

Moixa User Agreement

Valid from August 2020

Last Updated February 2021

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Please contact our Customer Support Team if you have any questions or complaints about any Moixa equipment, service or digital content by email at support@moixa.com, by calling +44 (0)20 7734 1511 or by writing to us at Moixa Technology Limited, 29-31 Saffron Hill, London EC1N 8FH. We are available between 9am and 6pm on weekdays (excluding Bank Holidays).

Moixa is a trading style of Moixa Technology Limited. We are registered at 55 Baker Street, London, W1U 7EU Reg. No. 05631091. We are authorised and regulated by the Financial Conduct Authority under reference number 767876. We act as a credit broker and not a lender. We offer facilities from one lender, subject to status. Written details are available on request.

1. Introduction

These are the terms and conditions on which we supply Products to you, whether these are goods, services or digital content. Please read this User Agreement as it, along with your quote document will tell you everything you need to know about the terms on which we will deal with each other following your purchase. If you buy directly from us, you accept this User Agreement when you make your first payment. If you have bought from someone else, you accept this User Agreement when you set up your Moixa Dashboard or App account.

Information about us and contact details

We, us or our means Moixa Technology Limited (trading as Moixa).

Please contact us if you have any questions, complaints about any Moixa equipment, service or digital content, or wish to cancel this User Agreement, or notify us of any changes to your circumstances. You can do that by email to support@moixa.com or by calling +44 (0)20 7734 1511. Our Customer Support Team are available between 9am and 6pm on weekdays (excluding Bank Holidays)¹. You can also write to us at Moixa Technology Limited, 29-31 Saffron Hill, London EC1N 8FH.

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Privacy

The protection of your personal information is important to us. We respect your privacy and want you to understand what we do with the information we hold about you. We recommend that you read our Privacy Policy, which can be found at [Moixa Privacy Policy](#), to understand how we collect and use your personal data and your data protection rights. Please note that our Privacy Policy does not form part of your contract with us, and that Moixa Technology Limited is the data controller of your personal data.

You can contact Moixa's data protection officer by using the contact details above, asking for the Data Protection Coordinator.

Complaints

We take any complaint seriously and we'll do our best to resolve the issue straight away. If we need more time to investigate, we'll let you know and keep you updated. In the first instance, please contact our Customer Support Team. If your concern is about any part of your Product which is not made by us, we will endeavour to put you in contact with the appropriate person to deal with your complaint. Our Complaints Policy is [here](#). If you're not satisfied with our final response, or it's been more than 20 working days since we received your complaint, please visit the Citizens Advice website adviceguide.org.uk or call 03454 04 05 06 who may forward the complaint to be dealt with pursuant to the Renewable Energy Consumer Code by the Dispute Resolution Team.

¹ Telephone calls may be monitored or recorded for quality assurance and training purposes.

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2. Our contract with you

How we will accept your order

If you buy directly from us, you accept this User Agreement when you make your first payment. If you have bought from someone else, you accept this User Agreement when you set up your Moixa Dashboard or App account.

If we cannot accept your order

If we're unable to accept your order, we'll contact you to let you know why. This might be because:

- some or all of the equipment required for the Product is out of stock;
- there are unexpected limits on our resources which we could not reasonably plan for;
- we have identified an error in the price or description of the equipment for the Product; or
- we're unable to meet a delivery deadline you have specified.

Your legal rights

We have a legal duty to supply equipment that complies with this contract. See below for a summary of your key legal rights in relation to such equipment. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [adviceguide.org.uk](https://www.adviceguide.org.uk) or call 03454 04 05 06.

Moixa equipment

In relation to any Moixa equipment purchased directly from us, the law requires that goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your Product, your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund;
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

Digital content

The law requires that digital content must be as described, fit for purpose and of satisfactory quality. This means that:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back; and
- if you can show the fault has damaged your Product and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Moixa services

In relation to any services provided by Moixa, the law requires that services must be carried out with reasonable care and skill. This means that:

- if a service isn't carried out properly, you can ask us to repeat or fix this service, or get some money back if we can't fix it;
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable; and
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

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3. Moixa equipment, services and Moixa Dashboard and App

Throughout this User Agreement, **Moixa equipment** refers to any hardware (together with inbuilt GridShare Software) which we have manufactured, e.g. Moixa Smart Battery and Moixa Hub.

When we refer to the **Product**, we mean the Moixa equipment, together with any hardware which is not manufactured by us and which is installed together with your Moixa equipment, any services and the Moixa Dashboard and App which we offer alongside the hardware.

Moixa Smart Battery

A Moixa Smart Battery allows you, as a solar panel owner, to store excess solar energy in a battery so that you can power your home from self-generated solar energy when it is needed. It comes with an in-built Moixa Hub with GridShare Software which can also optimise battery behaviour for your household if it is on a Time-of-Use tariff as well as allowing you to view your household energy consumption and generation on the Moixa Dashboard and App.²

Moixa Hub

A Moixa Hub can be integrated with battery systems to optimise batteries for solar energy and Time-of-Use tariffs. It comes with inbuilt GridShare Software and allows you as a battery owner to view your household consumption and generation on the Moixa Dashboard and App. Moixa currently offers a Product, known as a Moixa Optimised Battery System, in two different capacities, the 7.2kWh and 9.6kWh Product, using components such as batteries and inverters, none of which are made by us, together with an integrated Moixa Hub (the Moixa equipment), allowing you to make use of the Moixa Dashboard and App as described below.

Moixa Dashboard and App

The Moixa Dashboard and App both allow you to view your home's energy data through a personal online account. Your energy graphs and information will help you understand e.g. how much solar you generate and how much energy your home consumes from different sources.

