

# **GENERAL TERMS OF USE OF THE WEBSITE: "Web Portal OT"**

## **1. MEANING OF TERMS**

### **1.1. Portal OT**

The term "portal" OT or its derivatives means a common term for the web pages: <https://ot.borzen.si/> and related web pages that the administrator places on the web site.

### **1.2. Owner and administrator**

The term "website owner", "data administrator ", "personal data administrator " or " administrator " in these general terms and conditions means the company Borzen, d.o.o., Dunajska cesta 156, 1000 Ljubljana, Slovenia, e-mail: [info@borzen.si](mailto:info@borzen.si).

### **1.3. User**

The Portal OT is divided into public and registered user's parts. The public part of the portal shows important data on the electricity market in Slovenia, while the user's part is intended for members of the Slovenian balance scheme.

Access to the user's part of the Portal OT is only possible using a digital certificate. Before becoming a user, it is required to first register the digital certificate.

An individual member of a balance scheme (company) can have several users. There are two types of users: the basic user and the privileged user. An individual company has at least one privileged user. The latter then makes requests for new users, who can be basic users, but can also be new privileged users. The privileged user can manage the company's contact persons and users (add, change or remove) and to manage their access rights within the portal OT.

The Portal OT basic users have access only to pages and contents on portal OT, for which the privileged user granted them access rights.

## **2. Acceptance of general conditions**

By using the "Portal OT" website, the user accepts these general terms and conditions and confirms that she or he is familiar with them and agrees with them.

## **3. Data protection**

### **3.1. Collection and processing of personal data**

The user enters personal data in dedicated online forms. This is the following personal data:

- contact details (name and surname, telephone, GSM, e-mail address),
- information on the role of the contact person responsible for signing the application and balancing agreement, authorized person for matters related to the balance scheme process, authorized person for recording closed contracts and operating forecasts, authorized person for financial settlement, authorized person for imbalance settlement or contact person for recording of closed contracts and operating forecasts (availability during weekends and holidays). An individual may have one or more roles marked on the web portal.

This information will be used exclusively for the purposes of executing the balancing agreement.

The administrator does not assume responsibility for the authenticity, accuracy and up-to-dateness of personal data and contact data provided by the user. As a user of the website, you are obliged to take care of the accuracy and up-to-dateness of all information provided within the website.

### **3.2 Collection and processing of other data**

*Visit the site*

The Website may also automatically collect certain information about the user's computer hardware and software. We will use this information exclusively for the calculation of general statistics on the use of the website and for the purposes of internal market research. This information includes:

- IP address of the device with which you access the website,
- type of browser,
- domain names,
- access time,
- the addresses of the websites you have visited on our website.

This information is collected through cookies. Cookies are text files uploaded to a user's computer by a web server. Cookies do not contain any data that could be used to identify the user. With the help of cookies, the server knows that the user has returned to the website, which can be used to customize the website to the user.

Most browsers accept cookies automatically if you do not want to accept them or want to be notified before a cookie is loaded on your computer, you can specify this in your browser settings. [More about cookies.](#)

#### *Other data*

This is all data on the "Portal OT" that is not deemed as personal data, e.g. comments on imbalance settlement sheets, comments on annual recalculation of imbalance settlements, notifications settings, outages reports, etc.

This data will be stored and processed only for the purposes of the relationship between the user (member of the balance scheme) and the administrator.

### **3.3. User rights**

The user has the following rights in accordance with the Personal Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter: the General Regulation on Personal Data Protection):

- The right to have personal data corrected if they are inaccurate;
- The right to have personal data permanently deleted by the company in certain situations provided for by regulations;
- The right to receive information on which personal data the company has obtained and the right for the company to provide personal data to another administrator at the request of the user;
- The right to restrict the processing of personal data in the manner provided for by the criteria of the General Data Protection Regulation;
- The right for the company to inform the user of any violation of rights without undue delay;
- If the user has entrusted personal data to the company with consent, the right to revoke such consent at any time.

The user exercises these rights by addressing a request for personal data protection to the administrator. The request will be resolved without undue delay and in any case within one month of receipt of the request. This deadline may exceptionally be prolonged for a maximum of two additional months, taking into account the complexity and number of requirements.

Against the decision or written notification, in which is decided on the rights of the user, the user has the right to file an appeal to the Information Commissioner within 15 days upon receipt of the notification or decision of the administrator. An appeal is also possible in case the administrator did not issue in due time a decision regarding the request.

