



Smart Battery End User Agreement

This End User Agreement (the 'Agreement') relates to the operation and use of Moixa's Smart Battery (the 'Product') and is made between Moixa Technology Ltd ('we' or 'us') and you, the customer in whose premises the Product is installed.

The Agreement shall apply to Products purchased and installed in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

Product Requirements

In order for the Product to be able to function correctly, you are required to provide the following:

- a suitably sized space to install the Product (min. W400mm x H550mm x D250mm);
- a reliable domestic broadband connection;
- an up-to-date web browser to use the Moixa Customer Dashboard (Microsoft Edge, Chrome, Safari or Firefox); and
- a connection to your electrical supply.

Contract

This Agreement, together with the Manufacturer's Warranty, constitutes the entire agreement between the parties. Should we decide to vary the terms of the Agreement, we will notify you by email within 28 days of the new terms becoming effective.

This Agreement is formed between you and us and you are deemed to have accepted these terms only after Moixa has successfully commissioned the Product via a Moixa Accredited Installer ("MAI").

Moixa owns a portfolio of Intellectual Property Rights ("IPR") in relation to the Product and its software and no licence, implied or otherwise, is granted to you in respect of the IPR. You further agree not to reverse engineer, decompile, decode, decrypt, or otherwise disassemble the Product.

Use of the Product & Warranty Registration

The Product must be operated at all times in accordance with the User Manual provided with the Product (also available at www.moixa.com) and should only be used for the purposes for which the Product is intended.

In order for our Manufacturer's Warranty (as set out in the User Manual) to become effective, you must register an account within 30 days of installation via gridshare.moixa-data.com and notify us by sending an email to support@moixa.com. You further agree to maintain a broadband connection at your premises, failure to do so may limit the effectiveness of our Manufacturer's Warranty.

Provision of Services and System Monitoring

We grant you access to the Moixa Customer Dashboard available via our web-based interface at gridshare.moixa-data.com. Should we elect to cease providing you with these services, we shall provide you with 30 days' written notice.

The Moixa website and software may be temporarily unavailable if we have to carry out routine or emergency maintenance and we shall use our best endeavours to notify you when our services are unavailable.

For as long as you continue to use the Product, you consent for us to monitor the performance of the Product remotely and electronically for the purposes of system maintenance and we may periodically release software upgrades without notice.

We may also use the data generated from system monitoring for aggregate profiling and improvement of software decision-making, subject to our Privacy Policy concerning the use of personal data.

Moving Home

If you move out of the premises in which the Product is installed, you agree to notify us by email to support@moixa.com and you agree to notify the new occupier that this Agreement needs to be transferred in order for these terms and the Manufacturer's Warranty to remain effective.

Customer Support

Moixa provides a customer support helpline: 0207 734 1511 (open 9.30am–6pm Mon-Fri excluding Bank Holidays) or you may send an email to support@moixa.com. Telephone calls may be monitored or recorded for quality assurance and training purposes.

GridShare™ Scheme (the "Scheme")

If you are eligible for and you elect to participate in the Scheme, you must complete the online application form and provide the information requested at www.moixa.com/registration/. Your participation in the Scheme shall commence once we have confirmed by email our acceptance of your application and the date on which your participation shall start (the "Start Date"). For the avoidance of doubt our extended Warranty conditions shall apply to contracted GridShare participants.

We reserve the right to reasonably reject any application and in such circumstances, we shall provide an explanation to you (criteria include the location of your premises or what energy supply tariff you have).

In order to receive full payments under the Scheme you shall (a) be the purchaser and owner of the Product (separate terms apply for the End Users of Moixa GridShare Partners) (b) maintain the Product in good working order and report any faults to the Technical Support team within 48 hours of first becoming aware of such fault (c) be responsible for keeping the Product powered-on at all times, provided it is safe for you to do so (please refer to the User Manual) (d) maintain a constant live internet connection to the Product and, if it becomes disconnected from the internet, restore the connection as soon as practicable.

In order for us to be able to operate the Scheme, you consent that we may do the following at any time and as frequently as we consider necessary without your further knowledge or consent: (a)

monitor the Product remotely via the internet in accordance with our Privacy Policy (b) access and control the Product remotely in order to provide services to your local distribution network or the National Grid (for example, making the Product available to participate in the National Grid's Firm Frequency Response balancing service) or other parties such as utility companies.

By participating in the GridShare scheme, you consent to us operating the Product exclusively on your behalf to participate in grid services and we undertake to use our best endeavours to act in your best economic interests. For the avoidance of doubt, participating in the Scheme may cause an increase in your home's consumption of metered electricity but our aim is to provide an overall financial benefit to you over the term of the Scheme.

Within 28 days of the annual anniversary of the Start Date, we shall provide you with a report by email detailing our activity in relation to the Scheme. We shall send you a cheque by post or remit payment via Paypal. You acknowledge that payments under the Scheme may vary from customer to customer, for example, based on the start-date of the Scheme, the location of the Product and your energy supply tariff.

The Scheme shall operate on a 12-month rolling basis for a maximum term of 3 years. You may cancel your participation in the Scheme at any time by sending an email to support@moixa.com. You shall only be entitled to payments for each full 12-month period you have taken part in the Scheme, calculated from the anniversary of the Start Date.

At the end of the 3-year term, we shall endeavor to offer you a new contract to continue to participate in the Scheme, subject to new terms and qualification criteria.

We may cancel your participation in the Scheme if the Product is disconnected from the internet for a total of 438 hours in any 12 month period of the Scheme representing a total of 95% 'uptime'.

Privacy Policy

Our Privacy Policy is set out at <http://www.moixa.com/terms/>.

Exclusion and Limitation of Liability

Nothing in these terms shall exclude or limit our liability for (a) death or personal injury caused by our negligence (b) fraud or fraudulent misrepresentation or (c) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Subject to the above, in no event shall we be liable for any special, direct, indirect, incidental or consequential damages, losses, costs or expenses however arising, whether in contract or tort, including without limitation any economic losses of any kind, any loss or damage to property, or any personal injury.

We give no warranty make no representation as to the amount of energy savings that the Product will achieve and we shall not accept liability for any related claims.

Force Majeure

We shall not be liable for any non-performance of our obligations as a result of circumstances beyond our reasonable control (including but not limited to War, Riot, Terrorism, Strike, Earthquake, Fire and Flood).

Right to transfer the Agreement and Third Parties

We can transfer our rights or obligations under this Agreement to any company, firm or person provided this does not affect your rights under this Agreement in a negative way.

However, this Agreement is personal to you. You may not transfer your rights or obligations to anyone else without our written consent (for example, by filling our the Moving Home? form), and no third party is entitled to benefit under this Agreement.

We can amend the terms of this Agreement at any time by providing you with written notice. We will put the changes on our website at www.moixa.com. We will let you know in writing if we make a change. If you are not happy with the change, you can cancel this contract by notifying us by emailing support@moixa.com.

Governing Law & Jurisdiction

These terms shall be governed and construed in all aspects in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.