1. PURPOSE

The purpose of this contract ("Contract") is the provision by Endesa Energia S.A.U. ("Endesa") of the energy supply and/or provision of the contracted service to the installation ("Installation") of which you ("the Customer") are the owner at the connection or delivery point ("Supply Point") indicated in the Particular Conditions. The terms and conditions of service and specific coverages, including economic conditions, have been established in accordance with the information previously made available to you either in a durable medium or on the website of www.endesa.com, which you hereby acknowledge receiving and which are included as General Conditions and/or as Appendices.

These conditions apply regardless of the product/service contracted.

In relation to energy supplies, the Customer, by signing this Contract, and insofar as they do not expressly state the intention of contracting Network Access with the distribution company at their own risk and expense (Third-Party Remote Access, hereinafter "TRA Contract"), expressly accepts the joint contracting of the energy acquisition and the TRA Contract through Endesa, thus enabling it to bill them for such items as may apply. To this end, Endesa is expressly authorised and empowered by the Client by means of this contract to subrogate itself in the Client’s rights and obligations under the TRA Supply Contract and to carry out the appropriate procedures in relation to it, including, if legally necessary, the termination of the Client's current supply contract. In relation to the procedures indicated and the changes that this entails in the TRA Contract, these may correspond to the contracted power or flow, request for the installation of a maximeter or new metering equipment, as well as modifications to the access toll.

In the event that the Customer makes use of the Self-consumption mode, they must comply at all times with the documentary requirements stipulated by current regulations. Likewise, its special billing, supply and metering conditions will be governed by the provisions of the Appendix and of Royal Decree 244/2019 as well as other applicable regulations.

This Supply Contract is of an ongoing and personal nature, and the Customer must be the effective user of the energy supplied, and may not use it in a place other than the one for which it was contracted, nor assign it, transfer it or make it available to third parties.

In the event of a discrepancy between the general conditions specified in the Contract and the particular conditions, the Particular and the General shall prevail in that order.

2. SUPPLY POINT, INSTALLATION AND TECHNICAL CONDITIONS

Supply Point is understood to be the connection or delivery point located in the Customer's installation where the consumption of the energy supplied by Endesa is measured. The maximum powers and flows that the Client can consume under this Supply Contract will be established in accordance with the provisions of the applicable regulations and must be adapted accordingly.

3. METERING EQUIPMENT AND ACCESS TO THE INSTALLATIONS

The quality of the supply and its availability will be the responsibility of the distribution company as the owner of the network in which the Customer's installation is located. In the same way, and without prejudice to the provisions regarding self-consumption, it will be defined by regulations at all times both in indices and in possible compensation and reimbursement rights in case of non-compliance with quality levels and, especially, in Articles 101 to 110 of Royal Decree 1955/2000 (electricity) and 63 to 66 of Royal Decree 1434/2002 (gas) or such regulations as may replace them. In any case, Endesa undertakes to: (i) incorporate into the TRA Contract signed with the distributor compliance with the minimum quality levels required; and (ii) pass on such bonuses, discounts and/or compensation as the distributor may apply due to incidents in its network.

The Customer shall have at the Supply Point suitable metering equipment, owned or rented from the distributor, ("Metering Equipment"), which must comply with the legally established technical requirements, being responsible for its custody and compliance with the other obligations established by current legislation and exempting Endesa from any contingency that might arise from non-compliance with these obligations.

The Customer must guarantee physical access to their installation to the distributor and to its employees or contractors, duly accredited, so that they can carry out the reading, checking, verification, sealing or other works that, in general, are necessary for the effective provision of the Supply.

The Customer undertakes not to manipulate any of the components of the installation and, especially, the Metering and Control Equipment, exonerating Endesa from any contingency that may arise from the breach of this obligation and without prejudice to the legally enforceable responsibilities (Articles 87 and 93 of Royal Decree 1955/2000 (electricity) and 49 and 56 of Royal Decree 1434/2002 (gas)).

4. PRICE

The Customer is obliged to pay Endesa the price of the services or supplies carried out, in accordance with the economic conditions that have previously been made available to them by Endesa and which are incorporated into this Contract as Appendix(es). In the case of rental of Metering Equipment, the rental price established by the Administration will be included in the bills.

