

## WeSwitchU Terms and Conditions

These are the terms and conditions (the “**Terms**”) which will apply to your use of the Website (as defined below) and on which we (as defined below) will supply the Service (as defined below) to the person who proposes to use or is using the Service (being “**you**” (and “**your**” shall be construed accordingly)).

### 1. Interpretation of these Terms

#### 1.1 In these Terms:

“**Assessment**” means an assessment of the energy tariffs offered by Suppliers in order to determine whether it would be beneficial for you to switch Supplier or energy tariff (including an energy tariff offered by your existing Supplier);

“**Better Energy Homes Scheme**” means the scheme operated by the SEAI which provides assistance to homeowners to reduce energy use, and greenhouse gas emissions while seeking to improve the comfort levels within their home and making significant savings on energy costs, as such is confirmed from time to time;

“**Content**” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, our Website;

“**Contractor**” means a contractor who is registered on the Registered Contractor List as, including but not limited to, a Domestic BER Assessor, a Renewable Energy Installer, a SEAI Registered Technical Advisor or a contractor registered under the Better Energy Homes Scheme;

“**Dashboard**” means the user dashboard accessed via the Website through which, amongst other things, we will share the results of any Assessment carried out and you may update details relating to you and/or your account with us;

“**Dispute**” has the meaning given to it in clause 8.3 hereof;

“**Fee**” has the meaning given to it in clause 6.1 hereof;

“**Ireland**” means the Republic of Ireland;

“**parties**” means, together, you and us;

“**Privacy Policy**” means the terms and conditions relating to how we look after your personal information, as may be amended from time to time, as made available to you via the Website;

**“Registered Contractor List”** means the list of SEAI registered contractors maintained by the SEAI;

**“SEAI”** means the Sustainable Energy Authority of Ireland;

**“Service”** means the:

(a) provision of the Website and its use, access or browsing by you;

(b) carrying out of Assessments; and

(c) arranging of a Switch, in each case in accordance with these Terms, and for the avoidance of doubt,

does not include:

(d) any payments you must make to any Supplier;

(e) sending any messages on your behalf to any Supplier, except as may be required to apply for products and services, or the receipt and notification to you of any messages received from any Supplier; or

(f) our acting as your energy supplier.

**“Supplier”** means a third party licensed supplier of gas and/or electricity to homes in Ireland;

**“Switch”** means, in accordance with these Terms, the process of arranging a switch by you from your existing energy tariff to a different energy tariff, which may also involve you moving to a new Supplier (and the expressions **“Switched”** and **“Switching”** shall be construed accordingly);

**“Third Party Partners”** has the meaning given to it in clause 4.8 hereof;

**“Unauthorised Person”** has the meaning given to it in clause 8.3 hereof;

**“Website”** means [www.weswitchu.ie](http://www.weswitchu.ie); and

**“WeSwitchU”**, **“we”**, **“us”** or **“our”** means Connect and Save Your Energy Limited, registered in Ireland under registration number 642915, and with a registered address at No.2 Salmon Weir, Hanover Street, Cork, T12TD98.

1.2 In these Terms, the expressions **“written”** and **“writing”** shall be deemed to include email.

1.3 The headings in these Terms will not form part of these Terms and will not affect their interpretation.

- 1.4 The rule known as the ejusdem generis rule shall not apply to these Terms and accordingly general words introduced by the word “other”, “including”, “include” or “in particular” or any similar expression shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Your responsibilities under these Terms**

In order to use the Website and Service you:

- (a) must be 18 years old or over and have an address in Ireland;
- (b) must ensure that all information and details (in particular your email address and mobile telephone number) you provide to us are true, accurate, complete and current, and that you disclose all relevant facts to us whether specifically requested or not;
- (c) must promptly update us with any changes to such information and details at [support@weswitchu.ie](mailto:support@weswitchu.ie);
- (d) where required, you must have obtained the consent from all other residents in your household to use our Service;
- (e) must, in order to use our Service, create an account and be responsible for any and all activity conducted using your account (including via your Dashboard);
- (f) must promptly contact us at [support@weswitchu.ie](mailto:support@weswitchu.ie) if you know or suspect that anyone other than you has accessed your account (including your Dashboard); and
- (g) agree that you shall be solely liable under, for and in respect of any energy supply contract between you and any Supplier (including in respect of the relevant energy tariff applicable thereto), whether such contract arises as a result of a Switch or otherwise, and (without prejudice to the generality of the foregoing) that: (i) we shall have no responsibility whatsoever for any payments due from you to any Supplier nor any other responsibility, liability or obligation whatsoever of any nature, howsoever expressed, under any such energy supply contract; and (ii) you are responsible for transferring all payments due to any Supplier on the terms and at the time specified by such Supplier.

