

General Terms and Conditions, Privacy Statements and Cookies Declaration

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Appendix 1: "Cookies" – overview and purpose of usage

1 General Terms and Conditions for using the website www.evn.bg

These General Terms and Conditions regulate the rules for access and use of the website www.evn.bg.

Author of website "www.evn.bg" and the entity providing services under these GTCs is "EVN Service Center" EOOD, UIC 200530627, with domicile and registered office: Plovdiv, 37 "Hristo G. Danov" street, hereinafter referred to as "Operator".

By using the Website, you agree to be legally bound by these General Terms and Conditions, which shall enter into force immediately after the first use of the Website. Conditions for use shall apply to all Website users.

Please read them carefully.

If you do not agree to be legally bound by the General Terms and Conditions, please do not use the Website.

1.1 Definitions

1. **User** – any person using the Website www.evn.bg:

1.1. **Registered user** - a person who is registered on the Website of the Operator through the introduction of a customer number and/or e-mail address, user name and password. Registered users have the right to use additional services intended for the customers of the Operator.

1.2. **Non-registered user** – a person who visits the Website of the Operator without registration.

2. **Malicious third-party attacks** – action or inaction of a person, which are in conflict with the rules of morality principles in the Internet among others but not only DoS (Denial of Service - server overloading), sending spam, channels flooding, acquiring access to resources with third parties' rights and passwords, using the flaws in the systems for personal gain or obtaining information, performing actions which can be qualified as industrial espionage or sabotage, damage or destruction of systems or data arrays, sending Trojan horses or causing installation of viruses or systems for remote control, disturbing the normal work of the other web surfers, etc.

3. **"Services"** – the services provided by the Operator through the Website;

4. **Random event** is a circumstance unforeseen at the time of conclusion of the contract of extraordinary nature which could make the enforcing of the contract objectively impossible.

5. **"Website"** – www.evn.bg

1.2 Subject matter of the General Terms and Conditions;

6. These General Terms and Conditions govern the relationship between the Operator and the Users. They regulate the conditions under which the Operator provides the Users with the opportunity to use the Website and the Services and the Users undertake to use it in compliance with the applicable legislation and the requirements set out in these General Terms and Conditions.

7. Users are entitled to use the Website solely for personal needs with non-commercial purposes. While using the Website Users undertake not to infringe the rights and interests of any third parties and not to carry out any Malicious Actions.

1.3 Consent with the General Terms and Conditions, validity and modifications

8. By using the Website the User shall be considered bound by the validity of the General Terms and Conditions without the need to explicitly accept the latter.

9. In case that the User uses services, which require registration, the User undertakes explicitly to accept these GTCs to have the right to use the corresponding services.

10. The GTC may be amended unilaterally by the Operator as necessary.

11. When changes are made to the GTCs, which directly and immediately affect the rights and/or obligations of the User, the Operator undertakes to notify the User by publishing on the Website a message about the modification.

12. If the User continues to use the Website after having read the message for amended GTCs is an action of adoption and agreement with the GTCs.

1.4 Intellectual property rights

13. The rights on the texts, images, photographs, trademarks, names, etc., located on the Operator's Website, are protected by the copyright and neighbouring rights law, the Law on Trademarks and Geographical Indications and other regulations.

14. Any copies of the content of the website, including but not limited to texts, images, photographs, brands, names, etc. concerning third parties (e.g. to provide copies to be stored on magnetic and/or disc media, etc.) and their delivery, dissemination, storage, etc. is prohibited.

15. All texts, images, photographs, trademarks, names, etc. located on the website of the Operator are provided exclusively for personal use.

16. Drafting and publishing messages for the press and other documents containing information from the content published on the Website becomes with the express written consent of the Operator and provided that the source is quoted.

17. By concluding the contract under GTCs, the User declares that he is aware of the fact that the rights over certain texts, images, photographs, trademarks, names etc., located on the Operator's website belong to third parties.

1.5 Registration of the User

18. To be able to use the services provided by the Operator, which require registration, the User must register in advance by completing the online accessible electronic registration form and to agree with these General Terms and Conditions.

19. While completing the registration form, the User must provide complete and accurate information about his/her identity, sufficient to identify him/her as a party in the contract, valid e-mail address and other data, required in the electronic form, and to update them within 7 days of their change.

20. Each User may register only once. Registration under an assumed name, cover name or changed personal name.

21. In the event that the user (i) provides false data; or (ii) does not reflect within the prescribed period the changes of personal and other data necessary for a valid registration, after having become aware of this fact the Operator has the right to terminate or stop immediately and without notice the provision of services and the maintenance of the registration of the User. Termination of provision of services shall be deemed to automatically terminate the contract.