Also to be borne by the Customer, thus increasing the price, will be all expenses, costs, taxes and payments that are legally required as a result of the signing of the Contract (including access tolls and charges, and VAT or equivalent regional taxes) and those originated by work legally necessary to attend to the new supply or for the provision of services, as well as any work established and corresponding to the distributor. Also, any type of variation in the price applicable to the supply or any modification of the other regulated items, activities or components that may be approved by the Administration during the term of this contract, which will be automatically and fully passed on in the supply and/or service prices to the extent that they are applicable and without this being considered an amendment of the contractual conditions in the terms established in Condition 6.

Any type of promotion, discount and/or supplement on the price offered to the Customer by the companies will be limited to the specific circumstances for which they are granted or to the duration established, and shall not generate any consolidation or right of the Customer to maintain such prices.

5. BILLING AND PAYMENT

With the periodicity indicated at any given time, Endesa will send bills for the amount to be paid by the Customer deriving from this Contract without prejudice to the distributor’s obligation to carry out the readings in accordance with the form and/or timing established by current regulations, including Royal Decree 1718/2012. Notwithstanding the foregoing, the Parties may at any time establish a periodicity other than that agreed, providing they expressly determine it (e.g. fixed fee), when it is imposed by current regulations for specific cases (e.g. self-consumption) or when it is communicated by the Marketer in accordance with Condition 6 of the Contract. Without prejudice to such provisions as may be specifically established for particular cases (e.g. self-consumption), the amount to be paid by the Customer will be calculated based on the readings provided by the distributor and, if said information is not available, an estimate will be made and subsequently regularised.

The bills will include details of the supply or service, the applicable prices, as well as the rest of the billing items (including taxes). These items may include associated services provided by third parties to the Customer (e.g. IRC charge) the provision of which is in accordance with current regulations. For the above purposes, Endesa is expressly authorised to: (1) include in the bill amounts corresponding to other services contracted with Endesa directly and/or on behalf of third parties or to the combined charging of the aforementioned amounts and, where appropriate, (2) directly debit the payment from the account designated in the Particular Conditions.

In any case, payment will be executed within a period not exceeding 7 calendar days from the issue of the bill.

In the event of two or more consecutive or alternate returns due to non-payment of bills sent to the bank account indicated, the bill will be sent to the address (or email address) provided by the Customer for payment in any of the entities and by any of the methods indicated in the various Endesa communications, clearly identifying to which bills the payments correspond or otherwise indemnifying Endesa from any loss or damage in the event of failure to do so. Some of the payment methods that may be offered may be subject to the payment of certain administrative charges by the Customer, which will be duly notified in advance.

Bills not paid in full on the dates set for reasons not attributable to Endesa will be considered past due. Likewise, the non-payment of any bill may automatically accrue late payment interest on the unpaid amounts at the legal interest rate plus two percentage points for natural persons and, for businesses, as established in Law 3/2004 of 29 December and any other regulation of legal rank that may amend or develop it, both parties accepting submission to said legal text in all of its aspects and obligations and without prejudice to the provisions of the remaining General and/or Particular Conditions. Likewise, the Customer is expressly informed that, if the payment term is not met and provided that all the requirements established in the data protection regulations are met, the data relating to non-payment may be communicated by Endesa to a file detailing compliance or non-compliance with monetary obligations.

ÚNICA ENERGY CONDITIONS
In case of having contracted other services with Endesa and partial payments are made, the Customer may, in accordance with the Civil Code, establish the criteria for their application. If this power is not exercised and once the interest and expenses have been covered, the payments made may be charged to the longest overdue bills for any supply or service provided by Endesa.

Electronic billing: Signing up for this service will mean that the customer will no longer receive bills for either Endesa products or third party products billed by it) by post, as indicated below: (1) This service will be implemented by sending messages by email, in order to notify the Customer that the bills are available for consultation and viewing in an enabled digital format. (2) The electronic bill is totally secure. It incorporates a recognised digital signature that guarantees the authenticity of the issuer and the integrity of the content.

