

POWERVERSE APP END USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY. BY CREATING A POWERVERSE ACCOUNT, INSTALLING THE APP, OR CONNECTING A DEVICE, YOU AGREE TO THESE TERMS, WHICH WILL BE LEGALLY BINDING ON YOU AND ON POWERVERSE UK LIMITED.

1. Who we are and what this agreement does

1.1 Powerverse UK Limited (company number 14860271) is a company registered in England and Wales with its registered office at Sustainable Workspaces, County Hall, Belvedere Road, London SE1 7PB, trading as "Powerverse" ("Powerverse", "we", "us", "our").

1.2 This End User Licence Agreement ("EULA") governs your use of:

- the Powerverse mobile application and any web or other software interfaces we make available (the "App");
- any updates or supplements to the App;
- any documentation we make available via the App or our website (the "Documentation"); and
- the services you access or connect to via the App, including Smart Charging & Flexibility Services (the "Services").

1.3 This EULA is separate from any contract you may have for the purchase and installation of an EV charger or other hardware, and any associated warranties, which are governed by your Customer Contract and relevant product warranties.

2. Eligibility and account registration

2.1 You must be at least 18 years old and resident in the United Kingdom to accept this EULA and use the App and Services.

2.2 To access the App and Services you must register an account and provide the information requested, including a valid email address and secure password. You are responsible for keeping your login credentials confidential and for all activity under your account.

2.3 If you suspect your account has been compromised, you should change your password promptly via the App and notify us using the contact details in section 20.

3. Licence to use the App

3.1 Subject to your compliance with this EULA, Powerverse grants you a limited, personal, non-transferable, non-exclusive, revocable licence to:

- download and install the App on compatible iOS or Android devices that you own or control; and
- access and use the App, Documentation and Services for your own domestic and private purposes in connection with your home energy devices.

3.2 You may make one copy of the App for back-up purposes only.

3.3 This EULA does not transfer any intellectual property rights in the App, Documentation or Services to you. All such rights are owned by Powerverve or its licensors.

4. Smart Charging & Flexibility Services

4.1 The App provides smart charging and wider home energy optimisation services, which may include optimisation of EV charging, household batteries, heat pumps, solar inverters, home energy hubs and other supported devices to reduce costs, carbon emissions and grid impact (together, “Smart Charging & Flexibility Services”).

4.2 By creating a Powerverve account, installing the App or connecting a device, you agree to receive Smart Charging & Flexibility Services. These services may include:

- adjusting charging or discharging schedules for your devices within the preferences you set (for example, ready-by times, minimum charge levels);
- remotely optimising device operation (including start, stop and rate of charge or discharge);
- enrolling and participating your devices and associated supply point in energy and flexibility markets, including but not limited to VLP/AMVLP services, DSO flexibility services, ESO events and wholesale optimisation; and
- using aggregated or pseudonymised technical and meter data to validate performance and support market settlement processes.

4.3 Smart Charging & Flexibility Services may occasionally change the timing of charging or discharging, provided that Powerverve will take reasonable account of the preferences you configure in the App (such as ready-by times and device limits).

4.4 If you do not wish to receive Smart Charging & Flexibility Services, you may disable them via the App (where available) or contact us using the details in section 20. If you disable these services, certain features of the App may no longer be available or may operate in a reduced mode.

5. Device access and control

5.1 In order to provide the App and Smart Charging & Flexibility Services, you grant Powerverve permission to:

- connect to and communicate with your EV charger, vehicle, battery, heat pump, solar inverter, home hub or other supported devices (“Devices”);
- read and process telemetry and configuration data from your Devices, including status, power, energy, and usage patterns; and

- send control signals to your Devices to schedule, start, stop or otherwise adjust charging, discharging or operation within your configured preferences and any applicable safety or manufacturer limits.

5.2 You are responsible for ensuring that:

- your Devices are correctly installed and maintained by appropriately qualified persons;
- your Devices remain connected to a reliable power supply and internet connection, as applicable; and
- any manufacturer instructions and safety notices for your Devices are followed.

5.3 Powerverse is not responsible for any failure of the App or Services resulting from Device faults, incorrect installation, lack of connectivity or failure to follow manufacturer instructions.

