

Moixa User Agreement

for Moixa equipment not purchased directly from Moixa

Valid from April 2022

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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, 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.

Introduction

As you have purchased Moixa equipment from a supplier other than us, these are the terms and conditions on which we supply GridShare Services to you along with your Manufacturer's Warranty. Please read this Moixa User 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 Moixa User Agreement when you make your first payment for your Product. (Moixa equipment, GridShare Services and Product are defined in [Section 3 Moixa equipment and GridShare Services](#)).

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 Moixa User 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, 55 Baker Street, London, United Kingdom, W1U 7EU.

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 or by email directly to dpo@moixa.com.

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 Product 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.

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

1. Our contract with you

How we will enter into a contract

You accept this Moixa User Agreement when you make your first payment for your Product.

Your legal consumer statutory rights

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

You may have additional statutory legal rights against the entity that supplied you with your Product, relating to consumers in addition to your rights under this Moixa User Agreement. These are subject to certain exceptions. Nothing in this Moixa User Agreement will affect such additional statutory legal rights.

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

Moixa equipment

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

In addition, your supplier may also have statutory obligations to you under English law, regarding the quality of the Product (including Moixa equipment) which you have purchased directly from them, and under laws of the jurisdiction where you live, as they supplied you with your Product.

Digital content

English consumer law requires that digital content we provide 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 Product and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

Moixa 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 it; and
- if you haven't agreed a timescale, it must be carried out within a reasonable time.

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2. Moixa equipment and GridShare Services

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

When we refer to the “Product”, we mean the Moixa equipment and GridShare Services, together with any hardware which is not manufactured by us (for example, solar equipment, separate battery packs and/or electric vehicle chargers) and which is supplied to you and installed by your supplier together with your Moixa equipment.

Moixa Smart Battery

Your Moixa Smart Battery allows you, if you are a solar panel owner, to store excess solar energy in an integrated battery cell so that you can power your home from self-generated solar energy when it is needed. If you do not have solar panels, you can take energy from the grid and store it for use when it is needed. Your Moixa Smart Battery comes with an in-built Moixa Hub enabling GridShare Services.

Moixa Hub

A Moixa Hub can be integrated with battery systems to optimise battery cells for solar energy and grid energy storage. It enables the use of GridShare Services (see below). If you have purchased a Moixa Optimised Battery System (MOBS) from your supplier, this consists of, components such as battery cells and inverters, none of which are made by us, together with an integrated Moixa Hub, enabling GridShare Services (see below). MOBS are available in various different capacities, for example, 4.8kWh, 7.2kWh and 9.6kWh versions. Moixa Hubs can also be integrated with Electric Vehicle Chargers (whether the Moixa Hubs are stand alone, part of a MOBS or in-built into a Moixa Smart Battery).

Please note that the noise level of the inverter, which forms part of a MOBS, can be up to 70dB, from 1m distance, and can be disruptive when located near sleeping quarters. The Moixa Hub and batteries do not emit any sound. This is louder than a Moixa Smart Battery.

GridShare Services

Optimisation

For solar power generation - GridShare Services include identification of your home’s solar generation and consumption patterns and use 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.

Using energy from the grid - 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. If you also have solar panels, we will combine the solar energy generated alongside the Time-of-Use tariff.

Your control over operating modes² - when your Product is first installed, Moixa will decide which Mode out of Balance, Scheduled or Smart is most appropriate for you. Moixa will continue to monitor your home’s energy data and may adjust the Mode which we consider to be optimal for you. However, you may select any of these Modes, overriding Moixa’s selection at any time. If you have selected a different Mode from the one recommended by Moixa, please note that this may impact your Product’s performance and/or savings which you would otherwise make.

Balance Mode - Your Product will charge when excess solar generation is available and discharge when there is household demand to maximise your self generated solar energy.

Scheduled Mode - Your Product will follow your own set plan for different days of the week composed of charge and idle instructions in 30-minute increments. For periods where no charging instructions have been added the default behaviour is balance. These instructions will always be repeated weekly and can be repeated for different days of the week.

² Please note that you must not change your Mode if you have been contacted to let you know that your Product is part of an active flex contract.

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

Smart Mode - Your Product will follow a new AI-driven charging plan each day to optimise operation based on your household consumption predictions, solar generation predictions, and time-of-use tariff, in order to power your home with as much solar and low-cost energy as possible.

GridShare Services can also include the control and optimisation of other energy assets, such as electric vehicle chargers.

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. They provide energy graphs and analytics to help you understand your energy generation and consumption 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 an 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.

