

GridShare Services User Agreement

Valid from January 2021

Introduction	1
Information about us and contact details	1
Privacy	1
Complaints	1
Our contract with you	2
How we will enter into a contract	2
Your legal consumer statutory rights	2
GridShare Services	3
Optimisation	3
Moixa Dashboard and App	3
General Terms of this GridShare Services Agreement	4
Upgrades, Updates and Limitations	4
Monitoring	4
Entire Agreement and Inconsistency	4
Your Obligations	4
Moving home	5
Hosting Services Provider Agreement	5
Intellectual Property Rights	6
Personal use only	6
English language	6
Which law applies	6
Who can benefit from this GridShare Services Agreement?	6
Cancellation	6
Transfer of this GridShare Services Agreement	6
Unenforceable terms	7
Delay in enforcing this GridShare Services Agreement	7
Our right to make changes	7
Our responsibility for loss or damage	7

Introduction

These are the terms and conditions on which we supply GridShare Services (as defined on page 3 - GridShare Services) to you. Please read this GridShare Services Agreement as it will tell you everything you need to know about the terms on which we will deal with each other. You accept this GridShare Services Agreement when you set up your Moixa Dashboard and App account.

Information about us and contact details

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

Your installer will tell you who is providing your customer support.

Please contact your customer support team if you have any questions or complaints, or wish to cancel this GridShare Services Agreement or need to notify us of any changes to your circumstances.

If Moixa is providing your customer support, you should contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays)¹. You can also write to us at Moixa Technology, 29-31 Saffron Hill, London EC1N 8FH.

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

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. Moixa Technology Limited is the data controller of your personal data.

You can contact our data protection officer using the contact details above, asking for the Data Protection Officer.

Complaints

We take any complaint seriously and we'll do our best to resolve any issue for which we are responsible straight away. If we need more time to investigate, we'll let you know and keep you updated.

If Moixa is providing your customer support, and your concern is about any part of your system which is not made by us or for which we are not responsible, 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, you can seek independent advice and escalate your complaint to Citizens Advice, website adviceguide.org.uk or call 03454 04 05 06 (or its equivalent in the jurisdiction where you live).

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

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

Our contract with you

How we will enter into a contract

You accept this GridShare Services Agreement when you set up your Moixa Dashboard and App account.

Your legal consumer statutory rights

We have a legal duty to supply software, digital content and services that comply with this GridShare Services Agreement.

You may have additional statutory legal rights relating to consumers (described below) in addition to your rights under this GridShare Services Agreement. These are subject to certain exceptions. Nothing in this GridShare Services Agreement will affect such additional statutory legal rights.

For detailed information please visit the Citizens Advice website [adviceguide.org.uk](https://www.adviceguide.org.uk) or call 03454 04 05 06 (or the equivalent organisation in the jurisdiction where you live).

Digital content

English 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; and
- if you can show the fault has damaged your hardware and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Services

English law requires that services we provide must be carried out with reasonable care and skill. This means that:

- if a service that we provide 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; and
- if you haven't agreed to a timescale, we must provide the services within a reasonable time.

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

GridShare Services

Throughout this GridShare Services Agreement, when we refer to “GridShare Services”, we mean both optimisation and the Moixa Dashboard and App, each as described below together with any Customer Support that we are providing.

Optimisation

GridShare Services include identification of your home’s solar generation and consumption patterns and use of your energy storage system to save cost and maximise use of solar energy. We may use these generation and consumption patterns to create predictions and show them through the Moixa Dashboard and App.

If your household is on a Time-of-Use tariff, then we will provide optimisation services including use of consumption and weather forecasts to generate a personalised charging plan to power your household from the cleanest and cheapest energy.

GridShare Services can also include the control and optimisation of other energy assets.

Moixa Dashboard and App

The Moixa Dashboard and App allow you to monitor your home’s energy data and the performance of your energy storage system.

The Moixa Dashboard and App provide energy graphs and analytics to help you understand your energy consumption and generation patterns over time and how much energy your home consumes from various sources.

The Moixa Dashboard is a web application that you will need an up to date web browser (Chrome, Firefox, Safari, IE11, or Microsoft Edge) and internet connection to access. Once you have created an account through the Moixa Dashboard, the Moixa App is available for download on both iOS and Android devices.

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

General Terms of this GridShare Services Agreement

Upgrades, Updates and Limitations

We may update the software or develop patches, bug fixes or make other modifications to reflect changes in applicable laws, regulatory requirements or for other reasons (“**Upgrade**”) to the **GridShare Platform** (which is the software that enables us to provide GridShare Services), which may be automatically uploaded (without providing notice to you, and you consent to such Upgrade) or may require you to update or re-install the Moixa Dashboard and/or App. Any Upgrades will be aimed at improving the performance of your energy storage system and/or other energy assets and the GridShare Services, but we’ll make sure they continue to match the description we provided before they were installed. You will need internet access for us to deliver any Upgrade to you.

