

**1 THESE TERMS AND CONDITIONS APPLY TO THE GIVENERGY GIVBACK PROGRAMME**

1.1 The GivEnergy GivBack Programme (“**GivBack**”) is a service which allows your home’s Smart Energy Devices to participate in services that will generate ancillary revenue. GivBack contains two (2) ancillary Programmes:

1.1.1 **Grid Services Programme** (as described in more detail in clause 5) – Where we will access electricity balancing and flexibility Programmes offered to help stabilize the electricity grid and return a revenue to you.

1.1.2 **Carbon Credit Sales Programme** (as described in more detail in clause 6) – Where we will generate, issue and trade Carbon Credits on your behalf, which have been generated by the usage of Renewable Energy Devices and Smart Energy Devices within your property and return a revenue to you.

1.2 By accepting these Terms and Conditions you are confirming that you want to participate in GivBack, either in Grid Services or in Carbon Credit Sales or in both Programmes (as confirmed by your tick box selection in the App) and that you consent to your GivEnergy Product being utilised as required by the service or services that you elect to participate in.

**2 THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM**

<b>Version</b>	<b>Date</b>
1.0	26/06/2025

**3 DEFINITIONS AND INTERPRETATION**

The following definitions and rules of interpretation apply in these Terms and Conditions.

### **3.1 Definitions:**

- 3.1.1 **App** means either the GivBack app or another GivEnergy Software app;
- 3.1.2 **DCC** has the meaning given in 9.1.6;
- 3.1.3 **Carbon Credits** means a tradeable certificate or unit issued in accordance with the rules of an applicable carbon standard (such as, without limitation, Verra, Gold Standard or other OCROA assured standards body) relating to high integrity UK based voluntary emission reductions that is equivalent to one tonne of carbon dioxide equivalent (CO<sub>2</sub>e);
- 3.1.4 **Carbon Credit Sales Programme** means the services described in clause 6 for the trading of Carbon Credits;
- 3.1.5 **Energy Provider** means the provider of energy to your property;
- 3.1.6 **Enrolled Devices** means Smart Energy Devices that have been enrolled in GivBack;
- 3.1.7 **Events** has the meaning given in clause 5.2;
- 3.1.8 **GivBack** has the meaning given in clause 1.1;
- 3.1.9 **GivBack Commands** means electronic signals sent from GivEnergy servers to your Smart Energy Device(s) whether locally or via the internet;
- 3.1.10 **Good Cause Programmes** means the programme by which We will make the agreed percentage of the revenues achieved from the Carbon Credit Sales Programme, referable to your Renewable Energy Devices and Smart Energy Devices that will either be loaned or gifted to organisations, programmes and projects where the recipients will be high integrity partner organisations (details of the beneficiaries from time to time will be kept up to date on our website);
- 3.1.11 **Grid Services** has the meaning given in clause 5.1;
- 3.1.12 **Grid Services Programme** means the services described in clause 5;
- 3.1.13 **Partners** has the meaning given in clause 5.1;
- 3.1.14 **Programme Operators** has the meaning given in clause 5.1;

- 3.1.15 **Property** means a residential property that you own or lease;
- 3.1.16 **Renewable Energy Devices** means devices located on your Property that are capable of generating or storing renewable energy;
- 3.1.17 **Smart Energy Devices** means devices that you own or have rights to control in your Property that are capable of turn down or turn up behaviour based upon GivBack Commands;
- 3.1.18 **Smart Meter** means an eligible SMETS1 or SMETS2 electricity Smart Meter at the Property where your Enrolled Devices reside that is actively communicating with the DCC and has done so for a period of at least sixty (60)days prior to requesting to join the service;
- 3.1.19 **Terms and Conditions** means these terms and conditions as amended from time to time;
- 3.1.20 **Tariff Information** means details of the price that you pay at various times of day for import and export of energy at the Property;
- 3.1.21 **We/we** means GivEnergy Software Limited;
- 3.1.22 **You** means owner or controller of the Enrolled Devices and / or Property.

#### **4 WHERE TO FIND INFORMATION ABOUT US AND GIVBACK**

- 4.1 You can find everything you need to know about us, GivEnergy Software Limited, and our services and products on our website [givenergy.co.uk](http://givenergy.co.uk) or from our support team [support@givenergy.co.uk](mailto:support@givenergy.co.uk) before you agree to these terms and conditions. We will also confirm the key information to you in writing after you agree, in your online account.