22. Upon registration the User specifies a username and a password. The Operator does not verify and shall not be held responsible:

22.1. for the authenticity of the username and the data referred to by the User;

22.2. whether the username affects the rights of third parties and in particular the right to a name or other personal rights, the right of trade name (company name), the right of a trademark or other rights of intellectual property.

23. The User shall be fully responsible for protecting his/her username and password and for all acts performed by him/her or by any third party by using its username and password.

1.6 Rights and Obligations of the User

24. The User may at any time, at his own discretion suspend the use of the Website and the services provided by the Operator.

25. Each User may notify the Operator of any errors, technical problems and other problems related to access to the website and the services provided through it.

26. The User undertakes when using the Website of the Operator not to download, place on a server of the Operator, not to send or use in any manner whatsoever, nor to disclose to any third parties any information, data, text, sound, files, software, music, photographs, graphics, video or audio footage, messages, and any other materials which are contrary to the Bulgarian legislation, the applicable foreign laws, the present General Terms and Conditions, Internet morality principles or the accepted principles of morality.

27. The User undertakes when using the services provided by the Operator not to carry out any Malicious Attacks.

28. The User undertakes not to carry out and not to try to acquire unauthorized access to the services provided by the Operator by capturing and using other people's passwords or any other methods.

1.7 Rights and Obligations of the Operator

29. The Operator undertakes to take due care to enable normal use of the Website to the User.

30. The Operator is not obliged nor is he objectively capable of controlling the way the User uses the Website or the services provided. By accepting these GTCs the User declares that the use of the services provided will be entirely at his own risk and responsibility.

31. The Operator shall be entitled but not obliged to keep any used footage and information located on its server, and make them available to third parties and the relevant public authorities where necessary to protect the rights, the legitimate interests and security of the Operator or any third parties, and where footage or information is demanded by the relevant public authorities.

32. The Operator reserves the right temporarily or permanently to suspend the provision of access to the Website or to certain services, by informing the Users with a message on the Website.

1.8 Responsibility

33. The Operator shall not be held responsible for any damages caused to the User while using the Website or the services provided, unless caused intentionally by the Operator.

34. The Operator shall not be held responsible for negligence of its obligation under this contract in case of occurrence of circumstances beyond his control, - cases of force majeure, accidental events, problems in the Internet global network, or if the Operator is deprived of control over the provision of services in any way whatsoever.

35. The Operator shall not be liable for any interferences or technical problems preventing the use of the Website or services due to operation of the equipment by the User (including but not limited to PC and other office equipment).

36. By accepting these GTCs the User hereby declares that he/she is aware of the possibility of any interruptions and other type of difficulties in the Internet connection to the Website which may arise regardless of the efforts made by the Operator and that he/she will not claim on these grounds any compensations from the Operator for loss of profits, damages suffered or any inconveniences.

37. The Website Operator shall not make selection and assessment of the persons using the website; neither control their actions, and in no way will be held responsible, directly or indirectly, in this regard, nor for the consequences from the actions of the Users.

1.9 Temporary restriction of access

38. The Operator may immediately and without prior notice cease, restrict or change the access of the User to the website and the services provided where the latter uses them contrary to the law, these GTCs, the common morality principles in the Internet, decency or other applicable standards.

39. Within the hypotheses under the preceding article, if any User is temporarily sanctioned by suspension, restriction or modification of the provided services without the Operator terminating the contract, the temporary sanctions shall continue until clarification of the facts under the case.

40. If the measures taken turn out to be unreasonable, the User shall be recovered the full extent of the access provided. Otherwise, the Operator may terminate unilaterally the contract.

1.10 Compensations

41. The User is obligated to compensate the Operator and all third parties for any suffered damages and benefits foregone, including for paid penalties and pecuniary penalties, for law costs and state taxes, for all costs and paid attorney's fees which have occurred as a result of claims made and/or paid compensations to third parties with reference to the use by the User of the services provided by the Operator in violation of the valid legislation, these GTCs, decency or the common morality principles in the Internet.

XI. Termination and Cancellation of the Contract

42. The User may at any time, at his own discretion, suspend or stop the use of the website access and services provided by the Operator, and demand or execute cancellation of his registration by which the contract concluded with the Operator shall be deemed automatically terminated.

43. Each party may cancel this contract in case of the counter party's faulty non-fulfilment of its obligations under the contract.

1.11 Other conditions

44. By accepting these GTCs, the parties express their consent to consider the electronic statements made between them as received from the moment they are received in the information system as specified by the addressee, without expressly needed confirmation for this. When the Operator is the addressee of the statement, as received in the information system specified by the addressee shall be considered a statement, which is received in the POP3 servers of the Operator. Where the User is the addressee of the statement, as a received statement in the information system

specified by the addressee shall be considered when it is received in the e-mail specified during the registration of the addressee located on a server within the relevant mailbox domain.