We won’t be responsible if an Upgrade affects how your energy storage system and/or other energy assets and the GridShare Services work if this is caused by your own equipment – for example your smartphone or broadband – not supporting the Upgrade. We will also not be liable for damage to your energy storage system and/or other energy assets and/or any other equipment, which you could have avoided by following our advice to apply an Upgrade offered to you free of charge.

GridShare Services may be temporarily unavailable due to reasons beyond our control, for example, 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.

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

Monitoring

The GridShare Platform can monitor your household electricity generation and household usage electronically 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. The GridShare Platform then schedules the best time for use of your energy storage system and/or other energy assets, based on these personalised predictions and controls your energy storage system or other energy assets to implement the schedule. The GridShare Platform may also use the data collected for aggregate profiling. Moixa is involved in collecting and monitoring your data, and we may use it to improve our software. We may share your Customer Data (defined below) with your energy supplier or other third party (for example to provide customer support and/or maintenance services) if you have entered into an agreement with your energy supplier or such other third party to allow us to share such Customer Data and the energy supplier has provided us with details of such agreement.

Entire Agreement and Inconsistency

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

Your Obligations

You must use the GridShare Services and any other services we provide in line with this GridShare Services Agreement, Additional Documentation, the Hosting Services Provider Customer Agreement (defined below) and any applicable law.

You must provide us with (1) all reasonably necessary cooperation regarding this GridShare Services Agreement in a timely and efficient matter and (2) all reasonably necessary access to information as we require to provide the GridShare Services, including Customer Data (defined below), security access information and configuration services.

You may access and use GridShare Services, but have no right to receive a copy of the object code or source code for either GridShare Platform or the GridShare Services.

You must keep a secure password for the Moixa Dashboard and App and Additional Documentation, where required, and regularly change such password and keep such password confidential.

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

You must not copy, modify, adapt, alter, tamper with, repair, reverse engineer, decompile, decode, decrypt or otherwise disassemble, configure or modify GridShare Platform and/or GridShare Services unless expressly permitted by law (which law cannot be excluded by agreement).

You must not use GridShare Platform and/or GridShare Services or any Additional Documents to provide a similar service to third parties. Further, you must not attempt to obtain, or assist third parties in obtaining, access to GridShare Platform and/or GridShare Services and Additional Documentation.

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 GridShare Platform and/or GridShare Services.

You must not build any software or other product which competes with GridShare Platform and/or GridShare Services.

You must not copy the instructions, or any other documentation provided with the GridShare Services 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 your customer support team, using the details set out at the bottom of this page.

Moving home

If you are moving home, please contact your customer support team, using the details at the bottom of this page.

If you wish to take your energy storage system and/or other energy assets to your new home and continue using GridShare Services, you are responsible for organising the de-installation of your energy storage system and/or other energy assets and its or their re-installation in your new property. If necessary, we will be able to offer you reasonable assistance with setting up GridShare Services once your energy storage system and/or other energy assets has or have been installed in your new property.

If you are leaving your energy storage system and/or other energy assets behind, you must also ask the person moving into your home to contact your customer support team so that they can register as new users to have the benefit of the GridShare Services.

Hosting Services Provider Agreement

The GridShare Platform 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, any third party such as an energy supplier or us on your behalf to enable you to use GridShare Services (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 have read and 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 and App notified to you from time to time;
- to perform analysis on the Customer Data;
- to aggregate information and statistics; and
- where the owner of the energy storage system and/or other energy assets has granted you rights to use the energy storage system and/or other energy assets, 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 country where you are located in order to provide the GridShare Services and perform our other obligations under this GridShare Services Agreement.

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

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

damage. 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 loss, destruction, alteration or disclosure of Customer Data caused by the Hosting Services Provider acting on our instructions. We may share your Customer Data with your energy supplier or other third party (for example to provide customer support and / or maintenance services) if you have entered into an agreement with your energy supplier or such other third party to allow us to share such Customer Data and they have provided us with details of such agreement.

Intellectual Property Rights

We own a portfolio of intellectual property rights (“IPR”) in relation to the GridShare Platform and GridShare Services 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 the GridShare Platform and GridShare Services.

Personal use only

The GridShare Services are provided for personal and domestic use only. If you use the GridShare Services 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.

