

Terms and Conditions of OneBill Utilities Limited

1 Introduction

OneBill Utilities Limited ("OneBill," "us," "our," or "we"), is a company registered in the Republic of Ireland at Hartnett Enterprise Acceleration Centre, TUS, Moylish Park, Limerick, provides a unified platform for managing utility bills. These terms and conditions ("Terms") govern the access and use of any customer ("Customer", "you" and "your" shall be construed accordingly) of OneBill's services and platform. For more details, please visit onebill.ie (the "Website").

2 Scope of Service

OneBill is an independent utility management agency, not affiliated with any utility providers. We use publicly available tariff, deal, and pricing information to assist our customers in managing and selecting utilities, optimising the Customer's utility expenses and facilitating the payment of those utility bills to the suppliers (the "Service"). We operate solely in the interest of the Customer through our online platform on our Website (the "Platform").

IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS YOU CANNOT USE THE PLATFORM OR OUR SERVICES. IF YOU HAVE PROCEEDED TO PAYMENT AND THEN COMMENCE USE OF THE SERVICES WE WILL DETERMINE THAT YOU HAVE ACCEPTED THESE TERMS IN FULL.

3 When do these Terms apply?

- 3.1 These Terms apply when you create an account to use any features, services, products or tools offered on our Platform.
- 3.2 To use our Services you must agree to these Terms so please read them carefully. We recommend that you download these Terms for future reference. We'll ask you to confirm that you agree to these Terms when you create an account to use the Platform and Services and a contract will come into existence between you and us when you confirm you accept the Terms and the accompanying letter of appointment ("LOA"). If you use any of our Services before you have confirmed that you accept these Terms then, by using our Services, you agree that you have read, understood and accept these Terms and all/any other notices posted by us on our Website or directly to you.

4 Terms subject to change

- 4.1 Please note that we may change, modify, add or remove sections of these Terms from time to time. We will post any changes to our Website by updating these Terms, but we may not make any separate publication about such changes, so please revisit these Terms every so often, because we assume that you agree with these Terms at all material times if you continue to use our Services.
- 4.2 These Terms were last updated on [20 March 2024].

5 Data Protection

Your personal data is sensitive and entitled to protection. All rights, titles and interests in your data held on Platform are 100% yours. Our use of any personal data you provide us will be governed as set out in our Privacy Policy

6 Intellectual Property

- 6.1 We own and retain all right, title and interest in and to (a) the Services and Platform, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with our Services or support or the Platform, and (c) all intellectual property rights related to any of the foregoing, including but not limited to all text, published material, document creation “flow”, sound, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression, and “look and feel” of the Platform and any related Services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 You will own all right, title and interest in and to your personal data.
- 6.3 We do not grant any rights or licences to you or anyone else.

7 Management of Utility Contracts

OneBill acts as an agent to manage, sign up, and cancel utility contracts based on Customer preferences. Customers can set and modify these preferences through the Platform.

8 Acting on your behalf and as Your Agent

- 8.1 To allow us to provide the Service, you appoint us as your commercial agent (and you are principal) and give us permission to act on your behalf by signing the LOA. This means that OneBill is permitted to act on your behalf to create legal relationships with third parties, set up direct debits with suppliers or access information held by third parties.
- 8.2 By acting on your behalf as your agent in connection with the Services, we shall have the following powers:
- (a) to negotiate and select energy supply or other utility service providers for you;
 - (b) to switch you to suppliers in your name (including communication on your behalf);
 - (c) to set up direct debits on your behalf with suppliers in your name (this may include direct debits for each supplier);
 - (d) to access information held by third parties about you (including but not limited to); and
 - (e) any other powers that we may reasonably require in order to provide the Services. Customers will be notified if we need to share their data with any other party other than the energy providers they are switched to.
- 8.3 Your appointment of OneBill to provide the Service and to act on your behalf as your agent will continue in accordance with these Terms and the LOA.

9 User Account and Obligations

To use the Platform, you must register and maintain an account on our Website. You are responsible for the confidentiality of your account information and all activities under your account. You agree to provide accurate and complete information and keep this information up to date.