45. The parties declare that in the event that some of the clauses of these GTCs prove to be void, this will not entail the invalidity of the contract, other clauses or parts thereof. The clause null and void will be replaced by the mandatory rules of the law or established practice.

These General Terms and Conditions shall become effective as of 01.07.2019.

Note: *To use the services the User should have a guaranteed access to the Internet by acquiring the necessary equipment, including but not limited to personal computer, modem or other hardware for access to the Internet network, and pay to third parties the costs necessary for such access.*

2 Privacy Statements of EVN Bulgaria Elektrosnabdiavane EAD

Since your security and observing your rights and freedoms recognized by law are extremely important to us and we appreciate your confidence in us by using our services. Therefore, we have prioritized the protection of your personal data.

These Privacy Statements ("Statements") describe the way we process your personal data and contain the information which should be provided by EVN Bulgaria Elektrosnabdiavane EAD ("EVN EC") in its capacity as personal data controller according to Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("the Regulation").

These Privacy Statements are applicable to all cases in which we collect personal data (such as by completing a form, signing a contract, contact on site or by the phone, etc.).

Relevance and amendments in the statements

In order that these statements are relevant to the requirements of the applicable European and national framework, it is possible that the document is amended. You can get informed about the latest amendments in the statements on our website www.evn.bg or to get a paper version in every EVN office.

Last update: 22.05.2018

Details about the personal data controller

EVN Bulgaria Elektrosnabdiavane EAD

UIC: 123526430 Registered address: Plovdiv, 37 Hristo G. Danov street

Information about the personal data protection officer Elena Valcheva, e-mail: lichni.danni@evn.bg

Purpose and legal basis of personal data processing

EVN EC processes personal data for different purpose and legal grounds related to its function of a licensee for the activities "public supply of electricity", "electricity supply from supplier of last resort" and "trading with electric energy", employer according to the PPA, employer, a party to contracts, etc. It is possible that the company processes personal data of one and the same subject for different purpose and legal basis.

To process your information, we are counting on the following legal grounds:

Contract execution: Processing of your data may be necessary for conclusion and execution of a contract. For example in case of sales of electric energy according to our General Terms and Conditions, in case of buying up electrical energy according to a concluded contract, at deferred payment through an agreement, etc.

Legal obligation: We might process your information on the compliance with legal obligations such as to provide personal data during inspections or consultations to institutions. Apart from this - according to the Energy Act we have the obligation to provide you with certain information, for which we use your contact details.

Consent: It is possible to rely on your consent to use your personal information for certain purposes such as direct marketing, etc. In these cases, it is important to know that you can withdraw your given consent at any time. When you give your consent, you get the necessary information, including how you can withdraw your consent.

It is possible that the company processes personal data also on the other legal grounds provided for in the Regulation: to protect the vital interests of the data subjects or of another natural person; to execute a task in the public interest or in the exercise of official powers which are conferred on the controller; data processing is necessary for the purpose of the legitimate interests of the data controller or of a third party, except when priority to such interests have the interests, the rights and freedoms of the data subjects.

2.1 Why EVN EC processes your personal data

Your personal data may be processed for some of the following specific purposes and the listing is not exhaustive but gives only some examples:

Conclusion and execution of contracts - Within these is the processing of personal data in connection with our General Terms and Conditions, contracts for electricity buyout, agreements for deferred payment, contracts according to the PPA, etc.

Customer care - when processing e-mails, telephone service or communication on the spot; when received documents for change of customer's data; when responding to customers' complaints, alerts and requests; upon notification with information in accordance with the legal requirements; notification prior to disconnection, etc.

Improvement of our services - We also use personal data for analytical purposes. This is part of our desire to update our services and to improve our customers' service. Your personal data may be used also for test purposes, troubleshooting and to improve the functionality and the quality of our services.

Financial-accounting activity - We process your personal data as well when invoicing, processing of payments, etc.

Proceedings before the public authorities - There is a need of various activities for processing of your data and in the consultations for institutions, consultations during inspections, answers to complaints, debt collection and other legal purpose, etc.

Campaigns and other direct marketing activities - We can use your information for marketing activities. They may include using your contact details for sending you news, for offering you goods and services by post, by telephone or in any other direct way and consultation with the aim of research on the offered goods and services.

2.2 Types of personal data collected by EVN EC

EVN EC only processes the required set of personal data for each individual case of collecting information. In addition, if you use our website, we collect information from your computer and you can read more for this activity in the Cookie Statement on this [link](#).

