



INSIGHT ENERGY RENEWABLES LIMITED END-USER LICENSE AGREEMENT (EULA)

(Last modified: 25.03.24)

Please read this End-User License Agreement (“**Agreement**”) carefully before downloading or using the Insight Energy Renewables App.

(1) Interpretation and Definitions

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

For the purposes of this End-User License Agreement:

- “**Agreement**” means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.
- “**Application**” means the software program named Insight Energy Renewables App developed by the Company and downloaded by You through an Application Store’s account to a device.
- “**Application Store**” means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) by which the Application has been downloaded to your Device.
- “**Business Partner**” the entity who provided you with our products as part of their service. Please note that in some cases this may be your house board or property owner.
- “**Company**”, “**We**”, “**Us**” or “**Our**” refers to Insight Energy Renewables Limited., including its affiliates and subsidiaries (as listed under the Insight Energy Renewables Contracting Company herein).
- “**Content**” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- “**Device**” means any device that can access the Application such as a computer, a smartphone or a digital tablet.
- “**Family Sharing / Family Group**” an Application Store capability permitting You to share applications downloaded through the Application Store with other family members by allowing them to view and download each others’ eligible applications to their associated Devices.
- “**Governing Laws**” and “**Governing Courts**” mean, for each Insight Energy Renewables Contracting Party, the laws and courts set forth in the table under Section 20 below.

- “**Third-Party Services**” means any services (including data, information, applications and other products services) provided by a third-party other than the Company that may be displayed, included or made available by the Application.
- “**You**” means the individual accessing or using the Application, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.
- “**Insight Energy Renewables Contracting Company**” means the Company entity identified in the table under Section 20 below, based on your jurisdiction.

(2) Acknowledgment & Acceptance of the Agreement

By downloading or using the Application, You agree to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not download and do not use the Application.

This Agreement is a legal document executed between You and the Insight Energy Renewables Contracting Company and it governs your use of the Application made available to You by the Company.

This Agreement is between You and the Insight Energy Renewables Contracting Company only and not with the Application Store. Therefore, the Company is solely responsible for the Application and its content. Although the Application Store is not a party to this Agreement, it has the right to enforce its policies and rules against You and upon Your usage of the application, as a third-party beneficiary.

Since the Application can be accessed and used by other users via, for example, Family Sharing / Family Group or volume purchasing, the use of the Application by those users is expressly subject to this Agreement.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

In case you use the Application under an agreement with a Business Partner, Your use of the Application may also be subject to the terms of any commercial agreement between Us and such Business Partner and between You and the Business Partner.

(3) License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

You may only use the Application on a Device that You own or control and as permitted by the Application Store's terms and conditions.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

This Agreement confers no title or ownership and is not a sale of any rights in the Application or any of the proprietary rights of the Company. All rights not expressly granted to You are reserved solely to Company and/or its licensors. Nothing herein should be construed as granting You by implication, estoppel or otherwise, a license relating to the Application other than as expressly stated in this Agreement.

(4) License Restrictions

You agree not to, and You will not permit others, to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- Copy, sublicense or use the Application for any purpose other than as permitted under the above section 'License'.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.
- Introduce viruses, worms, Trojan horses, or harmful code to the Application or through any of the Services.
- Attempt to probe, scan or test the vulnerability of the Application and Services to breach security or authentication measures without Company's prior written consent.
- Circumvent, disable or otherwise interfere with security-related features or other digital-rights-management features of the Application.

(5) Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third-party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company, not the Application Store, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

(6) Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

(7) Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

(8) Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to

- (i) provide any Updates, or
- (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be

- (i) deemed to constitute an integral part of the Application, and
- (ii) subject to the terms and conditions of this Agreement.

(9) Maintenance and Support

The Company does not provide any maintenance or support for the download and use of the Application. To the extent that any maintenance or support is required by applicable law, the Company, not the Application Store, shall be obligated to furnish any such maintenance or support, directly or through the Business Partner.

(10) Third-Party Services

The Application may provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' terms of agreement when using the Application. Third-party Services are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' terms and conditions.

(11) Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with

Our Privacy Policy: <https://xxxxxxxxxx/privacy-policy>

By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

(12) Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Please note that deleting the Application your Device or from your computer does not completely terminate your engagement with Us or the Business Partner, as such engagement may be subject to other agreements governing the use of your charger.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

(13) Indemnification

Subject to any applicable law, You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your:

- (a) negligent or improper use of the Application;
- (b) violation of this Agreement or any applicable law or regulation; or
- (c) violation of any right of a third party.

(14) No Warranties

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Without limiting the foregoing, neither the Company nor any of the company’s providers makes any representation or warranty of any kind, express or implied:

- (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon;
- (ii) that the Application will be uninterrupted or error-free;
- (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or
- (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company, not the Application Store, shall be solely responsible for such warranty.

(15) Limitation of Liability

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF THE COMPANY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR 10 USD IF YOU HAVEN'T PURCHASED ANYTHING THROUGH THE APPLICATION.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR:

- (I) ANY UNAUTHORISED ACCESS TO OR USE OF YOUR APPLICATION'S ACCOUNT;
- (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, INCLUDING ANY ELECTRICITY FAILURE;
- (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES; AND
- (IV) ANY LOSS OF DATA. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, ARISING OUT OF THE USE OF THE SERVICES, EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

You expressly understand and agree that the Application Store, its subsidiaries and affiliates, and its licensors shall not be liable to You under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by You, including any loss of data, whether or not the Application Store or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

(16) Severability and Waiver Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

(17) Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

(18) Product Claims

The Company does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, the Company, not the Application Store, is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

(19) Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorised to use the Application.

(20) Insight Energy Renewables Contracting Entity

<u>Territory</u>	<u>Insight Energy Renewables Contracting Entity</u>	<u>Governing Law</u>	<u>Governing Courts</u>
EEA and UK	Insight Energy Renewables Limited	The laws of England and Wales	The competent courts of London, England

(21) Governing Law & Governing Courts

The Governing Laws applicable to you as detailed under Section 20, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and the Company.

Any dispute or claim relating in any way to your use of the Application or this Agreement, will be adjudicated in the Governing Courts applicable to you as detailed under Section 20, and you consent to exclusive jurisdiction and venue in the Governing Courts.

(22) Entire Agreement

The Agreement constitutes the entire agreement between You and the Insight Energy Renewables Contracting Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

(23) Contact Us

If you have any questions about this Agreement, You can contact Us:

By email: hello@insightenergy.uk