It is the Customer’s responsibility, in all cases, to notify Endesa of any change in the email address at which they wish to receive the notices. Even if the Customer does not receive the notice (error in the email address provided, or for any other reason) this shall not imply that the electronic billing service ceases to be provided, once the Customer has registered and has not subsequently cancelled the request. The Customer guarantees and is responsible for, under all circumstances, the veracity, accuracy, validity and authenticity of the data provided.

Registration for electronic invoicing occurs with the express consent contained in this document. It is voluntary and free for the Customer, who may cancel at any time and return to paper billing by requesting it through any of the other channels indicated in this document or through www.endesa.com.

6. AMENDMENT OF THE CONDITIONS

Endesa may amend the Conditions of this Contract subject to giving notice to the Customer at least 30 calendar days prior to the effective date of the amendment, without prejudice to the Customer's ability to terminate the Contract without penalty if they do not agree to the amendment. In the absence of a statement to the contrary within the aforementioned period, the Customer shall be deemed to accept the amendments from the date specified by Endesa. The following shall not be considered amendments but shall be passed on to the Customer insofar as they are applicable: changes due to legal or regulatory provisions of any kind relating to the conditions for the provision of services or to judicial or administrative interpretation of such provisions or of those already existing at the date of the Contract, or the updating of the prices relating to a product as a result of the CPI update and upward or downward variations in access tolls and charges and other regulated values.

As indicated in Condition 1, amendments may be made to the conditions of the TRA Contract as a result of negotiations with the distributor, providing they do not affect the quality and guarantee of the Customer's supply. In the event that said changes have not been expressly requested by the Customer, but derive from unilateral decisions by Endesa, Endesa shall assume the costs thereof, except in cases of toll relocations deriving from actions attributable to the Customer (changes in consumption) or from current legislation. Under all circumstances, and without prejudice to such amendments as may be made to the technical considerations involved, the Customer will continue to maintain all the rights related to the TRA Contract vis-à-vis the distributor and, in the event of termination of the supply contract, will continue to maintain any security deposit that may exist. Likewise, at the time the supply contract is completed, the Customer accepts the conditions of any TRA Contract they may have at the time, thereby assuming the cost of any contractual change that they may decide on at that time or in the future.

Notwithstanding the aforementioned communication, Endesa hereby states that it will duly reflect on its website all such amendments as may be made to the Particular or General Conditions and/or Specific Coverages so that the Customer has an updated copy thereof at all times, as well as of any changes that may have been made.

Endesa will apply the new prices and conditions to the bill, which will be directly applicable to the Customer until the contractual termination becomes effective.

7. CONNECTION FEES AND SECURITY DEPOSIT

The expenses and/or costs of the connection, extension, reconnection, verification, access to electricity, as well as connection or registration in gas, or other rights necessary to meet the new supply or for the modification of the existing one, that correspond to the distributor or those related to modalities to which the Customer might avail themselves, will be borne by the Customer (Royal Decrees 1955/2000 and 1048/2013 (electricity) and Royal Decree 1434/2002 (gas)), who must respect the time constraint established.

In the event that it is required by the distributor under Article 79.7 of Royal Decree 1955/2000, Endesa may require the Customer, at the time of contracting and throughout the term of the Contract, to deliver a surety or Security Deposit.

8. SUSPENSION OF SERVICE

In the event of non-payment by the Customer, provided that the Customer is a natural person who owns an electricity supply point in their habitual residence with contracted power equal to or less than 10 kW that meets the requirements established in Royal Decree 897/2017 of 6 October, and without prejudice to the provisions of General Condition 5, the supply will be suspended in accordance with the provisions of Chapter VI of the aforementioned Royal Decree (electricity). For the other cases in which the consumer does not meet the above characteristics, the provisions of Law 24/2013, Royal Decrees 1955/2000 and 1435/2002 (electricity) and Royal Decree 1434/2002 (gas) shall apply. Endesa may process the suspension of service once the payment term from the issue of the bill has elapsed. In the same way and with the exceptions that may be legally established, the supply or service may be suspended for the following reasons: a) in cases of force majeure; b) for breach of any of the obligations deriving from this Contract; in general, in the cases provided for in the current energy regulations when this is temporarily essential for maintenance, to repair facilities or for service improvement or for reasons of security of supply as well as for the safety of people or goods; d) when the supply is used in a form or for purposes other than those established in this Contract; e) due to contractual termination by the Customer or for the safety of people or goods.