The following types of personal data may be processed for the following persons, as the listing is not exhaustive. If you are one of the persons listed below and you want to get specific information on what is your personal data that we process, you may submit such a request using the methods described below:

- **Electrical energy customers** - names, personal ID number, address, e-mail, telephone number, customer number, metering point number, signature, IBAN, data from power of attorney, data from documents of title, consumption, etc.
- **Senders of signals by e-mail or by letter** - names, personal ID number, address, client number, metering point number, telephone number, electronic signature, e-mail address, etc.
- **Senders of signals on the phone** - names, address, e-mail, telephone number, client number, metering point number, sound recording, etc.
- **Visitors in EVN Office** - names, telephone number, video record, etc. (in the event that such visitors are customers of EVN, also the other referred to above personal data)
- **Partner ledgers according to PPA** - names, personal ID number, address, e-mail, telephone number, signature, IBAN, data from power of attorney, data from documents of title, educational data, judicial status, etc.
- **Representatives of producers** - names, personal ID number, address, client number, telephone number, data from ID card, etc.
- **Customers or other individuals to participate in a campaign** - names, personal ID number, data from ID card, address, video record, facial image (photos), sound record, written quotation, etc.
- **Customers or other natural persons with an inquiry for sponsorship/donation** - names, personal ID number, address, client number, metering point number, telephone number, e-mail address, sensitive data (on health or on social status), etc.

** The company is not entitled to process any information and documents relating to the health and social status of its customers and/or of other persons related with them. Please note that we destroy all documents attached concerning this status and please in the future do not send us or do not submit such documents on the spot here with us. When servicing you on the phone or e-mail we do not require such information from you and please do not provide it in any form.*

2.3 Categories of recipients of your data

In the services offered by the company for various reasons and in various methods are involved third parties. Such third parties, which may receive part of your personal data, are those, together with which we provide the services related to the electricity supply, for example: 1) the electricity transmission/distribution grid operator; 2) state and municipal authorities. Below are some examples of how the information that you share with us is used and exchanged with these third parties.

Third parties, service providers, including persons related to the company: We may use the services of service providers to get your personal data processed on our behalf. This processing of data is done for several reasons such as for example sending of marketing materials. The third parties, service providers, will be bound by confidential rules and it is not allowed to use your personal data for other purpose.

Providers of payment methods and (other) financial institutions: When required processing of payment you have made, including when we need to refund to you an amount you have paid, we can share part of the information with the payment service provider and relevant financial institutions that can address these processes.

Competent authorities: We disclose personal data to the law enforcement authorities, where this is required by law or is absolutely necessary to prevent, ascertain or prosecute criminal activity or fraud. It is possible in the course of the procedure to disclose personal data with the competent authorities in order to protect our rights or the rights of any third parties.

2.4 How long are your personal data stored?

During the storage of personal data the company observes the deadlines regulated by the applicable legislation and for the cases in which there are no deadlines set, the company independently sets such deadlines by considering the need and the purpose of the collected data.

2.5 What arrangements for storage and protection of your personal data does EVN EC make?

In accordance with the existing legal framework, we observe the necessary procedures to process personal data in such a way as to ensure an appropriate level of security of personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage by applying appropriate technical or organizational measures.

2.6 In what way does EVN EC treat the personal data of children?

Services provided by EVN EC are not addressed to children under the age of 18. Using our services is permitted only after the consent of a parent or guardian. If we get information for a child under the age of 18, we reserve the right to erase such information. In rare cases where the owner of a facility is such a person or when organised campaigns and projects the company may collect and use the information for children only after the consent of a parent or guardian.

2.7 Your rights in connection with the personal data provided to us

Right of access to the personal data processed about you

You are entitled to receive confirmation whether personal data related to you is being processed, and if this is so - to obtain access to such data and the following information:

- the purpose of data processing;
- the categories of personal data;
- the recipients / categories of recipients to which are or will be disclosed personal data;
- the intended period for which will be stored personal data or the criteria used for setting this period;
- the personal data source;
- the existence of automated decision-making, including profiling

You have the right to a copy of the personal data, which are being processed, but for any additional copies, the company may impose a reasonable fee.

Right to rectification

As personal data subject you have the right to request the company for rectification and have inaccurate personal data rectified, or completed if it is incomplete.

Right to erasure ("right to be forgotten")

You have the right to ask the company to erase the associated with your personal data as long as any of the following reasons is available:

- personal data are no longer necessary for the purposes for which they were collected or have been treated in another way;
- you have withdrawn your consent, on which is based the data treatment and there is no other legal basis for such treatment;
- you have objected against the data processing in the manner provided for
- personal data have been processed unlawfully.
- personal data must be erased in order to comply with a legal obligation

The right shall not apply as far as data processing is necessary for compliance with a legal obligation, for performance of a task in the public interest or for the establishment, exercise or defence of legal claims.

