

# Energy View Terms and Conditions of use



These terms and conditions of use ("Special Conditions") are supplementary to any other terms and conditions of use on our website. They specifically cover functionality of our service ("Energy View"). Should there be any contradiction between these Special Conditions and the EDF Energy Customers Limited ("EDF") website ([www.edfenergy.com/business](http://www.edfenergy.com/business)) terms and conditions of use, these Special Conditions shall prevail.

These Special Conditions apply to all User Organisations. (A "User Organisation" is the business organisation using Energy View. For the avoidance of doubt the individual who accesses Energy View information represents the business organisation that is the User Organisation of Energy View). If any individual accessing Energy View does not have the authority to agree on behalf of the business organisation that they represent that their business organisation be bound by these Special Conditions as User Organisation then that individual must not access Energy View. Any individual accessing Energy View agrees on behalf of the business organisation that they have the authority to represent and to bind their business organisation as User Organisation to these Special Conditions.

These terms and conditions govern the use of our website by the User (as defined in paragraph 3 below); by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

## 1. Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print and download extracts from the website for your own use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website.

## 2. Commercial use

Energy View and its features are available

for use by EDF Energy business customers or business users only. By using Energy View, you confirm that you are not acting in an individual or domestic capacity. Energy View provides data for illustrative purposes and the accuracy of the data should be checked before making commercial decisions based upon it.

## 3. Controlling access to your Energy View Account

We follow a process to verify that the individuals requesting access to our customer' account information via Energy View represent a User Organisation that we recognise as one that should have access to the information. Individuals will not be given access to a particular Energy View account if we are not satisfied that they should have access to that account.

When we are satisfied that the user should be able to access Energy View, we will issue a username and password to the specified user (the "User"). When the User is logged on using the allocated username and password, we will carry out all appropriate instructions given to us by the User via this site, including allowing access to account information shown or requested.

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

## 4. Security of your Energy View account and information will only be accessible by the User by a secure password protected section of our website.

We will only allow the User to log in and access the relevant Energy View account by entering the allocated username and password. It is the User's responsibility to keep the username and password secure at all times. The User must ensure that nobody else has knowledge of the username and password (including our Account Administrators). For the User's own administrative and security purposes the User may change the password.

If the User forgets the password then the User should use the "forgotten my password" function on the Energy View login page to have this

emailed to them.

For your protection we will block your account if you enter your log on information incorrectly five times. If we block your account, access will be blocked for 30 minutes. If you are still unable to log on you will need to contact Customer Services.

## 5. User generated content in these terms and conditions, means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

## 6. Ending access to your Energy View Account

We reserve the right to discontinue and/or delete the User Energy View account for reasons including but not limited to the following: the account has not been accessed for longer than 6 months; a duplicate account has inadvertently been set up; or if the User Organisation is no longer our customer and the final bill has been paid.

Where possible we will notify you using the contact information held in your Energy View profile. If we are still the User Organisation's energy supplier, this will not affect the energy supply.

## 7. Alterations and availability

We reserve the right to modify or withdraw, temporarily or permanently all or any part of Energy View at any time and will not be liable for any modifications; and while we make every effort to ensure Energy View is available during the core hours of 8:30am-17:30pm on

any business day GMT, we will not be liable if for any reason Energy View is unavailable at any time or for any period. Access may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### 8. Application for products and services

Products and services described on Energy View are subject to change or removal without notice.

#### 9. Cookies

We use session-based cookies (a small piece of computer code) on our website, which are used to build and customise the pages viewed on our website according to the options selected. They also help us understand the website usage which allows us to improve the design, layout and functionality of our site. We do not use cookies to track information on people who use our website. "Session-based" means the cookies are deleted when the browser is closed.

One of the cookies we use is essential for parts of the site to operate and has already been set. You may delete and block all cookies from this site, but parts of the site will not work. To find out more about the cookies we use and how to delete them, see our Privacy Policy.

#### 10. Limitation of liability

We do not accept liability for the accuracy, completeness of, or any use of the "Data" or reliance placed upon it by the User Organisation or any third party. We use the term "Data" to mean all information contained within the User Organisation's Energy View account. You agree

on behalf of the User Organisation that you represent to release us from any liability to the User Organisation that you represent should we inadvertently disclose any Data to any third party.

#### 11. Indemnity

You agree on behalf of the User Organisation that you represent fully indemnifies us, our officers, directors, employees and agents harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, arising out of any breach of these Special Conditions by the User Organisation or any person authorised by the User Organisation to use Energy View, or the use by any other person accessing Energy View using the User password and username and/or the User's personal information.

#### 12. Breaches of these Terms and Conditions

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court

proceedings against you.

#### 13. Privacy Policy

Our Privacy Policy is posted on our website ([www.edfenergy.com/terms-conditions/privacy-cookie-policy](http://www.edfenergy.com/terms-conditions/privacy-cookie-policy)).

#### 14. General

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.