9. TERMINATION

If the supply is cut off due to non-payment, reconnection will not take place until the Customer has made all the payments due, as well as paying the delay interest accrued and the expenses caused by the suspension and possible reconnection of the supply. In the event of payment, Endesa will notify the distributor so that it can reconnect within 24 hours (electricity) / 48 hours (gas), unless the termination of the Contract has been communicated. In the event that the supply affects a family unit in which a member requires a supply for medical equipment that is essential to keep them alive, the Customer undertakes to notify Endesa in advance, providing the appropriate documentation formalised by medical personnel demonstrating the above, which document must be renewed and sent annually.

10. DURATION, ENTRY INTO FORCE AND START OF SERVICE

Except in the circumstances specifically established in current legislation for energy contracts with a duration of less than 1 year, each of the Supplies and/or Services contracted with Endesa will have a duration of 1 year from the start of the service and will be automatically extended for annual periods unless either party gives notice by reliable means at least one month before the expiry date (15 days in the case of electricity) and except as provided in General Condition 9. The effectiveness and entry into force of the Contract will be subject to: a) when the service provided is energy supply, the Customer's providing such necessary documentation as may be legally required (e.g. Installation Certificate, First Occupation Licence) and having access to the distribution network; and b) if the service provided is other than supply,
The legitimate basis for providing the services that the customer has arranged with Endesa is the "contract execution", which legitimises the processing of the customer's personal data and on the free movement of such data ("GDPR").

13. DATA PROTECTION

13.1. Controller

Endesa X Servicios S.L. ("Endesa X") with Tax ID No. B01788041 and Endesa Energía, S.A.U. ("Endesa Energía") with Tax ID No. A81948077, both with registered office at: C/ Ribera del Loira, 60, 28042-Madrid, y jointly referred to as "Endesa", will process the customer's personal data as joint controllers, except when processing must be carried out to comply with the particular conditions or services of a specific product or service arranged with one of them, in which case they will be considered as independent controllers. Endesa Energía and Endesa X have reached an agreement of joint controllers, whose essential aspects are made available to data subjects on request in accordance with Article 26 of Regulation 2016/679 of 27 April on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").

13.2. Categories of processed data

Customer's data that may be processed within the framework of the contractual relationship are grouped into the following categories:
- Data collected when registering as a customer, in the contract or subsequently provided during the contractual relationship: first name, surname, National Identity Document ("D.N.I."), Foreign Identification Number ("N.I.E."), CUPS, telephone number, email address, arranged rate and the data included in energy advisory tools, geographic location.
- Data derived from the provision of services during the contractual relationship: the number of services provided and the incidents resolved or in progress, the arrangement requests made, the results of the satisfaction surveys, the commercial communications sent, the historical consumption from the point of supply they hold, the billing history and the data that may be collected via the Endesa websites through the use of cookies.

13.3. Purpose of the processing of personal data

Manage the products and services arranged with Endesa

The customer's data will be processed to manage the provision of the services or products that they have arranged with Endesa. If any of these products or services entails the deferred payment or the provision of a periodic billing service, Endesa may, in full compliance with the applicable regulations, consult the financial solvency and credit files that are deemed appropriate to assess the customer's financial solvency before entering into the contract. The outcome of such consultation may condition the entry into force of the contract. Likewise, in case of non-payment, Endesa may send the customer's data to said files, always complying with the guarantees provided by current legislation.

To be able to provide the best possible service, the customer's data may be used to respond to queries and requests made through all customer service channels, send informative communications and surveys on the quality of the service or the satisfaction rate with the service provided, prove their identity in any other processes, in accordance with the services or products provided or the incidents resolved or in progress, the arrangement requests made, the results of the satisfaction surveys, the commercial communications sent, the historical consumption from the point of supply they hold, the billing history and the data that may be collected via the Endesa websites through the use of cookies.

Furthermore, if the customer has activated the "electronic invoice service" option, their email address will be used as a means of sending said invoice. This means that the customer may request the sending of an electronic invoice rather than a printed one. If the customer does not wish to receive electronic invoices, they may withdraw their consent at any time.