## **3. Our contract with you and Assessments**

- 3.1 We do not accept any application for our Services from addresses outside of Ireland. If, for any reason (including (without limitation) the foregoing), we cannot accept you as a customer, we will tell you as soon as reasonably practicable after you seek to become one.
- 3.2 We do not supply your energy, we just facilitate the Switching process. To complete a Switch, a separate contract will be created between you and the Supplier. We are not responsible for and have no liability under, for or in respect of that separate contract and you should also read

your Supplier's terms and conditions carefully (including (without limitation) requirements relating to meter reading, payment, billing, account management and customer service). For the avoidance of doubt, the Supplier is responsible for supplying your energy in return for you paying the Supplier for such supply.

- 3.3 We will make Assessments from time to time, at such intervals as we deem appropriate. During the application process you will be presented with a few basic choices which will form the basis of future Assessments. You can change and update the information you have provided and change your preferences on your account at any time, in each case via your Dashboard.
- 3.4 In order to make an Assessment, we rely on information you provide to us regarding your property and energy usage and regarding your past energy bills. We do not independently verify the information you provide to us and we rely entirely on what you tell us in order to find the best deal for you. Without prejudice to the generality of clause 2(b) hereof, it is your responsibility therefore to ensure that the information you provide to us is accurate and current.
- 3.5 We also take into account a broad range of factors in selecting a tariff or Supplier, which include price but also include (without limitation) the length of deals on offer, long term price guarantees, quality of service, customer service, customer ratings, financial stability of the Supplier, its track record and other relevant information that may be available to us. Best value for money is one of the criteria by which we select an energy tariff or Supplier but the deal that we may select for you may not be the cheapest deal on the market at a given time and might not be the cheapest for your purposes.
- 3.6 Any Assessment we may make will be based on the energy tariffs (and data relating thereto) available to us at the relevant time. We are entitled to rely on this data when we make the Switch or recommend one. By definition, there may be other deals that become available after we have made the Assessment or which are not available to us, and Suppliers may change or withdraw deals after an Assessment is made.
- 3.7 The Assessment is limited to the deals offered by the Suppliers listed on the Website. There may be one or more other suppliers of similar products or services who may offer deals which are better than the deals offered by the Suppliers listed on the Website. We will not take into account such deals when carrying out the Assessment and we will not switch you to any Supplier other than a Supplier listed on the Website. If you wish to switch to a supplier not listed on the Website, please contact us immediately at [info@weswitchu.ie](mailto:info@weswitchu.ie) and we will no longer provide the Service to you.

#### **4. Appointment as agent and the Switching process**

- 4.1 To allow us to provide the Service, you appoint us as your agent and give us permission to act on your behalf in accordance with the provisions of clause 4.2.
- 4.2 Subject to clause 4.3, by appointing us as your agent under these Terms, you authorise us to do the following:
  - (a) conduct Assessments;

