

## **User Terms and Conditions of the emission allowance accounts administered by the registry administrator of the Netherlands**

Pursuant Article 11 of the EU Regulation 389/2013,, the registry administrator may require applicants for a person holding account to agree to comply with terms and conditions addressing the issues set out in Annex II of the Regulation. The user rules of the emission accounts administered by the Netherlands are laid down in the User Terms and Conditions.

In the event of a transaction to an account in the Union Registry not administered by the Netherlands or a transaction to another KP registry, the user should be aware of the terms and conditions that may be laid down by the registry administrator of the other registry.

In order to take the necessary precautions for unauthorized use of the account, the account holder and its nominated account representatives should consider consulting the document Security Emissions Trading Registry. This document is also available on;  
<https://www.emissionsauthority.nl/documents/support-documents/2016/01/25/security-of-the-emissions-trading-registry>.

### **Provision 1 Definitions**

For the purposes of the User Terms and Conditions, the following definitions apply:

- a. 'account holder' means a (legal or natural) person who holds an account in the registries system;
- b. 'Allowance' means an aviation allowance (aEUA) or a general allowance (EUA);
- c. 'Authorized representative' means the natural person as referred to in Article 23 Reg. nominated by the account holder pursuant Article 24 Reg.;
- d. 'Competent authority' means the Board of the NEa;
- e. 'EU Login' means European Commission Authentication Service;
- f. 'EUTL' means European Union Transaction Log as referred to Article 6 Reg.;
- g. 'ITL' means International Transaction Log of the UNFCC as referred to in Paragraph 1 of Article 7 Reg.;
- h. 'Kyoto unit' means an AAU, ERU, CER or RMU;
- i. 'KP' means Kyoto Protocol;
- j. 'KP registry' means a registry as referred to in Paragraph 1 of Article 5 Reg.;
- k. 'NEa' means Netherlands' Emission Authority;
- l. 'Process' means an automated technical means to carry out an action relating to an account or a unit in a registry;
- m. 'Reg.' means EU Regulation 389/2013 ;
- n. 'Registry' means the Union registry or a KP registry;
- o. 'Registry administrator' shall refer to the registry administrator of the Union registry or any other KP registry;
- p. 'Transaction' means a process that includes the transfer of an allowance or Kyoto unit from one account to another account;
- q. 'Union Registry' means a registry as referred to f Article 4 Reg.

## Provision 2

### Fees

1. The NEa charges the account holder a fee for the maintenance of a person holding or trading account as referred to in Article 18 Reg or an account in the KP-registry.
2. The fee referred to in Paragraph 1 is € 400 per calendar year.
3. Contrary to Paragraph 2, the fee is € 1.350 per calendar year when the account holder chooses to apply for one or more of the following services offered by the NEa:
  - a. Premium Account holders receive a special number for the NEa Helpdesk, which has priority over the regular number.
  - b. Premium Account holders may call the NEa Helpdesk on working days from 9 a.m. - 5 p.m., instead of from 9 a.m. - 12 p.m. and from 3-5 p.m.
  - c. Registry change requests receive priority.
  - d. The NEa will send e-mail news reports and maintenance/disruption announcements, so that Premium Account holders do not need to actively consult the NEa website for this information.
  - e. The NEa organises user consultation meetings exclusively for Premium Account holders, in which the NEa shares new developments with regard to the registry and policy. Attendees may offer comments and suggestions during these meetings.
  - f. In case transactions to or from an account of a Premium Account holder stagnate, Premium Account holders will be informed about this as soon as possible.

## Provision 3

### Responsibility and liability

1. The authorised account representatives are responsible for the management of their EU Login account.
2. Neither the competent authority nor the registry administrator is liable for the consequences of unauthorized usage of an account that took place prior to the notification by the account holder done in accordance with Paragraphs 4 and 5 of Article 95 Reg.
3. Save in the event of malice or grave negligence, the competent authority or the registry administrator is not liable for any loss or damages that are a result of:
  - a. The suspension of access of an authorised representative to an account or allowances to which he would otherwise have access for the reasons stated in Articles 96 and 97 Reg.;
  - b. The non availability of the KP or Union registry, the ITL or EUTL in the event of a suspension of processes or the detection of discrepancies or inconsistencies as mentioned in Articles 99, 101, 102 and 103 Reg.;
  - c. the non or non-timely execution of a request by the registry system as a result of an abortion of its execution pursuant to Paragraph 2 of Article 104 Reg..
4. The competent authority or the registry administrator is not liable for any loss or damage as a result of computer viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
5. The competent authority or the registry administrator is not liable for the entering of faulty data by the account representative, nor the validity or appropriateness of a transfer order or any other action.
6. The competent authority or the registry administrator is not liable for indirect or consequential loss or damage, including but not limited to loss of profits, business or revenue.

Provision 4

**Modification of the User Terms and Conditions**

The registry administrator is authorised to modify the User Terms and Conditions at any time. A modification will be made public. The account holder is assumed to have agreed with the modified User Terms and Conditions if within four weeks he has not made his objection to the modification known in writing.

Provision 5

**Dispute resolution**

Any dispute arising between the competent authority or the registry administrator and an account holder shall be brought before the competent court in the Hague.