



# Terms of Use and Cookies Policy

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## 1 General

Please read these Terms of Use carefully - they set out the basis on which you are allowed to use our website, our online app and Social Media Channels. This document also explains our Cookies Policy. If you have any questions about them please contact our social media team at **TOU@prepaypower.ie** on **1890 989 578** before using our website, app or social media channels. If you do not accept these terms of use and agree to abide by them, you should not use our website, app or social media channels in any way.

Your use of the PrePayPower website and/or the PrePayPower app and or/PrePayPower social media channels is also governed by our Privacy Policy which is available here **<https://www.prepaypower.ie/termsandconditions>**. We process information about you in accordance with our Privacy Policy and by using this website, app, or our social media channels, you consent to such processing and warrant that all data provided by you is accurate.

If we agree to supply you with gas and/or electricity then our Supply Terms & Conditions will apply. Our full terms and conditions for Gas and Electricity can be found here **<https://www.prepaypower.ie/termsandconditions>**.

## 2 Our Terms

These Terms of Use only deal with your access to the PrePayPower website, the PrePayPower app and the PrePayPower Social Media Channels. Please note that we may not necessarily keep a copy of these Terms of Use. We advise you to print a copy of them for your information in the future. Our contract and all communications between us will be in English.

## 3 Who are we?

These Terms of Use and Cookies Policy relate to our website ( **<https://www.prepaypower.ie>** ), our online app and our Social Media Channels (LinkedIn, Twitter, YouTube, Facebook, Google+, Instagram). We are PrePayPower Limited, a company registered in Ireland with company number 467144. Our registered office is PrePayPower Limited, Paramount Court, Corrig Road, Sandyford, Dublin 18. We operate from PrePayPower Limited, Paramount Court, Corrig Road, Sandyford, Dublin 18. Our VAT number is IE 9731027C.

We are a licensed gas and electricity supplier in Ireland. We are regulated by the Commission for Energy Regulation.

You can contact us by email at **TOU@prepaypower.ie** or by telephone on **1890 989 578**. Where we refer to the term “website” this also applies to any online application we provide either on mobile, tablet or desktop platforms.

## 4 Using our Website and or App

We can't guarantee that the website and or app will stay the same – we might change it. We do not guarantee that our website/app, or any content on it, will always be available or be uninterrupted. From time to time, we may suspend or restrict the availability of all or any part of our website for business and/or operational reasons.

This website/app and its contents are protected by intellectual property rights, which either belong to us or are licensed to us to use. You may not copy or use them for a commercial purpose without our consent in writing.

You may print or download content from this website or copy the content to other individuals for their personal information provided that:

- no content is modified in any way;
- no graphics are used separately from accompanying text;
- our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material; and
- the person to whom you are providing these materials is made aware of these restrictions.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. You must not operate our Website or App using robotic or programmatic means. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We reserve the right to monitor and track your visits to our app and website.

We advise that the use of our website and or app will consume space and communications bandwidth on your device. We advise that if you were once a customer of PrePayPower, but no longer are a customer, that you de-install our app from your phone in order to avoid receiving app updates.

Our website uses cookies and we use Intercom to track and collect usage data in our app. Please refer to Section 6 (Our Cookies Policy) for an explanation on how we use cookies and Intercom.

## 5 Using our Social Media Channels

Your use of the PrePayPower (“PPP”) social media channels is subject to these Terms of Use and the terms of use of the social platform from which you accessed these Terms of Use.

The PrePayPower Facebook pages, @PrePayPower and @PrePay\_tweets Twitter accounts, PrePayPower Instagram account, and PrePayPower Google+ and YouTube accounts, PrePayPower Linked in pages (collectively, “social media channels”) are social media locations for community members to connect to and learn about PrePayPower through information, pictures and video concerning initiatives and programs. Our goal is to provide useful and interesting content about our company and foster an open and respectful dialogue relating to the specific issues and topics covered in our posts and tweets and other multi-media.

PrePayPower reserves all rights relating to the company’s social media channels, including but not limited to: (i) adding, removing, or modifying any content, (ii) blocking disruptive users; and (iii) discontinuing any of our social media channels at any time. PrePayPower does not represent that the information on PPP’s social media channels is accurate, complete, reliable, useful, timely or current. You read all content at your own risk.

