



TERMS OF USE

1 APPLICATION OF THESE TERMS

- 1.1 THESE TERMS OF USE ARE BETWEEN EIRGRID PLC OF THE OVAL, 160 SHELBOURNE ROAD, BALLSBRIDGE, DUBLIN 4, IRELAND (“**EirGrid**”) AND YOU. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY).
- 1.2 (a) Subject to clause 1.2(b), the terms and conditions set out on this webpage (the “**Terms**”) govern your use of EirGrid’s extranet website (<https://eirgrid.sharepoint.com>) (the “**Extranet**”).
- (b) If a user of the Extranet is party to a written contract with EirGrid in relation to use of the Extranet then these Terms do not apply to that user and the written contract sets out the terms and conditions governing that user’s use of the Extranet. For the avoidance of doubt (i) these Terms are not applicable where such a written contract is in place and (ii) the Privacy Policy (as defined below) is applicable to all users of the Extranet including those with such a written contract.
- 1.3 We process information about you in accordance with the Terms and our privacy policy, which can be found http://www.eirgridgroup.com/privacy_statement; http://www.soni.ltd.uk/privacy_statement/ (the “**Privacy Policy**”).
- 1.4 Please read these Terms and the Privacy Policy carefully before you start to use the Extranet.
- 1.5 By using the Extranet, you agree to the Terms and consent to processing of information about you in accordance with the Privacy Policy.
- 1.6 EIRGRID MAY REVISE THE TERMS AND THE PRIVACY POLICY AT ANY TIME, AND WILL POST ANY CHANGES ON THE WEBPAGES ON WHICH SUCH DOCUMENTS APPEAR. YOU SHOULD CHECK THOSE PAGES FROM TIME TO TIME TO KEEP UP TO DATE WITH ANY SUCH CHANGES. YOU WILL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS AND PRIVACY POLICY BY CONTINUING TO ACCESS OR USE THE EXTRANET AFTER ANY CHANGES TO THEM HAVE BEEN MADE.
- 1.7 IF YOU DO NOT AGREE TO THE TERMS, THE PRIVACY POLICY OR ANY OTHER SUCH PROVISIONS OR NOTICES IN FORCE FROM TIME TO TIME, YOU ARE NOT PERMITTED TO ACCESS OR USE THE EXTRANET AND MUST REFRAIN FROM DOING SO.

2 INFORMATION ABOUT PROVISION OF THE EXTRANET

- 2.1 The Extranet allows a user (hereinafter referred to as the “**Extranet User**” which expression means the company (or other entity) using the Extranet and shall include each of its employees, agents and subcontractors, legal successors in title or permitted assigns) to electronically access, use and interact with the Extranet or any substitute or replacement extranet website (“**Access**”), subject to these Terms.
- 2.2 EirGrid shall use reasonable efforts to make Access to the Extranet available to the Extranet User at all times.
- 2.3 EirGrid shall take reasonable steps to ensure that the access procedures and other security features of the Extranet are in line with industry practice provided however that EirGrid shall be entitled, without any liability:
 - 2.3.1 to carry out ongoing maintenance, updating or alterations to the Extranet that may result in loss of Access from time to time without prior notice; and
 - 2.3.2 to withdraw Access in the event that EirGrid no longer continues to offer the service of the Extranet provided notice has been given in accordance with clause 13.2.13.
- 2.4 The Extranet User acknowledges and accepts that EirGrid neither represents nor warrants that:
 - 2.4.1 Access or any part of it shall be uninterrupted, reliable or fault free;
 - 2.4.2 The Extranet or any of its contents shall be accurate, complete, suitable for any purpose or reliable;
 - 2.4.3 any Access (whether or not provided by EirGrid) shall be provided with due care and skill;
 - 2.4.4 that EirGrid will continue to offer the Extranet for any given period of time, other than to meet the requirement to give notice of termination pursuant to clause 13.2.13.
- 2.5 EirGrid excludes all liability (whether arising in contract, tort or otherwise and whether or not due to any negligence on the part of EirGrid) including, without limitation, for loss or damage (whether direct, indirect or consequential loss, including loss of profit) compensatory loss of data, income or profit, loss of or damage to property and claims of third parties as a result of use of the Extranet including but not limited to:
 - 2.5.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to the Extranet or any information on the Extranet;
 - 2.5.2 the unavailability of the Extranet, or any part of it;
 - 2.5.3 any person acting, or refraining from acting, as a result of data contained in the Extranet;
 - 2.5.4 any virus passed on or introduced to the Extranet User as a result of accessing the Extranet;

