

# Principles of the Processing of Customer Data at Enefit Connect OÜ

Valid from 01.01.2021

## 1. General Information

- 1.1. The responsible processor of data is Enefit Connect OÜ (Enefit Connect), registration number \_\_\_\_\_, address 2 Veskiposti, Tallinn.
- 1.2. 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 on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), with regard to which an English abbreviation GDPR is often used, serves as the basis for the processing of customer data at Enefit Connect, as well as other legal acts, including the Electricity Market Act, the Personal Data Protection Act, and good business practices.
- 1.3. In addition to that, Enefit Connect shall also proceed from the guidelines and instructions issued by the Data Protection Inspectorate and the Article 29 Working Party, i.e. the expert group of the European Union on data protection.
- 1.4. The present Principles are of general nature, additional and/or clarifying terms and conditions as well as privacy notices may also be included into contracts, documents, forms, and be available on the webpage of Enefit Connect [www.energia.ee/enefitconnect](http://www.energia.ee/enefitconnect) (hereinafter referred to as the Principles). The Principles form an integral part of General Terms and Conditions of the services provided. Enefit Connect shall refer to the Principles upon the conclusion of a contract with a Client, while offering a service, a product, and/or online environment to the Client, and enable the Client to familiarize himself/herself with the Principles. The Principles form a part of the Contract, and Eesti Energia has the right to assume that the Client is aware of the Principles and has familiarized himself/herself with them.
- 1.5. If a Client finds out that his or her Data are not being processed in accordance with valid rules, he or she has the right to turn to the data protection specialist at Enefit Connect at [privacy@energia.ee](mailto:privacy@energia.ee). This option does not affect the right of a Client to turn to the Data Protection Inspectorate, which exercises supervision over data protection, or to court, whenever the need arises.

## 2. Purpose

- 2.1. The Principles of the Processing of Customer Data at Enefit Connect (the Principles) shall be valid within the context of relationship between Enefit Connect and its Clients.
- 2.2. The Principles shall determine the way Enefit Connect may use Customer Data within the context of communication with the Client and provide information about important issues related to using such Data.
- 2.3. The Principles shall not be valid in relation to the services or goods of other companies, also in case if they are available for the Client via the online environment of Enefit Connect or by means of some Service.

## 3. Definitions

- 3.1. Enefit Connect uses definitions with the same meaning, in which they are used in the General Data Protection Regulation [here](#).
- 3.2. A Client means any natural person that Enefit Connect has entered into a contract with or that has provided his or her data and has expressed an intention to register as a client or receive an offer from Enefit Connect for entering into a contract, but has not entered into a contract yet. In addition to that, Enefit Connect also regard as clients the owner of immovable property with an obligation to tolerate utility networks and utility works as well as natural persons that use the Services or Online Environment of Enefit Connect.
- 3.3. The Data means the data of all clients of Enefit Connect that enable to identify a client directly or indirectly, define, associate, or derive him or her. The processing of customer data is any procedure carried out with customer data.
- 3.4. Anonymous data is such data that may not be associated with any specific Client, since the information that would allow to identify the Client has been removed from such data.
- 3.5. By providing safe processing of Data we mean the application of relevant physical, organisational, and information technology safety measures. Such measures include the protection of employees, IT-infrastructure, office buildings and technical equipment. The aim of the implementation of measures is, first and foremost, averting dangers and mitigating risks arising both from people and from technologies. In order to provide the adequate implementation of measures, the internal rules of conduct have been established in the company and in the Group, which are mandatory. The requirements pertaining to the confidentiality and protection of Data are valid in Enefit Connect for its employees, and the employees of the company bear liability for complying with them. The processors of Data authorized by Enefit Connect must provide the adherence to the same rules on the part of their employees, and they bear liability for the compliance with the requirements pertaining to using the Data.

#### **4. Principles of Data Protection at Enefit Connect**

- 4.1. Enefit Connect shall use Data in the manner described in the Principles and only for the purpose, for which Enefit Connect has been collecting such Data, and within the scope required for achieving that purpose. Enefit Connect may combine the Data collected in relation to different Services if such Data have been collected for the same purpose.
- 4.2. Enefit Connect attaches great importance to the privacy of its clients and the protection of Data, using safe solutions for Data processing.