Comply with the legal obligations imposed

Endesa may process the customer's personal data to comply with any applicable legal obligations.

Send commercial communications about products and services

The customer's personal data may also be processed on the basis of Endesa's legitimate interest. Thus, provided that the customer does not object through the routes described in paragraph 9, they will receive information about products or services related to the field of energy activity or on "Packaged Energy Offers", related to the service being arranged or already arranged. A Packaged Energy Offer is a set of products or services directly related to the field of energy activity, marketed jointly by Endesa Energía and Endesa X under the brand name Endesa.

To this end, the customer's personal data may be analysed beforehand to develop a very basic profile that allows such commercial communications to meet their energy consumption needs and preferences as much as possible. This analysis may take into account certain customer data (first and last name, telephone number, email, address, D.N.I./N.I.E and, where applicable, CUPS), so it may be necessary to send occasional data communications between Endesa Energía and Endesa X to ensure that the campaigns and Packaged Energy Offers that, if applicable, are not repetitive, unnecessary or annoying. In any case, the customer's data will only be fully communicated between these companies if they give their consent.

In any case, the customer may object both to the receipt of commercial communications of this type, and to the occasional communication of their data between Endesa Energía and Endesa X, at any time, exercising their right of opposition through the channels indicated in paragraph 9. The customer will only receive such communications whilst they are an Endesa customer, unless they give their authorisation after that.

Notwithstanding the foregoing, any complex profiling, including the assumptions provided for in Article 22 of the GDPR, shall be subject to the prior obtaining of the customer's explicit, informed, free and unequivocal consent. Specifically, this refers to decisions which, where appropriate, are taken and based solely on automated processing, including profiling, which have legal effects on the data subject or significantly affect them in a similar way.

Finally, other processes covered by consent may also be carried out. Therefore, when the customer has given their consent, they will also receive, by any communication channel (including but not limited to email, SMS and phone calls), information about other products or services of other companies with which we collaborate and that may be of interest to them, related to home, insurance, automotive, financial services and leisure. The customer's data will only be transferred in full to other companies in the group to which Endesa belongs, or to third parties related to the previous sectors, if the customer has given their express consent to this end. In any case, the customer may withdraw their consent through the means described in paragraph 9.

13.4. Legitimation for the processing and transfer of personal data

The legal basis for the development of the purposes included in the previous section are as follows:

- Contract execution

The legitimate basis for providing the services that the customer has arranged with Endesa is the "contract execution", which legitimises the processing of the
customer's personal data needed to handle the queries and requests made through the customer service channels, make informative communications and surveys on the quality of the service or the satisfaction index with the service provided, accreditation in the procurement process, billing, processing payments or providing energy advisory services.

Refusal to provide the requested personal data, or providing inaccurate or incomplete data, may result in the inability to suitably provide the arranged services. In this regard, the customer is responsible for the accuracy of the data provided and for informing Endesa, S.A. of any change to them.

Compliance with legal obligations.

When the data need to be processed to comply with legal obligations of any kind, the legal basis that legitimises this processing will be the fulfillment of those legal obligations.

Consent

The legal basis of the processing carried out for the purpose of sending commercial communications about products or services of other companies, related to home, insurance, automotive, financial services and leisure, as well as the transfer of the customer's data to such companies, including to other companies in the group to which Endesa belongs, is the consent that the customer may have given. Likewise, any commercial communication addressed to consumers who are not customers of Endesa is subject to obtaining the prior express consent for that purpose.

Therefore, provided that they do not withdraw their consent, it is possible to continue sending these types of communications and the data may remain under the control of these companies with which we collaborate.

Similarly, any complex profiling, including the assumptions provided for in Article 22 of the GDPR, as explained in paragraph 3 above, shall be subject to the prior obtaining of the customer's explicit consent.

The use of the services offered by Endesa will never be subject to the customer giving the requested consents and, if provided, they have the right to withdraw them at any time without having any consequences on the services or products that they have arranged.

Legitimate interest

The legitimate interest constitutes a legitimising basis, provided that Endesa's interest in processing the customer's data is within the reasonable expectations of that law, taking into account the relationship with Endesa. Data subjects always have the possibility of exercising the right of opposition, as set out in paragraph 9.