PrePayPower may, in its sole discretion, delete irresponsible content or content that is otherwise inconsistent with the purpose of the PrePayPower social media channels; namely, dissemination and sharing of on-topic, appropriate content. To the extent applicable, PrePayPower reserves the right to block any user that fails to follow these Terms of Use. Examples of inappropriate or off-topic messages include, but are not limited to, the following:

- Defamatory, malicious, obscene, intimidating, discriminatory, harassing or threatening comments or hate propaganda;
- Calls to violence of any kind;
- Activity that violates any law or regulation;
- Attempts to target PrePayPower or PrePayPower Followers to offer goods or services, of either a commercial or private nature;
- Spam directed at PrePayPower or any of PrePayPower’s Followers, including any form of automatically generated content or repeatedly posting the same content;
- Any potential infringement upon any intellectual property rights, including but not limited to, brand names, trade names, logos, copyrights or trade secrets of any person, business or place;
- Other content deemed to be off-topic or to disrupt the purposes of the channel, its Followers, and its sense of community and acceptance; and
- Content posted by fake or anonymous users.

We would not consider that our social media channels are the appropriate place to resolve issues, complaints or suggestions about individual sales and service experiences or our products. This does not mean we do not want to hear about such issues, but these types of concerns are best handled by trained representatives. If you’re interested in sharing comments or feedback outside the scope of these channels, you can contact us via email **TOU@prepaypower.ie** or on **1890 989 578**.

Please keep in mind that PrePayPower does not create, control, represent, or endorse any opinions or statements expressed by others within its social media channels, including those that Follow/Like PrePayPower and those Followed/Liked by PrePayPower and that any content posted by anyone other than PrePayPower is the responsibility of the submitter and not PrePayPower. Links which take you out of our social media channels, websites, and digital assets are not under the control of PrePayPower, and PrePayPower is not responsible for the terms and conditions, privacy policy, or content of any such site or any further links from such site. PrePayPower is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the linked site by PrePayPower. Also, please keep in mind that if PrePayPower follows another user's account, "likes" another page, re-tweets, "favourites," shares, or otherwise re-posts another user's content, such an action does not constitute an endorsement.

You should understand that content you submit to our social media channels is public and will not place PrePayPower under any obligation to you. This means PrePayPower is free to disclose and use the ideas contained in content on a non-confidential basis to anyone without any liability to you. This page is intended for a global audience. All Terms and Conditions of Facebook, Instagram, Twitter, and YouTube, and Google+ apply, respectively.

## 6 Our Cookies Policy

A cookie is a small text file that is placed on your hard disk by a web server which enables a website and/or mobile app to recognise repeat users, facilitate the user's ongoing access to and use of the Website and/or the Mobile App and allows the Website and/or Mobile App to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising.

A cookie will not provide us with personal data, therefore if you have not supplied us with any personal data you can still browse the Website and/or use the Mobile App anonymously. We use third parties such as i.e. Google Analytics to collect user information, including through the use of cookies (flash and non-flash) and web beacons.

They help us to improve our Website and Mobile App and to deliver many of the functions that make your browser experience more user friendly. You can find a list of cookies we use and the purposes for which we use them in

### Third party cookies

There are cookies which are found in other companies' internet tools, including but not limited to the following, which we are using to enhance the Website and Mobile App. You will see 'social buttons' on our Website, which enable you to share or bookmark the web pages.

PROVIDER	NAME	PURPOSE	MORE INFO
Google Analytics	Performance Cookie	First party	To provide insights and collect information about how visitors use our Website and Mobile App.
DoubleClick	Advertising Cookie	Third party	Google's DoubleClick products provide ad management and ad serving solutions to companies that buy, create or sell online advertising. Users may opt-out of Doubleclick's use of cookies by visiting the Doubleclick opt-out page.
Google Analytics – Display Advertiser Feature Enabled	Advertising Cookie	First party	This enables Google Analytics to collect data about our Website and Mobile App traffic via Google advertising cookies and anonymous identifiers, in addition to data collected through a standard Google Analytics implementation. Third-party vendors, including DoubleClick (owned by Google), then use the cookies to serve ads on sites across the internet based on someone's past visits to the Website and/or Mobile App. If you wish, you can opt-out of interest-based ads by Google through Google Ad Settings. Please note that when you opt out, you'll still see ads but they may not be related to factors such as your interests, previous visits to other websites, or demographic details.