10 User Content

- 10.1 You are responsible for any content you provide through our platform. As part of the Service, you authorise us to pass information about you to suppliers and/or third party partners for the purpose of providing you the Services. Such suppliers and third party partners may hold such information about you subject to their own privacy policies, which may be different from our Terms.

11 OneBill Budget Plan

- 11.1 OneBill offers Customers a budget plan based on predictive algorithms for managing and projecting utility costs, aiming for a net-zero balance over the course of a year ("Budget Plan"). The Budget Plan is flexible and may be adjusted based on actual usage and preferences through the Platform.
- 11.2 Once the Budget Plan has been set on the Platform, the Customer shall be charged a weekly, fortnightly or monthly fee subject to that Budget Plan which will cover their use of the Services being payment for any invoices due to suppliers under the Services ("Supplier Invoices") and the OneBill Fee (together the "Budget Plan Fee").
- 11.3 Please be aware that the Budget Plan Fee may change. We may regularly adjust your Budget Plan Fee based on changes in usage, pricing, or services managed through the Platform. We strive to maintain as stable a Budget Plan Fee as possible. However, should there be a need to change your Budget Plan Fee, we will notify you approximately 3 days prior to the Budget Plan Fee being due. We ensure to keep these adjustments minimal and as infrequent as possible, aiming for a predictable and manageable billing cycle for you.

12 Fees, Payments, and Billing

12.1 OneBill Fee

Schedule 1 By agreeing to use the Service, you shall pay us a single consolidated monthly fee for the aggregate Service provided ("OneBill Fee"). The OneBill Fee may increase based on the number of services you choose to include using our Platform. Detailed descriptions of each service tier, associated benefits, and pricing will be available on the Platform. All fees are due upon the invoice date and will be billed according to the selected payment method you chose on the Platform. The OneBill Fee is based on a usage and price estimation that aims to reflect your actual utility consumption and the current rates available. You understand and agree that this is an estimate and actual costs may vary based on actual usage, changes in utility rates, or changes in services.

12.2 Supplier Invoices

As part of the Services, you will be issued with Supplier Invoices on a periodic basis. The Supplier Invoices will appear on the Platform and will specify therein when they are due for payment. When the Supplier Invoices are due, we will facilitate payment to the supplier from your Customer Account.

You will pay us the Budget Plan Fee together with any VAT and any other applicable charges described for each Service you subscribe for or purchase in accordance with these Terms. Full details of the applicable fees can be found on our Website.

You will be responsible for all taxes associated with your use of Services that are attributable to or due by you. If an applicable tax authority requires us to pay any taxes that should have been payable by you, we will advise you in writing, and you will promptly reimburse us for the amounts paid.

12.3 Subscription Service

- 1 Ongoing access to all Services and features of the Platform requires a subscription to one of our plans ("Subscription").
- 2 The first 30 days of your Subscription, will constitute the "Initial Service Term". Your Subscription will be automatically renewed for successive periods of 30 days, each a "Renewal Period", and you will continue to be charged fees for the Subscription on a monthly basis, until your Subscription is cancelled in accordance with clause The Initial

Service Term together with any subsequent Renewal Periods will constitute the "Service Term".

3 OneBill offers several plans as part of the Subscription: Savvy Saver, Super Saver, or Saver Pro. You can switch between the plans at any time through the Platform, however, this will result in a change to the OneBill Fee.

4 As such, if we do decide to change OneBill Fee for the Subscription plan that you are currently subscribed to, we will not impose those new fees on you without advanced prior written notice and we will allow you to choose whether to continue your Subscription on the revised prices before we begin charging you at the new price.

12.4 Payment Method and Missed Payment Penalties

OneBill accepts various payment methods, including variable bank transfers. OneBill will require one principal payment method to be added to your account on the Platform and an alternative backup payment method which cannot include a credit card or other debt facility ("Alternative Payment Method").

