

Terms of Use of the Portuguese Emissions Trading Registry in the Union Registry

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Document	Terms of use of the Portuguese Emissions Trading Registry in the Union Registry
Reference	
Version	V1.0 – Draft version
Approval date	2/1/2012
Last update	2/1/2012
Pages	28
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1. Scope

This document sets out the terms of use of the Portuguese Emissions Trading Registry (RPLE) in the Union Registry and complements the core terms and conditions described in Annex VI of the Commission Regulation (EU) no. 920/2010 of 7 October 2010.

If you wish to open, maintain and use an account in RPLE in the Union Registry, you must comply with these terms of use.

2. General

These terms of use define the details about the use of RPLE in the Union Registry by registry users and apply to Person Holding Accounts, Operator Holding Accounts, Trading Platform Accounts, Aircraft Operator Accounts and Verifier Accounts opened in the Union Registry platform.

If you wish to use RPLE, whether as an account holder or verifier, you must read and agree to be bound by these terms of use. You must also appoint authorized representatives who will access and use RPLE on your behalf. Authorized representatives must be individuals and can include you if you are an individual. These authorized representatives shall also be bound to these terms of use.

These terms of use, as modified from time to time, continue to apply while you remain an account holder or verifier and in relation to all the accounts that you hold or are associated with your position as an account holder or verifier.

The website of RPLE is <https://ets-registry.webgate.ec.europa.eu/euregistry/PT/index.xhtml>.

2.1. Legal framework

As stated in Decree-Law no. 233/2004, of 14 December, amended by Decree-Law no. 72/2006, of 24 March, APA (Agência Portuguesa do Ambiente), the Portuguese Environment Agency, has been designated as the Portuguese Competent Authority for the European Union Emissions Trading Scheme (EU-ETS).

Pursuant to Article 6 of the Registries Regulation, APA has also been designated as a National Administrator.

These terms of use are bounded to the following legislation:

- Directive 2003/87/CE of the European Parliament and of the Council, of 13 October;
- Directive 2004/101/CE of the European Parliament and of the Council of 27 October;
- Directive 2008/101/CE of the European Parliament and of the Council, of 19 November;
- Regulation (EC) No 219/2009 of the European Parliament and of the Council, of 11 March;
- Directive 2009/29/CE of the European Parliament and of the Council, of 23 April;

- Commission Regulation (EU) no. 920/2010, of 17 October, amended by Commission Regulation (EU) no. 1193/2011, of 18 November.

2.2. Definitions

In these terms of use, except where the context requires otherwise:

Registry user	Means an authorized representative, additional authorized representative, verifier (or other specified registry user role);
Account	Means any operator holding account, person holding account, aircraft operator holding account, verifier or trading platform account;
Applicant	Means any person wishing to open an account;
Competent Authority	Means the authority designated by a Member State pursuant to Article 18 of Directive 2003/87/EC, transposed by Decree-Law no. 233/2004, of 14 December, amended by Decree-Law no. 72/2006, of 24 March;
User credentials	Means the username, password and challenge SMS sent to an activated cell-phone;
European Commission Authentication Service (ECAS)	Means the common authentication service of the European Commission information systems, with secure user login through a common login procedure;
Portuguese Emissions Trading Registry (RPLE)	Means the Portuguese Emissions Trading Registry (RPLE) in the Union Registry
European Union Transaction Log (EUTL)	As defined in Article 4 of the Commission Regulation (EU) no. 920/2010, of 7 October 2010, amended by Commission Regulation (EU) no. 1193/2011, of 18 November;
International Transaction Log (ITL)	Means the International Transaction Log established, operated and maintained by the UNFCCC Secretariat;
Kyoto unit	Means AAU, ERU, CER (including tCERs and ICERs) and/ or RMU
Malicious software	Means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
National Administrator	Means APA as appointed in accordance with Article 6 of the Registries Regulation;
Registries Regulation	Commission Regulation (EU) no 920/2010, of 7 October, amended by Commission Regulation (EU) no 1193/2011, of 18 November;
Short Message Service (SMS)	Text messaging service component of phone, web, or mobile communication systems, using standardized communications

	protocols that allow the exchange of short text messages between fixed line or mobile phone devices;
Terms of use	Means these terms of use and does not include any user guide that may be published in RPLE or elsewhere;
UNFCCC	Means the United Nations Framework Convention on Climate Change that entered into force on 21 March 1994;
UNFCCC notification	Means a notification received by the Administrator from the ITL Administrator (or any other entity established under the UNFCCC) which requires a response from or action by the National Administrator;
UNFCCC Secretariat	Means the body of that name set up under the UNFCCC;
Process	Means any operation proposed by an authorized representative, National Administrator or verifier that may be subject to an approval;
Approval	Means a message via RPLE from an additional authorized representative stating that it agrees to a process subject of a request made by an authorized representative on behalf of an account holder;
Use	Includes applying for, opening, accessing and maintaining any account, applying to become a verifier, the nomination of any authorized representative or verifier, the operation of any account, transfer of an operator holding account to a new operator, the submission of any request to the National Administrator to carry out any process, the carrying out of any process following such request, the surrender of any allowances or Kyoto units, the transfer or proposed transfer of any allowances or Kyoto units into, within or outside RPLE, the giving or withholding of a approval by an additional authorized representative, the entry or approval of annual verified emissions by a verifier and the use of any information in RPLE;
Website	Means the website at https://ets-registry.webgate.ec.europa.eu/euregistry/PT/index.xhtml
You	Means (before acceptance of an application) any applicant and (after the application is accepted) the account holder or the verifier, as the case may be who has agreed to be bound by these terms of use with the National Administrator;

For the purposes of these terms of use, the definitions stated in Article 2 of the Registries Regulation shall also be considered.