#### **5. The Role a Client Plays in the Provision of Data Safety**

- 5.1. A Client may use the Services and the Online Environment in a safe and careful manner and make sure that the devices (e.g. a computer, a smartphone, an application, etc.) that the Client is using for making use of the Services or the Online Environment of Enefit Connect are safe. A Client undertakes to keep secret from other parties a Secret Word, usernames, and passwords of a Client and his or her device and related to the Service or the Online Environment or any other information or data carriers used for identification (e.g. ID-card or Mobile-ID).
- 5.2. A Client must be aware of the fact and remember that Enefit Connect may not guarantee Data safety and neither does it bear any responsibility if the Data have not been protected as a result of the violation of the obligation specified in clause 5.1 on the part of a Client (including, e.g. because of the fact that the Client has not changed the initial PIN-number or some other initial settings, or if the Client's ID-card, Mobile-ID, or their PIN-codes have fallen into the hands of unauthorized parties). In this case, a Client shall bear responsibility for all possible consequences that may arise.
- 5.3. If a Client enables a User (e.g. the Client's family member, employees, etc.) to consume Services or the Online Environment on the basis of the Contract entered into between the Client and Enefit Connect, the Client shall be held liable for the familiarization of the User with the Principles and giving his or her consent to them.

#### **6. Data Collection**

- 6.1. Enefit Connect shall offer different Services and Online Environment to its Clients. The composition of Data collected by Enefit Connect about its Clients depends on which specific Services and Online Environment the Client is using, which Data is required in order to ensure their provision, the scope, in which the Client forwards Data to Enefit Connect for that purpose (e.g. when ordering the Service, while registering as a User, etc.), and which consents the Client has given to Enefit Connect for the purpose of Data processing.
- 6.2. In accordance with the nature of Data processing and its purpose, the collected Data can be divided into three main categories:

6.2.1. Basic Data, which include, for example, first name and surname, user name, personal identification number, date of birth, the number of an identity document (e.g. a passport, an ID-card, a residence permit), and other related information, age, address, e-mail address, the information about the services and the products the Client has ordered or purchased (e.g. composition of the service, additional services, parameters, service address, the devices that have been used, etc.) and the related static IP-address, domain name or the serial number of a device, payment information (e.g. invoice address, reference number, payment address, etc.). In addition to that, also the data collected in the course of the use of the services by the Client in online environments.

6.2.2. Personal data of special type, which includes, for example, racial or ethnic background, political views, religious or philosophical beliefs, or membership in trade unions, genetic data, biometric data used for unique identification of a natural person, health data, or the data about the sexual life and sexual orientation of a natural person. The aim of Enefit Connect is not to collect the personal data of special type about you, but we might get to know such information by accident, for example, within the frames of communication with a client by means of letters of phone calls, when you disclose it to us. In accordance with the Principles of safe Data processing, the processing of such data shall be limited, or they shall be deleted.

6.2.3. Anonymized data are the data that can not be assigned to a specific Client, but which must also be processed by Enefit Connect for the purpose of service provision. For example, anonymized data are the data collected in the course of using webpages, which are collected in the course of using services by clients that are anonymous for Enefit Connect.

6.3. Enefit Connect collects Data in the following ways:

6.3.1. for example, Enefit Connect may obtain Data from a Client when the Client is ordering a Service, registering as a Client, or places an enquiry at Enefit Connect;

6.3.2. Data are generated in the course of a Service being used by a Client (e.g. when using an Online Environment), and they are required for fulfilling the Contract or ensuring its fulfilment, such Data processing is provided for by Legal Acts, or the Client has given his or her consent to Data processing, which serves as a basis for it;

6.3.3. Enefit Connect may collect Data about a Client from other sources (e.g. other service providers or public registers, etc.) if it is required for fulfilling the Contract or ensuring its fulfilment, such Data processing is provided for by Legal Acts, or the Client has given his or her consent to Data processing, which serves as a basis for it.