12.5 Unpaid Direct Debit Fee

In the event a direct debit payment is returned as unpaid by your bank, a €15.00 charge will be automatically applied to your account as an unpaid direct debit fee ("Unpaid Direct Debit Fee"). Following an unpaid direct debit, you will receive a reminder letter requesting payment of the outstanding balance, which will need to be made using the Alternative Payment Method. Additionally, you may be required to complete a new direct debit mandate for future payments to avoid further issues.

It's important to remember that one payment through OneBill covers all bills you manage through the Platform. Therefore, price changes, meter readings, usage peaks and troughs, seasonality, and product changes may necessitate adjustments to your payment amount.

By agreeing to these Terms, you acknowledge and accept the possibility of such adjustments and the terms associated with the Unpaid Direct Debit Fee. We encourage you to maintain sufficient funds in your account on the due date to avoid any unnecessary charges and interruptions to your service

12.6 Refunds

All payments you make are non-cancellable and non-refundable, subject only to the provisions of this clause and our indemnity clause.

Subscriptions

When you first sign up to the Platform by purchasing a Subscription, you can cancel your purchase and ask for a refund by telling us in writing of your wish to cancel within 14 days of purchasing your Subscription ("Cooling-off Period"). For the avoidance of doubt, a supplier may have a separate cooling off period and the Customer should make themselves aware of the supplier's terms upon entering into an agreement with them.

We will assess your refund request and we will only process a refund if we are satisfied that there are no Supplier Invoices due for the Customer.

Subscriptions are non-refundable after the Cooling-off Period.

12.7 We may refund fees at our sole discretion

5 We may decide to refund the fees you have paid for the Services if we at our sole discretion consider that we do not have the technical infrastructure to provide the Services to you at the time of your purchase.

13 Customer Account

13.1 The Customer agrees to provide funds in accordance with the Budget Plan Fee for the purpose of paying the OneBill Fee and the Supplier Invoices. The Budget Plan Fee will be held in a segregated account ("Customer Account") established by OneBill for the benefit of the Customer.

13.2 The Customer authorises OneBill to receive and hold the Budget Plan Fee in the Customer Account until payment is due to the respective utility suppliers.

13.3 OneBill will utilise the funds within the Customer Account to pay the Customer's utility invoices on their behalf. OneBill is authorised to make payments directly to the utility suppliers from the Customer Account on or before the due date specified in the supplier's invoice.

13.4 In consideration for providing the Services, OneBill will charge and extract the OneBill Fee from the Customer Account.

13.5 OneBill will provide the Customer with regular statements detailing the transactions made on behalf of the Customer, including Supplier Invoices and the deduction of the OneBill Fee. The Customer is responsible for reviewing the statements and notifying OneBill of any discrepancies within 7 days of receipt.

13.6 Should the Customer Account lack sufficient funds to cover the Supplier Invoices and/or the OneBill Fee at any time, OneBill will notify the Customer of such deficiency. OneBill will be authorised to issue a direct debit request to the payment method provided by the Customer, for any shortfall.

13.7 Funds held within the Customer Account will be kept separate from One Bill's corporate funds and will not be used for any corporate purposes, including but not limited to, operating expenses, investments, or loans.

13.8 OneBill is committed to ensuring the security of Customer funds. The Customer Account will be held at a reputable financial institution and will be subject to the protections provided by applicable law.

14 Cost sharing amongst Housemates

14.1 This clause applies to Customers who have registered as occupants of a single property on our Platform (each a "Housemate" comprising a "Household") and wish to utilise the Platform's cost sharing feature. All Housemates must be registered on the Platform to participate in the cost-sharing program. Each Housemate is required to create an individual account that will be linked to the Household's main account.

14.2 The Platform will calculate each Housemate's share of the utility bills ("Shared Costs") based on the total costs of the Household's utility bills, the number of Housemates and the Services chosen by that Housemate – which will comprise the Budget Plan of the Household. Each Housemate agrees to contribute their share of the Shared Costs by the due date specified by the Platform each month ("Contribution Date"). The Platform will issue reminders to each Housemate prior to the Contribution Date.

