# Terms and Conditions of service nrg AI digital assistant

#### A. Introductory

- 1. The société anonyme under the name "NRG SUPPLY AND TRADING SINGLE-MEMBER ENERGY S.A." and the distinctive title "NRG SUPPLY AND TRADING S.A.", headquartered in Marousi, Attica, at the junction of 168 Kifisias Avenue and Sofokleous Street, with VAT No. 998102480, registered with the Athens Tax Office for Large Enterprises (hereinafter "nrg"), offers its customers the **nrg AI digital assistant service** (hereinafter the "Service"), through which each customer has the ability to receive information regarding nrg's products, as well as useful information related to their electricity and/or natural gas supply provided by nrg.
- 2. The use of the Service is governed by the present terms and conditions (hereinafter the "Terms"), which Users of the said Service (hereinafter the "User"/"Users") are invited to read carefully and to comply with. Furthermore, the use of the Service entails the User's acceptance of the terms and conditions of use of the nrg website (<a href="https://www.nrg.gr/en/terms-conditions">https://www.nrg.gr/en/terms-conditions</a>) and the privacy policy of nrg (<a href="https://www.nrg.gr/en/privacy-policy">https://www.nrg.gr/en/privacy-policy</a>). The use of the Service by any given User entails the unconditional acceptance of all the above. If a User does not agree with these terms, they must refrain from using the Service.

#### B. Use of the Service

- 1. The Service is strictly and exclusively intended for adult users. Use of the Service by minors without the consent of their parents or guardians is strictly prohibited.
- 2. The Service is provided exclusively in Greek and English.
- 3. Through the Service, each User may immediately and in real time, via message exchange, receive information relating either to nrg's products and services or to the User's electricity and/or natural gas supply represented by nrg.
- 4. For general information relating to nrg's products and services, the Service is provided without user identification. By contrast, receiving information connected to a specific electricity and/or natural gas supply requires the successful identification of the User.
- 5. The Service is designed to operate individually for each User. Simultaneous connection/use by more than one User is not offered.
- 6. The purpose of the Service is to make nrg's customer experience more enjoyable, by providing direct access to accurate information, to the extent possible, regarding nrg's available products and services, or information connected to each User's electricity or natural gas supply.

## C. Obligations of Users

- 1. Users must not, during their use of the Service, violate the Terms in any way, nor use the Service for illegal or immoral purposes, nor engage in any behavior that could in any way harm the interests of nrg and/or other Users of the Service, including third parties' right to privacy (e.g. unauthorized transmission of third-party information).
- 2. Users of the Service must comply with the rules and provisions of Greek, European, and international law, good morals, and the present Terms, and must refrain from any unlawful or abusive behavior that could affect other Users or third parties in general, cause damage or malfunction to the Service, and consequently cause harm or damage to nrg and its systems. Indicatively, Users must not send messages with content that is abusive, threatening, offensive, defamatory, terroristic, slanderous, obscene, or false.
- 3. If nrg suspects or determines that a User is attempting to use the Service in an immoral or illegal manner, it is entitled to refuse the exchange of information and data with the User and to partially or fully, temporarily or permanently, terminate the User's ability to use the Service, as well as to report the incident to the competent Authorities.

## D. Intellectual Property Rights

All content generated by the AI tool is protected by intellectual property rights. Reproduction, distribution, or modification of the content is not permitted without the written permission of the rights holder.

#### E. Limitation of Liability

nrg makes every effort to ensure that the information provided through the Service addresses Users' questions and is complete, accurate, and correct. Nevertheless, each User must be aware that the responses are given automatically through Artificial Intelligence (AI) technology, and therefore nrg bears no responsibility for any errors, omissions, or deficiencies in the information provided via the Service, and/or for delays, interruptions, or inability to transmit information, and/or for any damage caused to the User due to the use or inability to use the Service and/or the information received through it.

### F. Modifications of the Service and these Terms of Use

- 1. nrg reserves the right to modify the Service at any time, at its sole discretion, including but not limited to adding new or modifying existing features or options. Users will be informed of any new additions and/or modifications to the Service in any suitable manner, at nrg's sole discretion.
- 2. nrg unilaterally and unconditionally reserves the right to modify these Terms of Use of the Service at any time. Changes will be published on our website and will be effective from the time of publication. Any modification of the Terms does not require prior notice or consent from the User. Users must regularly check the Terms to stay informed about any changes, as well as about the latest applicable version.

## G. Suspension or Termination of the Service by nrg

nrg also unilaterally and unconditionally reserves the right to suspend and/or terminate the Service, and/or certain functions/options/features of it, at any time and for any reason, at its sole discretion, without observing any deadline, informing the Users of the Service in any manner it deems appropriate.

# H. Information/Consent to the Processing of Personal Data / Use of Cookies

- 1. For the receipt of general, non-personalized information about nrg's products and services, the use of the Service does not involve the collection or processing of personal data. In case of use of the Service for receiving general, non-personalized information, your chat history is deleted immediately upon closing your chat window.
- 2. Conversely, if you wish to use the Service to receive personalized information, namely information relating to your electricity or natural gas supply, then nrg will collect, with your consent, only those of your details necessary to identify you as the data subject of the relevant information. In case of use of the Service for receiving personalized information, your relevant chat will be stored in your electronic file and maintained throughout the duration of your cooperation with nrg, and after its termination, for as long as required until the limitation period of any claims by you or/and by third supervisory bodies against our company.
- 3. In any case, the use of the Service by a User constitutes their explicit declaration of consent, within the meaning of EU Regulation 2016/679 (GDPR), to the use of their personal data for the purpose of using the Service, as well as for the purposes of informing and communicating with them regarding the Service.

The Data Controller and Service Administrator is the company NRG SUPPLY AND TRADING SINGLE-MEMBER ENERGY S.A. – 168 Kifisias Ave. & Sofokleous, 15126 Marousi, Attica, tel. +30 2109606091, email: cs@nrg.gr.

Your personal data will not be disclosed to third parties for unrelated purposes. They will only be transmitted to entities affiliated with us, which, on our behalf and under our instructions, provide commercial, professional, or technical services required to serve the stated purpose, under the same guarantees that they will not process your data except under our instructions and on our behalf, and in accordance with applicable national and European law.

For more details and to exercise your rights arising from Articles 15–22 of the GDPR, you may contact the Data Protection Officer ("DPO") at dataprotection@nrg.gr. You may also visit our Privacy Policy at <a href="https://www.nrg.gr/en/privacy-policy">https://www.nrg.gr/en/privacy-policy</a>. Finally, you may also lodge a complaint with the Hellenic Data Protection Authority at <a href="https://www.dpa.gr">www.dpa.gr</a>.

4. The Service does not use or collect cookies for user identification.

#### I. Final Provisions

- 1. The Terms of the Service are posted on the website <a href="https://www.nrg.gr/en">https://www.nrg.gr/en</a> . If any provision is deemed invalid, such invalidity shall in no way affect the remaining terms and conditions of use of the Service.
- 3. Any dispute relating to the Service and these Terms shall be resolved by the courts of Athens.
- 4. Each User, by using the Service, waives the right to challenge the validity of these Terms, as well as any claim for compensation arising from or related to the Service.
- 5. Any delay by nrg in exercising a specific right shall not be deemed, nor may it be construed, as a waiver of that right.

Marousi, October 2025