

TERMS AND CONDITIONS

FOR THE USE OF THE WEBSITE

[EU GREEN ENERGY](#)

EU GREEN ENERGY LLC

5th of December 2025

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1. INTRODUCTION AND ACCEPTANCE OF TERMS

Welcome to the official website of EU Green Energy LLC (hereinafter referred to as "the Company", "we", "us", or "our"), accessible at: [EU GREEN ENERGY](#) (hereinafter referred to as "the Website").

EU Green Energy LLC is a company registered and operating under the laws of the Republic of Albania, specializing on the development of renewable energy solutions including Eolic, Solar, and Hydro energy projects.

By accessing or using our website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Terms"), our Privacy Policy, and our Cookie Policy. If you do not agree to these Terms, you must immediately cease using the Website.

These Terms constitute a legally binding agreement between you ("User", "you", or "your") and EU Green Energy LLC.

2. APPLICABLE LEGAL FRAMEWORK

These Terms and Conditions and the use of this Website are governed by and shall be interpreted in accordance with the following legal instruments:

2.1 Albanian National Legislation

- **Constitution of the Republic of Albania** – Article 35 (Protection of Personal Data as a fundamental right);
- **Law No. 124/2024 "On Personal Data Protection"** (Official Gazette No. 9, dated 17 January 2025, effective 31 January 2025) – the primary data protection legislation fully aligned with GDPR;
- **Law No. 10128/2009 "On Electronic Commerce"** – regulating e-commerce activities and information society services;
- **Law No. 9902/2008 "On Consumer Protection"** (as amended) – establishing consumer rights and protections;
- **Law No. 54/2024 "On Electronic Communications"** – governing electronic communications including marketing communications;
- **Law No. 9880/2008 "On Electronic Signatures"** – establishing the legal framework for electronic signatures;
- **Law No. 9121/2003 "On Protection of Competition"** (as amended) – ensuring fair competition practices.

2.2 European Union Law and International Instruments

- **Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR)** – Albanian Law No. 124/2024 is fully harmonized with the GDPR;
- **Directive (EU) 2016/680** – regarding the protection of natural persons with regard to processing of personal data in criminal matters;
- **Directive 2000/31/EC (E-Commerce Directive)** – principles incorporated into Albanian e-commerce law;
- **Directive 2011/83/EU (Consumer Rights Directive)** – consumer protection standards;
- **Directive (EU) 2019/2161** – better enforcement and modernization of consumer protection rules.

2.3 Council of Europe Conventions

- **Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data (ETS No. 108)** – the first legally binding international instrument in data protection;
- **Convention on Access to Official Documents (CETS No. 205) – "Tromsø Convention"** – ratified by Albania, entered into force 1 November 2022.

3. COMPANY IDENTIFICATION

In accordance with Albanian E-Commerce Law requirements, we provide the following identification information:

Company Name: EU Green Energy LLC

Legal Form: Limited Liability Company (sh.p.k) registered in the Republic of Albania

Founded: 2018

President: Alfons Uka

Registered Address: Republic of Albania

Website: [EU GREEN ENERGY](https://www.eu-green-energy.com)

Business Activity: Renewable energy solutions – design, development, and construction of Eolic, Solar, and Hydro energy projects.

4. DATA CONTROLLER INFORMATION

For the purposes of Law No. 124/2024 "On Personal Data Protection", the GDPR, and Convention ETS No. 108, the Data Controller for personal data processed through this Website is:

Data Controller: EU Green Energy LLC and/or subcontracted Technological Service Providers competent for administrating and maintaining the website;

Contact for Data Protection Inquiries: Available through the contact information provided on the Website;

Supervisory Authority: Commissioner for the Right to Information and Personal Data Protection (Komisioneri për të Drejtën e Informimit dhe Mbrojtjen e të Dhënave Personale).

