

Prepay Power

Last Update: 27/07/22



Terms of Use

1. General

Please read these Terms of Use carefully - they set out the basis on which you are allowed to use our website, online app, and Social Media Channels. If you have any questions about them, please contact TC@prepaypower.ie on 1800 911 977 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, online app and social media channels is also governed by our Privacy Notice which is available on www.prepaypower.ie/termsandconditions. We process information about you in accordance with our Privacy Notice and this Terms of Use and by agreeing to these terms you consent to such processing and warrant that all data provided by you is accurate. Should you at any stage wish to withdraw your consent you may initiate such a request via our chat function, www.prepaypower.ie/cookies or by sending an e-mail to SAR@prepaypower.ie

If we agree to supply you with Utilities then our Standard Terms & Conditions will apply and can be found here www.prepaypower.ie/termsandconditions

Where we refer to the term “website” this also applies to any Social media Channels and our online application provided via mobile, tablet or desktop platforms.

2. Our Terms

These Terms of Use deal with your access and use of the PrepayPower website, mobile app, and the Social Media Channels. Please note that we may not necessarily keep a copy of these Terms of Use and accordingly we advise you to print a copy of them for your information in the future.

3. Who we are?

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 and our VAT number is IE 9731027C.

You can contact us by email at TC@prepaypower.ie or by telephone on 1800 911 977. We are a licensed utility supplier in Ireland and are regulated by the Commission for Regulation of Utilities and/or the Commission for Communications Regulation.

These Terms of Use relate to our website, our online app, and our Social Media Channels (Including but not limited to LinkedIn, Twitter, YouTube, Facebook, Google+, Instagram and Trustpilot).



4. Using our Website and/or MobileApp

We can't guarantee that the website and/or app will stay the same or 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 trademark 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 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 to avoid receiving app updates.

While certain precautions have been taken to detect computer viruses and ensure security, PrepayPower cannot guarantee that the website is virus-free and secure and Prepay Power shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. You shall protect your computer systems from exposure to viruses by the use of anti-virus software, firewalls, and any other technical measures necessary. PrepayPower gives no warranties as to the compatibility of the website with your computer systems, software and/or hardware.

Our website and app utilize cookies and/or other similar technologies. Please refer to our cookie policy located on our website for an explanation on how they are used and on how to withdraw your consent for their continued use.

4. Using our Social Media Channels

Your use of the PrepayPower ("PPP") social media channels is subject to these Terms of Use and our Privacy Notice together with the terms of use of the relevant social platform i.e., Facebook, Instagram, Twitter, and YouTube, and Google+.

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.

Should you like or share a PrepayPower page/advertisement on one of the aforementioned pages you consent to your data being further processed by the relevant social, media platform.

PrepayPower reserves all rights relating to the company's social media channels, including but not limited to:

- adding, removing, or modifying any content,
- blocking disruptive users; and
- discontinuing any of our social media channels at any time.

PrepayPower does not represent that the information on PrepayPower 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 the chat icon, via TC@prepaypower.ie or on 1800 911 977.

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. Further 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 accordingly PrepayPower is not responsible for the terms and conditions, Privacy Notice, or content of any such site or any further links from such site. Accordingly, when accessing these sites, you consent to all relevant terms thereof and accept all risks associated thereto.

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,



“favorite’s,” 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. PrepayPower social pages are intended for a global audience. All Terms and Conditions of Facebook, Instagram, Twitter, and YouTube, and Google+, Trustpilot apply respectively.

5. 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.

You agree that access to the website, use or reliance on any information contained within this website or access to hypertext links through this website is to be undertaken at your own risk as no representations or warranties of any kind whether express or implied are made and are hereby excluded to the extent permissible by law. Further and to the extent permissible by law PrepayPower shall not be liable for any loss or damage, howsoever arising out of or in connection with the use of the website, mobile app or social media account including without limitation, direct or indirect loss, consequential loss or damage or loss of profit, loss arising from use or loss of use, loss arising from any errors or omissions in the information contained in or referred to in this website and whether for breach of contract, in tort or delict (including without limitation, negligence).

6. 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 accordingly responsible for configuring your information technology, computer programs 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 Utilities

7. Payments Made in our App

By using the PrepayPower App you acknowledge and confirm that you are agreeing to pay for your electricity in instalments for the duration of your electricity contract.

You further confirm, mandate, and instruct us to deduct, as merchant, instalments from your selected payment card and credit it to the registered electricity account at the point when the Top-Up is ordered through the PrepayPower App on a schedule via our auto Top up feature or on a date and for an amount chosen by you, without further interaction on your part, and, in either case, any with deduction instructed by us being a merchant initiated transaction authorised by virtue of your mandate to us. You furthermore authorise, permit, and empower us to make such deductions as merchant; agree that such mandate shall continue for the duration of your contract with us, and agree to hold us harmless against any claims by you for our acting on such a mandate.

You agree to allowing us to process these payment transactions through the PrepayPower App for the provision of your electricity service and to follow (and satisfy) such authentication measures as may be required by us, or any service provider or partner, from time to time.

8. App Savings

The PrepayPower Savings feature has been created to allow you to set aside money that you can use to pay for your utilities in the future when you need it the most.

PrepayPower is not a financial institution and as such any savings in the PrepayPower mobile app will not accrue interest and cannot be withdrawn or transferred to third parties.

All Savings in the PrepayPower mobile app can only be utilized for payment of your electricity, broadband and/or Oil consumption only.

In the event of you changing supplier or PrepayPower discontinuing the service all your savings will be transferred into your main balance and reflected on your final statement.



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.