- For the App, you will need an Android or iOS device
- For the Moixa Dashboard, you will need an up to date web browser (IE10+, Chrome, Safari or Firefox)

GridShare Software

GridShare Software is the software which identifies your home's generation and consumption patterns, and optimises a battery's use of solar energy. If you have a Moixa Hub or a Moixa Smart Battery, it comes with inbuilt GridShare Software. If your household is on a Time-of-Use tariff, then the GridShare Software will also look at weather forecasts and generate a personalised charging plan to power your household from the cleanest and cheapest energy. The GridShare Software can also be used to control and optimise other energy assets such as EV chargers.

With GridShare Software, there is also the option to unlock your Product to provide energy services to support the grid and enable a new era of sustainable energy in the UK.

GridShare Membership

You may have the opportunity to take part in a service we call GridShare Membership.

² This User Agreement also relates to different models of Moixa Smart Batteries which we have previously sold to customers.

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When you sign up to GridShare Membership, it allows us to effectively group your battery or other energy asset (such as an EV charger) with those of other members to create a Virtual Power Plant, often referred to as a VPP. This enables us to support the UK energy network by sharing the energy stored in your battery or other energy asset, or by utilising the available capacity in your battery.

Please refer to – <https://www.moixa.com/solar-battery/gridshare-membership/> for further details.

Upgrades and updates to software and digital content

We may update the software or develop patches, bug fixes, or other make modifications to reflect changes in applicable laws and regulatory requirements or for other reasons (“**Upgrade**”) to the software which provides the Moixa Dashboard and App, which may be automatically uploaded or may require you to update or re-install it. Any Upgrades will be aimed at improving the performance of your Product and the Moixa Dashboard and App, but we’ll make sure they continue to match the description we provided before you bought them. We won’t be responsible if an Upgrade affects how your Product and the Moixa Dashboard and App works if this is caused by your own equipment – for example your smartphone or broadband – not supporting the Upgrade.

The Moixa Dashboard and App may be temporarily unavailable due to reasons beyond our control, if we have to carry out planned maintenance during notified time periods or unscheduled maintenance. We’ll try to inform you in advance, but it may not always be possible to do so..

4. Monitoring your Product

We can monitor your household electricity generation and household or vehicle usage remotely and electronically using your Moixa equipment, at all times whether or not you are using electricity. The data collected is used to create personalised predictions of your energy generation and consumption of electricity at any particular time. We then schedule the best time for use of your Product, based on these personalised predictions and control your Product to implement the schedule. We may also use the data collected for aggregate profiling and to improve our software.

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5. Moixa equipment warranty

What is covered

All materials and parts for Moixa equipment which has been installed and commissioned by a Moixa Accredited Installer in your home³ are guaranteed for ten years from the date on which your Product was commissioned.

Within this ten year period, if the Moixa equipment develops a fault then we'll repair or replace it free of charge. We'll extend this ten year period for as long as you are a member of our GridShare Membership Scheme (although we may add or vary the terms). For further details about our GridShare Membership Scheme, please see the [GridShare Membership Scheme section of this User Agreement](#).

If you make a claim under this Moixa equipment warranty, we will not restart this ten-year period from the date of resolving the claim.

If we visit your home to assess whether there is a fault, we reserve the right to charge a fee for this visit, which we will reimburse to you if there is a fault and we need to repair or replace your Moixa equipment.

This Moixa equipment warranty only applies to Moixa equipment. It doesn't apply to any installation faults (see Installation Warranty) or to equipment made by another manufacturer, which you purchased as part of your Product. For example, if you have purchased a Moixa Optimised Battery System, your Moixa equipment warranty only applies to your Moixa Hub and not any other component which is part of your Product.

The GridShare Membership Scheme extension to the ten year period for this Moixa equipment warranty referred to above, only applies to your Moixa equipment and not to any other component which is part of your Product.

What is not covered

This Moixa equipment warranty applies only if the Moixa equipment has been:

- installed and commissioned by a Moixa Accredited Installer;
- purchased and installed in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Isle of Man, or the Channel Islands;⁴
- used, operated and maintained properly and you have followed the User Manual and any other instructions we have given you;
- used only for the purpose for which it is intended and in a domestic or similar context;
- in the case of a battery(s) supplied with a Moixa Smart Battery, if the battery capacity falls below 70% of its initially rated capacity within 7 years and 60% of its initially rated capacity within 10 years; and
- you have complied with all your obligations under this User Agreement.

This Moixa equipment warranty will not apply:

- if your Moixa equipment has been moved from its original position, unless you have our written permission to have moved it;
- if your Moixa equipment is not working because it is not connected to the internet via a sufficiently reliable domestic broadband internet connection with access to data connectivity through the internet connection in your home or changes to your home's electricity system have caused the fault;
- if your Moixa equipment is not working due to a change in your home's or vehicle's energy supplier or energy supply;
- due to theft, tampering, disassembly, repair, neglect, misuse, accident, fire, flood, explosion, lightning, storms, frost or other bad weather conditions; or

³ If you are a tenant in a rented property, please let us know so that we can discuss whether this warranty is for your or your landlord's benefit.

⁴ Separate guarantee conditions apply to Moixa equipment purchased or installed outside any of these territories. Please ask your retailer for details.

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- if there have been unauthorised adjustments or self-maintenance tasks not recommended in the User Manual and made to your Moixa equipment by anyone other than a Moixa Accredited Installer.