#### **5 WHEN YOU SIGN UP TO GIVBACK'S GRID SERVICES PROGRAMME YOU ARE AGREEING THAT:**

- 5.1 Your GivEnergy product will be subscribed to participate in various electricity balancing and flexibility Programmes ("**Grid Services**") which support the electricity grid. These are managed by different grid and market operators ("**Programme Operators**"). Each Programme has its own eligibility criteria and specific rules. GivEnergy, its partners and data sub-processors, including but not limited to

- Octopus Energy Trading Limited and Kraken Technologies Limited (“**Partners**”) will assess, enrol, manage, and reward Enrolled Devices in Grid Services, based on location, technical specifications, preferences, performance and the availability of such services.
- 5.2 At times of grid need, Partners will control your Enrolled Devices to adjust the overall electrical supply or demand on the network (“**Events**”).
- 5.3 By signing up to GivBack’s Grid Services Programme, you agree that during your participation in the GivBack Grid Services Programme:
- 5.3.1 That GivBack Commands will take precedence to & override default behaviours & other commands that you or other services may have issued to Enrolled Devices. Where necessary, GivBack Commands may automatically vary the rate of production / charge / discharge from your Enrolled Devices during or in preparation for Events;
- 5.3.2 That your Energy Provider shall not be Octopus Energy at the Property where the Enrolled Devices are located;
- 5.3.3 That you are not participating in nor shall you participate in any similar Grid Services schemes or Programmes, either directly, or by a third party, or via your Energy Supplier (for example an Energy Tariff with terms and conditions which you have agreed to which prevent you from participating in Grid Services via another means)
- 5.3.4 That you will at all times have an eligible SMETS1 or SMETS2 electricity Smart Meter at the property where your Enrolled Devices reside that is actively communicating with the DCC and has done so for a period of at least sixty (60) days prior to requesting to join the service, have a registered import MPAN, associated with your address in the database of Smart DCC Ltd, regulated by Ofgem (“**DCC**”), which we will confirm during the enrolment process;
- 5.3.5 That we may share your half-hourly smart meter reads with our Partners, service providers and third parties who require access to the same in order for us to deliver the Grid Services Programme to you. If you remove your consent you must notify us immediately in writing, and we may offboard you from the Grid Services Programme and continue to use this data to the extent required to deliver the contracted services under the Grid Services Programme for the agreed term set out in clause 5.5 below;

- 5.4 Whilst enrolled in GivBack Grid Services Programme you agree to keep the Enrolled Devices:
- 5.4.1 connected to the internet; and
- 5.4.2 free from control signals whether locally or from internet connected services that may interfere or override GivBack Commands.
- 5.5 Once we confirm your participation in GivBack's Grid Services Programme, you will be signed up for a minimum term of twelve (12) months, subject to your termination rights set out in clause 13 (below). This minimum term allows us to enrol your Enrolled Devices into longer running Grid Services schemes, which may give greater returns.

**6 WHEN YOU SIGN UP TO GIVBACK'S CARBON CREDIT SALES PROGRAMME YOU ARE AGREEING THAT:**

- 6.1 Whilst enrolled in GivBack Carbon Credit Sales Programme you agree to keep the Enrolled Devices and Renewable Energy Devices connected to the internet.
- 6.2 Further to clause 1.2, you acknowledge that your participation in the GivBack Carbon Credit Sales Programme is optional. However, once we confirm your participation in GivBack's Carbon Credit Sales Programme, you will be signed up for a minimum term of twelve (12) months, subject to your termination rights set out in clause 13 (below). This minimum term allows us to enrol your Enrolled Devices and Renewable Energy Devices into annual Carbon Credit Sales schemes and will enable you to achieve greater revenues from this programme. At the end of the minimum term of twelve (12) months, your participation will automatically extend for further renewal periods of twelve (12) months, but always subject to your termination rights set out in clause 13 (below).
- 6.2.1 Carbon Credit Sales are calculated by us as follows:
- 6.2.1.1 the difference between the carbon emitted when charging your Smart Energy Devices or powering your Property using your Renewable Energy Devices and the carbon that would have been emitted if the same energy had been drawn from the grid;
- 6.2.1.2 the calculation in clause 6.2.1.1 is based on your actual usage and generation data, calculated in line with relevant industry standards;