14.3 In the event that a Housemate fails to make their payment by the Contribution Date, the Platform may:

- (a) Send additional payment reminders to the non-paying Housemate;
 - (b) Notify other Housemates of the missed payment; or
 - (c) Apply an Unpaid Direct Debit Fee to the Housemate.
- 14.4 Any adjustments to the Shared Costs due to changes in the Household (e.g., a Housemate moving out) or disputes regarding the Shared Costs must be reported to the Platform promptly. The Platform will provide tools to facilitate the resolution of such disputes but is not responsible for mediating disagreements between Housemates.
- 14.5 The Platform acts solely as a facilitator for the calculation and collection of Shared Costs. Each Housemate is individually and collectively responsible for the full amount of the Household's utility bills. The Platform is not liable for any non-payment or default by any Housemate.
- 14.6 A Housemate may opt out of the cost-sharing arrangement by notifying the Platform and the other Housemates in accordance with the Platform's policies. Remaining Housemates will have their Shared Costs recalculated to reflect the change in the Household composition.

15 Termination and Cancellation Policy

- 15.1 Users may terminate their accounts at any time through the Platform, subject to a 30-day notice period to expire no earlier than the end of the Initial Service Term or applicable Renewal Period. OneBill reserves the right to terminate or suspend accounts for breaches of these Terms, including non-payment. The Customer should be aware that where the Services are terminated between you and us, this does not terminate the agreements you may have with suppliers (as they may have fixed term contracts). Upon a termination or cancellation of the Services by OneBill or the Customer, OneBill will notify all suppliers and facilitate a handover. However, it will be the responsibility of the Customer to ensure that they are aware of the supplier's terms on the continuation of that relationship between the Customer and the supplier.
- 15.2 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:
 - (a) cancel your energy supply;
 - (b) 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
 - (c) if you move property.If you fail to notify us, we will not know that your circumstances have changed, and we will continue to provide the Service.
- 15.3 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 or in the event that you provide us with false or misleading information in connection with the Service or for non-payment of the Budget Plan 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). In such circumstances, you will not be entitled to any refund.
- 15.4 We may also terminate or suspend your subscription if:
 - (a) for any technical or legal reasons we are prevented from delivering the Service; or
 - (b) 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).

- 15.5 Without prejudice to the foregoing provisions of this clause, 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).
- 15.6 Some of these Terms will continue to be enforceable, even after termination including, without limitation, the right to be paid, confidentiality obligations, warranty disclaimers, and limitations of liability
- 16 Continuous Adjustment and Optimization**
- 16.1 You agree that the Budget Plan Fee may continuously adjust and optimise based on real-time conditions, variables, and factors affecting utility consumption and pricing. These adjustments are part of One Bill's commitment to providing an adaptive and responsive utility management service that reflects current usage patterns and market conditions. While we strive to provide the most accurate estimations and keep your payments stable, these adjustments are necessary to ensure that your payments reflect your actual utility costs. We will provide notifications of any significant changes to your payment amount in advance, as detailed in the Unpaid Direct Debit Fee section.
- 16.2 By incorporating these items, you ensure that users are clearly informed of their agreement and consent to the Services, the nature of the Services, and the specifics of how payments are handled and adjusted.
- 17 Liability and Disclaimer**
- 17.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our team and for fraud or fraudulent misrepresentation.
- 17.2 We shall not be liable for any special, indirect, incidental, punitive, or consequential damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorised access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.
- 17.3 The Platform and all materials, information, software, facilities, services, and other content are provided on an "As Is" and "As Available" basis without warranties of any kind, either express or implied. We do not guarantee that the Platform or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that the Platform or the servers that make it available are free of viruses or other harmful components.
- 17.4 Customers access and use the Platform and its content at their own risk. We will not be liable for any damages of any kind arising from or relating to the use of the Platform, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.
- 17.5 The Customer is solely responsible for the accuracy, completeness, and legality of the information they input, upload, or transmit to the Platform. The Company is not responsible for any errors or omissions, or for any loss or damage of any kind, incurred as a result of the use of any information the Customer provides. The Customer agrees to carefully review all information they provide to the Platform for accuracy and completeness and to promptly correct any errors or omissions."
- 17.6 We do not endorse or make any warranties or representations about the accuracy, reliability, or any other aspect of the content provided by the Platform or any third party

linked to or from the Platform. Links to third-party websites do not constitute an endorsement by us of such websites or the content, products, advertising, or other materials presented on such websites.