## **7. Using Data for the Purpose of Contract Performance and for Ensuring Contract Performance**

7.1. Enefit Connect may use Data on the basis of Legal Acts for the purpose of Contract performance or for ensuring Contract performance without a separate consent of a Client in the following cases:

- 7.1.1. in order to identify a Client and his or her representative;
- 7.1.2. for the purpose of carrying out the activities required for the purpose of the provision of Services or selling the goods to Clients (including for the purpose of selling and supplying Services and/or goods and forwarding the information about Services and goods to a Client);
- 7.1.3. for the purpose of customer service and the correction of defects;
- 7.1.4. for the purpose of provision of an Online Environment, its services and functionalities as well as personal user experience on a good level to a Client as well as their development (e.g. saving language preferences, etc.) and forwarding the information about the options of using the Online Environment and its safety to the Client;
- 7.1.5. for the purpose of calculation of service fees related to the Contract, preparing notices and invoices and sending them to a Client;
- 7.1.6. for the purpose of sending notices related to the Contract and/or Service to a Client by mail;
- 7.1.7. for the purpose of documenting commercial and service activities and business information exchange (including sending it to the auditors of Enefit Connect for auditing purposes);
- 7.1.8. for the purpose of providing Clients with improved customer service, including the quality of Online Environment and Services, measuring the level of user activity and customer satisfaction, and the development of Services and commercial activities;
- 7.1.9. for the purpose of providing maintenance and repair works of the equipment procured by Enefit Connect or at the request of a Client and for carrying out other activities related to follow-up service of such equipment;
- 7.1.10. for the purpose of recording and saving phone conversations between Enefit Connect and a Client with the aim of using such conversations for verifying the expressions of will expressed by the Parties and the transactions carried out between them as well as for improving customer service;
- 7.1.11. for the purpose of assessment and prevention of possible business risks related to Service provision;
- 7.1.12. for the purpose of ensuring Contract performance (e.g. establishing pledges, entering into contracts of suretyship);
- 7.1.13. for the purpose of protecting the rights of Enefit Connect that have been violated or disputed and the collection of debts (including for the purpose of submitting the Data related to the violation of the Contract and/or debts on the part of Enefit Connect on the basis of the Contract to relevant persons authorized for the processing of Data and providing debt-collection services, attorneys, and other persons);



- 7.1.14. for the purpose of assessing the financial standing and reliability of a Client (payment behaviour) (including for the purpose of making decisions related to offering credit services);
- 7.1.15. in the event of violation of the Contract, for the purpose of sending the information about payment failures of a Client (the data related to overdue payments, including the name of a debtor, his or her personal identification number, information about debt amount, the time of debt incurrence, and the type of a transaction related to debt) on the part of Enefit Connect to authorized companies dealing with credit information.
- 7.2. The overview of the usage of Data for the purpose of Contract performance and for ensuring Contract performance provided in clause 7.1 is not exhaustive. It means that for the purpose of Contract performance or for ensuring Contract performance Enefit Connect, where warranted and whenever the need arises, may also use Data for some other purposes that are not listed in clause 7.1.
- 7.3. While using a Service or an Online Environment, a Client may not refuse from the usage of Data for the purposes listed in clause 7.1, since it would make the provision of the Service or the Online Environment to the Client impossible.
- 7.4. Enefit Connect may use the following Data for the purposes listed in clause 7.1:
- 7.4.1. basic data about a Client;
- 7.4.2. data related to customer relations: the information related to the usage of the Services provided by Enefit Connect, the details pertaining to the Contracts entered into with a Client, the orders and contact details submitted by the Client, invoices and the information related to them (e.g. payment details, etc.), the information entered by the Client into the Online Environment (including, e.g., the data entered into upon the registration of an account), the data pertaining to using the Online Environment, its services and functionalities as well as the data collected with the help of cookies (see clause 14) and the data related to payment discipline/indebtedness of the Client;
- 7.4.3. the list of Data provided in clause 7.4 is not exhaustive. It means that under a reasonable necessity and within a reasonable scope Enefit Connect may process the Data not mentioned in clause 7.4 for the purpose of Contract performance or for ensuring Contract performance.

