

# **Terms and Conditions**

## Open Data Portal

Please read before using the SSEN Transmission Open Data Portal

The SSEN Transmission Open Data Portal is owned and operated by SSEN Transmission, the trading name for Scottish Hydro Electric Transmission plc (a company registered in Scotland (under company number SC213461) and having its registered office at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ) ("we", "us", "our").

The following terms and conditions ("Terms") apply to your use of the SSEN Transmission Open Data Portal <u>https://ssentransmission.opendatasoft.com/</u> ("our portal"). Please familiarise yourself with these Terms before using our portal. By using our portal, you're agreeing to accept these Terms and to comply with them.

#### Other Applicable Terms

The following policies are also applicable to your use of our portal:

- Privacy Policy
- <u>Cookies Policy</u>

### Changing These Terms

We may change these Terms from time to time. Every time you wish to use our portal, please check these Terms to ensure you understand the terms that apply at that time.

#### Using Our Portal

Using our portal includes, but is not limited to, general accessing or browsing.

All intellectual property rights in the data on our portal are owned by us (or our licensors). All such rights are reserved. These rights are licensed to you under the terms of <u>CC BY 4.0 Deed | Attribution 4.0 International |</u> <u>Creative Commons.</u> You may use data on our portal so long as you adhere to the terms of this licence. In particular, your use of such data is subject to attribution of:

- author of the dataset;
- name of dataset;
- address of dataset; and



• date of last update.

For example: "SSEN Transmission, Towers132Kv, https://ssentransmission.opendatasoft.com/explore/dataset/tower\_132kv/information/, 25th October 2023"

As part of any attribution, you may link to our portal on a website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Our portal must not be framed on any other site, nor may you deep link to our site without our prior written permission. We reserve the right to withdraw these permissions without prior notice to you.

You must not suggest any form of association with or approval or endorsement from us where none exists. Any use of our logo is strictly prohibited without our prior written permission.

You should note that any data on our portal has a corresponding data triage form which demonstrates the steps taken by us to determine the openness of the data. For transparency, each data triage form is also on our portal and is licensed under <u>CC BY 4.0 Deed | Attribution 4.0 International | Creative Commons.</u>

You should not use any data from our portal in any manner that breaches these Terms and/or infringes any intellectual property rights. We reserve all rights with respect to such unauthorised use or breach of these Terms.

#### We may suspend or withdraw our portal

Our portal is made available to you free of charge.

We do not guarantee that our portal, or any data on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our portal for business and operational reasons.

You are also responsible for ensuring that all persons who access our portal through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

#### Do not rely on data from our portal

The data on our portal is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the data on our portal.

Although we make reasonable efforts to update the data on our portal, we make no representations, warranties or guarantees, whether express or implied, that such data is accurate, complete or up to date.



#### Limitation of liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligent act or for our fraud or fraudulent misrepresentation.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our portal or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our portal; and/or
- use of or reliance on any data on our portal.

We will also not be liable for any indirect or consequential loss or damage (including, but not limited to, loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation).

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, malicious programmes, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our portal or to your downloading of any data on it, or on any website linked to it.

Where our portal contains links to other websites, these links are provided for your information only. We accept no responsibility or liability for any material supplied by or contained on any third-party website which is linked from or to our portal, or any use of personal data by such third party. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### Viruses

While we take reasonable precautions to prevent computer viruses and other malicious programs on our portal, we do not guarantee that our portal will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our portal. You should use your own virus protection software.

You must not misuse our portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our portal, the server on which our portal is stored or any server, computer or database connected to our portal. You must not attack our portal via a denial-of-service attack or a distributed denial-of service attack. By



breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our portal will cease immediately.

#### Severability and Governing Law

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