In this case, Endesa has carried out a weighing report to assess the suitability of direct marketing activities of products and services in the field of energy activity (in accordance with Recital 47 of the GDPR), the essential aspects of which, as well as the impact assessment carried out with respect to this processing, are available to customers, upon request.

The processing carried out to offer the customer information about products or services related to the field of energy activity or on Packaged Energy Offers, related to the service being arranged or already arranged, is done based on the "legitimate interest" of Endesa. For this reason, the customer may object to them at any time by exercising their right of opposition through the channels indicated in paragraph 9 of this clause.

Processing required to assess the customer's financial solvency, their admission or, where appropriate, the communication of their data to credit information systems as a result of non-payment will also be carried out based on the legitimate interest, always in full compliance with applicable regulations. Endesa's interest in performing these processings is clear, insofar as this is an authorisation that Article 20 of the LOPD-GDD grants to creditors who provide a periodic billing service, as is the case.

Furthermore, processing carried out for the purpose of performing factoring operations (partial or total advance of loans transferred to financial institutions), so that Endesa can have an efficient business management model, will be carried out on the basis of Endesa's legitimate interest in being able to obtain financing in order to develop its commercial activity.

13.5. Personal data retention period

The customer's personal data will be kept as long as they are necessary for the provision of the services under the contractual relationship. As soon as they are no longer needed for these purposes, they will be blocked for the period in which they are required for the exercise or defence against administrative or legal proceedings and they may only be unblocked and processed again on these grounds. Once this period comes to an end, the data will be definitively cancelled.

In particular, the customer's personal data will be kept for the duration of the contractual relationship. After that period, and once any debts or charges have matured, the data will be kept in a blocked state for 6 years, in accordance with the limitation period of the obligation to keep commercial and accounting documentation. After that time, the data will be definitively cancelled.

The above period shall not apply when the data subject expressly consented to receive advertising for Endesa products or services related to the field of energy activity when they are not an Endesa customer. In this case, the data will be kept as long as they do not withdraw the consent given through the channels indicated in paragraph 9 or for a maximum period of two (2) years.

13.6. Personal data of minors

Endesa ensures the proper use of the personal data of minors, guaranteeing respect for applicable laws using the measures that are reasonably appropriate and, therefore, no personal data are collected from minors without the prior consent of their parents, guardians or legal representatives.

13.7. Security measures

With the aim of making its Data Protection Policy effective, Endesa has adopted the technical and organisational security measures that are reasonably necessary to prevent alteration, loss, misuse, processing and unauthorised access or theft thereof, depending on the state of technology, for all channels in which personal data can be processed, including, therefore, all websites, telephone service and face-to-face channels.

13.8. Recipients of personal data

a) Access by third parties for the provision of the contracted service

The customer's personal data may also be accessed by the service providers that Endesa hires or may hire and that have the status of processor, in which case the customer's authorisation will not be required. These third parties assist Endesa, for example, in the provision of services related to: sales, customer service, recovery, marketing and advertising and professional services. Some of these third parties may be located outside the European Economic Area. In particular, providers located in the United States, India, Colombia, Peru and Morocco will be able to access their data. Endesa has the legal qualification to make such transfers, having been authorised by the Director of the Spanish Data Protection Agency, or having been offered adequate guarantees by subscribing to the data protection clauses adopted by the European Commission.

b) Timely transfer of data between Endesa Energía and Endesa X

As previously indicated, occasional non-electronic data communications between Endesa Energía and Endesa X for sending Packaged Energy Offers and to avoid the unnecessary repetition of commercial campaigns are based on the legitimate interest of Endesa.

These communications will be occasionally and for the purpose described, without any permanent or complete transfer of the data between these two companies for other purposes. Specifically, the categories of data that are the subject of this occasional transfer are: First and last name, telephone number, email address, ID number and, where applicable, CUPS.

Customers will only receive electronic commercial communications about Packaged Energy Offers from another company in the Endesa group other than the company with which the customer has arranged a product or service when the customer has consented to receive such communications.