- 2.5.5 any loss arising or corruption of data, including the Extranet User's data, arising as a result of other users' misuse of the Extranet.
- 2.6 The Extranet User acknowledges that the very nature of communication via the internet restricts EirGrid from offering any guarantee to the privacy or confidentiality of information relating to the Extranet User's passing over the internet. In gaining Access via the internet, the Extranet User acknowledges and accepts that electronic communication may not be free from interference by unauthorised persons and may not remain confidential. The Extranet User therefore accepts that the use of the Access is at its own risk.
- 2.7 Each of the exclusions or limitations contained in this clause 2 shall be construed as a separate and severable provision of the Terms.
- 2.8 Save as expressly set out in the Terms, all representations, warranties, terms and conditions, whether oral or written, express or implied by law, custom, statute or otherwise and including, but not limited to, satisfactory quality or fitness for any particular purpose are excluded.
- 2.9 Nothing in this clause 2, or otherwise in these Terms, shall exclude, or be construed so as to exclude, the liability of a party to a person for personal injury or death caused by the negligence of such party.

3 ACCESSING THE EXTRANET

- 3.1 In accordance with EirGrid's administration procedures for registration and use of the Extranet as amended from time to time (the "**Administration Procedures**"), EirGrid shall provide each Extranet User with one or more User Names and User Passwords to gain Access.
- 3.2 As part of the Administration Procedures, an applicant to become an Extranet User shall submit a completed application form to EirGrid setting out the full legal name and address of the Extranet User and the names and contact details of all persons who are authorised to Access the Extranet or any materials made available on the Extranet ("**Materials**") on its behalf. EirGrid shall provide a User Name and a User Password for each such authorised user.
- 3.3 Each of EirGrid and the Extranet User shall nominate an administrator to interact with each other in relation to Access (the "**EirGrid Administrator**" and the "**Extranet User Administrator**") in accordance with the Administration Procedures. The EirGrid Administrator and the Extranet User Administrator shall be the points of contact for the parties to liaise with each other in relation to Access and the Extranet. The Extranet User shall also nominate a substitute administrator to act as Extranet User Administrator in case the primary Extranet User Administrator is not available. The Extranet User Administrator shall inform the EirGrid Administrator of any changes in Access requirements that should be put in place.
- 3.4 Access to the Extranet and any Materials is permitted on a temporary basis. EirGrid reserves the right to withdraw or amend the service provided on the Extranet or restrict access to the Extranet or any Materials without notice and without liability. This includes, but is not limited to, EirGrid's right to disable an Extranet User's access to the Extranet (i) where there has been misuse of the Extranet by the Extranet User or (ii) where there has been a breach of clause 4.7 or (iii) following a period of 3 months of inactivity by the Extranet User.

- 3.5 The Extranet User undertakes that only authorised users may gain Access.
- 3.6 The Extranet User may nominate additional persons (employees or agents of the Extranet User's company/organisation or other entity) to have Access to the Extranet on its behalf. In accordance with the Administration Procedures, the Extranet User must keep EirGrid updated on who has Access and ensure that EirGrid has an up-to-date list of names and contact details of all persons who have authorised Access.
- 3.7 The Extranet User shall ensure that all persons who are authorised to Access the Extranet or any Materials on its behalf are aware of these Terms, and that they comply fully with them.
- 3.8 The Extranet User shall be fully responsible for all actions of persons who gain Access to the Extranet on its behalf.
- 3.9 The Extranet User shall inform EirGrid immediately if for any reason the Extranet User withdraws a nominated person's authorisation to Access the Extranet, including without limitation where such a nominated person's employment/engagement at the Extranet User's company/organisation is terminated. In such cases where Access has been withdrawn, EirGrid shall provide the Extranet User with a new User Name and User Password in accordance with the Administration Procedures and the old User Name and User Password shall be disabled.