## **8. Using Data on the Basis of Consent**

- 8.1. In certain cases Enefit Connect may also ask for an individual consent from the Client for the processing of Data (hereinafter referred to as the Consent). When asking for consent, Enefit Connect shall explain the necessity behind it and provide information about the expected processing of Data.

- 8.2. The terms and conditions of the usage of Data listed in the Principles shall be valid with regard to such Consent. When asking for the Client's Consent, Enefit Connect shall refer to the Principles, and the Client will have an opportunity to familiarize himself or herself with the Principles. A Client has the right not to give his or her Consent or to withdraw such Consent, notifying EE about it by means of the Online Environment or in writing or in the format that can be reproduced in writing. The consent shall be valid until its withdrawal.
- 8.3. For example, on the basis of Consent, the data is processed for the following purposes:
- 8.3.1. for preparing personalized offers and sending them to Clients by electronic means (e.g. by e-mail, SMS, or by social media). The preparation of personalized offers may include the marketing analysis of user preferences related to Services, the Online Environment, etc., with the aim of finding out customer needs and preparing personalized offers on their basis.
  - 8.3.2. For forwarding data to the companies that belong to one and the same Group with Enefit Connect or to cooperation partners of Enefit Connect with the aim of offering services to a Client jointly or mutually;
  - 8.3.3. In order to find out customer expectations, preferences, and needs and develop new improved services and the opportunities for using the Online Environment;
  - 8.3.4. For forwarding personalized content, offers, and advertising to a Client in the Online Environment.
- 8.4. Unless otherwise has been specified in a specific consent, Enefit Connect may use the following Data on the basis of the Consent:
- 8.4.1. the name of a Client and a person authorized by him or her or of a contact person, date of birth, personal identification number, the language of communication, preferred contact details (e.g. phone number, e-mail, ordinary mail), information about segmental belonging of the Client;
  - 8.4.2. the information concerning the usage of Services and the purchase of goods (e.g. the field, in which goods have been purchased, the price range, information about delivery, etc.);
  - 8.4.3. the data related to the financial standing, payment discipline/indebtedness of a Client;
  - 8.4.4. the information about the details pertaining to the consumption of services provided by Enefit Connect to the Client (including the volume of usage, broken down by types of Services, their quantity, type, time, etc.) and the information about the details pertaining to additional services ordered by the Client, also the data obtained from end devices used for the purpose of Service consumption on the part of the Client (e.g. generator);
  - 8.4.5. the data forwarded by a Client to Enefit Connect by means of the Online Environment (including the data entered when registering an account);

- 8.4.6. the data pertaining to the usage of the Online Environment and its services and functionalities by a Client as well as the information collected with the help of cookies;
- 8.4.7. the data available about a Client in public databases and published in the Internet (e.g. the information about the spheres of interest of a Client, about his or her work or studies, etc.);
- 8.4.8. the data obtained from other persons on legal grounds (e.g. the data forwarded by a third party on the basis of the Consent given by a Client).
- 8.5. A Client has the right at any point in time, regardless of the fact that the Client has given his or her Consent to Data processing, to forbid the sending of offers to the Client or any other processing of data in the Online Environment on the basis of Consent, or following the guidelines provided in an e-mail or a message, or by any other electronic means offered by Enefit Connect. Depending on the channel of submission of an application, a Client shall also be notified about the term of coming into effect of his or her intention, which, as a rule, is no longer than 5 working days.
- 8.6. Proceeding from the Consent and from Legal Acts, Enefit Connect may forward the offers aimed at the Client also to a user that Enefit Connect has become aware of, who was enabled by the Client to use the services provided by Enefit Connect under the responsibility of the Client on the basis of the Contract entered into between the Client and Enefit Connect, and also to a representative or a contact person of a business client of Enefit Connect without their individual prior consent. Those parties may forbid sending offers to them by electronic means (e.g. by e-mail, SMS, or MMS), following the guidelines issued in the Online Environment or in an e-mail or in a message or by some other electronic means offered by Enefit Connect. Only a Client himself or herself has the right to withdraw Consent.

