

RULES ON GRANTING ACCESS TO AND USE OF THE PUBLIC API OF JSC ‘MARKET OPERATOR’

1. General Provisions

1.1. These Rules on the provision of access to and use of the public API of JSC “Market operator” (hereinafter – the Rules) set out the procedure and conditions for granting users access to open data sets and analytical materials concerning the functioning of the day-ahead market (hereinafter – DAM) and the intraday market (hereinafter – IDM) via the Application Programming Interface (API) of JSC “Market operator” (hereinafter referred to as the “Market Operator” or the “web service”), the rights and obligations of the Market Operator and the User, as well as liability for breaches of these Rules.

1.2. The terms used in these Rules shall have the meanings set out in the laws of Ukraine “On the Electricity Market”, “On Information”, “On Electronic Communications”, “On the Protection of Personal Data”, “On Electronic Identification and Electronic Trust Services”, the Licensing Conditions for the Conduct of Economic Activities in the Performance of Market Operator Functions, approved by Resolution No. 1466 of the National Energy and Utilities Regulatory Commission (hereinafter – NEURC) dated 27 December 2017 (hereinafter – the Licensing Conditions), the Rules for the day-ahead and intraday markets, approved by NEURC Resolution No. 308 of 14 March 2018 (hereinafter referred to as the “Market Rules”), the Application Programming Interface (API) Specification of JSC “Market operator” published on the Market Operator’s official website at: <https://www.oree.com.ua/index.php/web/11713> (hereinafter referred to as the “Technical Specification”), as well as the applicable legislation of Ukraine.

1.3. These Rules apply to any person who has been granted access to the Market Operator’s public API in accordance with the procedure set out in these Rules (hereinafter referred to as the “User”).

1.4. These Rules are a public document, are published on the Market Operator’s official website and are binding on all Users from the moment they gain access to the API.

1.5. Access to the public API is granted solely for the purpose of obtaining public information published on the Market Operator’s website, in accordance with the procedure set out in these Rules and the Technical Specification.

2. Procedure for granting access to the public API

2.1. The Market Operator shall provide the User with free access to sets of open data and analytical materials relating to trading on the Day-Ahead Market (DAM) and Intraday Market (IDM) via the public API for viewing, automated processing, analysis or integration into the User’s own information systems.

2.2. To obtain access, the User shall submit to the Market Operator an application for access to the public API (hereinafter referred to as the “Application”) in the form established by the Market Operator and published on its official website.

2.3. The Application shall be signed by means of an electronic digital signature (in the format specified by the Market Operator, in particular “.p7s”) and, where available, also with the business entity’s electronic seal, and shall be sent to the email

address: kanc@oree.com.ua. If the Application is signed by a person other than the head of a legal entity or a individual entrepreneur, a copy of a power of attorney or other document confirming that person's authority to sign the Application must be attached to the Application.

2.4. Non-resident users (non-resident legal entities, non-resident individuals, including individual entrepreneurs, registered under the laws of a foreign state) shall submit the Application and gain access to the public API, subject to the following conditions:

2.4.1. The Application must be signed by the non-resident User (in the case of a natural person) or by an authorised representative of the non-resident User (in the case of a legal entity) and sent as a scanned copy to the email address specified in clause 2.3 of these Rules; the application of a qualified electronic signature is not mandatory for such a User;

2.4.2. documents confirming the state registration (legal status) of a non-resident legal entity (an extract from the commercial, banking or court register, or another similar document from the country of its registration), a document certifying the identity of a non-resident natural person, as well as a document confirming the representative's authority (power of attorney), drawn up in a foreign language, shall be submitted together with their translation into Ukrainian (a certified translation is not required);

2.4.3. Instead of the EDRPOU / RNOKPP code, a non-resident User shall indicate in the Application the registration (tax) number assigned to the User in accordance with the legislation of the country of registration or the country of residence; if no such number exists, they shall state this in the Application, citing the reason for its absence;

2.4.4. The Market Operator shall be entitled to request from the non-resident User additional documents and information necessary for their proper identification, confirmation of their representative's authority, identification of the ultimate beneficial owner, and verification of whether any special economic or other restrictive measures (sanctions) apply to them;

2.4.5. The Market Operator shall have the right to refuse to grant a non-resident User access to the public API or to suspend/terminate previously granted access if it is not possible to carry out the User's proper identification and/or verification in accordance with the requirements of Ukrainian legislation, including legislation in the field of financial monitoring and sanctions policy.

2.5. Access to the public API is granted to the User by sending a personal API key (token) to the email address specified by the User in the Application within three working days of the Market Operator receiving a duly completed Application.

2.6. The User's identification when accessing the web service is carried out in accordance with the Technical Specification.

2.7. By signing and submitting the Application, the User confirms that they have read these Rules and the Technical Specification and agree to them in full, including the Market Operator's right to amend these Rules in accordance with the procedure set out in Section 7 of these Rules.

3. Rights and obligations of the User

3.1. The User is obliged to:

3.1.1. Use the data received via the API in the form in which it is provided by the Market Operator; it is prohibited to distort, modify, falsify or misinterpret the raw data in a way that may mislead third parties regarding actual market indicators.

3.1.2. In any public use, distribution or citation of the data, or in the publication of analytical materials based on it, to provide a direct reference to the source of the data: 'Data source: JSC "Market operator" (official website / public API)'.

3.1.3. Comply with the requirements and conditions of the Technical Specification, which apply to all Users.

3.1.4. Ensure the confidentiality of the API key (token) received; do not transfer or disclose it to third parties.

3.1.5. Refrain from taking any actions (in particular, DDoS attacks, sending an excessive number of requests, etc.) that may lead to disruptions or overloading of the Market Operator's infrastructure.

