

# POWERVERSE

## App Subscription Agreement & Terms of Use

This App Subscription Agreement is between you and Powerverse UK Limited, a company registered in England and Wales with company registration number 14860271 and registered office at 7th Floor 33 Holborn, London, EC1N 2HT, trading as 'Powerverse' (Powerverse or we or us). It forms an agreement between us and by using the Powerverse Customer App you agree to be bound by it.

### 1. INTRODUCTION

- a. If you purchase an EV Charger or other connected device from us, you are choosing to join "The Powerverse", our smart home energy service that gives you control. You will be provisioned onto our platform and can use the Powerverse App to monitor data and manage certain tasks, such as scheduling.
- b. This App Subscription Agreement governs your use of the Powerverse App so please read it carefully before using the App. It begins on the date that you install the App and connect to our service, which is usually the date that your EV Charger or other connected device is first installed.
- c. For the separate legal terms relating to the purchase and installation of your EV Charger and the warranty provided please see the separate [Customer Contract](#), the [VCHRGD Product Warranty](#) and [Powerverse Installation Warranty](#).

### 2. REGISTERING YOUR ACCOUNT

- a. In order to access the Powerverse App, you will need to register an account by providing the details requested on the App or our website. You will be asked to input your user identification and password. You are responsible for maintaining the security of your user identification and password and you must treat this information as confidential. If you know or suspect that anyone other than you knows your user identification or password, please reset your password via the Powerverse App.
- b. To enable our Installation Partner to link your EV Charger or other connected device to your account on the App you will need to provide them with the information they request.
- c. You agree to observe all usage instructions for the Powerverse App that we make available to you.
- d. Failure to complete the above requirements or provide the required information may mean that you cannot use the Powerverse App or that it does not function correctly.

### 3. FEATURES AND SUBSCRIPTIONS

- a. The basic car charging features in the Powerverse App are available to you free of charge.
- b. In addition, new Powerverse customers, and members of their household, receive access to the energy management features in the Powerverse App free of charge for a period of 3 years from the date of

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first installation. The cost of this has been included in what you paid for your EV Charger.

- c. When the initial 3-year period expires, a subscription fee may become payable for the energy management features. We will notify you of the subscription fee in advance and you will have the opportunity to continue with the energy management features or revert to the basic car charging features of the Powerverse App.
- d. From time to time we may offer you access to certain premium features or services for a subscription fee. Any such features or services and associated fees will be communicated to you at the time and you will have the option (but no obligation) to subscribe.

## 4. APP UPDATES

- a. We may from time to time update the Powerverse App. All updates will be available on the Apple App Store or the Google Play Store. You should use the latest version of the Powerverse App. If you do not do so, it may impact your use of the Powerverse App.

## 5. INTELLECTUAL PROPERTY

- a. We, or our licensors, own or have rights to the Powerverse App, including amongst other things the software, and any data, compilations, images, photography, graphics, text and other material used within it and on our website, including the intellectual property rights in them.
- b. This App Subscription Agreement does not transfer any intellectual property rights to you.
- c. To the extent required to use the Powerverse App, we grant you a limited, personal, non-transferable, non-exclusive licence to use and access the Powerverse App.
- d. Unless permitted by law, you must not decompile, modify, reverse engineer, or create derivative works of any part of the Powerverse App.
- e. You may not use the Powerverse trademarks, name and branding without our prior express written permission.

## 6. DATA USAGE & PRIVACY

- a. When you register for and use the Powerverse App, we will collect certain personal information about you to set up your account and provide you with features, such as your name, address, email address, information from your EV Charger and (where applicable) household energy consumption and generation data.
- b. We will handle any personal information that we collect from you or from your use of the Powerverse App in accordance with the terms of our [Privacy Notice](#).
- c. You acknowledge that some of technical data from your home, including but not limited to, energy consumption/generation data and EV Charger data, will be used in Powerverse systems for analysis, development of benchmarks and operation of Powerverse services, but only in anonymised or aggregated form (meaning that you cannot be identified), and Powerverse will own that data.

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## 7. AVAILABILITY

- a. We cannot and do not guarantee the continuous, uninterrupted and error-free operability of the Powerverse App or that the Powerverse App will respond at a certain speed (since this depends on a number of factors outside our control).
- b. If you do not provide power or an internet connection to the EV Charger, the Powerverse App will not operate. We are not responsible for any connectivity issues that cause the Powerverse App to be unavailable.
- c. The Powerverse App may have periods of downtime necessary for maintenance and security updates. Where possible, we will give you reasonable notice of any material periods of unavailability of the Powerverse App.

