



EAC Mobile Application Terms and Conditions of Use

Electricity Authority of Cyprus (hereinafter referred to as "EAC") has developed the EAC Mobile Application which provides users with an interactive service, designed to enable access and view of specific fields of EAC electricity customer account(s), reporting of incidents, reading and sharing news and publications, finding EAC locations, providing information on faults and scheduled interruptions and other services (hereinafter referred to as "Services").

In these Terms and Conditions of Use (hereinafter referred to as "Terms") the "user" is the person who downloads the application. Children under the age of 18, as provided in the Children Law Cap. 352, are prohibited from registering as users of the EAC Mobile Application. All Services provided therein, which are strictly designed for adults. If at any case a child visits or uses Services designed for adult use, EAC has no responsibility and at any such case parental consent is presumed.

These Terms (as amended from time to time) govern the use of the Services and are therefore binding on users. Users can download and/or print a copy of the Terms and retain it for their records. The users' utilization of the Services and the website www.eac.com.cy (the "Website") is also subject to EAC's Personal Data Protection Policy and the Website Terms and Conditions which are available to view via the relevant links on the Website. The Terms are always complementary to the General Conditions of Power Supply and the applicable Legislation governing the electricity account(s) for which the user utilizes the Services to access and manage them online. EAC reserves the right to change these Terms and modify or withdraw any of the Services at any time. However, EAC will endeavour to provide users with advance notice before making any material change or withdrawal.

1. Access

1.1. EAC aims to ensure that the Services are available 24 hours a day. However, EAC will not be liable if, for any reason, the Services are unavailable at any time or for any period.

1.2. Only existing customers of EAC Supply, or customers who are able to form legally binding contracts, may register to use all the Services. A user registering on behalf of a legal entity agrees that he or she has the authority to represent and bind that entity to these Terms and Conditions. To register, a user has to confirm that he or she has read and understood these Terms and Conditions by ticking the checkbox during the registration process and then clicking on the "Register" button. Once the registration process is complete, an online identity will be created and the user will be able to view specific fields of his or her electricity account(s) with EAC Supply. During the registration process, the user will receive an sms from EAC to the mobile number that the user has provided to EAC, which will contain a six digit verification code which expires in 3 minutes. If the user does not complete the registration the user will need to register again if he or she wishes to benefit from the Services.

1.3. To sign in the user will need to supply the email address and the password he or she has provided during registration. Once signed in the user assumes all responsibility for the actions and/or instructions and/or the provision or disclosure of information and

the user agrees that EAC has no obligation to obtain further confirmation from the user. The user is responsible for ensuring that his or her actions are correct.

1.4. From time to time, EAC may choose to call the user to confirm instructions. The user is therefore responsible for updating contact details. The user may view and amend his or her details at "My Registration Profile" tab or by contacting EAC's Supply Customers Contact Center at 1818 or by email at eac@eac.com.cy.

1.5. For user's protection EAC will block the users' mobile application account if the user enters his or her sign in information incorrectly three times. In this case, the user will need to contact EAC's Supply Customers Contact Center at 1818 or by email at eac@eac.com.cy.

1.6. The user agrees to have full responsibility for the security of the password used on the application and he or she is responsible for all actions taken with his or her user name and password. The user agrees not to disclose the password to anyone, even to EAC's personnel. If the user needs to change the password, this can be done through the users "My Registration Profile" tab by selecting "Change password".

Specific Terms for the EAC Mobile Application:

1.7. If the user is unable to download or use the EAC Mobile Application on a compatible device due to any critical fault or defect in the software, EAC will make available either a repaired or replacement version of the Mobile Application at no cost to the user, within a reasonable time of becoming aware of the error. The user may have to download a modified or upgraded version of EAC Mobile Application to remedy such issue.