- 17.7 The Platform may provide tools or information that could be used for managing financial decisions; however, users are solely responsible for their financial decisions and actions. We are not a financial advisor, and the information provided by the Platform is not intended as financial advice.
- 17.8 We are not responsible for the actions or omissions of any Customer of the Platform. In no event shall we be liable for any shared expenses, debts, or other financial obligations among Customers or Housemates. Responsibility for settling financial matters remains solely with the Customers.
- 17.9 We are not responsible for what suppliers or other third parties 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.
- 17.10 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.
- 17.11 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.
- 17.12 In no event shall the total liability of OneBill arising out of or related to these Terms or the Services, whether based on contract, tort (including negligence), strict liability, or any other legal theory, exceed the total fees paid by the Customer to OneBill for the Services in the twelve (12) month period preceding the date of the claim.

18 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 via the Platform;
- (d) where required, you must have obtained the consent from all other Housemates 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 on the Platform;
- (f) must promptly contact us at info@onebill.ie if you know or suspect that anyone other than you has accessed your account on the Platform;
- (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;

- (h) you will be fully responsible for conducting a meter reading at the beginning of the contract and provide figures and images of this reading. You may do this by taking a picture of the meter reading on your smartphone and uploading to the Platform. This will include GPS location, a timestamp and other metadata to ensure accuracy. In order to provide this evidence of a meter reading you will need to agree to use this feature on your smartphone;
- (i) you are only using the Platform for your own personal use, in your capacity as a Housemate of a Household or as a person with appropriate authority on behalf of a company or other legal entity; and
- (j) you comply with all applicable laws, rules, regulations and court orders; and that you adhere to all our published policies then in effect.

18.7 Should you not be able to confirm the above you must stop using the Platform and our Services immediately.

19 Vulnerable Customers

19.1 The Commission for Regulation of Utilities ("Commission") recognises that some utility users in Ireland may be particularly vulnerable for reasons of advanced age or physical, sensory, intellectual or mental health. As such, the Commission defines these utility users as Special Service Customers. Where you are a Customer who feels that you may be a Special Service Customer, [please do inform us at info@onebill.ie/ please tick the relevant box on our website]¹.

19.2 We will inform all suppliers that you are a Special Service Customer and the suppliers are obligated to provide accessible services to you. Where you identify as a Special Service Customer, suppliers may request additional information from you in order to maintain their register. Should a supplier require additional information, we may contact you to facilitate this.

20 Our capacity as an agent

We do not supply your energy, we just facilitate the switching process and manage the payments. 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.

20.1 We will make assessments from time to time, at such intervals as we deem appropriate as part of formulating the Budget Plan. During the application process you will be presented with an opportunity to choose your subscription and your preferences. You can change and update the information you have provided on your account at any time, on the Platform.

20.2 In order to assess or update the Budget Plan, we rely on information you provide to us regarding your property and energy usage and regarding your past energy bills (which we may request from suppliers).

¹ Adem, I'll leave it to you to come up with the best course of action in practise.

21 BER

- 21.1 OneBill has entered into a partnership with RetroKit Limited ("RetroKit") for the purpose of furnishing you with an enhanced understanding of your residential property's energy profile and Building Energy Rating ("BER").
- 21.2 RetroKit shall procure and conduct an analysis of the BER data pertaining to your residence. Prior to undertaking this analysis, it is requisite for you to affirm your consent for RetroKit to procure the BER data. Your consent is afforded in the LOA. Should you have any inquiries regarding this procedure, please direct your communications to RetroKit at info@retrokit.eu.
- 21.3 The analytical process employed by RetroKit is predicated upon the calculations that underlie the BER applicable to domestic properties within Ireland. It is imperative to acknowledge that RetroKit does not serve as a substitute for an assessment conducted by a duly registered BER assessor, nor does it replace any form of survey, financial, or technical consultation that the user might consider necessary.
- 21.4 Neither RetroKit nor OneBill shall bear liability for any losses, whether direct or indirect, that may arise from the utilisation of the RetroKit software.