- 6.2.1.3 the resulting carbon savings are then traded on relevant Carbon Credit markets;
  - 6.2.1.4 you will receive 60% of the value from these sales, with the remaining 40% allocated to our Good Cause Programmes (which allows us to create a positive social impact, promote sustainability and support local energy projects) as well as to our operating costs & margins;
  - 6.2.1.5 we will provide you with regular updates in relation to the progress of Carbon Credit Sales, at least twice per year.
- 6.2.2 We will make payments to you for any sums due to you in respect of Carbon Credit Sales as set out in clause 12.
- 6.3 Your participation in the Carbon Credit Sales Programme provides you with the following benefits:
- 6.3.1 helping reduce carbon emissions, contributing to a cleaner and more sustainable environment and reducing demand to the grid;
  - 6.3.2 receiving financial payment due to you in respect of Carbon Credit Sales, detailed above;
  - 6.3.3 contributing to community projects (see clause 6.4) in respect of a portion of the Carbon Credit Sales.
- 6.4 We may deduct a charge from you in relation to any Carbon Credit Sales we make as part of your participation in the Carbon Credit Sales Programme. Such deduction will be a reasonable amount which reflects our costs in facilitating the allocation of Carbon Credit Sales to our Good Cause Programmes and payment of market access to our third party partners.

## **7 GENERAL TERMS APPLICABLE TO BOTH GIVBACK PROGRAMMES**

- 7.1 GivBack is offered with no guarantee on the frequency of Events or the potential value of rewards due to evolving Programme rules and market conditions. The Service and these Terms and Conditions are subject to the applicable terms of the Programme Operators, on an “as-is”, “where-is” and “where available” basis. GivEnergy accepts no liability if the Programme Operators amend or terminate their terms or are unable to deliver the Service.

- 7.2 In order to be eligible to participate in any GivBack Grid Services Programme (the Eligibility Criteria):
- 7.2.1 You must be either the account holder or owner aged over 18, in respect of the Smart Energy Devices that you are enrolling into GivBack or you have the authority of the relevant person to participate in GivBack;
  - 7.2.2 You must at all times comply with the conditions of clause 11 of these Terms and Conditions;
  - 7.2.3 You must have agreed to GivEnergy's EULA as prompted within the GivBack App or via other GivEnergy software products;
  - 7.2.4 You must be complying with the terms of the warranty in respect of the GivEnergy Product.
  - 7.2.5 By participating in GivBack, you consent to us obtaining the information (either from you or your Energy Supplier) as set out in clause 2 of our Privacy Policy, found here: <https://givenergy.co.uk/website-privacy-policy/>
- 7.3 In the event that you fail to adhere to any of the requirements applicable to the GivBack Programmes you are participating in as set out in this clauses 5 and 6 above this will constitute a material breach of these Terms and Conditions which will entitle us to end your participation in either Grid Services or Carbon Credit Services or in GivBack in its entirety.

## **8 WE ONLY ACCEPT APPLICATIONS WHEN WE'VE CHECKED THEM**

- 8.1 You have let us know you want to join GivBack by completing the app onboarding and accepting these Terms and Conditions.
- 8.2 We will contact you or notify you within the App to confirm we have received your acceptance of these terms and conditions and your application to join GivBack.
- 8.3 We will review this and then contact you again or notify you within the App (normally within two (2) weeks) to confirm whether we have accepted or rejected your application.
- 8.4 We may decline your application at our sole discretion, including if you don't meet the Eligibility Criteria, if you don't give us the information we've asked for about how

we can provide GivBack or if you don't do the preparatory work to prepare for the services, as agreed with us.

## **9 SOMETIMES WE REJECT ORDERS**

9.1 Sometimes we reject applications, for example because:

9.1.1 we can't verify your age;

9.1.2 you are applying to join GivBack for the purposes of your trade, business, craft or profession;

9.1.3 of your location (because you are located outside of a region that is supported by GivBack services);

9.1.4 the Programme is unsuitable for you; or

9.1.5 you have previously been removed from GivBack.