3. The relationship between account holders and the National Administrator

Subject to the conditions laid down in these terms of use, a binding agreement is established between the account holder and APA if a valid account opening request has been received and approved by the National Administrator. This agreement is governed by these terms of use.

4. The account holders and authorized Representative's obligations

4.1. General

The account holder is obliged to:

- Appoint the authorized representatives and, if applicable, additional authorized representative that will access and use RPLE on his behalf;
- Ensure the accuracy of all the information required to open an account and to perform transactions and notify the National Administrator of any change in this information within 10 working days;
- Ensure the operability of emails and other contacts of all authorized representatives, thus ensuring the reception of messages from the National Administrator;
- Access and use his account in accordance with the procedures described in these terms of use;
- Ensure that credentials are kept safe;
- Adopt the precautions considered necessary to avoid the loss of the credentials used to access the account and/ or its access by someone other than the authorized representative, taking responsibility for the consequences arising from any misuse of these credentials;
- Notify immediately the National Administrator in case of loss of credentials;
- Notify immediately the National Administrator in case of suspicion that someone other than the authorized representatives had or may have access to the account;
- Pay the fee corresponding to the account opening and maintenance.

4.2. Obligations with respect to security, usernames and passwords, and access to RPLE

RPLE complies with the EU and UN security requirements for emission trading registries.

The account holder and registry users must fulfil their obligations with respect to security, credentials, and access to RPLE website as set out below. They must follow general good practice guidelines for accessing and using the internet safely, including complying with the security recommendations in annex and any other security directions and procedures they are notified of by the National Administrator.

Credentials are strictly personal. Any registry user shall ensure that his credentials are not disclosed to other persons. He must never share his credentials with anyone, including the National Administrator or other account holders and authorized representatives in RPLE.

The National Administrator will never ask the registry user for his/her password or credentials nor ask him to download a new certificate or any kind of software or software update.

RPLE user will only be asked for his credentials on RPLE log in screen once. If you are asked for your credentials by any other method, contact the helpdesk immediately to suporte@rple.pt or +351 21 412 70 46 / +351 21 412 70 00. You must never enter your credentials outside the secure RPLE webpage.

The account holder and registry users must take technical and organisational precautions to ensure that access to the non-public part of RPLE is only possible in a technical environment considered to be secure by current technical standards.

Any connection to RPLE must be made through a secure internet connection (firewall) on computers that have updated anti-virus software which prevents the machine from being exposed to harmful spy ware or Trojans/worms/other types of virus.

The registry user must always type RPLE website directly into the address box of his browser to access RPLE website.

If registry users access the secured area of RPLE website by entering their credentials, they have the obligation to continuously verify that they are still in the secured area.

A registry user must take reasonable precautions to prevent the unauthorized use of the mobile devices, the numbers of which are used in RPLE communication.

The mobile device that receives the SMS one-time login codes must not be used for transactions on the Internet at the same time.

The account holder is responsible for the IT system he has to put in place and for its usage in order to allow access to himself and to registry users to their accounts in RPLE.

The account holder and registry user must notify the National Administrator immediately upon:

- Experiencing technical problems or malfunctioning of his IT systems if it could influence the interaction with RPLE;
- Becoming aware of any unauthorized use of user credentials or any other breach of security;
- Becoming aware of an abuse or offence aimed at RPLE or the accounts;
- Any suspicion that credentials may have been exposed, or that criminals/others wrongfully have got access to RPLE;
- Receiving an e-mail or a letter that he thinks may be linked to a possible fraud related to RPLE.

The above-mentioned registry user shall connect to RPLE website and block his access without delay by un-enrolling in RPLE.

In case the registry user is not able to block the access himself, he shall notify the National Administrator of the abuse referred to above. The National Administrator shall block the registry user no later than during the business day following the date of receipt of this notification.

The registry user states that he is aware of the particular risks linked to Internet operation and in particular the fact that the information traveling or stored therein may be intercepted and/ or altered against the will of the National Administrator and the registry user.

Without limitation to the matters set out in section "Obligation to keep up to date with changes of terms of use" and section "Liability", you acknowledge that:

- You are responsible for maintaining the security of the credentials issued to your authorized representatives, and the security and integrity of the computer used by you or your authorized representatives to access your account including as a minimum, compliance with all security directions and procedures notified to you by the National Administrator and for the consequences, including financial consequences, of any failure by you or your authorized representatives to do so;
- You are responsible for obtaining all necessary approvals, including licences, authorisations and exemptions required to use RPLE and participate in transactions relating to allowances and Kyoto units;

- Use of or reliance on any content obtained through RPLE is at your own discretion and risk and it is solely your responsibility to ensure that such content meets your requirements;
- You are solely responsible for any damage to your computer system or settings or those of any of your authorized representatives or loss of data that you or any of your authorized representatives may suffer resulting from the use of RPLE.

As an account holder, you must only allow authorized representatives to submit requests to initiate processes relating to your account to the National Administrator.

4.3. *Obligation to post accurate data*

The account holder and registry users are obliged to provide the National Administrator with all the information required to open an account and to perform transactions and ensure its accuracy.

4.4. *Obligation to keep up to date with changes of terms of use*

The Account Holder and registry users are obliged to keep themselves up to date with new editions and changes of these terms of use.

5. RPLE & Central Administrator obligations

5.1. *The National Administrator*

The National Administrator is obliged to:

- Open accounts in accordance to Section 2 of the Registries Regulation – opening and updating of accounts;
- Carry out account holder's instructions and to log the account holder's details;
- Inform the account holder about the creation, updating or closure of their account;
- Notify the police if he suspects forgery in the documents he received upon an account opening request or upon a request for change of the account opening information;
- Respond to requests to initiate processes in accordance with and subject to the Registries Regulation;
- Maintain the operability of an email thus ensuring the reception of messages from the account holder, authorized representatives or verifiers.