The rights and the procedure for exercising the personal data protection rights are set out in the Rules on Personal Data Protection, which are available on the website [www.borzen.si](http://www.borzen.si).

### **3.4. Retention period of personal data**

The provided personal data will only be stored and used for as long as it is necessary to achieve the purpose for which they were collected. After fulfilling the purpose of processing, the administrator ensures that personal data will be deleted or that access to the collected personal data will be blocked.

### **3.5. User and protection of personal data**

The data user is Borzen, d.o.o.

Borzen, d.o.o. undertakes to protect personal data in accordance with the Act governing the protection of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

### **3.6. Data protection officer**

Appointed data protection officer at Borzen, d.o.o.: Janko Recer; e-mail: [jani.recer@borzen.si](mailto:jani.recer@borzen.si).

## **4. Additional conditions for the use of the web portal "portal OT"**

The user must dutifully protect the password, digital certificate and any other identification data. The user undertakes to keep the password as a business secret. The user is responsible to the administrator for any misuse of her or his user account and password by unauthorized or third parties. In case of unauthorized use, the user is obliged to inform the owner of the website on the e-mail address [info@borzen.si](mailto:info@borzen.si). Based on the notice of abuse, the owner of the website will disable the user account for security reasons, even if the user does not state or request this in her or his notice. The notice must include user account information, email address and the description of the unauthorized information abuse. After identifying and isolating the abuse, the site owner will re-enable the user account with a new password. The owner of the website will prevent access to the web portal without prior notice in the event of misuse, of unauthorized access to data on the web portal or in the event of the detection of false identification data provision by the user. In case a criminal offense by the user is suspected, the owner of the website will file a criminal complaint against the user.

The user on the web portal cannot change data of the balancing agreement, bank accounts, financial coverage, imbalance settlement, annual recalculation of imbalance settlements, and other documents. The owner of the website is not responsible for any information that the user incorrectly or unauthorizedly obtains, downloads or discloses, nor for the consequences of such actions that have caused or could cause harm to the user or third parties.

The user may use the web portal exclusively in accordance with the terms of use. The website owner may, without notice and at any time, cease to provide access to the web portal or its individual functions without notifying the users in advance. The user may terminate the use at any time without special notice to the website owner. The user can request the deletion of her or his user account with a written request sent to the e-mail address: [info@borzen.si](mailto:info@borzen.si).

## **5. Limitation of Liability**

The user of the web portal uses it at her or his own risk. Neither the owner of the website nor any other legal or natural person who participated in the creation of the web portal is liable for damages arising from any changes to the web portal, permanent or temporary suspension of the use of the web portal or any elements within the web portal, any errors or deficiencies in the content, incorrect data entry, as well as the fact that the user has not secured the password, digital certificate or other data from the web portal. and thus failed to maintain their confidentiality.

The administrator is not responsible for the occasional non-functioning of the site, nor for any damage caused by the use of inaccurate or incomplete information. Neither the administrator nor any other legal or natural person involved in the creation of the website shall be liable for any damage resulting from

access to the information, use or inability to use the information on this website or for any errors or omissions in its content.

The administrator reserves the right to change or remove the content of the website at any time, for any reason and without prior notice. Users use the published content at their own risk. The administrator is not responsible for any direct or indirect damage or loss of information that may occur during the use and reading of Internet sites that are not owned by the administrator. The user is completely independent and fully responsible in choosing other Internet sites to which she or he can link to other websites through the website.

## **6. Copyright**

The content of the "Porta OTI" website is a copyrighted work, the copyright holder of which is the administrator, and as such is subject to copyright or other forms of intellectual property protection. In addition to the text and data, the content protected by copyright and other intellectual property rights also includes the entire graphic image of the website with all graphic elements.

The user is allowed to use the published content only for the purposes of the relationship between the user and the administrator. Any other disposition of the content, which includes, but is not limited to, modifying, copying, publishing any content in whole or in part elsewhere, is prohibited, unless expressly permitted in writing by the administrator.

## **7. Changes to the General Terms and Conditions**

The operator reserves the right to change or amend the provisions of the general terms and conditions for users of the website at any time and without prior notice. The user is asked to check the date of the last change of these general terms of use before each use of the website.

Date of last change: 15 February 2021