Please also note the [General Terms](#) below, and in particular [Personal Use Only](#), and [Our responsibility for loss or damage](#), which apply to this Moixa equipment warranty.

How to make a claim

To make a valid claim under this Moixa equipment warranty, you must:

- follow the procedure in the relevant User Manual for your Moixa equipment for reporting faults and contact the Customer Support Team using the contact details set out at the bottom of this page; and
- let us know about a fault within a reasonable time.

Moving home?

If you move out of your home during the ten-year period of this Moixa equipment warranty, please:

- contact our Customer Support Team using the contact details set out at the bottom of this page; and
- ask the person who moves in to contact us so that we can transfer the benefit to them.

Your legal rights as a consumer

This Moixa equipment warranty doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

Other materials and parts installed alongside Moixa equipment are covered by their individual manufacturer's warranty.

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6. Installation

Professional installation

Direct Purchase from Moixa

If you have purchased your Product directly from us, we'll send a Moixa Accredited Installer to carry out the work – they either work for us or are our sub-contractors. Standard installation of your Product by a Moixa Accredited Installer is included in the purchase price and will cover the majority of homes.

All Moixa Accredited Installers are fully qualified electricians and have undertaken our training and are certified by us to install and commission Moixa equipment, and who are qualified to install any key component of your Product which is not made by Moixa. Moixa is not MCS⁵ accredited. However if required we will ensure that your Moixa Accredited Installer is MCS accredited and they will provide your MCS certification. If you need any help with your MCS certification in the future, please contact the Moixa Customer Support Team in the first place and we will put you in touch with your Moixa Accredited Installer.

Upon final payment and commissioning of your Product, you will become the legal owner of the Product.

Purchase from someone other than Moixa

If you have purchased your Product from someone other than us, you will enter into a separate agreement to install and commission your Product. Moixa will not enter into any installation or workmanship warranty with you relating to installation and commissioning of your Product. Upon final payment and commissioning of your Product, you will become the legal owner of the Product.

Please note that for the Moixa equipment warranty to be valid, installation and commissioning must be carried out by a Moixa Accredited Installer.

We strongly recommend that only Moixa Accredited Installers install and commission Moixa equipment.

Installation Terms relating to Direct Purchase from Moixa

Standard Installation Terms for your Product

When you have paid the deposit for your Product, we ask you to complete an online survey to check that we will be able to install it on our standard installation terms. We ask for information on the planned location of the Product. As part of this process, we also ask you to send⁶ photographs of the area where your Product will be installed and to provide your Meter Point Administration Number⁶. You are responsible for giving accurate information relating to the questions we ask you in the online survey.

For standard installation for your Moixa equipment, you'll need to have:

- A reliable domestic broadband connection with bandwidth of at least 20Mbps, Wi-Fi and a spare ethernet port connection⁷
- An extra power socket close to your broadband router
- A flat, vertical surface that is easily accessible, not near water (including taps) and not in an area prone to flooding
- One free circuit in your consumer unit to connect your Moixa equipment and one additional free circuit if your Product requires the use of an inverter component

The following is included in a standard installation:

- Fixing of the Product to an existing brick / masonry wall (for a Moixa Energy Storage System, being either a Moixa Smart Battery or Moixa Optimised Battery System) or an other existing suitable wall (for a Moixa Hub) or floor mounted and attached to a plaster or other partition wall (for either pieces of Moixa equipment)
- Up to 5m twin and earth / flex cable run from the Product to your fuse box / electricity supply meter
- Up to 3m of trunking or conduit to conceal interior wiring

⁵ MCS is the micro-generation certification scheme.

⁶ Your MPAN number is the unique number that identifies the electricity meter in your home. The number is 21 digits and can be found on your electricity bill.

⁷ In order to commission the equipment and complete the installation we need access to data connectivity. We need your internet connection to be working at this time. If it is not working, we will have to come back another time, and we may charge for this extra visit.

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- Fitting and testing of electrical connections required for the Product
- Installation of a 4-way consumer enclosure for the Smart Meter
- Smart Meter and clamps with cable up to 10m to each connection (i.e. Product, solar PV incoming live wire, mains incoming live wire)
- Installation of an AC isolator switch for your Moixa equipment
- Installation of a 16A type A RCBO or equivalent
- Connection of CAT 5 shielded cable to your house router up to 5m away from your Moixa equipment, or installation of a powerline adapter from your Product to a mains plug up to 5m away
- Installation in the United Kingdom of Great Britain and Northern Ireland in line with BS 7671:2018 IET Wiring Regulations and the IET Code of Practice for Electrical Energy Storage Systems. Installation in the Republic of Ireland must be in line with ET101: 2008+A1+A2+A3 : 2018 National Rules for Electrical Installations, 4th Edition, ElectroTechnical Council of Ireland

Any part of your Product which is not Moixa equipment, but must also be installed may require additional space and/or other requirements, for example additional circuits on the consumer unit. We will ask for details of your property on the initial online survey in order to assess whether we need to visit before installation to perform a site survey so that we can check whether the installation will be on our standard terms. You must refer to the guidelines for installation of any part of your Product which is not made by Moixa and let us know as part of your responses to the initial online survey if there is anything which may require non-standard installation work.

