



Online Account Management Service “My Account”

Terms and Conditions of Use

Revision 1 30/11/2020



Terms and Conditions of Use of Customer Portal

1.0 Who we are and how to contact us

These terms and conditions (the “Terms and Conditions”) govern your use of the Customer Portal / My Account, property of Flogas, with its registered address at Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth, Ireland A92 T803 (“Flogas” or “we”).

If you have any questions in relation to these Terms and Conditions, you can contact Flogas by emailing the following address: customersupport@flogas.ie.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

2.0 Terms and conditions

By registering to the Customer Portal you are opting in to agree to receive your bill electronically and your postal bill will discontinue.

These Terms and Conditions govern your use of the Customer Portal. When you create an account and use the Customer Portal, you agree to these Terms and Conditions. These Terms and Conditions constitute an agreement between you and Flogas in relation to your use of the Customer Portal.

The Customer Portal allows Flogas customers who register as users (hereinafter, the “Users” or “you”) to access information online relating to your Flogas account and other services as we may introduce from time to time.

These Terms and Conditions relate solely to the registration and use of the Customer Portal. The products and services provided by Flogas (the “Services”) through the Customer Portal will be governed by the General Terms and Conditions and/or Product Specific Terms and Conditions of each product or service we provide to you.

These Terms and Conditions, together with our Privacy Policy (and any other additional terms of use that are incorporated and referred to in these Terms and Conditions), regulate your use of our Customer Portal.

3.0 Registration procedure

Access to the Customer Portal and its subsequent use will require the User to register and create an account by entering their personal details in the registration form (specifically, their Flogas registered email).

The acceptance of the Terms of Use of the portal is a necessary condition to register as a User of the Customer Portal. Please keep in mind that any personal data that you provide during the registration process and through your use of the Customer Portal will be treated in accordance with the provisions of our Privacy Policy.

It is your responsibility to ensure your data is up to date with Flogas. During the registration process Flogas will record your mobile number for security and verification purposes only.

You must keep your Log-In Details confidential at all times. If you think your account has been hacked; or you note unauthorised use of your Log-In Details has taken place; or you have lost your Log-In Details you must notify us straight away by contacting the Customer Care Team at customersupport@flogas.ie.

Flogas reserves the right to cancel or restrict access to the Customer Portal with respect to certain Users, to monitor any misconduct that would be contrary to these Terms and Conditions and applicable legislation.

4.0 Rules of use of the Customer Portal

Flogas may also restrict access to the Customer Portal to certain Users for justified reasons related to the implementation of appropriate security mechanisms in order to ensure the proper functioning of the Customer Portal and / or where there is any suspicion of an unauthorised or fraudulent use of the Customer Portal. In this case, customers will receive their bills by post.

All data is collected by Flogas in compliance with GDPR and the relevant Data Protection Acts. We will only use your data for the purposes to which it was collected and we will respect your rights and privacy in relation to your data at all times. More details about our approach to data protection and how to opt-out of marketing are at <https://www.flogas.ie/privacy>

If you use the Customer Portal, you acknowledge and accept these risks. You are solely responsible for any damage that results from your use of the Customer Portal including, but not limited to, any damage to your computer system or loss of data. When using the Customer Portal, you agree not to upload any content:

- that is private or confidential information (except in those cases clearly authorised) or that is unlawful, false, misleading or inaccurate;

- that infringes any rights of Flogas or any other person including intellectual or industrial property;
- that constitutes a breach of any legal or regulatory rule or that is prohibited for any other reason;
- of a racist, xenophobic, pornographic or illegal nature, that promotes illicit activities or that violates human rights or may be offensive for some reason;
- that refers to information about other websites or domains; or
- that contains malware (instructions capable of damaging computer or security systems, equipment and the information they contain), worms or other potentially harmful computer programmes or files.

Where you are aware that a third party has uploaded content in violation of the restrictions outlined above, you must notify us immediately by contacting the following email address: customersupport@flogas.ie. The User shall be liable for damages of any kind that Flogas may suffer, directly or indirectly, as a result of the User's failure to comply with the obligations and rules of use set out in these Terms and Conditions.

You further acknowledge that there may be times when the Customer Portal is unavailable for you to use due to maintenance, repairs or upgrades to our systems or the systems of any party we use to provide the Customer Portal. Limitation of liability Flogas does not accept any responsibility to the User, nor to third parties, for damages arising from unauthorised use of the Customer Portal, or that are the result of a direct breach of these Terms and Conditions, the Privacy Policy and/or any recommendations or instructions provided by Flogas from time to time.

Flogas will use reasonable skill and care in providing access to the Customer Portal and in keeping an error-free environment, but we cannot guarantee (and the User hereby acknowledges) that the Customer Portal will always function without disruptions, delays, or imperfections (“Interruptions”). Flogas waives all liability (and you hereby release and waive all claims Flogas, and its affiliates, officers and employees) for any damages that may be caused as a result of such Interruptions.

Flogas cannot guarantee the absence of viruses, worms or other potentially harmful programmes that may produce alterations in the software or hardware of the User arising from your use of the Customer Portal. You hereby acknowledge that you are solely responsible for any damage that results from the use of Customer Portal including, but not limited to, any damage to your computer system or loss of data.

