

EAC Website Terms and Conditions

1. Introduction

- 1.1. Electricity Authority of Cyprus (hereinafter referred to as "EAC") has developed and maintains this website, which provides users with an interactive service, designed to enable access and view of specific fields of EAC electricity customer accounts, after user registration, as well as reporting 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").
- 1.2. The present Terms and Conditions (hereinafter referred to as "Terms"), apply to all the content and Services to which users have access through EAC website (hereinafter "website"). By using the Services, the users accept that they will be bound by these Terms and that the Services are provided by EAC.
- 1.3. These Terms (as amended from time to time) govern the use of the Services and are therefore binding on users. Users may download and/or print a copy of the Terms and retain it for their records.
- 1.4. These Terms are always complementary to the General Conditions of Power Supply and the applicable Legislation governing the electricity accounts managed online by the users through the Services.

2. Registration

- 2.1. Only existing EAC customers, or customers who can form legally binding contracts, may register to use all the Services. Users registering on behalf of a legal entity agree that they have the authority to represent and bind that entity to these Terms.
- 2.2. Users may be required to register to some of the Services by completing the registration form found on the website. In such a case they shall be required to give certain information such as name, address, or other information. Users are obliged to provide true, accurate, current and complete information about themselves and they are obliged to maintain and update such information.
- 2.3. In such case where EAC has reasonable grounds to suspect that the information given is false, inaccurate, not current or incomplete, EAC will have the right not to create or to terminate the user's account or to deny future use, without any notice.
- 2.4. Users have the exclusive obligation to maintain the confidentiality of their password and will be responsible for all activities taking place under this password. Passwords are not transferable and cannot be traded. EAC is not and shall not be responsible or liable for any unauthorized access to the Services or unauthorized use of the Services or unauthorized use of the password. In case of unauthorized use of the password or the user name, the user must notify EAC immediately.
- 2.5. From time to time, EAC may choose to call the users to confirm instructions. The users are therefore responsible for updating their contact details.

3. Use of Services

- 3.1. 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.
- 3.2. Users shall be exclusively responsible for all information, data, text, messages or other material transmitted through the Services. EAC shall not monitor the content transmitted through the Services and cannot guarantee the accuracy, integrity or quality of the content. EAC shall not be liable or responsible in any way for any loss or damage of any kind incurred because of the content transmitted via the Services.
- 3.3. Users shall be exclusively responsible to ensure the application of the current Legislation and that they shall not sue the Services for:
 - 3.3.1. The transmission and/or distribution in any way of any content that is illegal, pornographic, threatening, fraudulent, abusive, harmful, defamatory, libelous, tortuous, harassing, indecent, invasive of another's privacy or otherwise inappropriate.
 - 3.3.2. Offending the Constitution or any Law or International Treaty applicable in the Republic of Cyprus.
- 3.4. EAC reserves the right to block or suspend user's access to the Services in case of breach of this clause.
- 3.5. EAC endeavours to ensure that the information and generally the content available through the Services is clear, accurate, updated and lawfully obtained. In any case however, EAC will not be liable to the users for any damage that may have been caused due to inaccurate or non-updated information.
- 3.6. EAC's responsibility is exclusively limited to the provision of information regarding EAC's activities and Services.
- 3.7. Users remain exclusively responsible if for any reason their personal data or electricity account details are not up to date or incorrect. In such case, users must update their details by informing EAC's Supply Customer Contact Center at 1818 or by visiting an EAC Customer Centre.

4. Limitation of Liability

- 4.1. To the extent permitted by Law, EAC hereby excludes any liability on the following:
 - 4.1.1. all conditions, warranties, and other terms which might otherwise be implied by Law, common Law or equity; and
 - 4.1.2. any liability for any direct, indirect, or consequential loss or damage that the users 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, irrespective of whether it has occurred or caused by tort (including negligence), breach of contract or otherwise, or whether it was a foreseeable or non-foreseeable loss or damage;

- 4.2. This provision 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.
- 4.3. 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.
- 4.4. EAC will not be legally responsible to the user for any event or circumstance beyond EAC's reasonable control.
- 4.5. Subject to paragraph 4.1, EAC's liability to the users under these Terms for any loss and/or damage caused to the users 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.

5. Termination

- 5.1. EAC may at its sole discretion restrict the users' access to the Services without prior notice, to update and/or maintain and/or modify the Services.
- 5.2. 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 Personal Data Protection Policy.
- 5.3. 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.

6. Personal Data Protection

- 6.1. Any data processing occurring or happening for the purposes of these Terms and for the use of Services by users, is governed by EAC Personal Data Protection Policy, which is accessible to users through EAC website link.
- 6.2. EAC as a Data Processor, applies all appropriate technical and organizational measures for the protection of personal data provided by users to EAC through the use of Services.

7. Copyright and Licenses

- 7.1. Users are permitted to view, print, and download extracts from EAC website (including information personally relating to the user) for their personal 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.
- 7.2. Unless provided otherwise, the copyright and other intellectual property rights concerning the website material and/or EAC website design are exclusively owned by EAC.

7.3. Subject to the provisions of paragraph 7.1 no part of the Services or the data accessible through them 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.

8. Amendments

8.1. EAC reserves the right to amend and/or change and/or update these Terms and modify or withdraw any of the Services at any time.

8.2. EAC will endeavour to provide users with advance notice before making any material change to these Terms.

9. Jurisdiction and Applicable Law

9.1. These Terms are governed by the Laws of Cyprus and the users agree to submit to the exclusive jurisdiction of the Courts of Cyprus.

9.2. If any term or condition contained in these Terms is found to be fully or partially unenforceable and/or void, the rest of the contract still remains in effect.

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