## **9. Processing of Data on the Basis of Legitimate Interest**

- 9.1. In certain cases, Enefit Connect may also process Data in its legitimate interests. For Enefit Connect, a legitimate interest is such business interest, within the frames of which the processing of Data is justified and necessary, and which outweighs a possible interference with regard to the rights of a Client, accompanying such data processing, as compared with the protection of personal data. Within the frames of legitimate interest, Enefit Connect, for example, may process customer data for the following purposes:
- 9.1.1. Forwarding periodical newsletters and information letters, including with the purpose of offering additional services and offers to clients. A Client may unsubscribe from newsletters and information letters at any point in time without indicating the reason.
- 9.1.2. Improvement of user experience via obtaining the feedback from clients about services and processes and gathering statistics and developing various studies on their basis. Providing feedback is voluntary for clients.



- 9.1.3. Improvement and further development of technical systems, self-service environment, and IT-systems of Enefit Connect, including the prevention and resolution of safety incidents.
- 9.1.4. The analysis of breakdowns and defects, sales, consumption, and other statistics that is required for proactive customer service;
- 9.1.5. General profiling of customer groups
- 9.1.6. Resolution of claims and fraud prevention.

## **10. Special Cases of Data Processing Arising from Legal Acts**

- 10.1. Proceeding from legal acts, Enefit Connect may, for example, process customer data for the following purposes:
  - 10.1.1. for fulfilling the obligations arising from accounting and taxation acts.
  - 10.1.2. For cooperation purposes in cases established in the Supervisory Institutions and Investigative Authorities Act.

## **11. Period for Retaining Data**

- 11.1. Enefit Connect shall retain Data as long as is required with the aim of achieving the purpose specified in the Principles or until the expiration of the period established by Legal Acts.
- 11.2. While retaining Data, Enefit Connect shall proceed from the following terms:
  - 11.2.1. After the expiry of three years, we delete the data about the people that, for example, have asked for price quotes or for the information about the availability of technical capacity, but have not become the customers of Enefit Connect, and also the recordings of phone conversations with clients as well as the recordings obtained from safety equipment at the customer service.
  - 11.2.2. After the expiry of seven years from the termination of the contract, we delete the data underlying the contract as well as the data collected in the course of contract performance (enquiries filed by a Client, resolutions of claims, notices, etc.) if there are no running debt collection proceedings after the termination of the contract.
- 11.3. Where warranted, Enefit Connect may change the periods of time specified in clause 11.2 if it has been caused, for example, by a specific case, a legal act, or arises from a legitimate interest of Enefit Connect.

## 12. Making Automatic Decisions and Profiling

- 12.1. Enefit Connect may also make automatic decisions while processing customer data, for example:
- 12.1.1. for the purpose of carrying out background check when selling goods on lease and providing services, within the frames of which we process relevant information about your payment behaviour and background available in the information systems of Enefit Connect and also in public databases ("Ametlikud Teadaanded", the information published by bailiffs, and other official registers and publications, e.g. the Commercial Register, the Population Register);
  - 12.1.2. for the purpose of forwarding notifications within the frames of carrying out debt-collection proceedings and for limiting service provision in accordance with the provisions of contracts and legal acts.
- 12.2. For the purpose of marketing profiling, to develop various customer segments, types, and profiles that allow to offer the goods and services that are suitable for every single customer. For example, for profiling purposes we may analyse the demographic data of clients (age, sex), the data about the usage of services, location, and behavioural patterns, using a number of different methods of internationally recognized statistical analysis that are suitable in every particular case.
- 12.3. A Client has the right at any point in time to ask for additional explanations and to submit objections with regard to automatic decisions pertaining to the Client, notifying Enefit Connect about it.

## 13. Usage of Data with the Help of Authorized Processors

- 13.1. Proceeding from Legal Acts, Enefit Connect may grant the right to use Data to authorized processors. Authorized processors are the partners of Enefit Connect that, for example, deal with payment management, respond to the questions clients ask, advertise services, resell services, or offer the services by means of some other communication service, etc. An authorized processor has the right to use Data only for the purpose of carrying out specific actions applied for by Enefit Connect, on the basis of the contract entered into with Eesti Energia, which includes the obligation of secrecy.
- 13.2. The list of authorized processors of Enefit Connect and their contact details are available on the webpage of Enefit Connect [www.energia.ee/enefitconnect](http://www.energia.ee/enefitconnect)

## 14. Rights of a Client with Regard to the Usage of Data

- 14.1. The right to familiarize himself or herself with data. The most convenient way for familiarizing oneself with one's own basic data and contact details, contract details, the data about the consumption point and consumption data is to enter the self-service environment of Enefit Connect or to ask for information at customer service.

