



GENERAL TERMS AND CONDITIONS

BGH Inside Information Platform (BGH IIP)

1. General Service Description

Balkan Gas Hub (BGH), which is operator of a gas trading platform, owns and operates an Inside Information Platform (hereinafter BGH IIP or Platform) designed to serve the market participants for their inside information disclosure obligations in line with Article 4 of Regulation (EU) No. 1227/2011 (REMIT).

The platform web-address is the following:

<https://iip.balkangashub.bg/>

[The address that shall be indicated in Market Participants' CEREMP profile in the field for the parameter "Publication of inside information" is:](#)

<https://iip.balkangashub.bg/>

BGH IIP provides the market participants an electronic tool to publish Urgent Market Messages (hereinafter UMMs, Messages) for all functioning balancing zones in the EU.

BGH shall provide the service of publication of Urgent Market Messages in accordance with the provisions of the REMIT and ACER requirements and recommendations towards the platforms for inside information disclosure and their operators, defined in ACER Guidance for REMIT implementation.

The service shall be provided on a 24/7 continuous basis, except for the time required for BGH to carry out maintenance/update works. BGH will apply best endeavor to ensure and maintain the highest service level and Platform availability. However, it is explicitly noted that BGH cannot be held liable for any whatsoever technical problems related to the receipt, publication and storage of information due to communication issues, Internet issues and any other possible disruptions due to factors outside the system of the Operator.

BGH members may use the website free of charge.

The market participants which are non-members of BGH market can use the service based on the fee published under REMIT section of the BGH web page and signed Agreement for use /Appendix 1 hereto/.

2. Market Participant Registration

Any Market Participant (MP) that is a subject to the obligation to publish inside information in accordance with Article 4(1) of REMIT may become a BGH IIP user. In order to become an active user of BGH IIP with rights for publishing, the MP shall submit a Registration form /Appendix 2 hereto/ - available also on the website of the Platform. BGH shall review the MP's application within 14 days of its receipt at the Operator's registered office and/ or at email admin@balkangashub.bg



In case of any issue with the content of the Registration form and/or need for additional information, BGH shall inform the MP by e-mail to the indicated Contact person for matters related to disclosure of inside information.

After the acceptance and approval of the Registration form, both parties shall sign the Agreement for use of the IIP services and BGH shall create a publication profile (Account) and shall provide the applicant credentials with publishing rights to BGH IIP. Access to the Account shall be only granted to the persons listed in the "Applicant's BGH IIP Users" part of the Request form.

With the submission of the Registration form and the reception of Account details, the applicants declare that they understand, accept and will follow these Terms and conditions. The Applicants declare that any possible requests and/or claims related to the published by them inside information on BGH IIP shall be handled by themselves only and they shall not have any reverse claims towards BGH in that respect.

3. Publication of Information by Market Participants

The Platform and the services offered on it are intended and designated only for publication of Inside information according to Article 4 of Regulation (EU) No 1227/2011. Any information that is published on the BGH IIP is published by the respective market participants. The market participants remain at all times, fully and solely responsible for the completeness, origin and/or correctness of such information. BGH is not and shall not be liable, neither at the moment the publication has been done or at any later moment and is not liable to check or verify or edit by any means the information published by the market participants in terms of its correctness, accuracy, validity, timeliness or completeness. MPs shall use their best efforts to ensure that only information which meets in full with the REMIT requirements (e.g. publication criteria according to (Regulation (EU) No 1227/2011) will be published on BGH IIP.

The Market participant warrants that it has all legal rights necessary for publication and respective use of the published information. In particular, the Market participants agrees and does not object that the information submitted to the Platform may be used by third parties for evaluation purposes and might be transferred and used by electronic means. However, it is noted the BGH can not be held liable in case the published information has been used illegally or in breach with the good market practices

4. MP's User Authorization

MP's User receives a password and user name (credentials, log in data, account data) from BGH in order to be able to have access to the platform and to publish information and use all functionalities of the BGH IIP.

MP Users ensure that only authorized staff, that is duly informed about these Terms and conditions, shall have access to log in data and will have the right to publish information. Any information published by users shall be duly checked and approved before being published on BGH IIP according to user's internal procedures that meet good market practices. Failure to perform such initial check of the information to be published shall lead to respective negative consequences and/or possible legal claims only for the respective MP and by all means not for BGH.



MP User acknowledges that anyone possessing information about its platform credentials can gain access to the respective parts of BGH IIP and use the functionalities of the Platform including make an unauthorized publication. Accordingly, the MP user must keep its password and user name strictly confidential. The MP User is responsible for the confidentiality and the use of its credentials including for any communications regarding its credentials. User will notify BGH without any delay, in case of any possible suspicion, loss of its log in data or any unauthorized use thereof. BGH reserves the right to deactivate, delete or change user account including password in case of terminated contract, or any improper use of the user account.

5. BGH Liability

BGH shall not be liable for the decisions and any direct or circumstantial consequences of decisions made by any party which has received and used the information based on the content of any Messages posted on the BGH IIP. Any claims concerning the content of the Messages published on BGH IIP should be addressed only to the Market participant sourcing that published the relevant information.

MP shall indemnify and hold harmless BGH for any damages, losses, expenses and costs (including court and reasonable attorney fees) caused by a violation of these Terms and Conditions, in particular but not limited to for damages and losses caused by a MP (or its personnel) due to the publication of inaccurate or untrue information or failure to comply with its obligation to keep its account data or credentials confidential.

6. Terms and Conditions Update/ Change

BGH reserves the right to change or update these Terms and Conditions at any time. Any such update / change shall take effect from the day following the publication on the BGH IIP portal/web-site or any other date as set forth by BGH. Any continued use / access of the Platform by the User following any update or change shall be deemed as acceptance of any such update or change to these Terms and Conditions.

7. Governing Law

These Terms and Conditions, including (without limitation) any disputes relating to the BGH IIP, shall be governed by Bulgarian law.

8. Right for Termination

These Terms and Conditions enter into effect for the respective Market participant after the conclusion of the Agreement for use of IIP services between the Market participant and BGH. BGH reserves the right to terminate user access to the site at any time or any of its parts in case of breach of these General terms and Conditions by the User.

9. BGH Contact Information

Please contact BGH if you have any questions regarding these terms and conditions by using the following contact information:

“BALKAN GAS HUB” EAD



Balkan Gas Hub

Bulgaria, Sofia, 1756, Studentski district, residential complex Darvenitsa
bul. Sv. Kliment Ohridski, next to bl. 19, Kintex Business Building
Email: admin@balkangashub.bg