5.2. *The Central Administrator and the EUTL*

The Central Administrator and the EUTL are obliged to comply with Chapter VII – Technical Requirement of the Registries System - of the Registries Regulation.

6. Process procedures

Notwithstanding these terms of use, the account holder and the National Administrator agree that all information exchanged in RPLE through electronic means is admissible, valid and enforceable evidence and that it has the same probative value as a tangible written document. They commit themselves not to contest this information on grounds of their electronic nature.

The National Administrator is under no duty to enquire into or investigate the authenticity of any request to initiate a process, approval or other communication made on behalf of an account holder using valid credentials.

The account holder accepts full responsibility for all such requests to initiate processes, approvals and other communications.

6.1. Accounts

6.1.1. Account opening

The account holder is the natural or legal person requesting the opening of the holding account (also applicant).

RPLE will provide an online form for the opening of each account. The applicant must enter the required information into the online application form. He must enter the required information into the online application form for each account he wants or needs to apply for. The applicant shall nominate the authorized representatives and, if applicable, the additional authorized representatives of the account in the application form.

The account holder acts through his authorized representatives. The account holder may appoint himself as an authorized representative or as an additional authorized representative if he is a person.

The completed application form must be printed out, signed and sent by registered mail to the National Administrator accompanied by the required documents stated in the application form.

The copies of the documents submitted for the opening of the account have to be valid at least 6 months after submission of the application.

By signing the application form one shall declare to take note of and to agree to these terms of use.

For an installation operator, the application form shall be provided in conjunction with the emission permit decision. The name of the installation on the form has to be the same as written in the emissions permit that has been issued for the specific installation. The account holder of an operator holding account is the operator.

The National Administrator may contact the applicant to require him to supply further information in support of his application and of the nomination of authorized representatives and, if applicable, additional authorized representatives.

The National Administrator will verify whether the application form has been filled in completely and correct, if it has been signed properly and if it has been accompanied by the necessary documents.

The National Administrator will inform the operator if the application was considered invalid. The applicant must then resubmit the properly signed and filled in application form accompanied by the required documents by registered mail to the National Administrator.

An application is considered invalid if:

- it is incomplete;
- it is incorrect;
- it is not accompanied by the necessary documents;
- it does not contain the necessary signatures;
- it does not comply with these terms of use.

The account will not be established as long as no complete and accurate application form has been received by the National Administrator.

The National Administrator will send a fee payment form once a satisfactory application has been received.

The National Administrator will verify the payment before the account is activated.

You must notify the National Administrator once you have made your payment and inform him of the date on which the National Administrator is to receive your payment.

If a complete and accurate application form has been received by the National Administrator, the National Administrator will open the account in RPLE. This opening has to be confirmed by the EUTL and ITL.

Any violation of the account application requirements, or documentation fraud of any kind, will result in an immediate rejection of the application. Fraud attempts will be reported to the police. Please note that if such violations or fraudulent documents are detected after the account is opened, and therefore the account is opened on the wrong basis, the National Administrator will immediately close the account without any prior warning given to the account holder.

6.1.2. Account changes

The account holder has to ensure that the National Administrator has all required information for each authorized representative and, if applicable, additional authorized representative at his disposal.

All registry users must keep their personal registry data up-to-date.

The account holder or the authorized representatives must notify the National Administrator within 10 days of any change in the information given to the National Administrator in connection with the opening of an account or with subsequent account updates.

The following changes must at any time be requested to the National Administrator:

- Any change in legal or authorized representative;
- The removal of additional authorized representative(s);
- The appointment of an additional authorized representative;
- Any commercial operation that has an impact on the structure of the account, such as its acquisition, merger or bankruptcy, and any change of name.

The account holder or the authorized representatives are obliged to request the update of this information in RPLE and to provide to the National Administrator any required documentation. The National Administrator has a right to ask for additional documents to evaluate the changes in the information. All documentation must be provided by registered mail.

The National Administrator may enter or alter information in accounts in accordance with the Registries Regulation or to rectify errors made by the National Administrator without the approval of the account holder or any of its authorized representatives or, if applicable, the additional authorized representative.

6.1.3. Transfer of Accounts

6.1.3.1 Sell or divest ownership of an account

You may not sell, divest or otherwise transfer ownership of a person holding account.

You may not sell, divest or otherwise transfer ownership of an operator holding account except in accordance with the procedure described in this section.

In case of transfer of an operator holding account, the acquirer of the operator holding account has to provide the National Administrator with written evidence of the transmission by registered mail and has to ask the National Administrator to change the details of the application form accordingly.

The transferee and transferor are jointly and severally liable with respect to the National Administrator for the obligations of these terms of use connected to the transfer operator holding account.

The National Administrator will contact the authorized representatives and, if applicable, additional authorized representative of the previous operator to ask for confirmation of whether the transaction history should or should not be transferred with the account. If no response is received within 7 days, the National Administrator will assume that the transaction history should not be transferred.

The authorized representative and, if applicable, additional authorized representative of the previous operator will lose all rights to access the Account after a period of 7 days from the date the National Administrator contacts the authorized representative and, if applicable the additional authorized representative of the previous operator and any allowances or Kyoto units remaining in the account at that time will become available to the new operator once the authorized representatives of the new operator have access to the account.

After the permit has been transferred to the new operator, the National Administrator will contact the new operator to request all the information needed to open an account. The new operator will need to nominate its authorized representatives and, if applicable, additional authorized representatives by sending a form to the National Administrator.

