



Keypad+ App

1. Background

- 1.1 These are the terms and conditions which govern the use of the Power NI Keypad+ mobile application (the “Keypad+ App”).
- 1.2 Using the Keypad+ App with a NIE Networks Bluetooth Freedom Unit (**Unit**), which must be installed first, will allow you to view your meter balance; your usage information (both real time and historical); top up your keypad meter; and set balance thresholds to alert you if your meter balance is low.
- 1.3 These terms and conditions are in addition to Power NI's standard terms and conditions which govern your existing agreement with us. If there is any conflict between these terms and conditions and Power NI's standard terms and conditions, then Power NI's standard terms and conditions shall prevail except in relation to limitation of liability which is set out in detail below.

2. Information about us and contact details

- 2.1. The following definitions apply to this Agreement
 - 2.1.1. “**Agreement**” means the terms and conditions set out in this document.
 - 2.1.2. “**We**”, “**us**” or “**our**” means Power NI Energy Limited t/a Power NI.
 - 2.1.3. “**You**” or “**Your**” means the Power NI account holder.
- 2.2. You can contact us by telephoning our customer service team on **03457 455 455** Monday to Friday between the hours of 8am to 7pm.

3. Eligibility

- 3.1. In order to use the Keypad+ App, you must:
 - 3.1.1. have a NIE Networks Bluetooth Freedom Unit installed;
 - 3.1.2. be a customer of Power NI;
 - 3.1.3. adhere to this Agreement;
 - 3.1.4. download the App; and
 - 3.1.5. have an Android or iOS smartphone with an up to date operating system. One will not be provided for you.
- 3.2. You can only use the Keypad+ App to connect to a keypad meter at a premise for which you are the registered account holder OR have the registered account holder's permission. If you move premises, you must remove the access to your keypad meter at your previous address from your Keypad+ App.
- 3.3. The Keypad+ App is only for use by Power NI customers, if you leave Power NI or no longer require the functionality provided by the Keypad+ App you must delete the Keypad+ App.

4. Equipment

- 4.1. Upon acceptance of this Agreement you will need to:-

- 4.1.1. Agree to an appointment with NIE Networks Limited to replace your existing Freedom unit with the new Unit which will require NIE Networks Limited having access to your property;
 - 4.1.2. download the Keypad+ App from either the App or Play store via the link provided by Power NI; and
 - 4.1.3. pair your smart device with the Unit by entering in a 6 digit code provided via the Keypad+ App on your device.
- 4.2. Upon installation of the Unit you will assume and bear the risk of all damage to the Unit.
 - 4.3. You shall provide NIE Networks Limited all access required in connection with the installation, reinstallation and removal of either the Unit or the existing Freedom Unit as required from time to time.

5. The App

- 5.1. You agree that we may update the Keypad+ App without notice and this may require you to install an updated version of the Keypad+ App from time to time. Any updates will be aimed at improving the performance and design but will not be responsible if an update affects how the Keypad+ App works caused by your own equipment not supporting the update.
- 5.2. Using the Keypad+ App and the Unit should enable you to
 - 5.2.1. view your meter balance
 - 5.2.2. view your usage information (both real time and historical);
 - 5.2.3. top up your keypad meter; and
 - 5.2.4. set balance thresholds to alert you if your meter balance is low.
- 5.3. Power NI will provide online help information on correct usage of the Keypad+ App.
- 5.4. If the meter read information is inaccurate or incorrect (for any reason), the standard Power NI terms and conditions in relation to supply will apply.

6. Data Protection

- 6.1. Protecting our customer's personal data is important to us. Please see our Privacy Statement set out in the Appendix to this Agreement for details of how we collect, use, store, share and protect your personal data in compliance with Data Protection legislation.
- 6.2. You also acknowledge and agree that the Keypad+ App will automatically download and forward to Power NI your meter readings, balance, usage information (both real time and historical), Keypad+ App and meter events that support the pairing and connection to the Unit, low credit alerts, the download of meter readings and vending information. Power NI reserves the right to analyse this information and forward your meter readings onto the Network Operator.

7. Disclaimers

7.1. Warranty Disclaimer

- 7.1.1. You acknowledge that the Keypad+ App is being provided "as is" and Power NI expressly disclaims all warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement relating to the Keypad+ App to the extent legally permitted.
- 7.1.2. Power NI has the right to unilaterally restrict access to, suspend or abandon the Keypad+ App at any time, on notice, without any obligation or liability to you.

7.2. No Warranty

- 7.2.1. Power NI gives no warranty that the Keypad+ App's operation will be uninterrupted, reliable, accurate, available, error-free or free from unauthorised access.

