



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 auto matically 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

What is a cookie?

A cookie is a small text file which is placed onto your computer (or other electronic device) when you use our website. Cookies can be used to identify that you have visited our website before and some will be stored on your computer by your web browser. Cookies make it easy for websites to collect user specific information about their visitors.

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.

How do we use cookies?

PrePayPower uses cookies to understand how people use our website and to help us make your experience better. You can set your browser to not accept cookies if you wish. However, some of our website features may not function as a result.

What cookies do we use?

PrePayPower and our third party partners may set different cookies when you visit our website. We use cookies to enhance the website and mobile app and to deliver many of the functions that make your browser experience more user friendly.

We use four kinds of cookies on our website:

- Strictly necessary
 - Strictly necessary cookies include: Cookie consent on all website pages, top-up login.
- Functionality
 - Cookies are used to optimise the website experience for new vs existing customers.
- Performance cookies:
 - These cookies improve your user experience of the website.
 - Performance cookies include: Google Analytics, Feedbackify & Crashalytics
- Targeting & Advertising:
 - Advertising cookies include, but are not limited to, Google AdWords Conversion Tracking & Remarketing, Right Media, DoubleClick, DoubleClick Floodlight, Google Analytics – Display Advertiser Feature Enabled, Adroll, Facebook 1st party cookie.

Our website will send cookies to your web browser if your browser's preferences allow it. Many websites do this whenever a user visits their website in order to track online traffic flows.

PrePayPower's website requires cookies to be enabled in order to for the service to function properly. If you disable cookies, you may not be able to avail of some of our online services. If you use the website without changing your settings, we'll assume that you are happy to receive all cookies on the PrePayPower website.

For more information on how to delete and control cookies, please see <https://www.aboutcookies.org/>

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.