Where the previous operator had appointed a verifier, this appointment will not be transferred with the account. The new operator is responsible for appointing its own verifier.

The compliance status of the account determined in accordance with Article 31 of the Registries Regulation and required to be displayed on the website will be transferred with the account. Where the previous operator surrendered insufficient allowances and/ or Kyoto units for the installation with respect to the previous scheme year, the account will be shown as non-compliant on the website. The new operator must make up the deficit in allowances or Kyoto units by surrendering sufficient extra allowances or Kyoto units in order to change the compliance status of the account on the website.

Any pending requests to initiate processes at the time of an account transfer to a new operator shall be cancelled and will need to be resubmitted by the new operator if required.

If only part of an installation is transferred to a new operator, the new operator must open a new operator holding account for the part of the installation subject of the new permit by making a new application in accordance with the procedures in these terms of use.

The National Administrator does not make arrangements for the allowances corresponding to that part of the installation to be transferred to the corresponding operator holding account; these arrangements need to be made between the previous operator and the new operator.

6.1.3.2 Power of Disposition after the Death of an Account Holder

In case of death of an account holder, the holding account and the associated rights and obligations pass to the legal successor(s) of the account.

The legal successor(s) of the account must provide a proof of death and of their rights and they must request the National Administrator to change the details of the account application form accordingly.

In order to establish the power of disposition after the death of an account holder, the National Administrator may ask for the submission of a certificate of inheritance, an executor certificate or other relevant documents. A certified translation of documents in a foreign language may be required.

The National Administrator may waive the requirement for submission of a certificate of inheritance or an executor certificate if a copy of the account holder's arrangements (will, inheritance contract) plus the minutes of the reading of the will are supplied. The National Administrator will consider the person named as heir or executor in these documents as the successor and give him power of disposition. Most importantly, it will make direct payments to that person. However, this does not apply if the National Administrator has knowledge of, for example, a pending court case against the legitimacy of the inheritance, suspending the power of disposition.

6.1.4. Account blocking

The National Administrator will notify the account holder of the account blocking as well as of resetting the account to open status again, in accordance with Article 30 of the Registries Regulation.

6.1.5. Account closure

The National Administrator may close an account in accordance with the Registries Regulation.

The National Administrator may close a person holding, trading platform or verifier account without prior notice if the account holder or the authorized representative or, if applicable, additional authorized representative seriously breach these terms of use, including if the National Administrator learns that false information or forged documentation have been forwarded or if the account has been used for criminal activity. Persistent breach may likewise be deemed to constitute serious breach notwithstanding that the individual breach may not be considered serious.

An operator holding account shall be closed by the National Administrator, following the relevant emissions permit having been revoked or lapsed, on 30 July the year thereafter or on a later date once the operator has fulfilled the obligation to surrender concerning the installation in question.

Aircraft operator holding accounts shall be closed by the National Administrator in accordance to Article 24 of the Registries Regulation.

6.2. Authorized representatives

The authorized representatives and, if applicable, the additional authorized representative act on behalf of and under the responsibility of the account holder for all processes in relating to its account.

Requests proposed to RPLE to execute processes have to be initiated by an authorized representative on behalf of the account holder.

For as long as an additional authorized representative remains nominated for an account, approvals will be required to any request for a process relating to that account of the type specified by the account holder in the nomination. It is the responsibility of the account holder to ensure that approvals to requests for processes are given in a timely fashion.

6.2.1.1 Nominate

Nominations of authorized representatives and, if applicable, additional authorized representative are only complete when all documents and identification information required are received and evaluated by the National Administrator and are found to be satisfactory.

If not all information is provided, within the required time, the nomination may lapse subject to the National Administrator agreeing to an extension at its sole discretion.

If complete and accurate information has been received by the National Administrator, the National Administrator will approve the nomination of the authorized representative or, if applicable, additional authorized representative in RPLE.

Activation keys will be communicated to the authorized representative and, if applicable, additional authorized representative in writing after the National Administrator has confirmation of the payment of the applicable fee.

6.2.1.2 Replace, recall or remove

An account holder may replace an authorized or additional authorized representative or remove an additional authorized representative for its account at any time.

The account holder must notify the National Administrator immediately of any revocation of the powers granted to an authorized or additional authorized representative.

6.2.1.3 Transfer of status

Authorized representatives have no rights to transfer their status as such to any other person, i.e. give his credentials to another person. The account holder must ensure that his authorized representatives comply with this requirement.

Any changes of authorized representatives are only valid if made in accordance with these terms of use.

6.2.1.4 Information requirements

The applicant must submit the requested information and is responsible for the readability of the forwarded documents.

If the applicant cannot possibly provide one or more of the requested documents, the National Administrator can be contacted (admin@rple.pt) in order to clarify what alternative documentation may be acceptable.

The applicant stands surety for the correctness of the information given and the genuineness of the documentation provided to the National Administrator.

The applicant shall always state the application reference number received during the online application process.

The National Administrator may request further documentation if found necessary in the individual case.

The National Administrator may present the forwarded information and documentation to other relevant authorities, companies or persons, if deemed necessary to verify the genuineness of the information or documentation.

6.2.2. Units on the account

Restrictions on unit holding permissions are defined in the Registries Regulation. It is your responsibility to check the restrictions applicable to the Kyoto units you acquire. The National Administrator is not responsible for checking whether Kyoto units acquired by you are subject to restrictions.

Where a Kyoto unit cannot be carried over to another phase, has expired or is otherwise required to be cancelled, the National Administrator shall act in accordance following the receipt of an UNFCCC Notification and shall not consult an account holder prior to removing such units from an account.

6.3. Access to RPLE

6.3.1. Accessing Accounts - Authentication and Authorisation

The National Administrator will only grant access to the secure areas of RPLE to authorized representatives and, if applicable, additional authorized representatives of account holders and verifiers who have been appointed and who have not been removed or had their access rights suspended.