4 USE OF THE EXTRANET

- 4.1 You shall use the Extranet and Materials only for lawful purposes and in accordance with these Terms.
- 4.2 You shall ensure that any information that you enter in the Extranet is accurate. In the event that such information is not correct, it will be your responsibility to update it accordingly.
- 4.3 You shall not access or attempt to access any parts of the Extranet or Materials that you are not authorised to access.
- 4.4 You shall not access or use the Extranet or Materials or attempt to access or use the Extranet or Materials:
 - 4.4.1 in any way that breaches any applicable local, national or international law or regulation;
 - 4.4.2 in any way that is unlawful or fraudulent has any unlawful or fraudulent purpose or effect, or which infringes the rights of any person;
 - 4.4.3 in any way which may harm or cause offence to any person in any way;
 - 4.4.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising, promotional or other materials of any nature (spam). Nor will you collect, collate or gather any information from the Extranet or Materials which can be used to identify any individual personally;
 - 4.4.5 to interfere with, damage or disrupt the Extranet, any other website, or any computer equipment, network, systems or software. Interference, damage and disruption shall include, without limitation:

- (A) knowingly transmitting any data, or sending or uploading any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any website, computer equipment, network, systems or software; or
- (B) denial of service attacks or distributed denial of service attacks; or

4.4.6 to access any website computer equipment, network, systems or software that you are not authorised to access.

- 4.5 Where applicable, EirGrid will report any criminal offences committed by you in breach of the above provisions to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of any such breach, your right to use the Extranet will cease immediately.
- 4.6 The computing infrastructure used by you to Access the Extranet and the Materials shall be the responsibility of the Extranet User. Upkeep and servicing of such computing equipment shall be the Extranet User's sole responsibility.
- 4.7 The Extranet User shall be responsible for any damage resulting from the introduction of malicious code to the Extranet (or any of EirGrid's IT systems) as a result of having Access, whether this occurs intentionally or as a result of negligence. The Extranet User agrees that it shall use a current malware protection solution and that a failure to do so results in a breach of this clause.

For the purpose of this clause "malicious code" includes, without limitation, any undocumented or hidden functionality or performance capability within electronic files or software which is contrary to the terms of Access provided for in these Terms.

5 WARRANTIES AND INDEMNITIES

5.1 The Extranet User undertakes, represents and warrants that:

- 5.1.1 Access shall only be used for the use and purpose for which it is intended;
- 5.1.2 information from the Extranet shall not be passed to any other parties unless strictly in discharge of the Extranet User's obligations under any applicable law and provided that prior notice in writing is given to EirGrid;
- 5.1.3 no information obtained from the Extranet shall be sold or otherwise transferred on to other parties;
- 5.1.4 the User Name and the User Password shall remain confidential and to forthwith notify EirGrid of any unauthorised use of them or any breach of security regarding the Access;
- 5.1.5 it has all necessary computing infrastructure to avail of the Access;
- 5.1.6 it shall provide appropriate training to the Extranet User Administrator(s) and all authorised users in relation to the Access;