Right to restrict processing

You have the right to demand from the company to restrict the processing of your personal data in the following circumstances:

- when you dispute the accuracy of personal data;
- you find data processing unlawful, but you do not want your personal data to be deleted and instead you demand limitation of their usage;
- the company does no longer need your personal data for the purpose of data processing, but you demand them to establish, exercise or defend legal claims;

Right to data portability

You have the right to obtain your personal data that you provided to the company in a structured, widely used and suitable for machine reading format and you have the right to transfer these data to another company when:

- their processing is based on consent giving or on a contractual obligation and
- data processing is automated.

You have the right directly to transfer personal data from the company to another data controller, where this is technically feasible and does not adversely affect the rights and freedoms of other persons.

Right to object to processing of personal data

You have the right to object to the processing of your personal data when the company processes them on the following grounds:

- performance of a task in the public interest or
- for the purpose of the legitimate interests of the company;

The company terminates data processing, unless proven that there are no convincing legal grounds for data processing.

You have the right at any time to object to the processing of your personal data for the purpose of direct marketing, which includes also profiling.

Automated taking individual decisions, including profiling

You have the right not to be subject to a decision based solely on the automated processing, including profiling, which gives rise to legal consequences for you, unless such decision:

- is necessary for the conclusion or execution of a contract with you;
- is allowed according to the law;
- is based on your express consent.

Right to lodge a complaint with a supervisory authority

If you believe that the processing of your personal data is made in violation of the applicable regulations, you have the right to submit a complaint to the Commission for Personal Data Protection.

3 Privacy Statements of EVN Bulgaria Toplofikatsia EAD

Since your security and observing your rights and freedoms recognized by law are extremely important to us and we appreciate your confidence in us by using our services. Therefore, we have prioritized the protection of your personal data.

These Privacy Statements ("Statements") describe the way we process your personal data and contain the information which should be provided by EVN Bulgaria Toplofikatsia EAD ("EVN TP") in its capacity as personal data controller according to Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("the Regulation").

These Privacy Statements are applicable to all cases in which we collect personal data (such as by completing a form, signing a contract, contact on site or by the phone, etc.).

Relevance and amendments in the statements

In order that these statements are relevant to the requirements of the applicable European and national framework, it is possible that the document is amended. You can get informed about the latest amendments in the statements on our website www.evn.bg or to get a paper version in every EVN office.

Last update: 22.05.2018

Details about the personal data controller

EVN Bulgaria Toplofikatsia EAD

UIC: 115016602, Registered office: Plovdiv, 37 Hristo G. Danov street.

Information about the personal data protection officer Elena Valcheva, e-mail: lichni.danni@evn.bg

Purpose and legal basis of personal data processing

EVN TP processes personal data for different purpose and legal basis related to its function of a licensee for the activities "transmission of heat energy", "generation of electricity and heat energy" and "generation of heat", employer according to the PPA, employer, a party to contracts, etc. It is possible that the company processes personal data of one and the same subject for different purpose and legal basis.

To process your information, we are counting on the following legal grounds:

Contract execution: Processing of your data may be necessary for conclusion and execution of a contract; for example in case of sales of heat energy to your facility, according to our General Terms and Conditions, or connecting your facility to our grid in accordance with the contract we have concluded with you.

Legal obligation: We might process your information on the compliance with legal obligations such as to provide personal data during inspections or consultations to institutions. Apart from this - according to the Energy Act we have the obligation to provide you with certain information, for which we use your contact details.

Consent: It is possible to rely on your consent to use your personal information for certain purposes such as direct marketing, etc. In these cases, it is important to know that you can withdraw your given consent at any time. When you give your consent, you get the necessary information, including how you can withdraw your consent.

It is possible that the company processes personal data also on the other legal grounds provided for in the Regulation: to protect the vital interests of the data subjects or of another natural person; to execute a task in the public interest or in the exercise of official powers which are conferred on the controller; data processing is necessary for the purpose of the legitimate interests of the data controller or of a third party, except when priority to such interests have the interests, the rights and freedoms of the data subjects.

3.1 Why EVN TP processes your personal data

Your personal data may be processed for some of the following specific purposes and the listing is not exhaustive but gives only some examples:

Conclusion and execution of contracts - Within these is the processing of personal data in connection with our General Terms and Conditions, preliminary and final grid connection contracts, contracts according to the PPA, etc.

Customer care - when processing e-mails, telephone service or communication on the spot; when received documents for change of customer's data; when responding to customers' complaints, alerts and requests; upon notification with information in accordance with the legal requirements, etc.

Improvement of our services - We also use personal data for analytical purposes. This is part of our desire to update our services and to improve our customers' service. Your personal data may be used also for test purposes, troubleshooting and to improve the functionality and the quality of our services.