- (b) contact Suppliers and Third Party Partners on your behalf and do all things that may be necessary (as determined by us) in order to facilitate the performance of our obligations (including (without limitation) the provision of the Service) and to facilitate the performance by you of your obligations (in each case) under these Terms. This may include, but is not limited to, passing information about you to Suppliers and Third Party Partners which you have provided to us via the Website (including via your Dashboard) including but not limited to, your email address and bank account details, to enable (amongst other things) (i) the Supplier to set up an account and direct debit payments on your behalf for the purposes of such Switch; and (ii) one or more Third Party Partners to process the Fee (including (without limitation) via direct debit) on our behalf; and
  - (c) all other things we may reasonably consider necessary in order to perform the Service, and you acknowledge and agree that, without prejudice to such appointment and the provisions of clauses 2 and 3.2, you shall be solely liable under, for and in respect of any energy supply contract (including the relevant energy tariff applicable thereto) between you and any Supplier upon completion of any Switch and that we shall have no responsibility whatsoever for any payments due from you to any Supplier nor any other responsibility, liability or obligation whatsoever of any nature, howsoever expressed, under any energy supply contract between you and any Supplier.
- 4.3 Notwithstanding the provisions of clause 4.2, we will not arrange a Switch to a new Supplier without your consent. Subject to this consent being obtained, we will Switch you and will alert you via email/WhatsApp/SMS, providing details of the tariff that you will be Switched to and, where reasonably practicable, any projected savings.
- 4.4 Immediately following a Switch, you will have a cooling off period to change your mind. If you want to change your mind you must cancel the Switch by contacting the relevant Supplier and you must also tell us immediately. Information about the cooling off period (including the exact duration thereof) will be provided to you directly by your Supplier.
- 4.5 You agree not to make arrangements directly, outside of the Service, to switch your Supplier or energy supply contract (or any energy tariff applicable thereto). You further agree not to appoint any other person to perform a service similar to the Service.
- 4.6 Before commencement of receiving a product or service from a Supplier, you must check and, if necessary, correct all material, information, content or data held by such Supplier about you to ensure it is correct, complete, accurate and not misleading and that all relevant facts have been disclosed by you. Failure to check and correct as described above could invalidate the product or service so provided.
- 4.7 Without prejudice to the provisions of clause 2 hereof, please let us know if any of your details change, particularly your mobile telephone number and email address. If you do not do this, we will not be able to deliver to you any alerts, updates or other relevant information. By providing us with your email address and/or mobile telephone number, you agree to receive all of the foregoing electronically or by SMS text message to that e-mail address or mobile telephone number (as applicable).

- 4.8 We may appoint third parties (including (without limitation) payment service providers) with whom we have partnership arrangements to perform our duties and exercise our rights under these Terms (the **"Third Party Partners"**) on such terms and conditions as we deem necessary and appropriate. Under no circumstances shall our appointment of any third party discharge us from our obligations to you under these Terms.
- 4.9 We are not providing any financial or professional advice and we give no guarantees and make no representations or warranties, whether express or implied, that the deals offered on our Website are accurate, complete or current.
- 4.10 If you wish to revoke our appointment as your agent, you must inform us at [info@weswitchu.ie](mailto:info@weswitchu.ie). We will stop acting on the earlier of the date we inform you that we have adjusted our systems to stop performing the Service for you or 14 calendar days after we receive notice from you.

## **5. Subscription term and termination**

- 5.1 Subject to your compliance with these Terms, the subscription for the Service will continue until either you or we decide to terminate the subscription.
- 5.2 You can terminate your subscription for the Service at any time by giving us notice through our Website or by using the contact details for us that we provide to you. We will stop the Service as soon as possible but this will not affect Switches we have already performed for you. You must notify us if you wish to: (i) cancel your energy supply; (ii) undertake a switch of energy tariff (including a switch to an energy tariff offered by a Supplier other than your existing Supplier) without using the Service; or (iii) if you move home. If you fail to notify us, we will not know that your circumstances have changed, and we will continue to provide the Service.
- 5.3 We shall be entitled to terminate your subscription for the Service at any time by written notice to you if you are in breach of these Terms, including (without limitation) your responsibilities under clause 2 hereof or in the event that you provide us with false or misleading information in connection with the Service or for non-payment of the Fee or if you use the Service for purposes not permitted hereunder (including (without limitation) those purposes which are expressly prohibited by the succeeding provisions of this clause 5). In such circumstances, you will not be entitled to any refund.
- 5.4 We may also terminate or suspend your subscription if: (i) for any technical or legal reasons we are prevented from delivering the Service; or (ii) any application for a new energy supply contract made on your behalf is unsuccessful (including where you are deemed by a Supplier to have failed any pre-contract check(s) undertaken by such Supplier, which may include checks regarding your financial circumstances and/or credit history).
- 5.5 For the avoidance of doubt, without prejudice to the provisions of clause 9 hereof, you may not use our Service or the Website:
- i. otherwise than in accordance with clause 8.3;

- ii. in any way that breaches any applicable local, national or international law or regulation;
- iii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- iv. to send, knowingly receive, upload, download, copy, use or re-use any material which may be viewed as not being in the spirit of our Service and our values;
- v. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or
- vi. to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

5.6 Without prejudice to the foregoing provisions of this clause 5 and clause 11 hereof, we may (in our absolute discretion) cancel, withdraw or suspend the Service (and accordingly terminate your subscription) at any time for any reason (including (without limitation) any business reason, technical reason or legal reason).