9.2 If we do reject your application, we let you know as soon as possible.

## **10 WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL**

10.1 If GivBack Events or any payment due to you under a GivBack Programme, is delayed by an event outside our control, such as a payment system outage, a network outage, a fault with your Enrolled Device or a problem related to the issuance of Carbon Credits we will contact you as soon as possible to let you know and do what we reasonably can to reduce the delay.

10.2 As long as we do this, we won't compensate you for the delay. If the delay is likely to be substantial you can contact our Customer Service Team: **support@givenergy.co.uk** to end your participation in the Programme.

## **11 YOU'RE RESPONSIBLE FOR MAKING SURE YOU ARE ELIGIBLE FOR GIVBACK**

11.1 The eligibility requirements for GivBack are:

11.1.1 That you have opted-in to the Service by completing the signup form within the App and the Enrolled Device authentication process.

- 11.1.2 That you comply with the terms applicable to your GivBack Programme(s) set out in clause 5 (for Grid Services) and/or clause 6 (for Carbon Credit Sales).
- 11.1.3 That you own or have rights to use a compatible GivEnergy device or devices which you are enrolling as your Enrolled Devices
- 11.1.4 That you accept any required firmware upgrade/s to ensure that your Enrolled Devices are compatible with GivBack. We reserve the right to remotely update Enrolled Device firmware as necessary during the Service.
- 11.1.5 Any eligibility requirements imposed by our Programme Operators from time to time.
- 11.2 If we've asked you for information about your GivEnergy product relating to GivBack, you are responsible for making sure that information is accurate and provided promptly. We shall have no liability for any delays or losses caused by your failure to provide accurate information promptly on request.
- 11.3 You can find out more about the required information on our website or contact our Customer Service Team: **support@givenergy.co.uk**
- 11.4 If anything changes that will affect your eligibility for GivBack set out in clause 11.1 above it is your obligation to stop your participation in GivBack by offboarding in the App this includes:
  - 11.4.1 if you are moving house;
  - 11.4.2 changes to your Enrolled Devices, Energy Provider or Smart Meter that affect your eligibility to participate in GivBack;

## **12 PAYMENT**

- 12.1 You are responsible for providing us with the correct bank account or other payment details that we request in order to provide payment to you.
- 12.2 We will make payments to you from time to time as set out in clauses 5 and 6, as applicable to your GivBack Programme(s) but we do not guarantee that you will have any income at all each month, from GivBack. Under the:
  - 12.2.1 Grid Services Programme, such payments will be made monthly in arrears to the account nominated by you.

- 12.2.2 Carbon Credit Sales Programme, such payments will be made annually in arrears to the account nominated by you.
- 12.3 You will be responsible for the payment of all taxes due in respect of you receiving GivBack payments.
- 12.4 If you wish to dispute a payment made under GivBack, please contact us at **support@givenergy.co.uk**
- 12.5 If we overpay you, you must repay the overpayment within thirty (30) days of us notifying you that the money is owed. If you do not repay the money, we may at our sole discretion offset this amount against future payments which may be due to you via GivBack, and we reserve the right to terminate your participation in GivBack.

### **13 YOU CAN LEAVE GIVBACK**

- 13.1 You may leave GivBack, immediately by exiting the scheme in the App, with no cost or penalty to you. We will pay you anything due to you until your exit from the applicable GivBack Programme has been processed.

### **14 WE CAN CHANGE THESE TERMS AND CONDITIONS**

- 14.1 We can always change these terms and conditions to:
  - 14.1.1 reflect changes in relevant laws and regulatory requirements; and
  - 14.1.2 make minor technical adjustments and improvements, for example to address a security threat.
- 14.2 If we make changes under clause 14.1, we shall use our reasonable endeavours to notify you in advance of the change taking effect but we cannot guarantee to do so.
- 14.3 In the event we wish to make any other changes to GivBack, not covered under clause 14.1 above, we use our reasonable efforts to notify you thirty (30) days prior to these taking effect, and in any event as much notice as is reasonably possible.
- 14.4 If we make a change under clause 14.3 which would result in you not receiving a fundamental aspect of the Services or which would otherwise be materially disadvantageous to you compared to the previous terms you can end the contract by giving us fourteen (14) days written notice, if you do not agree to the change.

We will pay for any Services that you have provided until your agreement terminates.