Financial-accounting activity - We process your personal data as well when invoicing, processing of payments, etc.

Proceedings before the public authorities - There is a need of various activities for processing of your data and in the consultations for institutions, consultations during inspections, answers to complaints, debt collection and other legal purpose, etc.

Campaigns and other direct marketing activities - We can use your information for marketing activities. They may include using your contact details for sending you news, for offering you goods and services by post, by telephone or in any other direct way and consultation with the aim of research on the offered goods and services.

Security - EVN TP's buildings are guarded by using technical resources, including video surveillance. These data are processed via a contractor in accordance with the legislation governing this activity.

3.2 Types of personal data collected by EVN TP

EVN TP only processes the required set of personal data for each individual case of collecting information. In addition, if you use our website, we collect information from your computer and you can read more for this activity in the Cookie Statement on this [link](#).

The following types of personal data may be processed for the following persons, as the listing is not exhaustive. If you are one of the persons listed below and you want to get specific information on what is your personal data that we process, you may submit such a request using the methods described below:

- **Heat energy customers** - names, personal ID number, address, e-mail, telephone number, customer number, metering point number, signature, IBAN, data from power of attorney, data from documents of title, data for consumption, etc.
- **Customers of the service "Heat copying/Thermography"** - names, personal ID number, address, telephone number, e-mail address, signature, etc.
- **Grid users** - names, personal ID number, address, e-mail, telephone number, client number, metering point number, signature, etc.
- **Sponsors of investment proposals** - names, personal ID number, address, e-mail, telephone number, client number, metering point number, signature, data from documents of title, etc.
- **Senders of signals by e-mail or by letter** - names, personal ID number, address, client number, metering point number, telephone number, electronic signature, e-mail address.
- **Senders of signals on the phone** - names, address, e-mail, telephone number, client number, metering point number, sound recording, etc.
- **Visitors in EVN Office** - names, telephone number, video record, etc. (in the event that such visitors are customers of EVN, also the other referred to above personal data)
- **Partner ledgers according to PPA** - names, personal ID number, address, e-mail, telephone number, signature, IBAN, data from power of attorney, data from documents of title, educational data, judicial status, etc.
- **Customers or other individuals to participate in a campaign** - names, personal ID number, data from ID card, address, video record, facial image (photos), sound record, written quotation, etc.
- **Customers or other natural persons with an inquiry for sponsorship/donation** - names, personal ID number, address, client number, metering point number, telephone number, e-mail address, sensitive data (on health or on social status).

** The company is not entitled to process any information and documents relating to the health and social status of its customers and/or of other persons related with them. Please note that we destroy all documents attached concerning this status and please in the future do not send us or do not submit such documents on the spot here with us. When servicing you on the phone or e-mail we do not require such information from you and please do not provide it in any form.*

3.3 Categories of recipients of your data

In the services offered by the company for various reasons and in various methods are involved third parties. Such third parties which may receive part of your personal data are those, together with which we provide the services related to the supply of heat energy. Below are some examples of how the information that you share with us is used and exchanged with these third parties.

Third parties, service providers, including persons related to the company: We may use the services of service providers to get your personal data processed on our behalf. This processing of data is done for several reasons such as for example sending of marketing materials. The third parties, service providers, will be bound by confidential rules and it is not allowed to use your personal data for other purpose.

Providers of payment methods and (other) financial institutions: When required processing of payment you have made, including when we need to refund to you an amount you have paid, we can share part of the information with the payment service provider and relevant financial institutions that can address these processes.

Competent authorities: We disclose personal data to the law enforcement authorities, where this is required by law or is absolutely necessary to prevent, ascertain or prosecute criminal activity or fraud. It is possible in the course of the procedure to disclose personal data with the competent authorities in order to protect our rights or the rights of any third parties.

3.4 How long are your personal data stored?

During the storage of personal data the company observes the deadlines regulated by the applicable legislation and for the cases in which there are no deadlines set, the company independently sets such deadlines by considering the need and the purpose of the collected data.

3.5 What arrangements for storage and protection of your personal data does EVN TP make?

In accordance with the existing legal framework, we observe the necessary procedures to process personal data in such a way as to ensure an appropriate level of security of personal data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage by applying appropriate technical or organizational measures.

3.6 In what way does EVN TP treat the personal data of children?

Services provided by EVN TP are not addressed to children under the age of 18. Using our services is permitted only after the consent of a parent or guardian. If we get information for a child under the age of 18, we reserve the right to erase such information. In rare cases where the owner of a facility is such a person or when organised campaigns and projects the company may collect and use the information for children only after the consent of a parent or guardian.