## **6. Fees**

6.1 An administration fee will be charged by us for facilitating a Switch, which will, in respect of each Switch be calculated, on the basis set out on our Website (the “Fee”). By accepting these Terms and consenting to a Switch (as contemplated by clause 4.3) you shall be deemed to have accepted the Fee in respect of such Switch.

6.2 Without prejudice to the provisions of clause 4.4 (cooling off period), we will issue an invoice to you within 3 calendar days of completing a Switch. The payment of this invoice will be processed by our Third Party Partners (by way of direct debit) on the date which is 14 days from the date of the invoice.

6.3 Notwithstanding the provisions of clause 6.1 and clause 6.2, if you decide to cancel the Switch in accordance with the provisions of clause 4.4, we will arrange for the Fee to be refunded to you.

## **7. Personal data**

7.1 Our use of any personal data you provide to us will be governed by our Privacy Policy.

7.2 As part of the Service, you authorise us to pass information about you to Suppliers and/or Third Party Partners for the purpose of making a Switch. Such Suppliers and Third Party Partners may hold such information about you subject to their own privacy policies, which may be different from our Privacy Policy.

## **8. Our Liability**

8.1 The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy, though we try to make it as accurate as possible. Without prejudice to the generality of the foregoing, we do not monitor, verify or endorse data, material and information submitted or provided by third parties (including (without limitation) Suppliers and/or Third Party Partners) and which is used to provide our Service and you should be aware that such information may be inaccurate, incomplete or out of date.

- 8.2 To the fullest extent possible, we are not liable to you for any loss or damage (even if we have been forewarned of the possibility of such loss or damage or such loss or damage was otherwise foreseeable), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection your use of the Website and/or the Service. If, notwithstanding the foregoing provisions of this clause 8.2 and/or any other provisions of these Terms, we are found to be liable to you for any damage or loss (including (without limitation) through negligence) which arises in any way out of, or is in any way connected with, your use of the Website and/or the Service, our liability (save as prohibited by law) shall in no event exceed €100.
- 8.3 We provide our Website and Service for use by residential energy meter users only. Use of our Website and Service by users of any other form of energy meter or by users of unmetered energy is prohibited (each an “**Unauthorised Person**”). We will have no liability of any kind or nature whatsoever to any Unauthorised Person and we will have no liability to any person (including you or any Unauthorised Person) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.4 Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.
- 8.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer product, computer programs, data or other proprietary material due to your use of our Service and/or the Website or to your downloading of any material posted on our Website, or on any website linked to it.
- 8.6 We are not responsible for what Suppliers or other third parties (including (but not limited to) Third Party Partners) do or fail to do. Even if we have helped you switch to a new Supplier or energy tariff, we are not responsible for damage or loss you suffer under that independent contract.
- 8.7 You understand that the selected Supplier may run a credit check on you to ensure you are able to pay your energy bills. The result of this credit check may mean the Supplier asks you for a deposit before starting to supply or they may refuse to supply your energy entirely. Further details may be found on the specific Supplier’s terms and conditions.
- 8.8 The Service is tailored to individual preferences and circumstances and our decisions are made based on the details provided to us by you or by third parties. However, it remains your responsibility to ensure suitability and adequacy of the product or service that is selected by us. If you are uncertain as to the suitability or adequacy of any product or service chosen for you during the provision of the Service, you should seek independent professional advice.
- 8.9 Nothing in these Terms excludes or restricts our liability to the extent such liability cannot be excluded or restricted by law (including in respect of fraud or personal injury or death resulting from negligence).



