

Version Control:

Version	Date
1.1	19/01/2024
1.2	17/06/2024

END USER LICENCE AGREEMENT (“AGREEMENT”)

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY.

BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK ON THE “REJECT” BUTTON BELOW. IF YOU REJECT THESE TERMS YOU WILL NOT BE ABLE TO USE THE APPS OR HAVE THE BENEFIT OF ANY APPLICABLE WARRANTY.

“Warranty” means any warranty between GivEnergy Ltd and you in relation to any domestic or commercial battery products or other hardware products which are supplied to you by GivEnergy Ltd.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We **GIVENERGY SOFTWARE LIMITED** of OSPREY HOUSE BRYMBO ROAD LYMEDALE BUSINESS PARK, NEWCASTLE, STAFFORDSHIRE ENGLAND ST5 9HX license you to use:

- All GIVENERGY Group web & mobile application software ,the data supplied with the software, (“**Apps**”) and any updates or supplements to these Apps.
- All GivEnergy services connected to via Apps or web browser and the content we provide to you through it, such as the data and processing services and the tools you can access to control your systems remotely (**Services**).
- GivEnergy Device Firmware supplied with GivEnergy Devices including but not limited to Inverter, Battery Management, Charger & Energy Management System Firmware (**Firmware**)
- The related online documentation(“**Documentation**”) available via our online systems.

as permitted in and in accordance with this Agreement. This licence will continue until terminated in accordance with this Agreement.

CHARGES

The right to use the Apps & Firmware is provided at the sole discretion of GivEnergy. The purchase of GivEnergy hardware does not entitle you to use GivEnergy software. Where GivEnergy provides the right to use the software, this will be free of charge for the duration of the Warranty (“**Warranty Period**”) for Standard Tier Apps however additional charges will be

payable in respect of Premium Tier Apps, as laid out at the time of subscription to the Premium Tier App in question. Unless otherwise stated in the Terms & Conditions of the App as laid out at the time of subscription, all Apps are Standard Tier.

1. STANDARD TIER APPS

For Standard Tier Apps, on the day after the Warranty Period ends, and on each anniversary of such date, should you wish to continue use of the relevant Standard Tier App, you will pay GivEnergy the licence fees as set out in our published price list as in force from time to time and available on giveness.co.uk/resource-hub.

For Standard Tier Apps, GivEnergy may change the price of the licence fee and will give you at least 90 days' prior notice of any change. If you object to a proposed change, you may terminate this Agreement with us and we will refund you part of the licence fee already paid in proportion to any period of the licence after termination.

Before the end of the Warranty Period, during which access to the Standard Tier Apps will be provided free of charge, either you or us may terminate this Agreement with immediate effect.

After expiry of the Warranty Period:

- either we or you terminate this Agreement by giving at least 60 days' prior written notice before the end of any annual term (the first annual term will commence on the day after which the Warranty Period ends); and
- we can terminate this Agreement immediately on notice to you for non-payment or breach of any of the terms of this Agreement.

2. PREMIUM TIER APPS

For Premium Tier Apps, your usage and any associated costs will be governed by the terms & conditions as laid out at the time of subscription, which you will be required to accept in order to use the Premium Tier App.

If either we or you terminate this Agreement for any reason you will lose access to the relevant Apps, Services & related data.

YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your

rights in relation to your personal data and how to exercise them. This information is provided in our [privacy policy](#) and it is important that you read that information.

We will ensure that we comply with data protection legislation in the processing of your personal data and we may require you to enter into agreements with us or to provide consent to us to enable us to compliantly process your personal data. Where you refuse to enter into such agreements or provide consent, it may be that we cannot provide you with the full range of the Services.

ADDITIONAL TERMS FOR SPECIFIC SERVICES

In addition, the Services set out below will be governed by the following terms of use and privacy policies:

Service	Web address of terms of use	Web address of privacy policy
Smartplugs Service	https://smartapp.tuya.com/tuya-smart/private	https://images.tuyacn.com/app/pAs/zhinengen0930.html

SUPPORT FOR THE APPS AND FIRMWARE AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the Apps, Firmware or the Service or have any problems using them, support is available via the GivEnergy website & FAQ.

Contacting us (including with complaints). If you think the Apps, Firmware or Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at support@givenergy.co.uk or call them on +44 1377 252874

How we will communicate with you. If we must contact you, we will do so by mail, phone, email or by SMS, using the contact details you have provided to us.

HOW YOU MAY USE THE APPS AND FIRMWARE, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with this Agreement you may:

- Download or stream a copy of the Apps and Firmware onto any number of mobile devices computers or compatible GivEnergy Devices and view, use and display the Apps, Firmware and Services on such devices for your personal purposes only.

- Use any Documentation to support your permitted use of the Apps, Firmware and the Service.
- Receive and use any free supplementary software code or update of the Apps and Firmware incorporating “patches” and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APPS

You must be 18 or over to accept this Agreement and use the Apps and Firmware.

YOU MAY NOT TRANSFER THE APPS AND FIRMWARE TO SOMEONE ELSE

We are giving you personally the right to use the Apps, Firmware and the Service as set out above. You may not otherwise transfer the Apps, Firmware or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the Apps are installed, you must remove the Apps from it before you transfer the device.