Non-Standard Installation Requirements for your Product

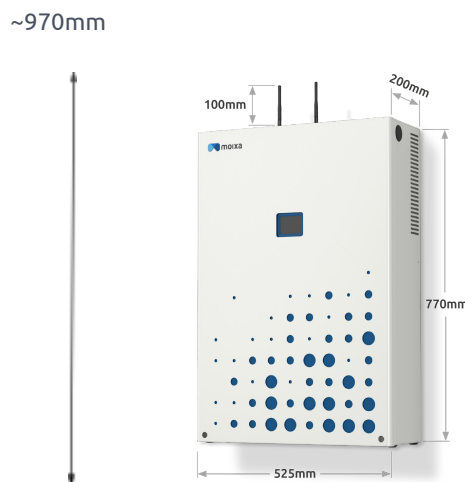
There'll be an extra charge for any changes or additional work which you ask for, or if there is work needed to install your Product which is not included in our standard installation terms (whether this is planned ahead of time or discovered when the Moixa Accredited Installer arrives to install and commission the equipment). If this happens, we'll explain the reason for the additional work and let you know what the extra charge for the work will be, so you can decide if you'd like to go ahead. The quote will be valid for 90 days from the day when it was given. You may ask another suitably qualified technician to do this additional work, and then let us know once it is complete, so we can continue with the standard installation. If you do not agree to the additional cost or we conclude that it will not be possible to install the Product, you or we can cancel this User Agreement and we will return any money you have already paid to us.

The following are examples of what may cause additional work:

- If the Product is to be installed in lofts or confined spaces. In some instances, this may be possible if deemed safe by us or the Moixa Accredited Installer, but it is likely that there will be additional charges. Please note however, that it is often impossible to install the Product in a loft or confined space.
- Installation requires work to ensure that there is no obstruction.
- Installation requires trenching any cable underground or suspending it above ground.
- Installation requires lifting any type of flooring (i.e. cable run below floorboards).

Installation Requirements just for the 4.8kWh Moixa Smart Battery

The Moixa Smart Battery requires a space of at least the dimensions below (including 10cm space on each side and above for ventilation).



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~725mm



Our territories

Please note that we can only arrange for installation of equipment in the United Kingdom of Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. Different conditions may apply to Products purchased or to be installed somewhere else.

Reasonable timeframes

Once we have confirmed that we can go ahead with a standard installation (or confirmed any additional work required), we will make an application to your Distribution Network Operator (DNO) which will usually take about 10 business days (or longer based on the size of the microgenerator required) to be approved. Once approved, we'll confirm an appointment time to deliver, install and commission your Product.

We aren't responsible for installation delays caused by bad weather or any other circumstances beyond our control. We will contact you as soon as possible to let you know and take steps to minimise the effect of any such delay. If there is a risk of substantial delay, you'll have the right to cancel this User Agreement and we will refund any money you have paid to us.

We'll install and commission your Product during normal working hours, which are 8.00am – 6.00pm Monday to Friday. We may charge extra for installation outside normal working hours, but we will agree any such charge with you first.

We won't pay any compensation if we're unable to complete the installation and commissioning of your Product during the appointment. However, we'll make another appointment with you for a time to complete the work.

If you or anyone else fails to keep an agreed appointment time for the installation and commissioning of your Product (or fails to make an appointment time within a reasonable time), we may charge extra for installation and commissioning or cancel this User Agreement, refunding any money you have paid to us (subtracting any costs we have incurred).

Your responsibility

You're responsible for making sure that you have any appropriate licences, consents or permissions to install and use your Product.

Moixa Accredited Installers

All Moixa Accredited Installers carry identity cards.

Moixa Accredited Installers will install and commission your Product correctly and with the degree of skill, care and diligence to be expected of a competent and professional installer of such Products and in accordance with good engineering practice.

Getting into your home

Moixa's Accredited Installers and sub-contractors will only work in your home if there's someone aged 18 or more there at all times during the visit. It's your responsibility to give them access to your home. If they can't get access or you postpone an appointment, they won't be able to complete the work. We may cancel this User Agreement if this happens more than once, in which case we would return any money you have already paid, having subtracted any reasonable costs we have incurred.

Working in dangerous or unsafe conditions

The Moixa Accredited Installer won't start or continue doing any work in your home if they believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And they won't return to finish the work until that risk is gone. If any asbestos needs to be removed before they can start work in your home, you'll need to arrange and pay for someone else to remove it and give you a clean air certificate which you'll need to show them.

Tenants need landlords' permission

If you are a tenant, you may need your landlord's permission to carry out the work required to install and commission your Product. Unless you tell us otherwise, we'll assume that you have this permission. We won't be responsible if we carry out work and you don't have your landlord's permission. You'll be responsible for any losses we suffer as a result of you failing to get your landlord's permission.

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7. Installation warranty

What is covered

If the Moixa Accredited Installer's installation work is faulty, we'll carry out the work again free of charge or refund you the charge for the part of the installation work which was faulty.

Our work is guaranteed for two years from the date on which your Product was commissioned.

This installation warranty only applies to the work we or the Moixa Accredited Installer carry or carries out on installing the Product. Moixa equipment itself is covered by the Moixa equipment warranty ([see above](#)). Other goods and parts are covered by their individual manufacturer's warranty.

If you make a claim under this installation warranty, we will not extend this two-year period.

What is not covered

This installation warranty applies only if:

- your Product has been purchased from Moixa, installed and commissioned by a Moixa Accredited Installer;
- your Product has been purchased and installed in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Isle of Man, or the Channel Islands;⁸
- you have used, operated and maintained your Product properly and followed the relevant User Manual and any other instructions we have given you;
- you let us know about a fault within a reasonable time;
- you give us all the information we reasonably ask for and you give us to access your home so that we can evaluate the fault and fix it or reimburse you; and
- the power and other inputs that are provided are fit for purpose or properly used and provided.