5. CONDITIONS OF WEBSITE USE

5.1 User Eligibility

You must be at least 18 years of age to use this Website. If you are under 18 years of age, you may only use this Website under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

5.2 Permitted Use

You agree to use the Website only for lawful purposes and in accordance with these Terms. Specifically, you agree:

1. Not to use the Website in any way that violates any applicable Albanian, European Union, or international law or regulation;
2. Not to attempt to gain unauthorized access to any portion of the Website, other accounts, computer systems, or networks connected to the Website;
3. Not to interfere with or disrupt the Website or servers or networks connected to the Website;

4. Not to use any robot, spider, or other automatic device or manual process to monitor or copy Website content;
5. Not to transmit any viruses, malware, or other harmful code;
6. Not to collect or harvest any personally identifiable information from the Website.

6. PRIVACY POLICY AND DATA PROTECTION

This section constitutes our Privacy Policy in compliance with Law No. 124/2024 "On Personal Data Protection", the GDPR, and Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data (ETS No. 108).

6.1 Principles of Data Processing

In accordance with Article 6 of Law No. 124/2024, we process your personal data based on the following principles:

- i. **Lawfulness, Fairness, and Transparency:** Personal data is processed lawfully, fairly, and in a transparent manner;
- ii. **Purpose Limitation:** Personal data is collected for specified, explicit, and legitimate purposes and not further processed in a manner incompatible with those purposes;
- iii. **Data Minimization:** Personal data is adequate, relevant, and limited to what is necessary for the purposes for which it is processed;
- iv. **Accuracy:** Personal data is accurate and, where necessary, kept up to date;
- v. **Storage Limitation:** Personal data is kept in a form which permits identification of data subjects for no longer than necessary;
- vi. **Integrity and Confidentiality:** Personal data is processed in a manner that ensures appropriate security;
- vii. **Accountability:** The Technological Service Providers competent for administrating and maintaining the website, are responsible for and can demonstrate compliance with these principles.

6.2 Categories of Personal Data Collected

We may collect and process the following categories of personal data:

- **Identification Data:** Name, surname, title, company name;
- **Contact Data:** Email address, telephone number, postal address;
- **Technical Data:** IP address, browser type and version, operating system, device information;
- **Usage Data:** Information about how you use our website;
- **Communication Data:** Information contained in communications you send to us;
- **Location Data:** Geographic location information (when you provide consent).

We do not collect special categories of personal data (sensitive data) as explicitly enshrined in the Article 9 of Law No. 124/2024 unless explicitly required and with your express consent.

6.3 Legal Basis for Processing

In accordance with Article 7 of Law No. 124/2024, we process your personal data based on one or more of the following legal grounds:

- i. **Consent:** You have given consent to the processing for one or more specific purposes;
- ii. **Contract Performance:** Processing is necessary for the performance of a contract to which you are a party;

- iii. **Legal Obligation:** Processing is necessary for compliance with a legal obligation to which the Company is subject;
- iv. **Vital Interests:** Processing is necessary to protect the vital interests of you or another natural person;
- v. **Public Interest:** Processing is necessary for the performance of a task carried out in the public interest;
- vi. **Legitimate Interests:** Processing is necessary for the purposes of the legitimate interests pursued by the Company, except where such interests are overridden by your fundamental rights and freedoms.

6.4 Purposes of Data Processing

We process your personal data for the following purposes:

- To provide and maintain our website and services;
- To respond to your inquiries and requests;
- To send you newsletters and marketing communications (with your consent);
- To improve our website and user experience;
- To comply with legal obligations;
- To protect our rights, privacy, safety, or property;
- To detect, prevent, and address technical issues.

6.5 Data Subject Rights

Under Law No. 124/2024, the GDPR, and Convention ETS No. 108, you have the following rights regarding your personal data protection. Summary of the applicable legal provisions:

- a) **Right of Access (Article 14):** You have the right to obtain confirmation as to whether personal data concerning you is being processed, and if so, access to such data and information about the processing;
- b) **Right to Rectification or Erasure (Article 15):** You have the right to obtain rectification of inaccurate personal data and completion of incomplete data, and you have the right to request erasure of your personal data under certain circumstances, including when the data is no longer necessary for the purposes collected;
- c) **Right to Be Forgotten (Article 16):** When personal data has been made public, you have the right to request removal of any links, copies, or reproductions from online platforms;
- d) **Right to Restriction of Processing (Article 17):** You have the right to obtain restriction of processing under certain circumstances;
- e) **Right to Data Portability (Article 18):** You have the right to receive your personal data in a structured, commonly used, and machine-readable format;
- f) **Right to Object (Article 19):** You have the right to object to processing based on legitimate interests or direct marketing purposes;
- g) **Rights Related to Automated Decision-Making (Article 20):** You have the right not to be subject to decisions based solely on automated processing, including profiling, which produces legal effects;
- h) **Right to Withdraw Consent:** Where processing is based on consent, you have the right to withdraw your consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.