- 5.1.7 it shall take all necessary steps to ensure that only authorised users have Access;
 - 5.1.8 it shall furnish all users with and require them to sign an acceptable usage/code of conduct policy in line with industry best practice;
 - 5.1.9 it confirms that it has all the necessary rights, including all intellectual property rights, in the design, text, graphics or any other material whatsoever uploaded by the user to the Extranet;
 - 5.1.10 it shall apply security measures in line with industry best practice against unauthorised access to or alteration, disclosure or destruction of EirGrid's data and against its accidental loss or destruction, including without limitation taking all necessary steps to ensure that all Extranet users are aware of and comply with those measures;
 - 5.1.11 measures will be in place in line with industry best practice to ensure that harmful viruses are not introduced to the EirGrid environment in the course of using the Access;
 - 5.1.12 measures will be in place in line with industry best practice to ensure that sufficient safeguards are put in place to back up and store the Extranet User's own data.
- 5.2 The Extranet User shall indemnify and keep EirGrid, its officers, board members, agents, employees and sub-contractors, fully indemnified against all losses, liabilities, damages, claims, actions, causes of action, and expenses of any nature for injury or death of any person or damage to property or any claims brought against EirGrid by third parties arising out of the breach or negligent performance or failure in performance by the Extranet User of the Terms.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 EirGrid is the owner or licensee of all intellectual property rights (including but not limited to patents, registered designs, design rights, copyright, database rights, trademarks, service marks, rights and goodwill in trade or business names, and rights in inventions, know-how and trade secrets) in the Extranet, and in all of the Materials.
- 6.2 You may print off a reasonable number of copies, and may download extracts, of any page(s) from the Extranet or any Materials for your personal use and may draw the attention of others within your company/organisation to the Extranet and the Materials.
- 6.3 You shall not modify any hard paper or digital copies of any Materials in Portable Document Format (PDF) that you have printed off or downloaded in any way, and you shall not use any illustrations, photographs, video or audio sequences or any graphics appearing in the Materials separately from any accompanying text. Materials on the Extranet in PDF format are intended to be either final versions or "for information only" versions of the document concerned.
- 6.4 Subject to these Terms, you are permitted to modify any hard paper or digital copies of any Materials that are not in PDF format on the Extranet.

- 6.5 You shall ensure that the status of EirGrid, its licensor and of any identified contributors as the authors of the Extranet or any Materials is always acknowledged.
- 6.6 You shall not download, reproduce, duplicate, copy or distribute any part of the Extranet or any Materials other than as expressly permitted by these Terms without the prior written consent of EirGrid.
- 6.7 Except as expressly set out in these Terms, nothing contained in these Terms shall be construed as conferring any licence or right to use EirGrid or its licensor's intellectual property rights.
- 6.8 Any other use of the Extranet and/or Materials (including reproduction for purposes other than those noted above and alterations, modifications, distribution or republication) without the prior written permission of EirGrid is strictly prohibited.
- 6.9 EirGrid reserves its right to take such action as it considers necessary, including issuing legal proceedings without further notice to you, in relation to any unauthorised use of the Extranet and/or the Materials.

7 LINKS

- 7.1 You may link to the home page of the Extranet, provided you do so in a way that is fair and legal, and does not damage EirGrid's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of EirGrid where none exists.
- 7.2 You must not establish a link from any website unless you are the owner of that website, or have the owner's permission to do so.
- 7.3 You shall not frame the Extranet on any other website, nor may you create a link to any part of the Extranet other than the home page. EirGrid reserves the right to withdraw linking permission without notice and without liability.
- 7.4 The Extranet may contain links to various parts of websites owned or operated by EirGrid. Your use of those websites, processing of information provided by you via those websites and contracts for the supply of goods and services formed through those websites are governed by the relevant terms and conditions and privacy policies set out on each of the relevant sites from time to time. For the avoidance of doubt, these Terms and the Privacy Policy shall not apply to any such use, processing or contracts.

8 DISCLAIMER AND LIABILITY

- 8.1 The Extranet and the Materials are made available without any guarantees, conditions, representations or warranties as to their accuracy.
- 8.2 EirGrid cannot guarantee that access to the Extranet and Materials will be uninterrupted or error free, that defects will be corrected, or that the Extranet, any Materials or any server that makes any of them available will be free of viruses or bugs. You agree that it is your responsibility to satisfy yourself as to the accuracy of any details that you intend to rely upon and to make all arrangements necessary for you to have access to the Extranet and the Materials and to implement and maintain

sufficient security measures (including but not limited to anti-virus and other security checks).

8.3 Where the Extranet contains links to other sites or resources provided by third parties, these links are provided for your information only. EirGrid has no control over the contents of any such sites or resources and does not endorse them or any goods or services provided on them. You agree that EirGrid has no responsibility or liability whatsoever in contract, negligence, tort or otherwise for any such sites, resources, goods or services, or for any loss or damage arising out of or in connection with your use of, your reliance on, or the unavailability of any of them.