The Moixa Accredited Installer will take reasonable care to carry out the installation and commissioning without causing unnecessary damage to your home. They'll make good any unnecessary damage that is directly caused by their negligence. However, the installation (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need redecoration after they finish the installation. This is your responsibility and is not included in our standard installation terms or covered by this installation warranty.

We also won't be liable for the cost of repairing any pre-existing faults or damage to your property that we discover while installing and commissioning any Product. Again, this is your responsibility and is not included in our standard installation terms or covered by this installation warranty.

How to make a claim

To make a valid claim under this installation warranty, you must:

- contact the Customer Support Team using the contact details set out at the bottom of this page; and
- let us know about a fault within a reasonable time.

Moving home?

If you move out of your home during the two-year period of this installation warranty, please:

- contact our Customer Support Team using the contact details set out at the bottom of this page; and
- ask the person who moves in to contact us so that we can transfer the benefit to them.

Consumer rights

This warranty doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

⁸ Separate guarantee conditions apply to Products purchased or installed outside any of these territories. Please ask your retailer for details.

Please contact our Customer Support Team if you have any questions or complaints about any Moixa equipment, service or digital content by email at support@moixa.com, by calling +44 (0)20 7734 1511 or by writing to us at Moixa Technology Limited, 29-31 Saffron Hill, London EC1N 8FH. We are available between 9am and 6pm on weekdays (excluding Bank Holidays).

Moixa is a trading style of Moixa Technology Limited. We are registered at 55 Baker Street, London, W1U 7EU Reg. No. 05631091. We are authorised and regulated by the Financial Conduct Authority under reference number 767876. We act as a credit broker and not a lender. We offer facilities from one lender, subject to status. Written details are available on request.

8. Payment

When you are purchasing directly from Moixa, an initial deposit from you is due for the Moixa equipment and any other equipment you are buying directly from us before we can start to make arrangements for installation. Final payment is due at the time we install and commission your Product unless you are entering into a financing arrangement.

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9. GridShare Membership Scheme

Application for Membership

You may be eligible to take part in our GridShare Membership Scheme. Please contact our Customer Support Team using the contact details set out at the bottom of this page, if you are interested in finding out more about this or are not sure whether you are eligible. If you would like to take part, you must complete and return the application form which we provide by email. You are not a participant in this GridShare Membership Scheme simply by way of entering into this User Agreement

We may reasonably reject any application, but if we do we'll explain why. This might be because:

- you do not own the Product which has been installed in your home e.g. you are a tenant and the landlord has installed the Product; or
- the location of your home makes it ineligible.

Term of GridShare Membership Scheme

If we accept your application, your participation in the GridShare Membership Scheme will start on the date we accept it and it will operate for a term of 36 months. At the end of each GridShare Membership Scheme term, we will endeavour to offer the opportunity to join a new term of GridShare Membership, subject to new terms and qualification criteria. Please note that if you participate in the GridShare Membership Scheme, you have no right to cancel either this User Agreement or your participation in the GridShare Membership Scheme during its term (other than if you wish to cancel and return your Product within 14 days of purchase - (see [Statutory Right to Cancel](#))).

Your responsibilities and obligations

During this time, you must:

- not interfere with or damage the Product and you must report any faults to the Product to the Customer Support Team at support@moixa.com within a reasonable time of first becoming aware of such fault, as determined by the seriousness of the fault;
- be responsible for keeping the Product powered-on at all times, provided it is safe for you to do so (please refer to your User Manual and any other instructions provided); and
- maintain a constant live internet connection to the Product (the minimum period being a total of 438 hours in any 12-month period representing a total of 95% uptime) and, if it becomes disconnected from the internet, restore the connection as soon as practicable.

As part of your participation in the GridShare Membership Scheme, you consent that we may access and control the Product remotely in order to provide services on your behalf to:

- your local distribution network;
- the electricity network (for example, making the Product available to participate in the National Grid's Firm Frequency Response balancing service); and
- other parties for example utility companies, at any time and as frequently as we consider necessary without your further knowledge or consent.

If you do not comply with any of these conditions, we may cancel your participation in the GridShare Membership Scheme.

Our responsibilities and obligations

We will use our best endeavours to ensure that reporting on activities in relation to the GridShare Membership Scheme is available on-demand via the Moixa Dashboard, including start and end times of services that the Product has participated in. Participation in the GridShare Membership Scheme may involve discharging stored energy from the Product to the electricity network and cause an increase in your home's consumption of metered electricity.

By participating in the GridShare Membership Scheme, we undertake to use our best endeavours to act in your best economic interests.

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We will pay you in return for your participation in the GridShare Membership Scheme once a year. GridShare Membership Scheme payments will be made within 14 days of each anniversary of the date on which your participation started during the term.

GridShare Membership Scheme payments may vary from person to person depending for example, on the date participation in the GridShare Membership Scheme started or the location of your Product.

The GridShare Membership Scheme payment amount will be:

- a fixed rate per year (as notified to you when you applied to participate in the GridShare Membership Scheme); plus
- an amount equal to an estimation by us of the sums that comprise the monetary savings that you would have made had you not been a member of the GridShare Membership Scheme. This is calculated by running a simulation of how the Product would have behaved had it not participated in the grid services using an assumed tariff rate.

The GridShare Membership Scheme payment will be paid provided that you signed up and were accepted, even though your Product may not be participating in grid services and/or no trading may have occurred during the whole or any part of the term of the GridShare Membership Scheme.

We'll extend the ten year period of your Moixa equipment warranty for as long as you are a member of our GridShare Membership Scheme (although we may add or vary the terms). This extension only applies to your Moixa equipment and not to any other component which is part of your Product. For example, if you have purchased a Moixa Optimised Battery System, the GridShare Membership Scheme Moixa equipment warranty extension only applies to your Moixa Hub and not any other component which is part of your Product.