Access to the account will only be granted to an authorized or additional authorized representative if:

- All information the National Administrator might reasonable require to conclusive confirm the identity and authority of the legal representative and of the authorized representatives and, if applicable, additional authorized representative of the operator, legal person or natural person was given to him;
- Any other information that may be required under the Regulation, National Law or this terms of use by the National Administrator was provided by the account holder, the authorized representatives and, if applicable, the additional authorized representatives of the account;
- The application form was completed and signed properly by the account holder, the authorized representatives and, if applicable, the additional authorized representative;
- The application form has been sent to the National Administrator by registered mail;
- The account holder, the authorized representatives and, if applicable, the additional authorized representative took note of and agreed with these terms of use;
- The National Administrator received the payment of the fee of the account.

Subject to your acceptance of these terms of use, the National Administrator grants you the right to access and view the non-secure areas of RPLE and the other areas of RPLE to which the National Administrator has granted you access rights in accordance with these terms of use.

The use of username, password and the SMS challenge is a valid and enforceable mean of authentication.

Consequently, the account holder acknowledges that RPLE can execute, in a valid manner and without any responsibility, a transfer entered by an authorized representative and confirmed by an Additional Authorized Representative, if applicable, using the transaction signature.

6.3.2. Suspension of access to accounts

The National Administrator may block or suspend access to accounts in accordance with Article 27 of the Registries Regulation.

The National Administrator may suspend access to accounts and permanently terminate accounts, if due fees are not paid in time.

The access of registry user to RPLE may be suspended if:

- The account holder failed to maintain compliance with the requirements set by the National Administrator for the account opening or nomination of authorized representatives;
- The National Administrator learns that the account holder has not notified the administrator about changes in the account information within the 10 working days;
- The National Administrator learns or has a reasonable suspicion that the account holder has provided false or incomplete information or documentation to the administrator, e.g. in relation to an account application or subsequent changes in the account information.
- The registry user uses the account for illegal activity or contrary to accepted principles of morality or in a manner that may result in damage to the registries system, the National Administrator, another registry user or an outsider.

The National Administrator may suspend the access to RPLE for registry users that are not in compliant with the security requirements given in these terms of use.

Affected account holders will be notified as early as possible of any upcoming suspension of RPLE operation via their authorized representatives.

Each registry user should immediately request the National Administrator to suspend the access to his account when he suspects or observes an abuse, or if he has reason to believe that abuse can be made or is made of his right of access, for example due to a disclose of the password or of the personal credentials that allow him to access his holding account.

The National Administrator has the right to request all necessary information to confirm the identity of the user who asks for this access suspension.

6.4. Transactions

Transactions performed in RPLE, such as the transfer of allowances or, where allowed, Kyoto units, to other accounts, shall be regarded as final once approved by the EUTL and, if applicable, the ITL.

Should the EUTL or ITL reject a proposed transaction or should a notification by the EUTL or ITL not be received, the transaction shall be terminated.

RPLE user shall be responsible for the accuracy of information on which transactions are based.

Transaction orders may only be given within the scope of the account balance in question. Orders that would lead to a negative balance or a shortfall of the reserve for the commitment period will be prevented by RPLE, the EUTL and/or the ITL.

An authorized representative who has no access to the internet may request the National Administrator to initiate transactions on his behalf, provided that his access was not suspended in accordance with Article 27 of the Registries Regulation. The request has to be worded clearly and unambiguously and duly signed and dated by an authorized representative. Particular attention must be given to the accuracy of the recipient account number and the number of units to be transferred. The National Administrator shall have the right to request further details about any transfer order for which doubts exist, even if this causes an additional delay for the transfer.

All registry transactions will require confirmation by transaction signature from the authorized representative and, if applicable, the additional authorized representative. The authorized

representatives must check the data shown in the text message against the data prepared for the transaction.

6.4.1. Allowance allocation transactions

Allowance allocation transactions are performed following instructions of the National Administrator.

6.4.2. Transfer

When making an external transaction from RPLe, to a foreign registry, the user should also consider the terms of use that apply to the foreign emission trading registry involved in the transaction.

6.4.3. Surrender

The National Administrator shall only accept requests for the surrendering of CERs and ERUs up to 10% of the allocation for the concerned installation. The Union Registry will reject all requests for the surrendering of CERs and ERUs which would exceed the maximum number of CERs and ERUs allowed for surrendering in the MS.

Any surrender of excess Kyoto units by you shall be at your risk and shall not count towards meeting your surrendering obligations under the Registries Regulations. The National Administrator shall designate your account as non-compliant.

It is your responsibility to ensure that the CERs and ERUs in your account are not ineligible Kyoto units. The National Administrator is not responsible for checking whether Kyoto units acquired by you are ineligible Kyoto units. Ineligible Kyoto Units will not count towards meeting your surrendering obligations under the Registries Regulation.

6.4.4. Power of disposition

Unless an additional authorized representative has been appointed, each of the authorized representatives is entitled to carry out all transactions relating to the account without the involvement of the other authorized representatives or the account holder.

If the account holder has appointed an additional authorized representative, all transactions initiated by an authorized representative require approval by an additional authorized representative. This also applies to the reversal of transactions that have been carried out erroneously.

The additional authorized representative is not authorized to carry out transactions, but can only approve them.

6.4.5. Reversal of finalized transactions initiated in error

The reversal of finalized transaction initiated in error is governed by the provisions of Article 51 of the Registries Regulation.

Where you make an error, while the National Administrator will use reasonable endeavours to assist where it can to remedy errors, he has no obligation to do so unless required by law.