8.4 To the fullest extent permitted by law, EirGrid hereby expressly excludes:

8.4.1 all conditions, warranties and other terms which might otherwise be implied by law;

8.4.2 all liability (whether in contract, negligence, tort or otherwise) for any loss or damage suffered by you arising out of or in connection with:

(a) any distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Extranet or to your downloading of any Material posted on it;

(b) any unavailability of the Extranet or any Materials;

(c) any inaccuracies, errors, omissions or misleading statements or information in the Extranet;

(d) your reliance on any of the Extranet's content or any Materials (unless caused by our negligence); and

8.4.4 all liability (whether in contract, negligence, tort or otherwise) for any business losses, including but not limited to loss of profit, loss of revenue or loss of business opportunities or contracts, arising out of or in connection with your use of, your reliance on, or the unavailability of any of the Extranet's content or any Materials.

8.5 Nothing in these Terms shall affect EirGrid's liability for (i) death or personal injury arising from its negligence, (ii) fraud (including but not limited to fraudulent misrepresentation), or (iii) any other liability which cannot be excluded or limited under applicable law.

9 REVOCATION

Your permission to use the Extranet may be revoked by EirGrid on 24 hours' notice where EirGrid is satisfied that the Terms have not been complied with.

10 CONFIDENTIALITY

You shall treat the details of your application, the information contained therein, your User Name and User Password, the Extranet, and the Materials, as strictly private and confidential and shall not make any disclosure that would cause you to be in breach of your obligations of confidentiality to EirGrid, whether contractual or otherwise.

11 DATA PROTECTION

11.1 In these Terms:

"Personal Data" has the meaning ascribed to it in the Data Protection Acts; and

"Data Protection Acts" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Data Protection Acts 1988 to 2018 and EC Directive 95/46/EC (up to and including 24 May 2018) and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 ("GDPR") (on and from 25 May 2018) or any equivalent legislation amending or replacing the GDPR.

11.2 Where processing and controlling Personal Data, EirGrid acts in accordance with the Data Protection Acts and its Privacy Policy.

11.3 Where processing and controlling Personal Data, the Extranet User agrees and undertakes to EirGrid to comply with all security and data retention obligations under the Data Protection Acts and all other applicable provisions thereof.

11.4 The Extranet User hereby guarantees to EirGrid that adequate and appropriate security measures are in place to guard against unauthorised alteration, disclosure or destruction of Personal Data or data gained from Access.

11.5 EirGrid's data remains the property of EirGrid.

11.6 In the event of a breach of this Clause 11 by the Extranet User, the Extranet User undertakes to fully indemnify EirGrid for all claims, fines, penalties, losses, expenses or liabilities imposed on EirGrid which are arising therefrom.

12 INSURANCE

12.1 The Extranet User shall at all times insure and keep itself insured with a reputable insurance company against all insurable liability under these Terms.

12.2 The Extranet User shall provide all facilities, assistance and advice required by EirGrid or EirGrid's insurers for the purposes of contesting or dealing with any action, claim or matter arising out of the Extranet User's access to the Extranet.

13 TERMINATION

13.1 The Extranet User may terminate this agreement by giving thirty (30) days' notice in writing to EirGrid.

13.2 Without prejudice to any other rights or remedies to which it may be entitled, EirGrid may terminate this agreement forthwith without liability to the Extranet User by giving notice to the Extranet User at any time if:

- 13.2.1 the Extranet User commits a material breach of any of the terms or conditions of the Terms and if such breach is capable of being remedied fails to remedy the breach within thirty days of notice given by EirGrid requiring the Extranet User to do so; or
- 13.2.2 there is a change in control of the Extranet User; or
- 13.2.3 the Extranet User convenes a meeting for the purpose of or proposes to enter into any arrangement or composition for the benefit of its creditors; or
- 13.2.4 an encumbrancer takes possession of, or a receiver is appointed to, any of the property or assets of the Extranet User; or
- 13.2.5 the Extranet User ceases, or threatens to cease, to carry on business or takes or suffers any similar analogous action under any other applicable law; or
- 13.2.6 the Extranet User is unable to pay its debts within the meaning of Section 214 of the Companies Act 1963 (as amended by Section 123 of the Companies Act 1990) or analogous provision of law; or
- 13.2.7 any representation herein contained by the Extranet User in the opinion of EirGrid proves to be untrue or incorrect in any respect as of the date when made; or
- 13.2.8 an order is made or an effective resolution is passed for the winding up of the Extranet User's company other than for the purpose of an amalgamation or reconstruction the terms of which have been agreed by EirGrid; or
- 13.2.9 a petition is presented or an Order is made or a resolution passed or any analogous proceedings or action is taken for the appointment of an examiner, administrator, administrative receiver, trustee or any similar officer over the Extranet User's company; or
- 13.2.10 EirGrid reasonably believes that any of the events mentioned above is about to occur in relation to the Extranet User and notifies the Extranet User accordingly; or
- 13.2.11 the relevant supply licence of the Extranet User is withdrawn, revoked or not renewed; or
- 13.2.12 EirGrid is directed by the Commission for Energy Regulation or any other relevant authority to terminate the agreement; or
- 13.2.13 EirGrid ceases to provide the Extranet provided that EirGrid shall give thirty (30) days' notice in writing to the Extranet User.