Transfer of data to third parties

Under no circumstances will personal data be transferred to third parties, unless the customer has previously provided their consent. Therefore, if the customer has consented to this, their data may be shared with companies of the Endesa group or third parties related to home, insurance, automotive, financial services and leisure, so that they can contact them to inform about products and services that these companies sell. As such, the transfer will take place if it has been consented to, if necessary for the informed purpose, and on the basis of the categories of authorised data.

Communicating information to credit reporting systems

Based on the legitimate interest, the customer's personal data may also be communicated to the financial solvency and credit files that Endesa deems appropriate if the customer has defaulted on a periodic billing for an arranged service. The categories of data that are communicated in these cases are: first name, surname, ID No., point of supply address, amount and date of default.
Performing factoring operations

Data communications may be sent to credit institutions for the sole purpose of performing factoring operations so that Endesa can have an efficient business management model. These processings will be carried out under the strictest security measures and on the basis of Endesa's legitimate interest of being able to obtain financing to carry out its commercial activity. The categories of data subject to this communication are: first and last name, ID No., city/town and economic-financial data.

Compliance with a legal obligation

The customer's personal data may be transferred to Public Administrations, Authorities and Institutions, including the Courts, when required so under the applicable regulations.

13.9. Rights of data subjects in terms of the processing of their personal data

The customer may exercise their rights in relation to the processing of their personal data for and against each of the Data Controllers.

Access: confirms whether Endesa is processing the customer's personal data and, if so, which...

Rectification: allows the customer to help Endesa correct errors and modify data that may be inaccurate or incomplete.

Erasure: allows the customer to request the erasure of their data, meaning that Endesa will stop processing them unless there is a legal obligation for their storage, in which case they will be duly blocked, or other legitimate reasons for processing them prevail.

Opposition: allows the customer to request that Endesa stops processing their personal data for the purposes for which it considers that it has a legitimate interest for the processing, for example, based on expectations as a customer, such as sending offers of products and services of Endesa. Endesa will stop processing the data unless there are overriding legitimate reasons, or it is necessary to respond to claims or to exercise the defense against administrative or judicial actions, in which case they will remain duly blocked.

Portability: allows the customer to receive their data from their personal data in a structured, commonly used and mechanically readable format to be able to transmit it to another controller.

Withdrawing consent: stops the customer's data from being processed for a purpose that was previously authorised, such as receiving commercial communications from third parties with which Endesa collaborates.

To exercise these rights, the customer must write to Endesa, S.A. using one of the following channels:

Post, including a photocopy of their ID, passport, Foreigner's ID No. or any other valid identification document, and requesting that the request be sent to “Apartado postal 1128, 41080 Sevilla, A/A. Endesa Operaciones y Servicios Comerciales”.

Email: solicitudesdp@dendesa.es with the following information: the data subject's full name, address, photocopy of the national identity card, foreigner's ID number or any other government-issued identity document and request.

The customer also has the right to file a complaint before the Spanish Data Protection Agency: Calle Jorge Juan, 6- CP 28001, Madrid. Telephone: 901 100 099/91 266 35 17.

13.10. Data Protection Officer

The customer may contact the Data Protection Officer if they have any queries regarding the purposes of the processing of their personal data or its legitimacy.

Endesa S.A., the parent company of Endesa Group, of which Endesa Energía and Endesa X is a part, has appointed a Data Protection Officer for these companies, to which the customer may present any questions regarding the processing of their personal data and whose contact details are: C / Ribera del Loire 60, 28042 Madrid and dpoc@endesa.es.

13.11. Changes to the Data Protection Policy and information about the processing that may be carried out through digital channels.

The customer may consult, at any time, any changes or improvements that occur in the Data Protection Policy, the most detailed definition of certain terms, and information regarding the data that is carried out through digital channels such as registration in the online area or the management of the services of the website or applications, at www.endesa.com, www.endesax.com and www.endesaxstore.com. However, when their personal data is processed through Endesa's digital channels, the customer will be informed of this and will have the Data Protection Policy available at all times.

14. COMMUNICATIONS AND COMMERCIAL ACTION

The parties expressly agree and consent that all matters related to the implementation and execution of the Contract as well as the offers of products and services, including the validity and effectiveness of the notifications that Endesa may send to the Customer to such end may be carried out by ordinary mail, telephone, electronic or telematic means (including SMS and/or specific identification or security code systems that may be provided for these purposes by Endesa) or by any other medium that ensures communication. In cases where this may be required by specific regulations, said consent will also extend to possible home visits, arranged or not, that may be carried out by duly identified Endesa sales network personnel.