3.7 Your rights in connection with the personal data provided to us

Right of access to the personal data processed about you

You are entitled to receive confirmation whether personal data related to you is being processed, and if this is so - to obtain access to such data and the following information:

- the purpose of data processing;
- the categories of personal data;
- the recipients / categories of recipients to which are or will be disclosed personal data;
- the intended period for which will be stored personal data or the criteria used for setting this period;

- the personal data source;
- the existence of automated decision-making, including profiling

You have the right to a copy of the personal data, which are being processed, but for any additional copies, the company may impose a reasonable fee.

Right to rectification

As personal data subject you have the right to request the company for rectification and have inaccurate personal data rectified, or completed if it is incomplete.

Right to erasure ("right to be forgotten")

You have the right to ask the company to erase the associated with your personal data as long as any of the following reasons is available:

- personal data are no longer necessary for the purposes for which they were collected or have been treated in another way;
- you have withdrawn your consent, on which is based the data treatment and there is no other legal basis for such treatment;
- you have objected against the data processing in the manner provided for
- personal data have been processed unlawfully.
- personal data must be erased in order to comply with a legal obligation

The right shall not apply as far as data processing is necessary for compliance with a legal obligation, for performance of a task in the public interest or for the establishment, exercise or defence of legal claims.

Right to restrict processing

You have the right to demand from the company to restrict the processing of your personal data in the following circumstances:

- when you dispute the accuracy of personal data;
- you find data processing unlawful, but you do not want your personal data to be deleted and instead you demand limitation of their usage;
- the company does no longer need your personal data for the purpose of data processing, but you demand them to establish, exercise or defend legal claims;

Right to data portability

You have the right to obtain your personal data that you provided to the company in a structured, widely used and suitable for machine reading format and you have the right to transfer these data to another company when:

- their processing is based on consent giving or on a contractual obligation and
- data processing is automated.

You have the right directly to transfer personal data from the company to another data controller, where this is technically feasible and does not adversely affect the rights and freedoms of other persons.

Right to object to processing of personal data

You have the right to object to the processing of your personal data when the company processes them on the following grounds:

- performance of a task in the public interest or
- for the purpose of the legitimate interests of the company;

The company terminates data processing, unless proven that there are no convincing legal grounds for data processing.

You have the right at any time to object to the processing of your personal data for the purpose of direct marketing, which includes also profiling.

Automated taking individual decisions, including profiling

You have the right not to be subject to a decision based solely on the automated processing, including profiling, which gives rise to legal consequences for you, unless such decision:

- is necessary for the conclusion or execution of a contract with you;
- is allowed according to the law;
- is based on your express consent.

Right to lodge a complaint with a supervisory authority

If you believe that the processing of your personal data is made in violation of the applicable regulations, you have the right to submit a complaint to the Commission for Personal Data Protection.

4 Cookies Declaration

"Cookies" and other tracking technologies can be used on our website in different ways such as the operation of the internet page at www.evn.bg, for analysis of the internet traffic or for advertising purpose. This declaration is intended to provide you with more information on what "cookies" are, how to use them and what are your possibilities to choose.

Personal data controllers for this webpage are:

- EVN Bulgaria EAD as the domain owner

Company data: UIC: 131329518 Registered address: Sofia, 14 Tsar Osvoboditel blvd.

Information about the personal data protection officer Elena Valcheva, lichni.danni@evn.bg.

- EVN Service Center EOOD as the author of the website

Company data: UIC: 200530627 Registered address: Plovdiv, 37 Hristo G. Danov street

Information about the personal data protection officer Elena Valcheva, lichni.danni@evn.bg.

- EVN Bulgaria Elektrosnabdiavane EAD as a company providing information through the webpage

Company data: UIC: 123526430 Registered address: Plovdiv, 37 Hristo G. Danov street

Information about the personal data protection officer Elena Valcheva, lichni.danni@evn.bg.

- EVN Bulgaria Toplofikatsia EAD as a company providing information through the webpage

Company data: UIC: 115016602 Registered address: Plovdiv, 37 Hristo G. Danov street

Information about the personal data protection officer Elena Valcheva, lichni.danni@evn.bg.

4.1 What are "cookies"?

"Cookies" are a small amount of data which a certain web site sends to your computer or mobile device. The so-called "First-party cookies" are cookies which are used by the company which possesses the domain name from which are sent the relevant "cookies". Therefore the cookies of www.evn.bg are First-party cookies. In the event that we allow other parties to use "cookies" via our website, such "cookies" shall be called Third-Party Cookies.

Also, there is a difference between "session cookies" and "persistent cookies". "Session cookies" exist only until you close your browser. "Persistent cookies" have a longer activity and are not automatically deleted after you close your browser.