PROVIDER	NAME	PURPOSE	MORE INFO
Google Adwords Conversion Tracking & Remarketing	Advertising Cookie	Third party	The Adwords 'Conversion Tracking' service is used to measure the advertising performance of Adwords campaigns. The Adwords 'Remarketing' service is used to advertise to previous visitors of the Website on third party websites (including Google) by using cookies. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Any data collected is used in accordance with this Privacy Policy and Google's privacy policy. If you wish, you can opt-out of these interest-based ads by Google through Google Ad Settings. Please note that when you opt out, you'll still see ads but they may not be related to factors such as your interests, previous visits to other websites, or demographic details.
Right Media	Advertising Cookie	Third party	To provide ad management and ad serving solutions.
DoubleClick Floodlight	Advertising Cookie	Third party	To track and report on advertising conversions.
Adroll	Advertising Cookie	Third party	Enables Adroll to identify your device when you move between different websites and applications, so that targeted advertising can be served to you. Users may opt-out of Adroll's use of cookies by visiting the Adroll opt-out page.

PROVIDER	NAME	PURPOSE	MORE INFO
Feedbackify	Performance Cookie	Third Party	When you submit feedback via the feedback button on the Website, this cookie provides us with information about your visit and computer (including IP address) to help us qualify the feedback that you have given us.
Google Tag Manager	Cookie Management	N/A	Allows us to manage tags using an interface. It is a cookie-less domain and does not collect any personally identifiable information.
Crashalytics	Performance SDK	N/A	Crashalytics automatically collects certain information that does not personally identify end users/customers who use the Mobile App. This information includes, but is not limited to, device state information, unique device identifiers, device hardware and operating system information, information relating to how an application functions and the physical location of a device at the time of a crash.
Intercom	Permanent cookie and session ID		Intercom tracks and collects end user/customer usage information on our Mobile App. This information includes the name, email address, mobile number and customer account number of a customer using the mobile app. We use this information to monitor and analyse use of the Mobile App, to troubleshoot any issues a customer may be having, to communicate with customers via push notifications and in-app messages, to increase our Mobile App's functionality and user-friendliness, and to better tailor it to our customer's needs.



## 7 Linking

We may link to other websites from our own website, app or social media channels. When we do this, we will try and make it as clear as possible that you are leaving our website. We are not responsible for these websites in any way and do not endorse them. You should check their terms and conditions and privacy policy when you visit them.

- You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- You must not establish a link to our website in any website that is not owned by you.
- Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.
- We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our website other than that set out above, please contact **TOU@prepaypower.ie**.

## 8 Our liability to you

We do not guarantee that our website/app/social media channels will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website/app/social media channels.

You should use your own virus protection software.

These Terms of Use do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud; or
- any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

We can't guarantee that this website/app/social media channels will be:

- compatible with all or any hardware and software which you use;
- available all the time or at any specific time; or
- accurate and up to date.

The information on this website/app/social media channels is given for general information and interest purposes only, and you should not rely on it. We recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. We are only liable to you for losses which you suffer as a direct result of our breach of these terms of use. We shall have no liability for any indirect or consequential loss or damage incurred by any user in connection with our website/app/social media channels or any websites linked to it or any materials posted on it.

We are not responsible to you for any:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- business interruption; or
- wasted management or office time,
- whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

You may have other rights granted by law, and these Terms of Use do not affect these. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of gas and/or electricity.

## 9 Disputes

If you have any complaint about our website, our app or any of our social media channels you should contact our Social Media team at **TOU@prepaypower.ie** and we will try and resolve it as soon as possible. However, if we have a dispute regarding your use of the website, our app, our social media channels or these Terms of Use, the courts will use Irish law to determine that dispute.

If you wish to take legal action against us, as we are an Irish company you should do so in the Irish courts only.