

TERMS OF USE OF ELECTRONIC APPLICATION FOR POWER SUPPLY SUSPENSION SERVICE

Object and description of the Electronic Application for Power Supply Suspension Service-Definitions

1.1 Description

Protergia's online power supply suspension service¹ is available exclusively through the Website and enables each Protergia customer (the "**Customer**") to request electronically the interruption of the power supply of the Active Power Supply Account of its Facility² by the competent operator accompanied by a) a termination of the contractual relationship of power supply by Protergia or b) a customer relocation request (the "**Electronic Service of Power Supply Suspension**"). Upon commencement of the Electronic Service of Power Supply Suspension, the Customer acknowledges that he/she has taken knowledge and accepts these terms of use of the Service.

The use of the Electronic Service of Power Supply Suspension requires the Customer to fill in the necessary data for the identification of personal data³ according to an electronically standardized process. This process includes both the use of the Website - Application and the use of the mobile phone number. The request submission process for the electricity supply contract termination is completed in seven (7) steps as reflected in the Manual for Service use accompanying the terms herein. In summary, the procedure is as follows:

- The Customer enters in the Application his/her VAT number and the Facility Supply Account Number, as (these) have been legally notified by said Customer to Protergia and are kept in its file.
- The Customer requests through the Application to be sent a unique number (code) to his/her mobile phone number.
- The Customer fills in the unique number (code) in the Application received on the mobile phone number.
- The Customer confirms in the Application the Facility's Supply Account Number and the Facility's address for which a power supply suspension is requested.
- The Customer registers in the Application the desired date for power supply suspension in the Facility, within a predetermined time frame, and indicates if a relocation is desired. If no relocation is declared, it is presumed that the Customer wishes to terminate the contract/contractual relationship of power supply.
- The Customer optionally registers in the Application other requests/information to the supplier and/or to HEDNO.
- The Customer optionally registers in the Application the preferred IBAN to receive the statutory compensation from HEDNO in case of non-timely implementation of the request for power supply suspension by the latter.
- The Customer studies and confirms the data and information appearing in the Application and definitely submits the declaration/request for power supply suspension in the Facility.

Upon using the Electronic Service of Power Supply Suspension, the Customer is bound

¹ MYTILINEOS S.A (8, Artemidos Str, Maroussi, Attica GR-151 25).

² As defined in the electricity supply contract or electricity supply relationship.

³ See Information Sheet....

to comply with the provisions of the electricity supply Code to customers as in force (B' 832/2013), of the Law 4001/2011, the HEDNO legislation, as well as the generally applicable legislation.

1.2 Definitions

In these terms of use, the following words in bold fonts will have the meaning attributed to them, as follows:

Application: The whole or part or "step" of the standardized electronic form – process through which the online power supply suspension service is implemented.

HEDNO: the responsible Hellenic electricity distribution network operator.

Active Supply Account: Power supply account of a domestic and/or non-domestic Customer, who is represented by Protergia in the Greek electricity distribution network.

Website: Protergia's official website (www.protergia.gr) for the supply of electricity and natural gas.

HEDNO legislation: Any legislative, statutory and regulatory provisions that regulate the operation of the Greek electricity distribution network, including the management code of the Greek Electricity Distribution Network (B' 78/2017) as in force, the Manual of Meters and Measurements of the HEDNO Management Code (B' 370/2020 – RAE 30/2020) ("Meters and Measurement Manual"), the Meters Representation and Regular Clearing Manual (B' 4737/2020 – RAE 1443/2020) as applicable ("Meters Representation Manual").

2. General principles for the Service

2.0 The terms herein do not apply in case the power supply suspension of the Customer's Facility is due to the breach by the Customer of the contractual terms of power supply, including the default in respect of the payment of the Customer's debts.

2.1 Protergia is not liable if, for any reason, HEDNO delays or fails to take the necessary actions to interrupt the power supply of the Customer's Facility breaching therefore the Customer's Application.

2.2 Protergia may make use of/transmit to competent bodies and authorities the Application or part thereof, in order to demonstrate Protergia's compliance with the applicable regulatory framework.

2.3 The Service is offered free of charge on a 24-hour basis in the Greek language, for personal, non-profit use and strictly for the purposes provided for in these terms. By using the Service, the Customer/user shall agree to making a lawful and appropriate use of the Service. In the event of unlawful and/or use of the Service contrary to these terms herein, of/and of false statement within the Application, the relevant users of the Service shall be bound to compensate Protergia for any damage. Any non-exercise by Protergia of its relevant rights shall not imply waiver of such rights. The Service is provided by Protergia for an indefinite period and the Company may at any time cease its provision.

2.4 The user of the Service shall assume full and exclusive responsibility for the validity, accuracy and correctness of the data filled out. The use of the Service by the user implies acknowledgment of the penalties stipulated by law in case of inaccurate, incomplete or false statement. The user of the Service shall provide true, accurate and valid information where and as required for the identification needs by Protergia; the user acknowledges and accepts any liability to indemnify Protergia for any damage (incidental or consequential) due to the user's fault.