In addition to the "cookies" are used also other tracking technologies similar to them. They may include pixel markers (also known as GIFs, web markers or pixels), which trace the URL addresses or software development kits (SDK). The pixel markers are small graphical images, often consisting of one pixel, which can be delivered to your computer as part of a requested internet page, in an application, in advertising or in the HTML of an e-mail message. The pixels can be used for extraction of information from your device such as the type of your device or the operating system, the IP address and the time you have spent on the website, or in the application. They can be used for reading and using "cookies" in your browser. The traceability of URL addresses is used to find out what other webpage has forwarded you to use our webpage. The software development kits (SDKs) are small parts of code included in the applications, whose function is similar to that of "cookies" and pixel markers.

All these technologies are referred as "cookies" in this Declaration for use of "cookies".

4.2 How to use "cookies"?

"Cookies" are used for different purposes. They allow you to be recognizable as one and the same user in all sections of our webpage.

A list with an overview of the "cookies" we use and the purpose why we use them may be found in [Appendix 1](#).

4.3 How to control, turn off or block the "cookies"

To learn more about "cookies" and how to operate them or delete them, simply visit allaboutcookies.org and the help section in your browser. In the settings of browsers such as Internet Explorer, Safari, Firefox or Chrome you can set which "cookies" to accept and which to reject. Where you will find these settings depends on the browser you use.

If you choose not to accept certain technical and/or functional "cookies", it is possible that you may not be able to use certain functions on our website. At the moment we do not support the setting "Do not track". In the event that a function is developed on the browser defining what the signal "Do not track" is, we will review again the text in this declaration.

1. Advertising. When it comes to online advertising and marketing campaigns, we strive to work with companies that are members of "NAI" (Network Advertising Initiative) and/or "IAB" (Interactive Advertising Bureau). The members of "NAI" and "IAB" comply with the standards and the rules imposed by the industry. The members of "NAI" and "IAB" let you withdraw from the behavioural advertising. Visit www.networkadvertising.org, to see the members of "NAI", who may have put advertising "cookies" on your computer.

To refuse the behavioural advertising program for members of "NAI", simply tick the box that corresponds to the company which advertising you want to refuse. If you want you can visit www.youronlinechoices.com or www.youradchoices.com, to learn how to refuse the personalized advertising. Your mobile device may let you limit the sharing of information with the purpose of retargeting, by using the settings. Please note that quitting the network for online advertising does not mean that you will no longer receive or that you will not be the subject of online advertising or market research. This means that the network you have refused will not provide advertising made for your web preferences and methods of using the browser.

2. Analyses. In order to control data collection with analytical purpose through Google analysis from certain types of browsers, you might be willing to visit the following link: Ad-on for refusal from Google Analysis (only for desktop). In order to control data collection with analytical purpose with Yandex.Metrica (tracking pixel, owned by the Russian search engine YANDEX), the users with language settings in Russian, Ukrainian or Turkish language may be willing to visit the following link: yandex.com. Yandex.Metrica is not used by the users who use other language settings. You also have the option to cancel the personalized advertising from Yandex. To do this, please visit [this webpage](#) and uncheck the box "Take my interests".

If you have any questions, suggestions or comments about this declaration for "cookies" use, please e-mail us at info@evn.bg This Declaration on the use of "cookies" can be updated. Therefore please often visit this webpage so that you are aware of the recent developments.

Appendix 1: "Cookies" – overview and purpose of usage

Name	Internet address	Purpose	Description and use	Place of storage	Validity	External provider
ASP.NET_SessionId	www.evn.bg	System cookies	Keeps the status of the ID Session	Browser	no validity	No
BNI_evnbg_persistence	www.evn.bg	System cookies	Used in load balancing of websites supporting SSL / TLS	Browser	By the end of the session	No
CMSPreferredCulture	www.evn.bg	System cookies	Preferred visualization of the language	Browser	1 year	No
CurrentVisitStatus	www.evn.bg	System cookies	Status of the visit	Browser	By the end of the session	No
ViewMode	www.evn.bg	System cookies	CMS Processing mode	Browser	By the end of the session	No
VisitorStatus	www.evn.bg	System cookies	CMS Status	Browser	By the end of the session	No
__cfduid	www.evn.bg	System cookies	It is used for identification of individual customers behind shared IP address and for application of the security settings on customer basis.	Browser	By the end of the session	Cloudflare
_ga	www.evn.bg	System cookies	Third party, permanently, analytically. Statistical data for the websites on the program Google Analysis.	Browser	By the end of the session	Google
_gat	www.evn.bg	System cookies	Third party, permanently, analytically. Statistical data for the websites on the program Google Analysis.	Browser	By the end of the session	Google
_gid	www.evn.bg	System cookies	Third party, permanently, analytically. Statistical data for the websites on the program Google Analysis.	Browser	By the end of the session	Google

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