## **15 WE CAN SUSPEND GIVBACK**

- 15.1 We may suspend GivBack on no notice to you, to:
  - 15.1.1 deal with technical problems or make minor technical changes;
  - 15.1.2 update the service to reflect changes in relevant laws and regulatory requirements, or for other necessary business reasons; or
  - 15.1.3 make changes to the service (see We can change services and these terms).
- 15.2 Whilst we will try to contact you in advance when possible to tell you we're suspending GivBack, unless the problem is urgent or there is an emergency, but we shall not be under an obligation to provide advance notice.

## **16 WE CAN END YOUR INVOLVEMENT IN GIVBACK**

- 16.1 We reserve the right to terminate your registration in GivBack:
  - 16.1.1 if you are in material breach of these terms and conditions, including you supplying us with information that is false, inaccurate, incomplete or misleading;
  - 16.1.2 if we can no longer provide Givback due to regulatory, security or statutory changes or for other important business reasons;
  - 16.1.3 if we need to comply with the order of an applicable regulator;
  - 16.1.4 if you do not make a repayment as required under clause 12.5; or
  - 16.1.5 at any time by giving you thirty (30) days' written notice.

## **17 WE DON'T COMPENSATE YOU FOR LOSSES CAUSED BY US OR GIVBACK**

- 17.1 We are not responsible for losses you suffer caused by us not complying with this contract if the loss is:
  - 17.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your application meant we should have expected it (so the loss was unforeseeable).

- 17.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section “We’re not responsible for delays outside our control” above.
- 17.1.3 **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- 17.2 We will also not be liable to you for any losses caused by:
- 17.2.1 subject to the terms of your GivEnergy product warranty, any fault or failure of your GivEnergy Product; or
- 17.2.2 any fault or failure, modification to, or compatibility issues of any third-party product which is participating in the GivBack Services unless we are the direct cause of the fault, failure, modification or issue; or
- 17.2.3 a Partner, which would exceed the amount we would be reasonably entitled to recover from them on your behalf.
- 17.2.4 enrolling in GivBack Grid Services Programme when you are already registered for Grid Services with another provider. GivEnergy is not responsible for notifying you of removal from any other service due to dual registrations or for any financial or other consequences arising from such removal.

## **18 WE DON'T GUARANTEE HOW MUCH MONEY YOU WILL EARN FROM GIVBACK**

- 18.1 The amount of money you receive under GivBack depends on the prevailing market conditions as well as your location and Enrolled Device. We do not guarantee to you any revenue, reward, rate, savings nor advantage from GivBack.
- 18.2 It is your responsibility to correctly enter your Tariff Information. If you incorrectly enter your Tariff Information this may mean that GivBack participation costs you more in net energy costs than you receive in return from GivBack payments.
- 18.3 We do not accept any liability for any losses you may make if your battery charges or discharges at a higher or lower than optimal tariff rate, even where you have correctly entered your Tariff Information.

## **19 PERSONAL DATA**

19.1 We are a data controller in respect of all personal data we collect from you and we use your personal data as set out in our Privacy Policy and EULA (End User Licence Agreement). In order to provide the Service, we may share your personal data with third parties we appoint on written terms, as data processors on our behalf, in compliance with data protection laws in force from time to time. Such sharing and processing of your personal data will be on the basis of delivering, and to the extent necessary to deliver, our obligations under these terms and conditions.

## 20 YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

20.1 **Our complaints policy.** Our Customer Service Team: [support@givenergy.co.uk](mailto:support@givenergy.co.uk) will do their best to resolve any concerns or questions you may have with us or our services as per our Complaints Management Policy as located on this website: <https://givenergy.co.uk/uk-policies/>

20.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution via [applications@cedr.com](mailto:applications@cedr.com). CEDR will not charge you for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings.

20.3 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## 21 OTHER IMPORTANT TERMS THAT APPLY TO OUR CONTRACT

21.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying your service.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

21.2 **You cannot transfer your contract with us to someone else.** You must inform us if you intend to move home and/or if you will cease to be the owner of the GivEnergy Product and this contract will terminate immediately when you move house or no longer own your GivEnergy Product. You must inform us at least three

- (3) days before your intended move out date by offboarding in the App. If the new owner wishes to apply for GivBack, you should direct them to us via the App.
- 21.3 **Nobody else has any rights under this contract.** This contract is between you and us (or any entity we transfer it to under clause 21.1). Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 21.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 21.5 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.