22 Complaints

- 22.1 If you are reading this section you are probably unhappy. So, first things first, we are sorry.
- 22.2 We want all of our Customers to have a fantastic experience when using OneBill, so when we hear that we have not provided a service to that standard, we want to ensure we make things right.
- 22.3 We hope that most matters can be resolved either through our [chat support, or through an email or video-chat conversations with one of the members of our team].
- 22.4 However, we appreciate that some matters sometimes require further escalation. That is what this section is for.
- 22.5 Should you find that you need to make a complaint, we can assure you that it will be addressed swiftly, fairly and efficiently, so that we can find a resolution as quickly as possible.
- 22.6 If you have a complaint, we ask that you do the following:
- (a) • Write an email addressed to info@onebill.ie
 - (b) • Enter the subject line: "I have a complaint" and add your name (or the account that complaint relates to on the Platform)
 - (c) • In the body of the email, please describe as much as possible the nature of the complaint, including when the issue happened and who you had been dealing with in our team
- 22.7 After you send your complaint email, you will receive an acknowledgement email from us within 24-48 hours.
- 22.8 A senior member of our organisation will review the complaint and contact you to organise a call with you, or write back to you to discuss the matter in greater detail with you, within 3 working days from the acknowledgement email. This initial response may offer a resolution or may begin a dialogue in an attempt to reach the best possible outcome.
- 22.9 A final resolution or decision on the matter of your complaint will be communicated to you within 7 working days of the acknowledgement email.

23 Severability

- 23.1 If any reference in these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

24 Assignment

- 24.1 Our agreement under these Terms is not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer and assign any of our rights and obligations under these Terms without consent.

25 Entire Agreement

These Terms, together with the acts of our duly authorised agents 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 does not affect a party's liability in respect of a fraudulent misrepresentation.

26 Notices

All notices under these Terms will be deemed to have been duly given when received, or if transmitted by email, the day after it is sent.

27 Governing Law and Jurisdiction

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.

Schedule 2

1 Data Protection

1.1 It's your data

Any personal, company and user-generated information will only ever be uploaded voluntarily by you and you confirm that you have obtained the necessary consent and have given appropriate notices to lawfully upload any other individual's personal data to our Platform for the duration and purposes of these Terms. We'll never share or make your data or information available to anyone without your explicit permission (other than being legally required such as by a court order).

Your data is uploaded and downloaded over a secure connection, your credentials are encrypted and hashed. We don't store (or even know) your password. Your personal data and any confidential information you may upload to the Platform is stored securely, and only people you've assigned as members of your team (in addition to any persons approved under clause 1.4) can access your data, per the access permissions you assigned to those team members. We expect you to ensure that you, and particularly those you give access to, have strong passwords, ideally different from their social network site logins.

1.2 Account creation

If you establish an account on the Platform, you are responsible for maintaining the confidentiality of your user ID and password, and you are responsible for all activities that occur under your password or user ID. You agree to: (i) log out from your account at the end of each session; and (ii) immediately notify us at info@onebill.ie of any unauthorised use of your password or user ID or any other breach of security.

You are responsible for all content that you transmit or otherwise make available to our Website and Platform. Your access to and use of this Platform may be monitored, including but not limited to, for the purpose of identifying illegal or unauthorised activities.

1.3 Data collection

Subject to the confidentiality obligations created under these Terms (see below), you agree that we have the right to collect and analyse specific data points and other information gained from your profile, settings and including but not limited to interactions with our team on our chat support. This covers, without limitation, information concerning your data and data derived therefrom, and we will be free (during and after the term hereof) to (i) request bills, usage and cost history for you from relevant suppliers and (ii) use such information and data to improve and enhance the Website/Platform and for other development, diagnostic and corrective purposes in connection with the Website/Platform. This is for the mutual benefit of all our users.