7.3. Acknowledgement

- 7.3.1. You acknowledge and agree that:-

7.3.1.1. the provision of the Keypad+ App and its operation are dependent upon third party providers. Power NI is not responsible for any act or omission or the availability or quality of any products or service provided by such third parties to the extent legally permitted; and

7.3.1.2. in no event will Power NI be liable to you or any third party for damages of any kind arising out of the installation or use of or inability to use the Keypad+ App.

8. General terms

8.1. Restrictions on Use

8.1.1. The Keypad+ App is to be used solely for personal and domestic use in accordance with this Agreement and must not be resold.

8.1.2. You must not:-

8.1.2.1. repair, modify, alter or improve the Keypad+ App;

8.1.2.2. reverse engineer, decompile, adapt or alter the object code used to provide the Keypad+ App.

8.2. Assignment

8.2.1. You shall not assign any of your rights or obligations under this Agreement without the prior consent of Power NI.

8.2.2. Power NI may at any time assign any of its rights and obligations relating to the Keypad+ App, the Unit or this Agreement to a third party.

8.3. Severability

8.3.1. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be removed and the remainder of this Agreement shall continue to apply as if that provision were not included.

8.4. Governing Law

8.4.1. This Agreement will be governed by and construed in accordance with the laws of Northern Ireland whose courts shall have exclusive jurisdiction.

8.5. Liability for Loss or Damage

8.5.1. We only supply the Keypad+ App for domestic and private use. We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement.

8.5.2. We will not be responsible for:-

8.5.2.1. use of the Keypad+ App not in accordance with instructions;

- 8.5.2.2. any costs, loss or damage that you suffer as a result of not using the Keypad+ App in accordance with instructions or by problems caused by your smartphone, device or connectivity (Bluetooth, mobile or wi-fi);
- 8.5.2.3. any costs, loss or damage that you experience by unauthorised use of your Unit or your account, for example if your smartphone or login details are lost or stolen. We advise you to keep your login details secret and to use PIN protection on your smartphone to prevent unauthorised use of your Keypad+ App;
- 8.5.2.4. any costs, loss or damage you experience as a result of you, or anyone else, tampering with, decompiling or reverse-engineering the Keypad+ App; or
- 8.5.2.5. any indirect, consequential or unforeseeable loss nor for any loss of profit, loss of goodwill, loss of business, business interruption, or loss of business opportunity.

8.5.3. We do not exclude or limit our liability where it would be unlawful to do so. This includes liability for:

- 8.5.3.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
- 8.5.3.2. fraud or fraudulent misrepresentation;

8.5.4. Our liability to you shall be limited to £1,000 for any incident or series of related incidents.

8.5.5. If defective digital content which we have supplied, via the Keypad+ App, damages any of your devices or digital content, we will not be liable for damage which you could have avoided by following our advice to apply an App update offered to you or for damage which was caused by you failing to correctly follow installation instructions or to have in place any advised minimum system requirements. Any damage that is caused to your device or digital content and which is directly attributable to a breach of our obligations under these terms and conditions, shall be subject to our liability cap as set at clause 8.5.4.

8.6. Delay

8.6.1. If we delay in taking any steps against you in respect of any breach of these terms and conditions, that will not prevent us from taking steps against you at a later date.

8.7. Third Parties

8.7.1. Nobody other than you can benefit from these terms and conditions.

9. Entire Agreement

9.1. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings (both oral and written).

9.2. This Agreement may be modified by us providing not less than 7 days written notice of any amendment to you (such notice may be by way of email or an appropriate alert in the Keypad+ App), otherwise this Agreement may only be modified or any rights under it waived, in writing and signed by the parties.

APPENDIX

PRIVACY STATEMENT

1. Introduction

Protecting our customer's personal data is important to Power NI. This Privacy Statement sets out how we collect, use, store, share and protect your personal data in compliance with Data Protection legislation.

1.1 Company Information

Power NI Energy Limited trading as Power NI, a company registered in Northern Ireland with the company registration number NI027394 and having our place of business at Greenwood House, 64 Newforge Lane, Belfast, BT9 5NF. Power NI is part of the Energia Group, the leading independent energy company in the all-Ireland market. Further information can be found at www.powerni.co.uk or www.energiagroup.com.

1.2 Contact us

If you have questions as to the manner in which your personal data is being handled or if you require any further information you can contact the Data Protection Officer using the details below by writing to the Data Protection Officer, 64 Newforge Lane, Belfast, BT9 5NF or emailing dataprotection@powerni.co.uk.

1.3 Protecting your Information

We are committed to protecting your personal data and to implementing appropriate technical and organisational security measures to protect it against any unauthorised or unlawful processing and against any accidental loss, destruction, or damage.