If we cancel your participation in the GridShare Membership Scheme, you will be entitled to a partial GridShare Membership Scheme payment calculated on a pro rata basis, meaning that payments will be allocated proportionally for each full month you have taken part in the GridShare Membership Scheme and complied with all of your responsibilities, calculated from the day after the last date accounted for in the previous report.

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10. General terms for this User Agreement

Period of this User Agreement – renewal

Unless either of us cancels this User Agreement (as detailed in the cancellation policy [below](#)), it will remain in force for an initial period of 36 months (and after that for successive periods of 12 months). 90 days before each occasion when this User Agreement is due to renew, we will contact you to give you the opportunity to cancel it if you wish. Please note that if you are a participant in the GridShare Membership Scheme this is amended - see [Term of GridShare Membership Scheme](#).

Personal use only

All Products are sold for personal and domestic use only. If you use your Product 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 or any other losses (whether direct or indirect), including penalties or fines, which you incur because of such use. This includes any losses arising under our product warranty.

English language

Everything we write to you – including this User Agreement – will be in English.

Entire Agreement and Inconsistency

This User Agreement includes our Back-Up Policy, Privacy Policy and any user manual relating to Moixa equipment (together “**Additional Documentation**”). This User Agreement is the entire agreement between us. If there is an inconsistency between any of the provisions in these terms and any Additional Documentation, the provisions in these terms will prevail.

Which law applies

This User Agreement is governed by English law. And any claim or dispute arising under these terms is subject to the exclusive jurisdiction of the English courts to which you and we irrevocably agree to submit. If you live in and have purchased your Product in a country other than England or Wales, you may benefit from additional statutory consumer protection under the laws of that country. Nothing in this User Agreement, including this section, affects your rights as a consumer to rely on such additional protection.

Who can benefit from this User Agreement?

Nobody other than you can benefit from, or enforce, the terms in this User Agreement.

Transfer of this User Agreement

We may transfer our rights and obligations under this User Agreement to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us using the details set out at the bottom of this page to end your contract.

You may not transfer your rights and obligations under this User Agreement to anyone else without our prior written approval.

Unenforceable terms

If any section of this User Agreement is found to be void or unenforceable by a court, only that section will be removed, and the rest of this User Agreement shall continue to apply as if that section were not included.

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Delay in enforcing this User Agreement

If we fail to exercise any right or delay to take steps against you for any breach of the terms in this User Agreement or under law, that will not prevent us exercising that right or taking steps against you at a later date.

Upgrades and updates to software and digital content

We may update the software or develop patches, bug fixes, or other make modifications to reflect changes in applicable laws and regulatory requirements or for other reasons (“**Upgrade**”) to the software which provides the Moixa Dashboard and App, which may be automatically uploaded or may require you to update or re-install it. Any Upgrades will be aimed at improving the performance of your Product and the Moixa Dashboard and App, but we’ll make sure they continue to match the description we provided before you bought them. We won’t be responsible if an Upgrade affects how your Product and the Moixa Dashboard and App works if this is caused by your own equipment – for example your smartphone or broadband – not supporting the Upgrade.

The Moixa Dashboard and App may be temporarily unavailable due to reasons beyond our control, if we have to carry out planned maintenance during notified time periods or unscheduled maintenance. We’ll try to inform you in advance, but it may not always be possible to do so.

Interference with your Product or copying provision of digital content

You must use your Product, services and digital content in line with this User Agreement, the Hosting Services Provider Customer Agreement and any applicable law.

You may access and use the software which supplies the Moixa Dashboard or App or which provides the GridShare Membership Scheme, but you have no right to receive a copy of the object code or source code for such software.

You must not copy, modify, adapt, alter, tamper with, repair, reverse engineer, decompile, decode, decrypt or otherwise disassemble, configure or modify any Moixa equipment, services or digital content, unless expressly permitted by law.

You must not access, store, distribute or transmit any thing or device (including worms, trojan horses or viruses) which may prevent, impair or negatively affect your Product, services or digital content.

You must not build any equipment or software which competes with your Product, services or digital content.

You must not copy the instructions, or any other documentation provided with your Product or available on the Moixa website any more than is necessary for its proper use and operation or help anyone else to do so.

In the event any of the above takes place, you must promptly notify our Customer Support Team using the details set out at the bottom of this page.

Limitations relating to the GridShare Software

We use the Internet to send information to you – we’ll do our best to keep our infrastructure running but there may be instances which prevent or delay performance of any of your Moixa equipment or availability of the Moixa Dashboard and App.

Please note that your smartphone or other mobile device will need to have reception and data coverage to be able to receive information.

Battery Recycling

As a producer of industrial batteries under the Waste Batteries and Accumulators Regulations 2009, we produce Lithium Ion Phosphate batteries. We are obliged to take back free of charge, waste industrial batteries supplied to you for treatment and recycling. We are required to do this in any calendar year we place new industrial batteries on the market. If you require us to take back such battery components, please notify our Customer Support Team using the details set out at the bottom of this page.

Moving home

Your Product is part of your home’s electricity and/or vehicle charging system and none of it may be uninstalled if you are moving home. It is not possible to reinstall any Moixa equipment at your new home. If you move home, you must leave it all behind.