- 8.10 Links to other sites may be included on our Website. Unless expressly stated, these sites are not under our control. Without limiting our ability to provide the Service, we neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on our Website is for information only and does not imply any endorsement of the sites themselves or of those in control of them. Your use of any third party website will be governed by the terms and conditions of use and privacy policy applicable to that website, which will be different from these Terms and our Privacy Policy.
- 8.11 In connection with the Service and at your request, we may introduce you to a Contractor. You acknowledge and agree that we are only facilitating the introduction between you and a Contractor. The introduction is based on information which we receive from a Contractor. We accept no responsibility or liability, howsoever arising, in respect of, or in connection with, the accuracy of such information, your reliance on such information or any issues arising from your use of or contact with the contractors listed or any services rendered or goods provided thereby. We have made every attempt to ensure the accuracy and reliability of the information provided by each Contractor, including but not limited to the registration of each Contractor as a SEAI registered contractor. However, we accept no responsibility or liability for any error or omission arising out of or in connection with any such information or without prejudice to the generality of the foregoing provisions of this disclaimer, for work undertaken on your behalf by any Contractor.
- 8.12 Without prejudice to clause 8.6 hereof, we are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions of use or the privacy policy applying to any third party website or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions of use and/or privacy policy.
- 8.13 Without prejudice to clause 8.6 hereof, you act or refrain from acting on any third party's views, opinions, advice or assistance at your sole risk and sole discretion and you are solely responsible for any decision to act or refrain from acting on such views, opinions, advice or assistance. We are not responsible or liable for any loss or damage you may suffer or incur in connection with such views, opinions, advice or assistance including in relation to their accuracy, truthfulness or completeness or for any acts, omissions, errors or defaults of any third party in connection with such views, opinions, advice or assistance.

## **9. Intellectual Property**

- 9.1 Without prejudice to the provisions of clause 8 hereof, we are the owner or licensee of all intellectual property rights in the Website, information and Content available on the Website, any database operated by us, any proprietary software utilised by us to enable you to use this Website and the underlying source code. Much of this information and Content is protected by copyright, trademark, database rights, design rights designs (including in the "look and feel" and other visual or non-literal elements), and/or other intellectual property rights (whether registered or unregistered). Our logos, together with our trademarks and/or service marks, may not be copied or reproduced without our prior written consent. All rights are reserved. You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access the Website for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or

Content in this Website. Any such use of an automated program is prohibited and shall be a breach of these Terms.

- 9.2 You may not reproduce, republish, transmit or distribute any material, information or Content on the Website, or that form part of our Service, without our prior written consent. However, you are granted a limited right to access and use the Website and our Service, and retrieve, display and print content pages, for your own personal, non-commercial use and to the extent necessary for use of the Website and our Service only. We reserve the right, in our sole discretion and without notice to you, to terminate your licence and to prevent future access by you to the Website.

## **10. Complaints**

- 10.1 We always aim to provide you with the best service possible. However, if you wish to make a complaint or have other queries relating to the Service, please write to us at the following address: WeSwitchU, No.2 Salmon Weir, Hanover Street, Cork, T12TD98 or contact us by email to: support@weswitchu.ie or by telephone on 01-9018699.
- 10.2 If your complaint is regarding a Supplier to whom we have switched you as part of the Service, then you should address your complaint directly to that Supplier.

## **11. Data, updates and amendments**

- 11.1 We aim to update our Website regularly and may change the content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the materials on our Website may be out of date at any given time, and we are under no obligation to update such material.
- 11.2 We reserve the right, from time to time, to change these Terms (whether in response to any change in applicable law or regulation or otherwise). The Terms that are applicable to your use of the Service will be the version that is displayed on our Website at each date you access the Service.

## **12. General**

- 12.1 We reserve the right to suspend or terminate part or all of the Service, including in order to:
- i. deal with faults, conduct maintenance or introduce new facilities or services;
  - ii. update the Website and/or our systems; and
  - iii. deal with unforeseen events and incidents beyond our reasonable control, which may include (without limitation) lightning, flood, severe weather, fire, explosion, terrorist activities, or failure of public or private telecommunications networks and any acts of government or other competent authority, or industrial disputes.
- 12.2 The subscription is personal, and you may not assign or transfer your subscription to any person except with our express written consent. We shall be entitled to transfer our rights under these Terms subject to our obligations to any member of our group

or to any person acquiring our business and such transfer shall be effective upon notice being given to you.

- 12.3 Each provision of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.
- 12.4 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in relation to you breaching these Terms, that will not mean that you do not have to do these things and it will not prevent us taking steps against you at a later date.
- 12.5 These Terms constitute the entire agreement between the parties and supersede all other agreements, statements, letters and other arrangements between the parties in relation to the subject matter hereof. Each party acknowledges that it has not relied on or been induced to enter these Terms by a representation other than those expressly set out in these Terms. This clause 12.5 does not affect a party's liability in respect of a fraudulent misrepresentation.
- 12.6 These Terms and any dispute or claim arising out of or in connection with them or their subject matter, formation, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland in relation to any Dispute between them.