English language

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

Which law applies

This GridShare Services 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 a country other than England or Wales, you may benefit from additional statutory consumer protection under the laws of that country. Nothing in this GridShare Services Agreement, including this section, affects your rights as a consumer to rely on such additional protection.

Who can benefit from this GridShare Services Agreement?

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

Cancellation

You can cancel this GridShare Services Agreement at any time by giving us at least 90 days’ notice by contacting your customer support team.

We can cancel your GridShare Services Agreement by giving you at least 90 days’ notice (or with less notice in circumstances provided in this GridShare Services Agreement or by law).

We will give you at least 90 days’ notice if we are going to make significant changes to (1) this GridShare Services Agreement, (2) the GridShare Services, (3) our Back-up Policy or (4) the Privacy Policy. If you’re not happy with any of these changes, you will have the opportunity to cancel this GridShare Services Agreement. If we stop providing the GridShare Services, this GridShare Services Agreement will be cancelled.

On cancellation of this GridShare Services Agreement, all licences granted will immediately terminate and you will no longer have access to GridShare Services, or any Additional Documentation. 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 GridShare Services Agreement which is intended to survive cancellation or expiry of this GridShare Services Agreement will survive.

Transfer of this GridShare Services Agreement

We may transfer, assign, charge, sub-contract or in any other manner deal with our rights and obligations under this GridShare Services Agreement. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact your Customer Support Team.

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

You may not transfer, licence, sell, rent, assign, distribute, display or otherwise commercially exploit or otherwise make available to any third party, the GridShare Services, Additional Documentation or any of your rights and obligations under this GridShare Services Agreement to anyone else without our prior written approval.

Unenforceable terms

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

Delay in enforcing this GridShare Services Agreement

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

Our right to make changes

We may make changes to this GridShare Services Agreement, the GridShare Platform, the GridShare Services, the Back-Up Policy or the Privacy Policy. 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 GridShare Services Agreement.

Our responsibility for loss or damage

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 services, which must be provided with reasonable care and skill.

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 GridShare Services Agreement or to use reasonable care and skill, but (other than as expressly provided in this GridShare Services Agreement) 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 entered into this GridShare Services Agreement.

We will use reasonable endeavours to make the GridShare Services available, but you acknowledge that there may be unavailability, suspension or termination for reasons arising from our Hosting Services Provider, factors outside our reasonable control, third party or your actions or inactions or factors related to your or third party technology, software or equipment and/or maintenance (as set out in [Your Obligations](#)).

Damage caused by digital content

If GridShare Services are defective and damage any of your energy storage system and/or other energy assets, 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 (see [Upgrades, Updates and Limitations](#)) or for damage which was caused by you failing to correctly follow installation instructions or to have in place any advised minimum system requirements.

General exclusions and limitations

We are not responsible for any costs, loss or damage that you or anyone else suffers due to:

- you being in breach of any of the terms of this GridShare Services Agreement;
- you or anyone else not using, maintaining or operating your energy storage system and/or other energy assets and/or the GridShare Services in line with the relevant instructions, including any User Manual and installation guides for GridShare Services, which are provided to you or are on the Moixa website;
- you or anyone else not using your energy storage system and/or other energy assets and/or the GridShare Services 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;

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.

- your failure to get the appropriate licence, consent, permission or permissions (unless we offer to do so) to use the GridShare Services;
- using the GridShare Services in your home or anyone else's home without the permission or agreement of any other persons living in that property;
- your broadband connection or you or anyone else exceeding the permitted data limit on your or their broadband or mobile data packages;
- any failure or unavailability of the GridShare Services caused by your failure to have and / or maintain network connections and telecommunications links to our data centres;
- unauthorised use of the GridShare Services, for example if your smartphone or log-in details are lost or stolen. Keep your log-in details secret and use PIN protection on your smartphone to prevent unauthorised use of the GridShare Services. If you believe that someone has gained unauthorised access, you can report this your customer support team, who will do what they can to help you reset your Moixa log-in details;
- you, or anyone else, interfering with the GridShare Services, as set out in [Your Obligations](#);
- our failure to send, or your or anyone else's failure to receive, a notification to you or anyone else in relation to the GridShare Platform and/or the GridShare Services;
- your or anyone else's failure to take action as a result of receiving a notification from us;
- the energy savings that your hardware actually achieves in real terms varying from 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 hardware 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 GridShare Services Agreement, due to circumstances beyond our reasonable control (including but not limited to war, riot, civil 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, epidemic, 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 GridShare Services Agreement.

If Moixa is providing your customer support and you have any questions or complaints about your product please contact us by email to support@moixa.com or by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

If Moixa is not providing your customer support, please refer to the contact information provided by your installer.