1.4 Granting ourselves access for customer support purposes

Occasionally you may contact us for customer support. It may be necessary for our team to access your profile page for the purpose of assistance, to enable them to see what you are having an issue with or for them to inspect documents you have referred to. This will

only happen with your implied consent to do so, such as during an active conversation between yourself and a team member or where it is necessary to answer a question you have asked them on email/chat support.

Once you have finished working with that team member, they will remove their access from your profile. We also require our team members to regularly review the list of companies they have access to and to remove themselves from any company that they are not actively assisting to minimise the risk of any data breach.

1.5 Providing platform feedback

If you give us feedback on the Platform, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary and implementation of that feedback is owned by us and may become part of the Website or the Platform without compensation to you. We reserve all rights in and to the Platform unless we expressly state otherwise.

1.6 Phone, SMS and email contact

1.7 Who is the controller and who is the processor

As part of providing the Website, the Platform and the Services to you, we will process personal data. We will do so either as a data controller (meaning, we decide the manner and purpose of the processing) or data processor (meaning, we process the data on your behalf and on your instructions) depending on the circumstances. In this clause, "personal data", "data controller" and "data processor" have the meanings given to them in the European Union General Data Protection Regulation.

When we process your personal data for our own business purposes (for example, creating your account, managing our relationship with you, liaising with suppliers, handling customer service questions and managing billing and invoicing), we are the **data controller**. In that case, we will process personal data in accordance with this Schedule.

When we process personal data on your behalf (for example, contact details, utility bills), we are the **data processor**. In that case, we will process personal data in accordance with this Schedule.

Both parties will comply, where appropriate, with all applicable requirements of the European Union General Data Protection Regulation, the Irish Data Protection Acts 1988-2018 and all other mandatory data protections laws and regulations applicable in Ireland from time to time ("**Data Protection Legislation**"). This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.8 What data we will process on your behalf

When we act as a data processor on your behalf, we will carry out the processing activities below:

- (a) **Subject matter of the processing:** the provision of the Website, the Platform and Services to you.
- (b) **Duration of the processing:** starting on the date you provide the relevant personal data to us (for example by creating a profile on our Platform) until you either remove the relevant personal data from the Platform or delete your account with us.
- (c) **Nature and purpose of the processing:** providing relevant personal details and documents on the Platform, allowing us to analyse the information and ensure we calculate a comprehensive Budget Plan for the purposes of providing the Services to you.
- (d) **Type of personal data involved:** name, address, email address, of each of the members of your profile, billing details and smart meter data.
- (e) **Categories of data subject:** you, members of your household (where applicable) and members using your profile on the Platform.

1.9 We will only act on your documented instructions

We will only act on your documented instructions (including with regard to transfers of personal data to a third country or an international organisation) unless we are required by law to act without such instructions. You can provide us with your instructions by making selections and inputting information on the Platform, or when you communicate with us.

If we are required by law to process personal data and don't have your instructions to do so, we will notify you before we carry out the processing required by law (unless the law prohibits us from notifying you).

1.10 We will take steps to ensure data is processed securely

We have implemented appropriate technical and organisational measures to ensure we can securely process personal data. This includes measures to address the particular risks that are presented by processing, for example from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data we process on your behalf. When implementing these measures, we will take into account:

- (a) the state of technological development and the availability of relevant technology (for the purposes of Article 32(1) of the GDPR);
- (b) the costs of implementation of any measures (which may include, where appropriate, pseudonymisation and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures we have adopted);
- (c) the nature, scope, context and purposes of processing; and
- (d) the risks for the rights and freedoms of the data subjects.

1.11 Everyone who processes personal data is under a duty of confidence

We will ensure that everyone who has access to or processes personal data on your behalf agrees to keep the data confidential. This mainly includes our employees who are subject to confidentiality obligations under their employment contracts. If we engage any third parties to process personal data on your behalf, we will ensure that they are subject to a duty of confidentiality before we share any personal data with them.

1.12 General authority to appoint sub-processors

By accepting these Terms, you authorise us to appoint third parties to process personal data as a sub-processor as we see fit. This clause will be deemed to be your general written authorisation under Article 28(2) of the GDPR. We will let you know if we plan to make any changes concerning the addition or replacement of any sub-processors before we make the change.