6. Supply-point identification and MPAN

6.1 To deliver Smart Charging & Flexibility Services, Powerverse must be able to identify the electricity supply point associated with your home or charging location. This is necessary to validate flexibility performance, support market settlement processes and interact with regulated market and network operators.

6.2 As part of providing the Services, Powerverse may collect and use electricity supply-point identifiers, including your Meter Point Administration Number (MPAN). You authorise Powerverse to obtain this information directly from you or, where permitted, from your energy supplier or other authorised industry data services.

6.3 Powerverse will use MPAN and related supply-point data solely for:

- identifying your supply point;
- validating flexibility events and optimisation performance;
- supporting energy and flexibility market settlement and reporting; and
- complying with the requirements of regulated flexibility schemes and market rules.

6.4 MPAN and supply-point data will not be used to directly market energy tariffs to you unless you give separate consent to do so.

7. Data usage, privacy and data sharing

7.1 When you register for and use the App, Powerverse will collect and process personal data about you, such as your name, address, contact details, account identifiers and information about your Devices and energy usage.

7.2 Powerverse will handle your personal data in accordance with its Privacy Notice, which explains what personal data is collected, how it is used, the legal bases relied upon and your rights under data protection legislation. You should read the Privacy Notice carefully before using the App or Services.

7.3 You acknowledge that technical data from your home and Devices, including energy consumption and generation data and Device telemetry, may be used within Powerverse systems for analysis, benchmarking, optimisation and operation of the Services, but where used for analytics, benchmarking or external reporting, such data will be anonymised or aggregated so that you cannot be identified. Powerverse will own anonymised and aggregated data sets.

7.4 In order to provide Smart Charging & Flexibility Services, Powerverse may share aggregated or pseudonymised technical and meter data with:

- distribution network operators (DSOs) and the electricity system operator (ESO);
- Elexon and other settlement bodies;
- your energy supplier and other authorised market participants; and
- regulatory or governmental bodies where required by law.

7.5 Powerverse will not share personal identifiers (such as your name or contact details) with these parties for flexibility participation purposes unless required by law or necessary to establish, exercise or defend legal claims, or unless you have given separate explicit consent.

8. Features, subscriptions and fees

8.1 Core App features (such as basic EV charging control) may be provided free of charge, while certain advanced or premium features (including some Smart Charging & Flexibility Services) may be subject to subscription fees or promotional offers.

8.2 If you purchased an EV charger or other Device from Powerverse with an included initial subscription period, access to specified App features during that period is included in the price you paid for the Device. When any included period ends, ongoing access to those features may require payment of a subscription fee, which will be notified to you in advance.

8.3 If you do not agree to pay any applicable subscription fee after the end of any included period, you may continue to use any free features of the App but will lose access to the associated paid features.

9. App updates and changes to the Services

9.1 Powerverse may update the App and Services from time to time to improve performance, enhance functionality, address security issues, comply with law or reflect changes to third-party systems and market arrangements.

9.2 Updates may be delivered automatically or may require you to install a new version of the App from the Apple App Store or Google Play Store. Failure to install updates may affect the functionality or security of the App and Services.

9.3 Powerverse may add, modify or remove features or functions (including Smart Charging & Flexibility features) and will notify you of any significant changes via the App, website or email where reasonably practicable.

10. Availability of the App and Services

10.1 Powerverse will use reasonable care and skill in providing and maintaining the App and Services, but does not guarantee that they will always be available, uninterrupted or error-free.

10.2 The App and Services depend on factors outside Powerverse's control, including your home internet connection, mobile network coverage, Device connectivity and performance of third-party systems. Powerverse is not responsible for unavailability caused by such factors.

10.3 The App and Services may be unavailable at times for maintenance, updates or security interventions. Where possible, Powerverse will give reasonable notice of any material periods of unavailability.