To exercise any of these rights, please contact us using the contact information provided. We will respond to your request within 30 days from the contacting date, in full compliance with applicable legislation.

6.6 Right to Lodge a Complaint

You have the right to lodge a complaint with the Commissioner for the Right to Information and Personal Data Protection if you believe that the processing of your personal data violates the applicable data protection laws.

7. DATA SECURITY MEASURES

In accordance with Articles 22, 23, and 28 of Law No. 124/2024, we implement appropriate technical and organizational measures to ensure the security of your personal data, including:

- Encryption of personal data where appropriate;
- Measures to ensure confidentiality, integrity, availability, and resilience of processing systems;
- Ability to restore availability and access to personal data in the event of incidents;
- Regular testing and evaluation of technical and organizational measures;
- Data protection by design and by default;
- Access controls limiting data access to authorized personnel only;
- Secure data storage and transmission protocols.

8. PERSONAL DATA BREACH NOTIFICATION

In accordance with Article 29 of Law No. 124/2024, in the event of a personal data breach, we will:

1. Notify the Commissioner within 72 hours of becoming aware of the breach, unless the breach is unlikely to result in a risk to your rights and freedoms;
2. Notify you directly if the breach is likely to result in a high risk to your rights and freedoms;
3. Document all personal data breaches, including the circumstances, effects, and remedial actions taken.

9. INTERNATIONAL DATA TRANSFERS

In accordance with Articles 39-42 of Law No. 124/2024 and Convention 108 ETS, any transfer of personal data to countries outside Albania will only occur when adequate safeguards are in place.

Personal data may be transferred to:

- European Union and European Economic Area member states;
- Parties to Convention 108 that have enacted appropriate data protection legislation;
- Countries recognized by the European Commission, providing adequate data protection;
- Countries where appropriate safeguards (standard contractual clauses, binding corporate rules) are implemented.

10. COOKIE POLICY

10.1 What Are Cookies

Cookies are small text files placed on your device when you visit our website. They help us provide you with a better experience and enable certain functionalities.

10.2 Types of Cookies We Use

1. **Strictly Necessary Cookies:** Essential for Website operation, do not require consent;
2. **Performance/Analytics Cookies:** Help us understand how visitors interact with the Website;
3. **Functionality Cookies:** Remember your preferences and settings;
4. **Targeting/Marketing Cookies:** Used to deliver relevant advertisements (only with your explicit consent).

10.3 Cookie Consent

In accordance with Albanian data protection requirements and EU best practices, we obtain your consent before placing non-essential cookies on your device. You can manage your cookie preferences at any time through our cookie banner or browser settings.

10.4 Managing Cookies

You can set your browser to refuse all or some cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, some parts of the Website may become inaccessible or not function properly.

11. ELECTRONIC MARKETING AND COMMUNICATIONS

In accordance with Law No. 54/2024 "On Electronic Communications," and Law No. 124/2024, we require your explicit, informed, and freely given consent before sending you marketing communications via email, SMS, or other electronic channels.

Your marketing consent:

- Must be obtained through a clear opt-in mechanism;
- Is specific to the types of communications described;
- Can be withdrawn at any time through a simple and free method;
- Will be respected immediately upon withdrawal.

12. INTELLECTUAL PROPERTY RIGHTS

All content on this Website, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of EU Green Energy LLC, and is protected by Albanian and international intellectual property laws.

You may not reproduce, modify, distribute, display, perform, or otherwise use any content from this Website without our prior written permission, except as permitted by applicable law.