2.5 The Service, as well as any derivative thereof, is the intellectual property of Protergia or its licensors. With these Terms, Protergia grants you a non-exclusive, non-

transferable, freely revocable license to use the Service for your personal, non-commercial use only, and in accordance with the Terms herein. Under this license, it is forbidden to a) modify the Service, create a derivative work of the Service, disassemble it, transcribe it, decompile it, reproduce it, to (re)transmit, download, copy, in whole or in part, b) use the Service in order to create or promote, directly or indirectly, products or services that are competitive to Protergia, and c) grant further license, sell, transfer, assign, distribute; enter into an outsourcing and/or time-sharing agreement, commercially exploit, or make the Service available to any third party without the explicit permission by Protergia or its licensors. Protergia shall reserve all rights to the Service that are not expressly granted herein.

The users of the Service shall accept that Protergia is entitled to modify or/and temporarily or permanently discontinue all or part of the Service with/or without notice to users for maintenance or upgrade purposes or for a reason related to the behavior, use by any user or for any reason in accordance with these terms. The availability of the Service's functionality is likely to be affected by the availability of the Website or the Communications Network or the Internet or other causes not falling within Protergia's control or due to *force majeure* events.

2.6 Protergia shall not be liable under any circumstances for any claims of a legal nature or for any direct or indirect damage or costs, which may arise from the operation or non-operation, access, use or navigation to the Service or from the downloading of material, text, and other data included therein, including but not limited to any damage caused by viruses (viruses), errors in the program (bugs), induced by humans, any computer system or component, (hardware), software (software), program malfunction or any other error; omission or transmission delay from the computer or network connection.

Protergia will take any necessary action for the proper Service functioning, without guaranteeing that its functioning will be continuous, without errors or other technical problems. As a result of ongoing developments, the information contained in the Service may not always be fully up-to-date and, therefore, this information is provided on an "AS IT IS" and "AS AVAILABLE" basis. Protergia shall extend every effort to ensure that the information and content available through the Service is clear, accurate, comprehensive and as up to date as possible. In any case, Protergia shall not assume any liability vis-à-vis the user of the Service for any damage likely to have been incurred to the user due to lack of clarity, accuracy, completeness and/or due to non-updating the information provided. Therefore, Protergia shall assume no responsibility for any kind of damage (incidental or consequential, by negligence, contractual or other) arising from the use of the Service or the inability of users to access it, the closure of all or part thereof, the the delay, non-delivery, interruption or poor quality of its services, or the loss of its content or the existence of errors. Protergia will take any necessary action for the proper Service functioning, without guaranteeing that its functioning will be continuous, without errors or other technical problems.

2.7 The user agrees to use the Service in accordance with these terms. If the Service is used by the user results in the loss or damage of any third party which subsequently raises a claim against Protergia; the user shall be liable to compensate Protergia for all losses and/or damage arising from such a claim.

2.8 Every user of the Service shall undertake not to use it to conduct business or other activities, not to use it for the purpose of causing fraud, threat, disruption, harassment, harm; unnecessary concern or other unlawful act (e.g. vigilantism) to any third party or to Protergia or to any third party's or Protergia's commodity or to send false, offensive, defamatory, harassing, or obscene messages. The Service shall not be used by the users' nominees, minors and persons with limited or no legal capacity. Any use of the Service that involves breaching the privacy of a third party or promoting racist, intolerant or

hostile content, or sending unsolicited mail, junk email, spam email or chain email, or that entails violating property rights, or the applicable law shall be prohibited. It is prohibited to use the Service to perform an evaluation or availability test of the application, or to establish a network, or to check the system's "vulnerability," or to breach passwords, or to create a cryptocurrency or cyber currency.

2.9 Protergia shall extend every effort to ensure that the information and content available through the Service is clear, accurate, comprehensive and as up to date as possible. In addition, Protergia shall take all appropriate measures to maintain the confidentiality and secrecy the Service's conversations, as well as to protect the personal data of its users. A detailed reference is made to the Personal Data Protection Policy of the Service and to the Information Brochure for Personal Data Processing. The content of the conversation is stored on Protergia system and is maintained for five (5) years in Protergia's system.

2.10 For any question or clarification on the Service, users can contact Protergia via the following email address <https://www.protergia.gr/el/formaepikoinwnia>, or by phone at 18311, or by post to *St. Loukas & 1 Ikarou Str. Paiania 190 02, Athens*.

2.11 If any article of these terms is invalid or unenforceable, its invalidity or non-enforcement will not affect the validity and applicability of the remaining terms. These terms represent the entire agreement between each user and Protergia and govern the access and use of the Service on behalf of the users. Protergia may have in force additional terms of using the Service. These terms are interpreted in accordance with the Greek law. The courts of Athens shall have sole jurisdiction for the resolution of any dispute.