

### **Terms of Service ('Terms')**

This application and/or website is owned and operated by The Efficient Energy Power Company bvba, Diksmuidse Heirweg 12, 8210 Zedelgem. (hereinafter EEPC) These terms of service cover the websites and application of EEPC which can be accessed through mobile carriers.

Please read these Terms of Service ('Terms', 'Terms of Service') carefully before using the EEPC App (the 'Service').

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms.

### **In general**

Any use of the websites or application of EEPC is subject to these conditions. The mere use of the website and/or application implies that the user fully and irrevocably accepts the conditions contained herein to use the website and the products and services that are offered.

It may be that certain parts or the use of certain functionalities (such as the EEPC application) are accessible only on the condition that you provide certain personal information. You warrant that the information you provide is accurate and complete. Communicating false information or data belonging to third parties may lead to the user, either temporarily or permanently, any access, in whole or in part, is denied to the websites of EEPC.

### **Purchases**

If you wish to purchase any product or service made available through the Service ('Purchase'), you may be asked to supply certain information relevant to your Purchase including your full name, address and email.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by EEPC. EEPC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that EEPC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Copyright**

The website, application, logo, visuals and other content is property of The Efficient Energy Power Company bvba (EEPC) and protected by copyright law.

All logo's, text, photographs, drawings, graphics, images, sound, data, databases, software, names, trade and domain names, and all other components of the websites and application of EEPC are copyrighted works, and perhaps they are also protected differently. The websites themselves are also protected by copyright, as well as a database.

The user acknowledges that all relevant rights including intellectual property rights belonging to EEPC.

None of these components or the websites themselves nor information offered on the websites or in the application (other than required to view the website or application), may be stored, reproduced, modified, published, distributed, transmitted, sold, transferred to third parties or by any otherwise used, unless EEPC has given prior written authorization.

### **Privacy**

The Service collects some Personal Data from its Users.

More detailed information about the policy of EEPC regarding the protection of personal data and the collection of information in an automated way can be found in our Privacy Policy.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. The amended terms will automatically take effect after publication.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **Availability of the websites and application**

EEPC makes every effort to ensure a high availability of the websites and application but cannot guarantee that they are available at any time, or that no disturbances or interruptions will occur. EEPC reserves the right at any time and without notice to interrupt access to the site for technical or other reasons, or swearing services. EEPC cannot be held liable for disruptions or interruptions or errors in the electronic deliveries nor can they lead to refunds or price adjustments or other compensation, except in cases of intentional mistakes of EEPC.

## **Damage**

EEPC is in no way liable for any temporary or permanent damage or defects in the data, computer, smartphone or tablet of the user by using the websites and application. EEPC is not liable for any transmission of viruses through the websites.

EEPC cannot be held responsible for possible security breaches.

EEPC is not liable for any costs or damage resulting from improper use of the application.

## **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Access to our Service can also be terminated in case of abuse of your account.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us via [privacy@eepc.info](mailto:privacy@eepc.info).