1.8. EAC endeavours to ensure that the information and generally the content available through EAC Mobile Application is clear, accurate, updated and lawfully obtained. However in any case, EAC will not be liable to the user of the EAC Mobile Application for any damage that may have been caused to him or her due to inaccurate or non-updated information.

1.9. EAC's responsibility is limited exclusively to the provision of information regarding EAC's activities and services.

1.10 The user remains exclusively responsible if for any reason his or her personal or electricity account details are not up to date or incorrect. In such case, the user must inform EAC's Supply Customer Contact Center at 1818 or by email at eac@eac.com.cy, in order to make the necessary corrections.

2. License

2.1. The user is permitted to view, print, and download extracts from EAC Mobile Application (including information relating to the user personally from the Service) for his or her own use, on the basis that (save as expressly permitted otherwise) no information or documents are modified in any way and EAC's copyright notices appear on all copies.

2.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on EAC's Mobile Application and EAC's Website are owned by EAC.

2.3. Subject to paragraph 2.1 no part of the Services or documents accessible through it may be reproduced or stored on any other mobile application and/or website and or included in any public or private electronic retrieval system or service without EAC's prior written permission.

3. Disclaimer

3.1. To the extent permitted by Law, EAC hereby excludes:

3.1.1. all conditions, warranties, and other terms which might otherwise be implied by Law, common Law or equity; and

3.1.2. any liability for any direct, indirect, or consequential loss or damage that the user may incur in connection with the use or inability to use the Services, including, without limitation any damage to electronic devices, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted office time and any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, whether foreseeable or not;

3.2. This does not affect EAC's liability for death or personal injury arising from EAC's negligence, or EAC's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or for any other liability which cannot be excluded or limited under applicable Law.

3.3. EAC will not be responsible for any loss or damage caused by any viruses or other technologically harmful material that may infect the users' electronic device or computer equipment, other software or material or data owned by the user due to the users' use of the Services or to the users' downloading of any software or data from EAC's Services.

3.4. EAC will not be legally responsible to the user for any event or circumstance beyond EAC's reasonable control.

3.5. Subject to paragraph 3.2, EAC's liability to the user under these Terms for any loss and/or damage caused to the user which is not excluded by means of the paragraphs above and is caused by EAC's negligence in relation to provision of the Services shall in all cases be limited to €50 per user.

4. Termination

4.1. EAC may at its sole discretion restrict the users' access to the Services without prior notice if EAC considers that the user is abusing the Services or is otherwise acting in breach of these Terms, EAC's Website Terms and Conditions or EAC's Privacy Policy.

4.2. EAC has the right to discontinue or suspend the Services in respect of any one or more of the users' accounts where the user has supplied EAC with invalid details or failed to verify his or her mobile phone number as part of the registration process.

4.3. Where possible EAC will contact the user by email or sms or phone when EAC discontinues the users' access to the Services or any part thereof. The users' electricity supply contract will not be affected and EAC will continue to send the user bills according to the users instructions (through the post or by email). If EAC discontinues or suspends the Services to the user for the reason set out in paragraph 4.2 and the user would like to register again has to contact EAC's Supply Customers Contact Center at 1818 or by email at eac@eac.com.cy.

5. General

5.1. Unless otherwise specified, when the user accesses EAC Mobile Application the user will be solely responsible for ensuring that in doing so he or she complies with any applicable Laws.

5.2. EAC is free to modify and update the content of these Terms and to modify or withdraw the Services at any time. EAC will endeavour to provide users with advance notice before making any material change to these Terms of the Services.

5.3. These Terms, EAC Website Terms and Conditions and EAC's Privacy Policy are all governed by the Laws of Cyprus and the user agrees to submit to the exclusive jurisdiction of the Courts of Cyprus.

5.4. The users' rights and duties under these Terms apply only to the user and cannot be transferred to any other person without EAC's written permission.

5.5. If any part of these Terms is found not to be valid or cannot be enforced in full or in part the rest of these Terms will continue to apply as normal.

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