CHANGES TO THESE TERMS

We may need to change the terms of this Agreement to reflect changes in law or best practice or to deal with additional features which we introduce.

We will notify you of any change when you next start the Apps and you will have the option to accept or reject the terms.

If you do not accept the notified changes you will not be permitted to continue to use the Apps and the Service.

UPDATE TO THE APPS, DEVICE FIRMWARE AND CHANGES TO THE SERVICE

From time to time, we may automatically update the Apps and Firmware and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Apps and Firmware for these reasons.

If you choose not to install such updates, if you opt out of automatic updates or if you prevent automatic updates by some other means, you may not be able to continue using the Apps and the Services.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the Apps or Firmware onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with this Agreement, whether or not you own the phone or other device.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The Apps, Firmware or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- Except in the course of permitted sharing (see "HOW YOU MAY USE THE APPS") not rent, lease, sub-license, loan, provide, or otherwise make available, the Apps, Firmware or the Services in any form, in whole or in part to any person without prior written consent from us;
- Not copy the Apps, Firmware, Documentation or Services, except as part of the normal use of the Apps or where it is necessary for the purpose of back-up or operational security;
- Not translate, merge, adapt, vary, alter, or modify, the whole or any part of the Apps, Firmware, Documentation or Services nor permit the Apps, Firmware or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Apps, Firmware and Services on devices as permitted in this Agreement;
- Not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Apps, Firmware or Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Apps to obtain the information necessary to create an independent program that can be operated with the Apps, Firmware or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
 - Is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

- Is not used to create any software that is substantially similar in its expression to the Apps or Firmware;
 - Is kept secure; and
 - Is used only for the Permitted Objective;
- Comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Apps, Firmware or any Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- Not use the Apps, Firmware or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Apps, Firmware any Service, or any operating system;
- Not infringe our Intellectual Property Rights or those of any third party in relation to your use of the Apps, Firmware or any Service, including by the submission of any material (to the extent that such use is not licensed by this Agreement);
- Not transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the Apps, Firmware or any Service;
- Not use the Apps, Firmware or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- Not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

In this paragraph, intellectual property rights means “patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (“**Intellectual Property Rights**”).

All Intellectual Property Rights in the Apps, the Firmware, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the Apps and the Services are licensed (not sold) to you. You have no Intellectual Property Rights in, or to, the Apps, the Firmware, the Documentation, or the Services other than the right to use them in accordance with this Agreement.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the terms of this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted the terms of this Agreement, both we and you knew it might happen.

We are not responsible for any indirect or consequential loss. We are not responsible for losses you suffer caused by use breaking the terms of this Agreement if the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us meant we should have expected it (the loss was unforeseeable).
- **Outside our control.** If our provision of the Services or support for the Apps, Firmware or the Services is delayed or prevented by an event outside our control, such as a service outage, then where relevant, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your Agreement.
- **Avoidable.** If you could have avoided the loss by taking reasonable action. For example, damage to your own digital content or device, which was caused by the Apps or Firmware and which you could have avoided by following our advice to apply a free update or by correctly following our instructions or having the minimum system requirements advised by us.
- **Business loss.** If you use the Apps or Firmware for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- **Indirect or Consequential.** We are not responsible for losses which are not directly caused by us breaking the terms of this Agreement, for example energy charges where you have used these services in relation to the Apps, Firmware or any products provided by us.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors (excluding third party installers with whom you engage directly) or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages GivEnergy hardware such as batteries or inverters or digital content belonging to you, and providing that the hardware on which you use the content has been installed and maintained correctly, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Limitations to the Apps, the Firmware and the Services. The Apps, Firmware and the Services are provided for general information purposes only. The Apps, Firmware and the Services do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on information obtained from the Apps, Firmware or the Service. Although we make reasonable efforts to update the information provided by the Apps, Firmware and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Check that the Apps, The Firmware and the Services are suitable for you. The Apps, Firmware and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Apps, Firmware and the Services (as described on Google's Play Store, Apples App Store, the GivEnergy website and in the Documentation) meet your requirements.

WE MAY END YOUR RIGHTS TO USE THE APPS AND THE SERVICES IF YOU BREAK THE TERMS OF THIS AGREEMENT

We may end your rights to use the Apps, Firmware and Services at any time by contacting you if you have broken the terms of this Agreement in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the Apps, Firmware and Services:

- You must stop all activities authorised by this Agreement, including your use of the Apps, Firmware and any Services.
- You must delete or remove the Apps from all devices in your possession and immediately destroy all copies of the Apps which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the Apps from them and cease providing you with access to the Services.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Agreement.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing.

NO RIGHTS FOR THIRD PARTIES

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IF A COURT FINDS PART OF THIS AGREEMENT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS AGREEMENT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.

WHICH LAWS APPLY TO THIS AGREEMENT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the Apps, the Services and/or this Agreement in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Apps, the Firmware, the Services and/or this Agreement in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of Apps, the Firmware, the Services and/or this Agreement in either the Northern Irish or the English courts.

ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint you have raised with us, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution via 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.

The parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.