In the event the services indicated in the Particular Conditions are contracted by telephone or electronic means and provided that the Customer has contacted Endesa, once Endesa has recorded or registered them, these General and Particular Conditions and Appendices that represent the Contract and that are sent will be considered documentary confirmation of the consent previously granted in accordance with the provisions of Royal Legislative Decree 1/2007. For these purposes, the Contract shall be understood to be concluded from the moment the consent is recorded or registered without the need for it to be validated with the Customer's signature. In the event that Endesa contacts the Customer, the contract will be understood to have been concluded when the Customer has accepted the offer by signing or by sending their agreement in writing through the established means (paper, email, fax or SMS). All this without prejudice to the Customer's right to withdraw. Both parties agree to give legal effectiveness and full validity to the consent and acceptance expressed by the Customer through the aforementioned means, as well as that expressed by the Customer through the passwords and/or codes provided by Endesa in the terms that have been indicated for their use, in a way that allows the personal identification of the Customer.

Endesa will not assume any responsibility for the actions of the operators of the communication media (telephone, post office, internet, etc.) not operated by Endesa and used by Customers, or for any damage that may be caused by the non-receipt or late receipt of communications for reasons attributable exclusively to said operators and for those causes over which Endesa cannot have direct control (such as computer viruses on their equipment, or passwords, security or identification elements being compromised).

15. INFORMATION AND/OR COMPLAINTS

The Customer may request information, make any complaints they deem pertinent, in relation to this Contract, as well as confirm the contracting through any of the following means: in writing to the registered office of Endesa, through the freephone customer service number 800 76 09 09, through www.endesa.com or by email at atencionacliente@endesaonline.com or at any of our Commercial Offices or Endesa Service Points that can be consulted at any time through any of the above means.

INFORMATION ON THE RIGHT OF WITHDRAWAL (NOT APPLICABLE TO COMPANIES)

As a consumer (Article 3 of Royal Legislative Decree 1/2007), you have the right to withdraw from this contract within a period of 14 calendar days of concluding the contract without the need for justification. To exercise this right, you must notify us at the address below of your decision to withdraw from the contract through an unequivocal statement (for example, a letter sent by post, fax or email). You can use the model withdrawal form that appears below. Its use is not mandatory.

To meet the withdrawal period, it is sufficient that the communication regarding the exercise of this right is sent before the corresponding period expires.

Consequences of withdrawal: In the event of withdrawal on your part, we will refund all payments received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the least expensive delivery method that we offer) without any undue delay and, in any case, no later than 14 calendar days from the date on which we are informed of your decision to withdraw from this contract. We will proceed to make said reimbursement using the same means of payment used by you for the initial transaction, unless you have expressly provided otherwise; in any case, you will not incur
any expenses as a result of the refund. We may withhold reimbursement until we have received the goods, or until you have provided proof of their return, depending on which condition is met first.

In the event you have received the goods, you must return or deliver the goods directly to us at the address provided above, without any undue delay and, under all circumstances, no later than 14 calendar days from the date on which you communicate to us your decision to withdraw from the contract. The term will be considered fulfilled if you return the goods before said term has expired. For these purposes, you must bear the direct cost of returning the goods so that, in the case of remote contracting, you must bear the direct cost of returning the goods. It is calculated that said cost amounts to approximately the value of the asset as a maximum and that you have been informed of it.

Finally, if you have accepted that the provision of services or the supply of energy can begin during the withdrawal period, you will pay us an amount proportional to the part of the service already provided at the time you communicate your withdrawal, in relation to the total object of the Contract.

**WITHDRAWAL FORM**

Endesa Energía S.A.U.
P.O. Box 818
08080 Barcelona

| Dear Sirs, |
| I hereby inform you that I am withdrawing from the following contract: |
| Date and signature: |

Surname, First name: ___________________________

Tax ID (NIF): ___________________________

Contract No.1 or CUPS: ___________________________

(1) Contract number indicated in the top left corner of this document.