When we engage a sub-processor, we will ensure that we have a written contract in place with the sub-processor that sets out the same data protection obligations on the third party as are set out in this clause (or substantially on that sub-processor's standard terms of business), in particular providing sufficient guarantees to implement appropriate technical and organisational measures to ensure that the processing will meet the requirements of the relevant Data Protection Legislation.

If we appoint a sub-processor, we remain fully liable to you for the performance of the sub-processor data protection obligations.

As of the date of these Terms, we engage the following sub-processors: Amazon Web Services (AWS) for cloud storage and computing services, Digital Ocean for cloud infrastructure, OpenAI for artificial intelligence and machine learning capabilities, Retro Kit for data analytics, and Bank of Ireland (BOI) for handling SEPA payments².

1.13 International transfers

If we need to transfer any personal data outside Ireland (for example, if our service providers store personal data on servers outside Ireland) we will ensure that appropriate safeguards are in place to keep the data secure, and that effective legal remedies are available for data subjects, or that there is an 'adequacy decision' (as defined in the Data Protection Act 2018). If we need to transfer any data, we will comply with our obligations under the relevant Data Protection Legislation to provide an adequate level of protection to any personal data that is transferred.

END

² Adem, you can simply list the names here – you don't have to elaborate to list what function they serve. Merely here to give you the option.

Customer Payment Flow Example

Single Bill Payer -

1. Customer signs up to Onebill on their chosen Onebill subscription plan
2. Customer signs LOA and signs Direct Debit mandate
3. Customer submits old billing data within the portal
4. OneBill contacts customers existing suppliers
5. Suppliers send OneBill your bills
6. OneBill creates a payment plan based on your tariff and usage that includes all your bills and subscription plan. This is viewable in your portal anytime.
7. OneBill Direct Debit covers the cost of your utilities as well as your subscription fee in a prorata form based on your chosen billing cycle.
8. OneBill continues to work for you in the background daily, as a better deal is available you'll be switched automatically if you've requested this service, your budget plan will be updated and so will your Direct Debit

House Sharing Multiple Bill Payers -

1. Lead customer signs up to Onebill on their chosen Onebill subscription plan
2. A 2nd customer / sharer at the same address signs up to OneBill and they will be asked if they wish to split the bills with another user or keep their bills separate. This will repeat for each additional customer / sharer who signs up at this address.
3. The lead customer has to accept each additional customer / sharer to enable the bill sharing within the portal.
4. All customers sign LOA and sign individual Direct Debit mandates for their share of the bills and their subscription plan fee.
5. Lead customer submits old billing data within the portal
6. OneBill contacts customers existing suppliers
7. Suppliers send OneBill your bills
8. OneBill creates a payment plan based on your tariff and usage that includes all your bills and subscription plan. This is viewable in your portal anytime. This will be split between all the sharers based on the percentage split setup within your portals. Each user will have a direct debit to pay for their share of the bills.
9. OneBill Direct Debit covers the cost of your utilities as well as your subscription fee in a prorata form based on your chosen billing cycle.
10. OneBill continues to work for you in the background daily, as a better deal is available you'll be switched automatically if you've requested this service, your budget plan will be updated and so will your Direct Debit
11. If one or more sharing customers fails to pay their share of the bill, the other sharers will be liable for the outstanding amount. This could, depending on the service, mean that some services are suspended and stop working until the payments have been brought up to date.

Landing Page text

Please take a moment to carefully review the Letter of Authority, our Terms and Conditions, and the Direct Debit mandate. These documents are essential in establishing the framework of our services and your agreement with us. To proceed, you must accept these documents by ticking the corresponding boxes. By doing so, you are not only agreeing to the terms but also authorising OneBill to apply your electronic signature to these documents on your behalf. Furthermore, your acceptance constitutes permission for OneBill to initiate contact with suppliers to obtain preliminary quotations tailored for you. It's important that you understand and agree to these documents before giving your consent.