- 14.2. The right to make corrections in personal data. A Client has the right to make corrections in one's personal data if they are not correct or complete. If the basic or contact details of a Client have changed, and the Client has discovered that his or her personal data are not correct, he or she always has the right, and in certain cases also an obligations arising from the contract, to correct them in the self-service environment or to get in touch with the customer service in order to make relevant corrections.
- 14.3. The right to claim for the deletion of one's personal data. In certain cases, a Client has the right to ask for the deletion of his or her personal data. This right is not valid in a situation when Enefit Connect processes the personal data of the Client for the purpose of fulfilling an obligation arising from the Electronic Communications Act, the Electricity Market Act, the Grid Code, or other legal acts. A Client should also bear in mind that if he or she wishes to be forgotten, it will not be possible to continue the provision of services on the basis of the contract.
- 14.4. The right to submit objections. A Client has the right to submit objections with regard to activities involving the processing of his or her personal data, carried out by Enefit Connect on the basis of its legitimate interest, at any point in time. After the submission of an objection, Enefit Connect considers whether the interests of the Client outweigh the interests of Enefit Connect and, if possible, ceases the processing of the personal data in question. The right to submit objections may not be exercised if Enefit Connect processes Date for the purpose of the performance of the contract, since it would not enable Enefit Connect to perform its contractual obligations. Neither the right to submit objections may be exercised in a situation when Enefit Connect needs to prepare, submit, or defend a legal claim, for example, in a situation when a Client has violated the contract, in the opinion of Enefit Connect. In addition to that, objections may not be filed if Enefit Connect processes client's personal data for the purpose of performing an obligation arising from a valid legal act.
- 14.5. The right to limit data processing. A Client has the right to ask for limiting the processing of his or her personal data if, in his or her opinion, the data is not accurate, if the client needs the data for preparing a legal claim, submitting or defending it. A Client may also ask for limiting the processing of his or her personal data if Enefit Connect processes such data for the purpose of legitimate interest, and a client wishes to get explanations as to whether or not the interests of Enefit Connect outweigh the interests of the client.
- 14.6. The right for the transfer of data. Clients of Enefit Connect have the right for the transfer of their data (portability). This right is the easiest to exercise in the self-service environment and by means of customer service.

## 15. Options for Turning to Enefit Connect

- 15.1. A Client may turn to Enefit Connect on the issues related to the Principles or to the processing of the Data of the Client using the following contact details: by phone, dialling 777 1545, or by e-mail, by sending a letter at [info@enefitconnect.ee](mailto:info@enefitconnect.ee) or [privacy@energia.ee](mailto:privacy@energia.ee).

## 16. Using Cookies in EE Online Environments

- 16.1. Just like the majority of webpages, the Online Environments of Enefit Connect also use cookies. Cookies are small text files that are downloaded into the computer of a user by means of the server of the Online Environment. As a result, a browser may forward the information about cookies back into the Online Environment every time this Online Environment is used by a client with the aim of enabling the webpage to recognize the same user without identifying him or her (anonymously) and make personalized offers to such user as well as offer him or her a more convenient user experience (e.g. by saving user preferences and interests, etc.) as well as analyse and develop the services offered within the Online Environment, sending offers and advertisements.

The current version of the Principles comes into effect with regard to Enefit Connect and all of its clients on 01.01.2021.

Enefit Connect has the right to make changes and update the Principles unilaterally whenever the need arises. The updated Principles will be available on the webpage of Enefit Connect at [www.energia.ee/enefitconnect](http://www.energia.ee/enefitconnect). We shall inform our clients about the most important changes in the Principles by means of our webpage, by e-mail, or in some other reasonable manner.