## 8. PRODUCT CHANGES

- a. We may make changes to the Powerverse App for example to reflect changes in laws or regulatory requirements or to update, add or remove features or functionality. We will notify you of any significant modifications via the Powerverse App, the Powerverse website at [www.powerverse.com](http://www.powerverse.com) and/or by email.

## 9. SUSPENSION

- a. We may suspend your access to the Powerverse App in an emergency or due to causes beyond our reasonable control. We will try to contact you in advance to tell you, but if the problem is urgent or an emergency we may not be able to.

## 10. ENDING THIS AGREEMENT

- a. You may stop using the Powerverse App and end this App Subscription Agreement with immediate effect at any time (during the 14-day period after you register your account (the cooling-off period) or after). Please contact us using the details provided at the "contact us" section below. If cancelling during the cooling-off period, you may also choose to use the Model Cancellation Form in the Schedule.
- b. Please understand that your rights under this section "Ending this Agreement" relate only to the Powerverse App subscription. Any cancellation rights or refunds relating to your EV Charger are included in your Customer Contract for the purchase of the EV Charger.
- c. It is the intention of Powerverse at this time to provide the Powerverse App on an ongoing basis. However, if circumstances change, then Powerverse may withdraw the Powerverse App from the store where you downloaded it. If Powerverse removes the Powerverse App from the store then you can continue to use the Powerverse App, but after that time you would not be able to update your Powerverse App (and over time its functionality may cease working). If any paid-for services are removed then you will no longer get charged.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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- a. We will use reasonable care and skill in operating the Powerverse App. However, as described in this Agreement, we cannot promise that the Powerverse App will always be available or completely free of faults or errors.
- b. We do not make promises to you regarding any anticipated benefits or savings of using the Powerverse App.
- c. If we fail to comply with this App Subscription Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of failure, 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 the Agreement was made, both we and you knew it might happen.
- d. 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; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Powerverse App.
- e. We are not liable for business losses. We only supply the Powerverse App for domestic and private use. If you use the Powerverse App for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **12. ASSIGNMENT**

- a. We may assign or transfer this App Subscription Agreement, including our associated rights and obligations. We will tell you if this happens and we will ensure that the transfer will not affect your rights under this Agreement.
- b. You may not assign or transfer this App Subscription Agreement or any of its rights or obligations hereunder, without our prior written consent.

## **13. ELECTRONIC COMMUNICATIONS**

- a. We will send you information relating to your account (e.g. changes in password, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

## **14. IF THERE IS A PROBLEM WITH THE POWERVERSE APP SUBSCRIPTION**

- a. If you have any questions or complaints about the Powerverse App subscription, please contact us using the details provided at the "contact us" section below.
- b. Nothing in these terms will affect your legal rights.

## **15. MOVING HOUSE**

- a. If you move out of your house and leave behind your EV Charger or other connected device so that it can be used by the new occupier, you should notify us using the details provided in the "contact us" section below. We will end your subscription and this App Subscription Agreement at the next renewal anniversary unless you tell us otherwise. The new occupier

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can contact us if they wish to create an account and use the Powerverse App, which may be subject to a subscription fee.

## 16. CONTACT US

- a. Please contact us using any of the following methods:

Email: [support@powerverse.com](mailto:support@powerverse.com)

Post: Powerverse, Sustainable Ventures, 5<sup>th</sup> Floor, Riverside Building, County Hall, Westminster Bridge Road, London, SE1 7PB

## 17. CHANGES TO THE TERMS

- a. We will make reasonable efforts to keep you updated via our communication channels on changes to our App Subscription Agreement, which we may change at any time, and at our sole discretion, with or without giving notice. Any such modification will be effective immediately upon public posting on [www.powerverse.com](http://www.powerverse.com). Your continued use of our Service following any such modification constitutes your acceptance of these modified Terms.

## 18. WHICH LAWS APPLY TO THIS AGREEMENT AND WHERE YOU MAY BRING PROCEEDINGS

- a. This Agreement is governed by English law and you can bring legal proceedings in respect of this Agreement in the English courts. If you live in Scotland you can bring legal proceedings in respect of this subscription in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## 19. OTHER TERMS

- a. Nobody else has any rights under this App Subscription Agreement, which is between you and us. No other person shall have any rights to enforce any of its terms.
- b. If a court finds part of this App Subscription Agreement illegal, the rest will continue in force. Each of the paragraphs 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.

## 20. THE SCHEDULE

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## Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from this agreement. You can post or email it to us.)*

To: Powerverse, Sustainable Ventures, 5<sup>th</sup> Floor, Riverside Building, County Hall,  
Belvedere Road, London, SE1 7PB,  
Email address: support@powerverse.com

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate.

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