5.0 Hyperlinks

The Customer Portal may use hyperlinks to other websites that are not owned, edited, controlled, maintained or supervised by Flogas. Flogas will not be responsible for the content that such websites contain.

The content contained on these websites is the responsibility of the respective website owners, and Flogas does not endorse, nor does it approve of such content. Flogas is not in any way responsible for the content of any externally linked website or webpage.

You use or follow these links at your own risk, and Flogas is not responsible for any damages or losses incurred or suffered by you arising out of or in connection with your use of the link.

Please be mindful that when you click on a link and leave our website you will be subject to the terms of use and privacy policies of the other website that you are going to visit. Those Users wishing to establish hyperlinks to the Customer Portal must refrain from making false, inaccurate or incorrect statements about Customer Portal or its contents.

Under no circumstances shall the User state (expressly or by implication) that Flogas authorises the hyperlink, or that it, in any way, supervises, approves, recommends or assumes responsibility for the contents or services offered or made available on the web page containing a hyperlink to the Customer Portal.

You must always obtain the prior written approval of Flogas before creating a hyperlink in any form from a third-party website to the Customer Portal. Flogas may or may not give such approval at its absolute discretion. Flogas is not responsible for the setup of any hyperlink from a third-party website to the Customer Portal.

Any links so set up shall not constitute any form of cooperation with, or endorsement by, Flogas of such third-party website. Flogas is not liable for any loss or damage incurred or suffered by you or any third party arising out of or in connection with such links.

Terms and Conditions of Use of Customer Portal

6.0 Termination and duration

These Terms and Conditions (and all other applicable policies relating to your use of the Customer Portal), will remain in force and will be binding from the time you register as a user of the Customer Portal. In case of a breach of these Terms and Conditions by the User, we may temporarily block your access to the Customer Portal and revert you to postal billing.

In the event that such a breach is serious or persistent (that is, when it is not remedied within ten (10) days of its notification to the User), we may proceed to cancel it as a user of the Customer Portal, without prejudice to any claim for damages that Flogas may otherwise have in respect of such breach.

7.0 Jurisdiction and applicable law

The laws of the Republic of Ireland will apply to: (i) these Terms and Conditions and the relationship between you and Flogas; and (ii) any claim, cause of action, or dispute you may have against us that arises out of or relates to the use of the Customer Portal ("Claim"). You agree that any Claim must be resolved in a competent court in the Republic of Ireland and that Irish law will govern these Terms and Conditions and any Claim, without regard to conflict of law provisions.

8.0 Complaints

To make a complaint, you can contact us at 041 214 9500 or email info@flogasnaturalgas.ie. Alternatively, you can contact us by letter, our postal address is Flogas Natural Gas, Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth.

If you contact us in writing, we guarantee that we will acknowledge your complaint within 5 working days of its receipt and we will respond within 20 working days. We aim to resolve all complaints as quickly as possible and in the case of more complex complaints within 20 days. If you contact us by telephone, we aim to resolve your complaint during the call. If this is not possible we will provide you with a contact name and a time frame within which you will receive a response. In some cases, it may not be possible to resolve your complaint within 20 working days from receiving the complaint. In this case, we will contact you and agree a time frame with you, we will also give regular updates. If we were at fault, we will apologise to you.

Where we have been able to resolve your complaint we will provide you with a clear outcome of the complaint, including the relevant explanation surrounding the complaint and where appropriate a relevant form of redress will be confirmed and applied. Where the customer's account is closed or there is no account with Flogas, payments shall be forwarded to the nominated payee at the nominated address via cheque payment.

If you believe we have not resolved your complaint you may refer your complaint to the Commission for Regulation of Utilities (CRU) for further review. Where the CRU has issued a direction for compensation or redress Flogas will make payment to the customer within 14 days or within one billing period where compensation or redress is in the form of an energy credit to the customer's account. Where the customer's account is closed or there is no account with Flogas, payments shall be forwarded to the nominated payee. The Commission will only review your complaint if you have completed the full Flogas complaints process and they have confirmed same with us. CRU's Energy Customers Team Phone: 1890 404 404 Email: customer@cru.ie Post: Energy Customers Team, Commission for Regulation of Utilities, The Exchange, Belgard Square North, Tallaght, Dublin 24. Any decision made by the CRU is binding and will be implemented within 10 working days.

9.0 Changes to these Terms and Conditions

These Terms and Conditions, as well as the content, design, and organisation of the Customer Portal, may be revised and / or modified at any time. In case of revision or modification of the Terms and Conditions, the revised wording will be published and will be accessible in the Customer Portal.

These terms of use of the customer portal may be revised and/or modified at any time. In case of the revision or modification of the Terms and Conditions of use, notice of same shall be published via the portal 28 days in advance of the change becoming effective

Your continued use of the Customer Portal constitutes acceptance of any changes. If you are not satisfied with the changes, you can request your bills be sent via post by filling in an enquiry on "My Account" or contacting Customer Support on 041 214 9500.