If you believe that another person with an account in RPLe or a registry in another Member State has received allowances or Kyoto units from your account in error or has not sent allowances or Kyoto units to you or has otherwise affected your rights, you must take that up with them or with third parties such as the Central Administrator, the ITL Administrator or other National Administrators.

If an installation has been allocated more allowances than the amount to which it is entitled according to the national allocation plan, the National Administrator may remove any excess allowances from the installation's account in RPLE.

Any transaction reversal request should contain at least the following information:

- Transaction identification code;
- Date and time of the transaction;
- Number of transferred units and type of units transferred;
- Name of the authorized representative that initiated the transaction;
- Statement to the effect that the transaction has been carried out by mistake or due to an error;
- Purpose of the intended transaction.

6.4.5.1 Third party errors

Where errors caused by third parties have occurred, while the National Administrator will use reasonable endeavours to assist where it can to remedy such errors, it has no obligation to do so unless required by law.

6.5. Verified emissions

Only after the appointment of a verifier, the authorized representative of the verifier or the National Administrator will be authorized to enter the verified emissions into RPLE.

The National Administrator may delay the entry of verified emissions into the verified emissions table until the competent authority has received the verified emissions report from the installation operators in question, as stipulated in Directive 2003/87/EC Art. 14 Section.

7. Registry fees

The fee covers the costs to open, maintain and use an account as defined in Ordinance no. 993/2010, of 29 September.

8. Warranties and indemnities

You acknowledge that the National Administrator:

- Does not represent or make any warranty in respect of the accuracy, reliability, completeness, currency or continuous supply of anything contained in or distributed through, or linked, downloaded or accessed from RPLE or the results obtained from using the content of RPLE;
- Is not responsible for and does not represent or warrant at any time that the Kyoto Units transferred to your account have been validly issued;
- Expressly disclaims any and all warranties, express or implied, to the extent permitted by applicable Law, including without limitation warranties of satisfactory quality, merchantability and fitness with respect to RPLE and its content;

- Does not warrant that RPLE or its content will be free from errors or that RPLE and the related server are free from computer viruses or other harmful applications;
- Will not be responsible or liable for the content of any material posted to RPLE by third parties which is defamatory, obscene, inaccurate, misleading, unlawful, pornographic or which in any way infringes a third party's rights, including but not limited to intellectual property rights.

You represent and warrant to the National Administrator on an ongoing basis that:

- All information contained in any application submitted by you or otherwise submitted to the National Administrator in connection with an application by you or otherwise supplied by you is true, accurate and not misleading nor a misrepresentation;
- You have notified your authorized representatives that their personal information has been passed to the National Administrator and will be used in accordance with these terms of use and that they have approved to such use;
- You are not bankrupt, insolvent, in compulsory or voluntary winding up, in administration or receivership, have not made or proposed a composition with creditors and are not in any analogous state, nor are you subject to relevant proceedings in respect of any of the above, nor do you presently expect to be, or to be put in, such a position in the foreseeable future;
- You have the power and authority to enter into and perform these terms of use and have obtained all necessary approvals to do so and have authorized each of your authorized representatives to accept these terms of use and any modifications to them on your behalf;
- To the best of your knowledge, there is no legal, regulatory, contractual or other restriction upon you entering into and performing your obligations under these terms of use.

9. Modifications of these core terms

These terms of use can only be modified in accordance with this clause.

The National Administrator reserves the right to change the above terms of use without your prior approval.

The National Administrator may amend these terms of use in a manner required by an amendment to the Registries Regulation or general or to the national legislation.

It is the responsibility of the account holder and registry users to check the website from time to time to keep themselves up to date with new editions and changes of these terms of use.

10. Liability

10.1. *The National Administrator*

The National Administrator shall not be liable for:

- Any incident that is caused because the account Holder or authorized representatives did not comply with these terms of use, including not observing the minimum requirements

- for security of their system and a safe behaviour in handling data and navigating the internet;
- In cases where unauthorized persons gain access to the account because the authorized registry user violates any of the terms listed in these terms of use;
 - For misuse or unauthorized use of the online service by the account holder or his authorized representatives or, if applicable, additional authorized representatives;
 - In cases of intentional or accidental errors caused by any authorized registry user (for example, transfer of units to a wrong account);
 - For damage arising from faulty data entered by authorized representatives during transactions and from the resulting delays;
 - For any incidents due to the fact that the account Holder or the authorized representatives could not be reached at the addresses or email addresses provided;
 - For damage resulting from incorrect or not updated information by the account holder, one or more authorized representatives, the European Commission, a competent authority or any other third party;
 - For checking the accuracy of information relating to you or your Account provided or submitted by you or on your behalf, including where that information is made available to the EUTL, in accordance with the Registries Regulation, or the ITL.
 - For possible damage resulting from the unauthorized use of credentials;
 - For a transfer order entered by an authorized representative of an account using his credentials. Any transfer order that is entered through RPLE will be deemed to be entered in a valid way by the authorized representative of the account holder and the National Administrator will be able to perform a valid transfer based on this transfer order;
 - For direct and/or indirect loss or damage to the account holder arising from usage of RPLE or actions within RPLE unless caused by the National Administrator's intent or gross negligence;
 - For loss or damage to users or third parties resulting from unreasonable disturbance to the National Administrator's activity caused by a force majeure, failure of the EUTL or ITL, riots, wars, extreme natural events or other events/circumstances beyond its control (e.g. hacker at-tacks, industrial action, transport disruptions);
 - For the impossibility of executing transfers resulting from the suspension of the access of an authorized representative or, if applicable, additional authorized representative and/ or the failure of said authorized representatives to receive his credentials, provided that the National Administrator has sent them timely in accordance with these terms of use;
 - For the validity or appropriateness of payment orders or money transfers;
 - For the content or the reliability of the internet pages referred to on RPLE website;
 - For any damage, tangible or intangible, direct or indirect, arising from the consultation of its site or its related sites, any software programs or documents available to the users for downloading or the use of textual and visual information on its site;
 - For the obligation to replace tCERs and ICERs on the holding accounts or the retirement account in accordance with the rules of the United Nations Framework Convention on Climate Change;
 - For damage caused by computer viruses.