You must let us know if you are moving home by contacting the Customer Support Team using the details set out at the bottom of this page. You must ask the person moving into your home to contact us so that they can register as new

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users to make the most of the Product and have the benefit of the services and digital content we provide via the Moixa Dashboard and App, any warranties which are still effective and to consider signing up for the GridShare Membership Scheme if they are eligible.

Please let the person moving into your home know that if they do not wish to use the Product, they may contact us to request uninstallation at their cost.

Our right to make changes

We may make changes to this User Agreement, any services or the provision of any digital content. If we do, we'll put the changes on our website at www.moixa.com. If the changes are significant, we'll let you know in writing. If you're not happy with the changes, you will have the opportunity to cancel this User Agreement.

Our responsibility for loss or damage

Foreseeable loss or damage caused by us

We are responsible for any loss or damage you suffer that is a foreseeable result of our failing to comply with this User Agreement or 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 it is obvious that it will happen or if both you and we knew it might happen at the time that you buy your Product.

General exclusions

We are not responsible for any costs, loss or damage that you or anyone else suffers as a result of the following:

- you or anyone else not using, maintaining or operating any Moixa equipment, other part of your Product, service or provision of digital content in line with the relevant instructions, including any User Manual and installation guides, which are provided to you or are on our website at moixa.com;
- you or anyone else not using any Moixa equipment, other part of your Product, service or provision of digital content for the purpose intended;
- problems caused by your or anyone else's smartphone, computer, internet browser or internet connection or altering the radio frequency allocations of your system controls;
- your failure to get the appropriate licence, consent, permission or permissions (unless we offer to do so) to install and commission any Moixa equipment, other part of your Product, service or provision of digital content;
- having Moixa equipment or other part of your Product in your home or anyone else's home without the permission or agreement of any other persons living in that property;
- you or anyone else exceeding the permitted data limit on your or their broadband or mobile data packages;
- unauthorised use of your Moixa equipment, other part of your Product, service or provision of digital content, for example if your smartphone or log-in details are lost or stolen. We advise you to keep your log-in details secret and to use PIN protection on your smartphone to prevent unauthorised use of your Moixa equipment, other part of your Product, service or provision of digital content. If you believe that someone has gained unauthorised access, you can report this to our Customer Support Team using the details on the first page and we will do what we can to help you reset your Moixa log-in details;
- you, or anyone else, interfering with your Product or copying provision of digital content, as set out [above](#);
- use or misuse, by you or anyone else, of the data collected by us;
- our failure to send, or your or anyone else's failure to receive, a notification to you or anyone else in relation to your Product, service or provision of digital content;
- your or anyone else's failure to take action as a result of receiving a notification from us;
- the energy savings that the Product actually achieves in real terms varying from any estimates previously provided or not being at an optimum level at all times due to, for example:
 - you not providing us with correct tariff information,
 - weather predictions being inaccurate,
 - energy prices provided by your energy suppliers being provided late or incorrect at any time or
 - significant changes in your energy consumption patterns leading to a lack of predictability;
- any accidental damage to your Product you or someone else has caused.

We are also not liable if we are unable to do anything which we are normally responsible for under this User Agreement, due to circumstances beyond our reasonable control (including but not limited to war, riot, civil

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commotion, terrorism, strike, lock out or other industrial disputes (whether involving our workforce or anyone else), failure of a utility service or transport or telecommunications network, malicious damage, pandemic, earthquake, fire, storm, flood or other act of God). We will use reasonable endeavours to minimise the effects of such events but if any such event prevents us from performing our obligations for 6 months or more, you may cancel this User Agreement.

Unlawful exclusions and limitations

We don't exclude or limit our liability 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;
- fraud or fraudulent misrepresentation;
- breach of your legal rights in relation to the Product, e.g. for defective products under the Consumer Protection Act 1987; and
- (where purchased directly from us) the right to receive a Product which is;
 - as described and matches information we provided to you and any sample or model seen or examine by you;
 - of satisfactory quality;
 - fit for any particular purpose made known to us;
 - supplied with reasonable skill and care; and
 - where installed by us, correctly installed.

Damage caused by digital content

If defective digital content which we have supplied, e.g. the Moixa Dashboard or App, damages any of your devices or digital content and this is caused by our failure to use reasonable care and skill, we'll either repair the damage or pay you compensation. However, we won't be liable for damage which you could have avoided by following our advice to apply an Upgrade offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place any advised minimum system requirements.

Unrelated supporting equipment

We won't be responsible for:

- the broadband internet connection to your home – if you have any issues with your broadband, you should speak to your broadband provider who will be best placed to help you; or
- providing a smartphone, computer or internet browser that is compatible with your Product.

Consumer rights

These exclusions don't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards. Your and our rights and remedies in these terms are in addition to (and not exclusive of) any rights or remedies provided by law.

Hosting Services Provider Agreement

The software is located on servers that are controlled by a third party company (the "**Hosting Services Provider**"). The Hosting Services Provider is currently Amazon Web Services, Inc. pursuant to an agreement which can be found at <http://aws.amazon.com/agreement> (the "**Hosting Services Provider Customer Agreement**"). The Hosting Services Provider has also been appointed by us to store the data inputted by you or us on your behalf to enable you to use the Moixa Dashboard and App (the "**Customer Data**"). We may appoint a replacement Hosting Services Provider to store the Customer Data and will notify you if we do so.

You confirm that you agree to abide by the terms of the Hosting Services Provider Customer Agreement. You agree to comply with any obligations imposed on us relating to the use of the Hosting Services Provider's services as if you were a party to the Hosting Services Provider Customer Agreement.

