
- (vii) shall be completed as provided in Annex 1 of this Terms of Use.

### **1. LIST OF PARTIES, DESCRIPTION OF THE TRANSFER, AND COMPETENT SUPERVISORY AUTHORITY**

#### **Data Exporter:**

Name: **European Network of Transmission System Operators for Electricity (ENTSO-E)**

Address: **Rue de Spa 8, 1000, Brussels, Belgium**

Contact details: [privacy@entsoe.eu](mailto:privacy@entsoe.eu)

Role (controller/processor): **Controller**

#### **Data importer(s):**

Name: **The User or Authorised Legal Entity, who has agreed to *myENTSO-E SharePoint Online Terms of Use***

Address and Contact details: **The User or Authorised Legal Entity email address as made available for the registration for ENTSO-E Extranet (unless it is otherwise notified to [privacy@entose.eu](mailto:privacy@entose.eu))**

Role (controller/processor): **Controller**

## 2. DESCRIPTION OF TRANSFER

### Categories of Data Subjects

The personal data transferred concern the following categories of data subjects:

Data Exporter Permanent Staff Members, Data Exporter Seconded Staff Members, Data Exporter Contractors, Data Exporter Consultants, Data Exporter TSO Member Staff, Data Exporter Suppliers, General stakeholders responding to consultations (which will include members of the public), Staff Members of Professional Stakeholders Bodies.

### Categories of Personal Data

The personal data transferred concern any Personal Data made available by Data Exporter to Data Importer in via *myENTSO-E SharePoint Online*, including, without limitation, the following categories of Personal Data:

Name
Private postal address
Professional postal address
Private phone
Professional phone
Private email address
Professional email address
Position within Authorised Legal Entity/ENTSO-E
Pictures & Audio visual media
Recordings of professional meetings
Interactions and comments in documents and in meeting groups

**Sensitive data transferred (if applicable):** N/A.

**The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):** Continuous basis within the scope of the access granted by ENTSO-E to the Authorised Legal Entity for *myENTSO-E SharePoint Online*.

**Purposes of the transfer(s):** The transfer is made for the following purposes:

In the context of its regular Activities and legal mandates relating to electricity transmission, the Data Importer needs to work in close collaboration with the Data Exporter, the European Network of Transmission System Operators for Electricity (ENTSO-E), and use Data Exporter's systems and applications, including the *myENTSO-E SharePoint Online*. In the course of carrying out its activities and legally mandated functions, ENTSO-E needs to share information with non-EU third-parties, and allow them to access certain information. The vast bulk of this information and data is not personal data. However, certain data are personal data. The Data Importer shall use the transferred personal data



exclusively for the needs of the Data Importer collaboration with ENTSO-E and members, and shall refrain from using these personal data for any other purpose whatsoever.

### **Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Data Importer Staff, Data Importer Contractors, Data Importer IT services suppliers provided that any sharing of personal data received from the Data Exporter is done only on the basis of the provisions of this agreement and as set out herein.

### **3. COMPETENT SUPERVISORY AUTHORITY**

Belgian Data Protection Authority (Autorité de Protection des Données)