The National Administrator may contact the account holder by letter to the address stated by the account holder or by email to the email address stated by the account holder for himself and the authorized representatives.

The responsibility of the National Administrator is limited to direct damages and does not include indirect losses. The following are among other indirect loss or damage: financial loss, loss of profits, damage to the image, negotiation fees or any responsibility of the account to third parties.

In particular, the National Administrator shall not be held liable for:

- Suspending the access of an authorized representative;
- The partial or complete unavailability of RPLE, the EUTL or the ITL;
- Not (or not in good time) effectuating an action or process by RPLE;
- The suspension of access to RPLE, the EUTL or the ITL due to a breach of security which threatens the integrity of the registries system.

If errors or delays occur, including errors that make RPLE unavailable for users over a shorter or longer period, the National Administrator can only be held responsible if it has acted negligently or intentionally.

The National Administrator is not involved in the agreements made between account holders nor in their management and has no responsibility to determine the validity or appropriateness of a transfer order or any other action. However, it is justified to identify any error relating to a transaction that should have come to his knowledge, such as the inaccuracy of the recipient in a transfer order.

10.2. The Account Holder

The account holder shall take the necessary measures to prevent unauthorized use of his account.

The account holder or registry user must notify the National Administrator immediately if an identifier is disclosed to a third party or if the account holder or registry user has reason to suspect that an identifier may have been disclosed to a third party. The National Administrator shall disable such an identifier.

The notification can be submitted to the National Administrator electronically or by phone. A notification submitted electronically shall be deemed as received when it has become accessible for processing in a reception device or data system. An oral notification shall be deemed as received when given.

If a user's behaviour is found to have contributed to causing damage (e.g. by not fulfilling their duty of cooperation, described in these terms of use), he will be liable on the principle of contributory negligence, and a decision will be taken on how the cost will be shared between National Administrator and the user.

The account holder shall take full responsibility for any financial loss for the National Administrator arising out of any breach of the agreement, particularly in the following circumstances:

- The account holder has not been appointed in accordance with the legislation and he does not exercise his activities in conformity with the rules that apply to them;
- The account holder does not have the full authority to conclude this agreement, to sign any document relating thereto and to fulfill resulting obligations;

- The execution of a transfer order may invoke the violation of an applicable provision, the transfer is not permitted by the legislation or does not comply with the provisions of the legislation;
- The account holder or his authorized representatives have taken no adequate measures to preserve the strict confidentiality of personal information maintained on them by the National Administrator, especially in the procedure for granting and modifying the user name, password or the personal authentication key;
- The account holder has not delivered the documents and evidence that the National Administrator could reasonably ask him in relation to the agreement or to any transfer;
- RPLE has been used in an incorrect, improper or fraudulent manner.

In this perspective, the account holder is responsible for his own actions and for those of the Authorized Representatives designated by him.

The account holder shall be liable for all actions performed using his or the authorized representatives' identifiers.

The use of tCERs and ICERs is at the risk of the account holder which bears any responsibility for the mandatory replacement in accordance with rules issued by the United Nations Framework Convention on Climate Change.

11. Confidentiality and data protection

The National Administrator has access to all information in RPLE and is subject to a duty of confidentiality.

Any information contained in RPLE and the information that is collected by the National Administrator in the course of the account opening is confidential, except for the implementation of the requirements of the applicable regulations.

The National Administrator is responsible for the processing of the personal information. The use of any information contained in RPLE regarding accounts and transactions is strictly for the opening and management of RPLE accounts and does not require previous approval from authorized representatives.

The National Administrator retains the personal information of users by way of archiving and for any statistical use, and for a time that does not exceed the term necessary to achieve the objectives for which the data are obtained or for which they are processed later.

The National Administrator will not sell, rent or trade the personal information supplied by you to others.

Information from RPLE may only be passed on to third parties if there is a legal requirement to do so, the authorized representative or, if applicable, additional authorized representative has given his approval or the National Administrator has been authorized to do so. Account holders, and authorized representatives have free access to the account records.

The National Administrator may disclose data from RPLE, including personal data, to – inter alia – other National Administrators as well as law enforcement and tax authorities, including such authorities in other countries.

The National Administrator is obliged to communicate specific information to the public, to the European Commission, to the EUTL, the ITL or to any other body by virtue of a court order or under the existing regulations.

The National Administrator will pass all relevant information to the competent authorities, which includes the public prosecutor, if he suspects some risk that RPLE would be used for fraud, money laundering or terrorist financing.

The National Administrators may pass all suspicious messages related to transactions to national law enforcement agencies.

The National Administrator commits to adopt the measures of a technical and organisational nature assuring the security of the referenced information, and avoiding its unauthorized alteration, loss, processing or access.

The email address, the identity (surname, name, date and place of birth), profession and title, telephone and fax numbers, as well as the postal address, are the only the information of a personal nature that may be collected through RPLE and the application forms and that may be processed by the National Administrator.

12. Publication of information from RPLE

The National Administrator is obliged to make certain information from RPLE available to the public in accordance to Annex XIII of the Registries Regulation. Information that is not explicitly stated as public information will not be made public.

Information about the authorized representatives and, if applicable, additional authorized representative is only made public if the account holder requests the National Administrator to do so.