We will use and store the Customer Data:

- to provide you with visualisation of your Customer Data through the Moixa Dashboard or App notified to you from time to time;
- to perform analysis on the Customer Data;
- to aggregate information and statistics; and

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- where the owner of the Product has granted you rights to use the Product, to give such owner access to the data for the purposes of calculating and verifying the generation of electricity and battery usage.

You are responsible for the reliability and accuracy of any Customer Data which you provide to us. You acknowledge and agree that personal data provided to us may be transferred or stored outside the EEA or the country where you are located in order to provide the Moixa Dashboard and perform our other obligations under this User Agreement.

We will follow our archiving procedures for Customer Data as set out in our [Back-Up Policy](#). We will comply with our [Privacy Policy](#) relating to the privacy and security of Customer Data. If there is loss or damage to Customer Data, we will use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us in accordance with the archiving procedure described in the Back-Up Policy. We will only be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the Hosting Services Provider acting on our instructions.

We will take appropriate reasonable technical and organisational measures against unauthorised or unlawful processing of personal data or its accidental loss, destruction or damage.

Intellectual Property Rights

We own a portfolio of intellectual property rights (“**IPR**”) in relation to the Moixa equipment and Moixa Dashboard (including the software) including but not limited to patents, copyright, trademarks, business names and domain names, and no rights to, under or in any IPR or licence, implied or otherwise, is granted to you in respect of the IPR or any other rights or licences in respect of your Moixa equipment and/or the Moixa Dashboard and App.

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11. Cancellation

Statutory right to cancel

If you bought from us directly and wish to cancel and return your Product

If you bought your Product directly from us, you can cancel this User Agreement up to 14 days after the day on which you received your Product (or day on which you received the last part of the Product, whichever of these dates is the latest). This is called your 'cooling off period'. To cancel your User Agreement with us, you can use the wording in the cancellation form included below in a letter or email to our Customer Support Team using the details on the first page, to let us know about your cancellation. Your notice of cancellation is confirmed as soon as you send it to our Customer Support Team via email or your letter is received.

If you wish to cancel this User Agreement within the cooling off period, before installation and commissioning, you will be responsible for the cost of returning the Product to us.

If you ask us to install and commission your Product before the cooling off period ends and then cancel, we can charge you reasonable costs for any work we carried out before you confirmed your cancellation. If we decide to send a Moixa Accredited Installer to uninstall your Product, this will be at our cost. However, we may ask you to carry out the uninstallation, in which case this together with the postage costs will be your responsibility. If we ask you to carry out the uninstallation and return to us, please retain proof of postage for any packages you send back to us to help avoid any disputes in the event we do not receive your package.

If you bought from someone other than us and wish to cancel and return your Product

If you bought your Product from someone other than us, you should contact that person or company. Please return your Product in its original packaging and condition along with your proof of purchase to that person or company that you bought it from. You must return the Product in accordance with their returns policy.

Cancellation of your User Agreement

You can cancel this User Agreement at any time by giving us at least 90 days' notice by contacting our Customer Support Team using the details on the first page (unless you are participating in the [GridShare Membership Scheme](#)). For as long as your Product is still installed and operational, you may sign up to this User Agreement again. If you wish to do this, please contact the Customer Support Team using the details at the bottom of this page. Subject to your statutory rights as set out above, if you no longer wish to use the Product, you may contact us to request uninstallation (see [Battery Recycling](#) above).

All licences granted will immediately terminate, you will no longer have the benefit of GridShare Software optimisation and you will no longer have access to the Moixa Dashboard and App, or any documentation provided to you.

Unless the Hosting Services Provider Agreement says otherwise, we'll retain your data for 30 days, during which time, you may ask for a copy of your data.

Anything in this User Agreement which is intended to survive cancellation or expiry of this User Agreement will survive.

We reserve the right at our sole discretion to refuse a service for any customer.

We can cancel your User Agreement by giving you at least 90 days' notice or with less notice in circumstances provided in this User Agreement or by law.

We may withdraw or amend the provision of digital content or services

We may write to you to let you know that we are going to stop providing or to make significant changes to the Moixa Dashboard and App or a service. We may also make significant changes to the Back-up Policy or our Privacy Policy. We will let you know at least [90 days in advance].

If we stop providing the GridShare software, this User Agreement will be cancelled.

If you're not happy with the changes referred to above, you will have the opportunity to cancel this User Agreement.

Please contact our Customer Support Team if you have any questions or complaints about any Moixa equipment, service or digital content by email at support@moixa.com, by calling +44 (0)20 7734 1511 or by writing to us at Moixa Technology Limited, 29-31 Saffron Hill, London EC1N 8FH. We are available between 9am and 6pm on weekdays (excluding Bank Holidays).

Moixa is a trading style of Moixa Technology Limited. We are registered at 55 Baker Street, London, W1U 7EU Reg. No. 05631091. We are authorised and regulated by the Financial Conduct Authority under reference number 767876. We act as a credit broker and not a lender. We offer facilities from one lender, subject to status. Written details are available on request.

If you decide to cancel the User Agreement in these circumstances and in addition, no longer wish to use the Product, you may contact us to request uninstallation at your cost.

12. Cancellation form

If you wish to cancel:

- an order; or
- access to GridShare Software and the Moixa Dashboard and App;

you may use the wording below in a letter or email, or call us on +44 (0)20 7734 1511 (we're open 9am – 6.00pm on weekdays (excluding Bank Holidays)) to confirm your cancellation.

To: Moixa Technology Limited

Email: support@moixa.com

I hereby give notice that I wish to cancel my order/access to the Moixa Dashboard and App.

Ordered / received on:

Name:

Address:

.....

.....

Email:

Date:

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