2. Data we Collect

In order to provide the Keypad+ App solution we need to collect a number of categories of personal data. We obtain this data through the registration process, marketing or through the on-going management of your account. We cannot provide you with these services unless we have the necessary information. These personal data categories include:

Name, address, contact details such as telephone number, mobile phone number, email address, property details, meter readings, balance, energy usage (both real time and historical) and Keypad+ App and meter events that support the pairing and connection to the Unit, low credit alerts, the download of meter readings and vending information

3. How we use your Information

We will use your personal data for the provision and monitoring of the services, to manage your account, provide customer support, improve our products and services, marketing (in accordance with your marketing preferences), research and data analysis and to meet our regulatory and licence requirements.

This processing will be undertaken as necessary for the performance of your contract, with your consent, where necessary to comply with our legal obligations or necessary for our legitimate interests or those of a third party to better manage your account, provide the appropriate services and support, continually improve our processes and products and provide you with the best customer experience.

4. Sharing your Information

We may share your personal data within Power NI, the Energia Group, and with other parties such as the Keypad+ App developer and Network Company Northern Ireland Electricity Networks Ltd (NIEN) in order to meet our Licence and Regulatory requirements.

5. Retention of your Information

We will retain your personal data only for as long as is necessary for the purposes for which it was collected and in order to meet the legal and business requirements of managing your customer account and experience with us. In particular:

- We will retain personal data that is necessary for us to provide you with the product and service that you have requested or purchased for as long as it takes us to provide that product or service;
- We will retain the analytical information such as Keypad+ App and meter events that support pairing and connection to the Unit, low credit alerts, download of meter readings, usage information and vending information for no longer than 5 years after you discontinue using the App;
- We will retain your contact details for marketing purposes for as long as we have your permission to send you marketing information or for as long as we are permitted to do so, subject to your right to object at any stage;
- We will retain any financial transaction information for seven years after the date of those transactions; and
- We will retain other personal data necessary for us to do so to comply with our regulatory and legal requirements.

6. Your rights

The General Data Protection Regulation provides you with a number of rights under the legislation as a data subject. We will respond to your requests within one month of the receipt of your request or inform you in circumstances where an extension may be required.

6.1 Right of access. You have the right to be provided with details of the processing of your personal data and to obtain a copy of the personal data we hold about you, subject to applicable exemptions under data protection legislation. In order to make an access request please email dataprotection@powerni.co.uk or write to the Data Protection Officer, 64 Newforge Lane, Belfast, BT9 5NF.

6.2 Right to rectification. If the personal data we hold on you is inaccurate or incomplete you have the right to rectify such personal data and we would encourage you to ensure the personal data we hold on you is kept as up to date and accurate as possible.

6.3 Right to erasure. In certain circumstances you have the right to request the deletion of your personal data where there is no compelling reason for us to continue processing it. In order to make a deletion request please email dataprotection@powerni.co.uk or write to the Data Protection Officer, 64 Newforge Lane, Belfast, BT9 5NF.

6.4 Right to restrict processing. In certain circumstances you can request the restriction of the processing of your personal data where you contest the accuracy of the information; where you object to processing which is based on legitimate interests; where the processing is unlawful and you wish to restrict the processing rather than seek erasure; or where we no longer require to retain your personal data but you wish the personal data to be held while you establish, exercise or defend a legal claim.

6.5 Right to data portability. In circumstances where the personal data you have provided to us in a structured, commonly used and machine readable format is based on your consent or for the performance of the contract and where the processing is carried out by automated means you have the right to request that such personal data be provided to you or transmitted directly to another organisation.

6.6 Right to withdraw consent. If we are processing your personal data on the legal basis of consent you have the right to withdraw your consent at any time. If you withdraw your consent we will no longer be

able to carry out processing based on your consent. However by withdrawing your consent it does not invalidate any processing which was undertaken prior to the withdrawal of your consent.

6.7 Right to object to processing. You have the right to object to processing based on legitimate interests and to direct marketing (including profiling for the purpose of direct marketing).

Where we have indicated that we are processing your personal data based on legitimate interest you are entitled to object to such processing on grounds relating to your particular situation. We will stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing which overrides your interests, rights and freedoms or where the processing is necessary for the establishment, exercise or defence of legal claims. If you wish to object to receiving direct marketing please use the provided opt-outs or contact us to do so.

6.8 Automated decision making including profiling. You have the right not to be subject to automated individual decision making, including profiling, which produce legal effects concerning you or similarly significantly affects you unless it is necessary for the entry into or performance of a contract, authorised by EU or member state law; or based on your explicit consent.

6.9 Right to lodge a complaint. You have the right to lodge a complaint with the Information Commissioner's Office: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or Tel: 0303 123 1113.