3.1.6. To notify the Market Operator immediately by email at kanc@oree.com.ua of any detected instances of unauthorised access to the API key received, or of its loss or compromise.

3.2. The User is prohibited from:

3.2.1. Act on behalf of the Market Operator, or give the impression that the User's product or service is an official service of the Market Operator.

3.2.2. Use data obtained via the API in a manner that contravenes Ukrainian legislation, infringes the rights and legitimate interests of third parties, or damages the Market Operator's business reputation.

3.3. The User has the right to contact the Market Operator regarding issues relating to the functioning of the API, access to data or data quality, using the contact details provided on the Market Operator's official website.

4. Rights and obligations of the Market Operator

4.1. The Market Operator is obliged to:

4.1.1. Ensure the operation of the public API in accordance with the Technical Specification.

4.1.2. Take all reasonable measures to ensure the accuracy and timeliness of the information provided via the API.

4.2. The Market Operator does not guarantee the uninterrupted operation of the API in the event of force majeure, technical (preventative) maintenance, cyber-attacks or other circumstances beyond the Market Operator's control.

4.3. The Market Operator shall have the right to:

4.3.1. Unilaterally amend the Technical Specification (the API structure, data format or access conditions) following prior publication of a relevant notice on its official website.

4.3.2. Temporarily suspend access to the API whilst technical (preventative) maintenance is being carried out.

4.3.3. Request from the User additional information and documents necessary for their identification and to verify compliance with these Rules.

5. Liability of the Parties and Sanctions

5.1. The Market Operator shall not be liable for any direct or indirect losses, loss of profit or other adverse consequences arising from decisions taken by the User or third parties on the basis of data obtained via the API.

5.2. In the event of a breach by the User of the requirements set out in clauses 3.1 and 3.2 of these Rules, and/or the requirements of the Technical Specification, the Market Operator shall be entitled to impose one or more of the following sanctions on the User:

5.2.1. Issuing a warning to the User (including by sending an email) regarding the need to rectify the breach within a timeframe specified by the Market Operator.

5.2.2. Temporarily restricting the User's access (by IP address and/or API key) to the API until the identified breach has been rectified.

5.2.3. Complete blocking of the User's access to the public API (revocation of the API key) without prior notice – in the event of a gross or repeated breach of these Rules or the Technical Specification, as well as in cases that pose a threat to the stable operation of the Market Operator's infrastructure, in particular in the event of DDoS attacks.

5.3. The decision to impose a specific sanction is taken by the Market Operator independently, taking into account the nature and consequences of the breach. Access shall be restored following rectification of the breach on the basis of a written request from the User and subject to the Market Operator's decision.

5.4. The imposition of sanctions provided for in this section does not exempt the User from liability nor does it deprive the Market Operator of the right to compensation for losses incurred by it in accordance with the procedure established by Ukrainian law.

5.5. In the event that special economic or other restrictive measures (sanctions) are imposed on the User, the User's ultimate beneficial owner and/or the User's country of registration by the state authorities of Ukraine, the USA, Member States of the European Union or Member States of the European Free Trade Association, the Market Operator shall be entitled to immediately, without prior notice, suspend or completely terminate such a User's access to the API.

6. Processing of personal data

6.1. By submitting an Application, the User (the data subject) consents to the Market Operator processing their personal data specified in the Application, as well as to the transfer (disclosure) of such data to third parties in the cases and in the manner provided for by Ukrainian legislation on the protection of personal data.

6.2. The Market Operator processes the User's personal data solely for the purposes of providing and administering access to the public API, ensuring compliance with these Rules, and identifying the User.

6.3. If the User or the User's authorised representative is a non-resident natural person, the submission of the Application constitutes that person's consent to the cross-border transfer of their personal data, as specified in the Application and the documents attached thereto, in accordance with the procedure and on the terms established by Ukrainian legislation on the protection of personal data.

7. Procedure for amending the Rules

7.1. The Market Operator reserves the right to unilaterally amend and supplement these Rules, including with regard to the procedure for granting access, the rights and obligations of the parties, and liability for breaches thereof.

7.2. Amendments to these Rules shall come into force on the date of their publication on the Market Operator's official website, unless a different date of entry into force is specified directly in the notice of such amendments.

7.3. The Market Operator shall publish a notice of amendments to these Rules on its official website in a timely manner; however, where such amendments are necessitated by the requirements of Ukrainian legislation, decisions of regulatory authorities, or the need to ensure technical or information security, the Market Operator may implement such amendments immediately, whilst simultaneously publishing the relevant notice.

7.4. The User's continued use of the public API after the amendments to these Rules come into force shall be deemed to constitute the User's unconditional acceptance of such amendments. In the event of disagreement with the amendments made, the User is obliged to cease using the API and to notify the Market Operator of this in writing at the email address kanc@oree.com.ua.

7.5. The current version of these Rules is permanently available on the Market Operator's official website at the following link: <https://www.oree.com.ua/index.php/web/11717>, and is accessible for review on the date of the User's enquiry.

8. Final Provisions

8.1. These Rules shall remain in force until they are amended or repealed by the Market Operator in accordance with the procedure set out in Section 7 of these Rules.

8.2. All disputes arising in connection with the application of these Rules shall be resolved through negotiation and, if no agreement is reached, in accordance with the procedure established by the applicable legislation of Ukraine.

8.3. Matters not covered by these Rules shall be resolved in accordance with the Technical Specification, the Application for Access and the applicable legislation of Ukraine.