11. Acceptable use and licence restrictions

11.1 You must not:

- use the App or Services in any unlawful manner or for any unlawful purpose;
- attempt to gain unauthorised access to any system or device;
- use the App to control any device that you are not authorised to control;
- copy, modify, adapt, merge, translate, reverse engineer or create derivative works from the App, Documentation or Services, except where permitted by law;
- rent, lease, sub-licence, loan or otherwise make the App or Services available to any third party on a commercial basis; or
- use the App or Services in a way that could damage, disable, overburden or compromise Powerverse's systems or security or interfere with other users.

11.2 You are responsible for the acts and omissions of any person you allow to access the App or Services via your account or Devices.

12. Intellectual property

12.1 All intellectual property rights in the App, Documentation and Services anywhere in the world belong to Powerverse or its licensors, and the rights in the App, Documentation and Services are licensed (not sold) to you.

12.2 You have no intellectual property rights in, or to, the App, Documentation or Services other than the right to use them in accordance with this EULA.

13. Our responsibility for loss or damage suffered by you

13.1 If Powerverse fails to comply with this EULA, it is responsible for loss or damage you suffer that is a foreseeable result of its breach of this EULA or failure to use reasonable care and skill, but is not responsible for any loss or damage that is not foreseeable or that was not caused by its breach.

13.2 Powerverse does not exclude or limit its liability where it would be unlawful to do so, including liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for breach of your statutory rights in relation to the App and Services.

13.3 The App and Services are supplied for domestic and private use. If you use them for any commercial or business purpose, Powerverse will not be liable for any loss of profit, loss of business, business interruption or loss of business opportunity.

14. Ending your use of the App and Services

14.1 You may stop using the App and Services and terminate this EULA at any time by deleting your account (where this functionality is provided) or contacting Powerverse using the details in section 20, and uninstalling the App from your devices.

14.2 Termination of this EULA does not affect any separate contract you may have for the purchase or installation of Devices, which is governed by its own terms.

14.3 Powerverse may suspend or terminate your access to the App and Services immediately if:

- you materially breach this EULA and do not rectify that breach within a reasonable time after being asked to do so;
- Powerverse reasonably suspects unauthorised or fraudulent use of your account; or
- Powerverse ceases to offer the App or Services in your territory.

14.4 If Powerverse withdraws a paid-for Service, you will not be charged for any period after withdrawal, and any pre-paid amounts for Services not provided may be refunded where required by law.

15. Assignment and transfer

15.1 Powerverse may assign or transfer its rights and obligations under this EULA to another organisation and will ensure that any such transfer does not adversely affect your rights under this EULA.

15.2 You may not assign or transfer this EULA or any of your rights or obligations under it without Powerverse's prior written consent.

16. Electronic communications

16.1 Powerverse will send you information relating to your account and the App and Services (for example, changes to this EULA, security notices, confirmations and other service messages) in electronic form, including via email to the address you provided and/or via in-App notifications.

17. Changes to this EULA

17.1 Powerverse may change this EULA from time to time to reflect changes in law, best practice, regulatory requirements, market participation rules, product or feature updates or for other reasonable business reasons.

17.2 Where changes are material, Powerverse will use reasonable efforts to notify you via the App, website and/or email. Your continued use of the App or Services after changes take effect will constitute your acceptance of the revised EULA. If you do not agree to changes, you must stop using the App and Services and uninstall the App.

18. Moving home and device ownership changes

18.1 If you move home and leave Devices behind for a new occupier to use, you should notify Powerverse using the contact details in section 20 so that Powerverse can end or adjust your Services at the appropriate time.

18.2 The new occupier may contact Powerverse to create their own account and use the App and Services, which may be subject to a subscription fee or other applicable terms at that time.

19. Which laws apply and where you may bring proceedings

19.1 This EULA is governed by the laws of England and Wales.

19.2 If you live in England or Wales, you can bring legal proceedings in respect of the App and Services in the courts of England and Wales. If you live in Scotland, you can bring proceedings in Scotland or England. If you live in Northern Ireland, you can bring proceedings in Northern Ireland or England.

20. Contact us

20.1 If you have any questions, concerns or complaints about the App, Services or this EULA, you can contact Powerverse by:

- Email: support@powerverse.com
- Post: Powerverse, Sustainable Ventures, 5th Floor, Riverside Building, County Hall, Westminster Bridge Road, London, SE1 7PB