14 GENERAL

14.1 Validity

If any provision of these Terms is determined by any competent authority to be invalid, unlawful or unenforceable (in whole or in part) then that provision will to that extent be severed from the remaining provisions, which will continue in full force and effect.

14.2 Entire Agreement

These Terms and the Privacy Policy represent the entire agreement and understanding between EirGrid and you relating to their subject matter and supersede all agreements, arrangements and understandings between you and EirGrid relating to their subject matter.

14.3 Waiver

No failure to exercise and no delay in exercising any right, power or privilege under these Terms shall operate as a waiver of it. Nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege. Nor shall the waiver of any breach be taken or held to be a waiver of the provision itself. A waiver of any right, power or privilege under these Terms is only effective if it is in writing.

14.4 Force Majeure

EirGrid shall not be liable for any breach of the Terms or any failure to provide or delay in providing the Access through the Extranet resulting from any event or circumstance beyond EirGrid's reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.

14.5 Relationship

Nothing in the Terms shall constitute or shall be deemed to constitute a partnership between the parties or constitute or be deemed to constitute the Extranet User as agent of EirGrid or to contract in the name of or create a liability against EirGrid in any way or for any purpose. Furthermore nothing in the Terms, including the provision of access by EirGrid to the Extranet User of the Extranet, shall be deemed to constitute the provision of commercial venture or services between the parties or create a liability against EirGrid in any way or for any purpose.

14.6 Scope of Authority

The Extranet User shall not be EirGrid's agent and shall not make any contracts on EirGrid's behalf or bind EirGrid to any obligation or in any way act as an agent of EirGrid. And the Extranet User shall not, without prior written approval of EirGrid represent itself as being in any way connected or interested in the business of EirGrid.

14.7 Assignment

The Extranet User shall not be entitled to assign, novate or otherwise transfer part or all of this agreement to any other party without the prior written consent of EirGrid. EirGrid shall, without the prior written consent of the Extranet User, be entitled to assign, novate or otherwise transfer this agreement to another entity responsible for administering EirGrid's Extranet following any direction from a relevant and applicable legal authority.

14.8 Compliance

The Extranet User shall comply with all requirements and/or obligations of any statute, statutory instrument, rule, order, regulation, directive and/or byelaw laid down by legislation, Government Departments and/or EU Bodies dealing with and relating to the Access or any provision of the Terms.

14.9 Disputes and Arbitration

EirGrid and the Extranet User agree that any dispute which arises concerning the interpretation of these Terms and/or the performance of the Access shall be mutually resolved through good faith negotiations between the appointed representatives of each party. If any dispute cannot be resolved in such manner then the matter shall be referred to a senior arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland in accordance with and subject to the provisions of the Arbitration Act 2010 or any statutory modifications or re-enactment for the time being in force. The award of the said arbitrator shall be final and binding on both parties hereto.

15 GOVERNING LAW AND JURISDICTION

15.1 These Terms, your use of the Extranet and the Materials, and any non-contractual rights, obligations or duties arising out of or in connection with them shall be governed by Irish law.

15.2 Both parties agree that all disputes or differences arising out of or in connection with these Terms, or the Extranet User's use of the Extranet or Materials shall be subject to the exclusive jurisdiction of the courts of Ireland.