13. Communication

The registry users are notified of important information by email from admin@rple.pt or suporte@rple.pt.

The National Administrator is not responsible for informing the registry user if the email submitted by the registry user is not correct.

The National Administrator is entitled to assume that any email communications have been successfully delivered. It is your responsibility to check regularly for such communications.

If a transaction is erroneously initiated, the account holder may submit a written request to the National Administrator in accordance with Article 51 of the Registries Regulation.

Except where RPLE or the National Administrator provides other means of communication with the National Administrator, you must deliver notices at the following contact address:

APA – Agência Portuguesa do Ambiente
Departamento de Alterações Climáticas, Ar e Ruído
Rua da Murgueira, 9/9-A
Zambujal
Apartado 7587
2611-865 Amadora
Portugal

You agree that, except where RPLE or the National Administrator provides other means of communication with you, the National Administrator may deliver notices to you at the contact address as provided by you and held in the National Registry.

Notices and other communications shall be in Portuguese and eventually followed by an English translation.

14. End of agreement

The terms of use are valid for an indeterminate period as long as the account Holder, authorized representative, additional authorized representative or verifier remain so in RPLE.

A registry user may terminate his rights to use RPLE by ceasing to be an account holder, verifier, additional authorized representative or authorized representative.

15. Annex

Security recommendations

Security recommendations

Machine and Network Security

- It is your obligation to use and update anti-virus software and firewall software regularly, as a minimum on a weekly basis. Run a full and in depth antivirus check at least every two weeks.
- Operating System (OS) and other software installed in the machine should be updated with the latest security patches released by their software house.
- Never use links in emails to access RPLE. We will never send you emails with links and/or attachments. We will never ask you for your password (or to download a new certificate) and / or any kind of software.
- Only open attachments to emails that do not come from RPLE after careful consideration of their source and content, and never open any attachments with e.g. in Microsoft Windows a .com, .bat, .vbs, .wsh or .exe extension on the filename.
- If you have any cause for suspicion regarding received emails, contact the helpdesk (suporte@rple.pt).
- Never use “auto log in” systems. After OS boot or software start the log in password for the service should always be asked.
- Use a screensaver that after almost 3 minutes of inactivity log out the user.
- Do not store your credentials in the browser.
- Avoid (using setup of PC BIOS) booting from CD/ DVD and/ or USB devices. Protect BIOS access with a strong password, different from the log in password. Avoid sharing the PC used to connect to RPLE with other people.
- Do not share resources (e.g. folders and/or printers) or run servers (e.g. http(s), ftp, etc. or filesharing (e.g. BitTorrent) in the PC used to connect to RPLE.
- Do not connect any non-trusted USB device to your PC.

Registry

- If your session expires, close down your browser completely before logging in again.
- To access RPLE website, always type our website directly into the address box of your browser: <https://ets-registry.webgate.ec.europa.eu/euregistry/PT/index.xhtml>.
- When leaving your computer, you should log out of RPLE so that unauthorised persons cannot gain access to your account in RPLE.

Registry Helpdesk

- Users will always be informed directly by email about important news.
- The helpdesk sends all emails from suporte@rple.pt.
- The helpdesk will never ask you for your password for RPLE.
- If you have any cause for suspicion, contact the helpdesk immediately.
- Helpdesk contact: Email: suporte@rple.pt; Phone: +351 21 412 70 46 / +351 21 412 70 00; Fax:

Username and password

- The username and password are managed by the European Commission Authentication Service (ECAS), which ensures that a user logging into RPLE with a specific set of credentials is always the same user.
- If you are asked for your login details by any other method than via ECAS, contact the helpdesk immediately.
- If you suspect that other people have, or might have had, knowledge of your username and password and thereby access to your account, immediately contact the helpdesk. In case of weekend or holidays, connect to RPLE and execute the un-enrolment procedure. Then contact the helpdesk on the first working day.
- You will also need to register at least one mobile phone with ECAS.
- Your password must be composed of a minimum of 10 alphanumeric characters, and must be changed at least every 180 days. It should not be made of elements easily related to your personal details (e.g. first name, family name, birth date, etc.).
- A previously used password should never be re-used.
- Your password for logging in into RPLE is strictly personal. Never share your password with anyone, including National Administrators, the helpdesk or other authorized representatives.

Mobile phone security

- You should always use a PIN code to unlock your phone's keypad and functions and do not reveal the code to anyone.
- The mobile device that receives the SMS authentication challenge must not be used for transactions on the Internet at the same time.
- When using your mobile phone for RPLE processes, you should remain aware of your surroundings and do not use it in crowded areas or where you feel unsafe.
- You should disable Wi-Fi and Bluetooth when you are outdoors. These functions are easy to exploit for sending malicious code or viruses. It is also possible that sensitive information could be intercepted by a sniffer when these functions are enabled. The safest place to use these functions is at home or in trusted locations.
- You should watch for unauthorized GPRS connections. If you find your mobile phone is auto-connected to GPRS (General Packet Radio Service), then your mobile phone might be infected with a virus that is sending your data to other parties. If you discover this problem, disconnect the device immediately and install anti-virus software to remove the malware.
- When using a smartphone, you should use the same precautions as you would for Your Windows laptop or desktop computer. The majority of large security software vendors now have a mobile version of their anti-virus solutions. If you have a smartphone you should give it the same protection you give your laptop or desktop computer.
- The 15-digit serial or IMEI number helps to identify your phone. This can be accessed by looking behind the battery of your phone – it should be visible as a 15-digit number. Make a note of this number and keep it separate from your mobile phone, as this number could help the police to trace ownership quickly if it is stolen.

This digit can also be used to call your network provider and instruct them to "blacklist" the mobile phone. This will render the mobile phone useless on that network.

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