Any unlawful usage or distribution, modification, applied unlawful interference of such intellectual property, shall constitute a serious breach and criminal offence, and shall be persecuted and punished in compliance with the criminal code and criminal procedural code.

13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

13.1 Website Availability

We strive to ensure the Website is available at all times. However, we do not guarantee uninterrupted access which may suspend, withdraw, or restrict availability of all or any part of the Website for business or operational reasons.

13.2 Information Accuracy

While we endeavor to ensure the information on the Website is accurate and complete, we do not warrant that the content is error-free. The information is provided for general purposes only and should not be relied upon as professional advice.

13.3 Limitation of Liability

To the maximum extent permitted by applicable Albanian law, EU Green Energy LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Website.

14. THIRD-PARTY LINKS

The Website may contain links to third-party websites or services that are not owned or controlled by EU Green Energy LLC. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites. We strongly advise you to read the terms and privacy policies of any third-party website you visit.

15. CONSUMER PROTECTION

In accordance with Law No. 9902/2008 "On Consumer Protection" and applicable EU directives, if you are a consumer engaging with our services through the Website:

1. **Right to Information:** You have the right to clear, accurate, and complete information about our services, prices, and terms before entering into any agreement;
2. **Right of Withdrawal:** For online purchases, you generally have the right to withdraw from a contract within 14 days from delivery without giving any reason;
3. **Right to Redress:** You have the right to repair, replacement, price reduction, or refund for defective goods or services;
4. **Protection from Unfair Terms:** Contract terms that create a significant imbalance to your detriment may be deemed unfair and unenforceable;
5. **Protection from Unfair Practices:** You are protected against misleading, deceptive, or aggressive commercial practices.

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Albania.

16.2 Jurisdiction

The courts of Tirana, Republic of Albania, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

16.3 Alternative Dispute Resolution

We encourage you to contact us first to seek an amicable resolution of any dispute. The Albanian Consumer Protection Commission (Komisioni i Mbrojtjes së Konsumatorit) is available to handle consumer complaints.

17. CHANGES TO THESE TERMS

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting on the Website. The date of the last update will be displayed at the top of these Terms.

Your continued use of the Website following any changes constitutes your acceptance of the modified Terms. We encourage you to review these Terms periodically.

18. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

19. ENTIRE AGREEMENT

These Terms, together with our Compliance Ethic, Privacy Policy and Cookie Policy, constitute the entire agreement between you and EU Green Energy LLC regarding the use of the Website and supersede all prior agreements and understandings.

20. LANGUAGE

In accordance with Albanian e-commerce requirements, these Terms and Conditions are provided in Albanian to ensure accessibility and understanding for all users. In the event of any discrepancy between different language versions, the Albanian version shall prevail.

21. CONTACT INFORMATION

For any questions, concerns, or requests regarding these Terms and Conditions, your personal data, or any other matter, please contact us through:

Website: [EU GREEN ENERGY](#)

Company: EU Green Energy LLC, Republic of Albania.

Acknowledgment: By using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Effective Date: These Terms and Conditions are effective as of the date last updated, as indicated at the beginning of this document.

ANNEX: LEGAL REFERENCES

This document is drafted in compliance with the following legal instruments:

Albanian National Legislation

1. Constitution of the Republic of Albania – Article 35;
2. Law No. 124/2024 "On Personal Data Protection" (Official Gazette No. 9, 17 January 2025);
3. Law No. 10128/2009 "On Electronic Commerce";
4. Law No. 9902/2008 "On Consumer Protection" (as amended);
5. Law No. 54/2024 "On Electronic Communications";
6. Law No. 9880/2008 "On Electronic Signatures";
7. Commissioner Decision No. 6/2013 "On Security of Personal Data".

European Union Law

1. Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR);
2. Directive (EU) 2016/680;
3. Directive 2000/31/EC (E-Commerce Directive);
4. Directive 2011/83/EU (Consumer Rights Directive);
5. Directive (EU) 2019/2161.

Council of Europe Instruments

- Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data (ETS No. 108);
- Convention on Access to Official Documents (CETS No. 205) – Tromsø Convention.

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