Upgrades, updates and limitations to GridShare Services

We may update the **GridShare Platform** (which is the software that enables us to provide GridShare Services) or develop patches, bug fixes, or make other modifications to reflect changes in applicable laws, regulatory requirements or for other reasons ("**Upgrade**") to , which may be automatically uploaded (and you consent to such automatic upload, without us providing any notice to you) or may require you to update or re-install the GridShare Platform. Any Upgrades will be aimed at improving the performance of your Product, but we'll make sure it continues to match the description we provided before you bought it. You will need internet access for us to deliver any Upgrade to you.

We won't be responsible if an Upgrade affects how your Product works 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 Product, 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 due to 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 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.

Provision, Monitoring and Use of Energy Data

The GridShare Platform can monitor your household electricity generation and household usage electronically, at all times whether or not you are using electricity, as well as other information that you or the manufacturer of your energy storage system have provided to us e.g. your energy tariff ("**Energy Data**"). The Energy 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 Product, based on these personalised predictions and controls your Product to implement the schedule. The GridShare Platform may also use the Energy Data collected for aggregate profiling.

If you have a product manufactured by Moixa, we collect and monitor your Energy Data. If you have a product manufactured by a third party, we may collect your Energy Data directly from your energy storage system, but in some cases, such third party, and/or your energy provider may collect your Energy Data from your energy storage system or from you directly, in the case of e.g. tariff information. For us to be able to provide GridShare Services to you, if a third party is collecting your Energy Data , you must, and hereby confirm that you do, authorise such third party to send it to us. Please note that if the third party manufacturer or energy supplier ceases to share Energy Data with us, we will no longer be able to provide GridShare Services to you. If this happens, we will notify you, and this Moixa User Agreement will be cancelled.

We may share your Energy Data with your energy supplier or other third party (for example to enable a third party 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 Energy Data and the energy supplier or other third party has provided us with details of such agreement. 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. In addition, we may use your Energy Data to improve our software.

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, 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.

3. Moixa equipment warranty

What is covered

Subject to the provisos below, all materials and parts for your Moixa equipment are guaranteed by Moixa for ten years from the date on which your Product was Commissioned³.

An installation will be considered successfully commissioned ("**Commissioned**") if at the time of the installation the following are true:

- 1) The Moixa equipment is capable of performing the required functions through simulated testing;
- 2) The Moixa equipment can be monitored using GridShare Services; and
- 3) The Moixa equipment is working as expected.

Within this ten year period, if the Moixa equipment develops a fault which is covered by this Moixa equipment warranty, then we'll repair or replace it free of charge.

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 a Moixa Accredited Installer visits your home to assess whether there is a fault, they reserve the right to charge a fee for this visit, which we will reimburse to you if there is a fault which is covered by this Moixa equipment warranty.

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

What is not covered

This Moixa equipment warranty applies only if your Moixa equipment:

- has been installed and commissioned by a Moixa Accredited Installer;
- 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;⁴
- has been used, operated and maintained properly and you (and, if appropriate, your tenant) and you (and, if appropriate, your tenant) have complied with all your obligations under this Moixa User Agreement, and have followed the User Manual and any other instructions and agreements that we, your Product supplier, your Moixa Accredited Installer or another third party (for example, your energy supplier if different from your Product supplier) have given you (and, if appropriate, your tenant);
- has been used only for the purpose for which it is intended and in a domestic or similar context; and
- in the case of a battery(s) cell 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.

This Moixa equipment warranty will not apply:

- if any part of your Product 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
- if there have been unauthorised adjustments or self-maintenance tasks not recommended in the User Manual and any other instructions we, your Product supplier, your Moixa Accredited Installer or other third party (for

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.

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, 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.

example, your energy supplier if different from your Product supplier) have given you, and made to your Product by anyone other than a Moixa Accredited Installer.

Please also note the [General Terms](#) below, and in particular [Personal Use Only](#), [Interference with your Product or copying provision of digital content](#) and [Our responsibility for loss or damage](#), all of which apply to this Moixa equipment warranty.

How to make a claim

If you do not own the Moixa equipment (e.g. you are a tenant and your landlord is the owner), please contact the owner of the Moixa equipment as soon as you notice a fault, to enable them 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 your Customer Support Team using the contact details provided to you by your installer; and
- let your Customer Support Team 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 and are leaving your Moixa equipment behind, please contact the Customer Support Team using the details at the bottom of this page.

You must also ask the person moving into your home to contact the Customer Support Team so that they can register as new users to have the benefit of the remaining period of this Moixa equipment warranty transferred to them. For more details of options when moving home, please see the relevant section in 6. General Terms for this Moixa User Agreement.

Your legal rights as a consumer

This Moixa equipment warranty doesn't affect your statutory rights against your supplier, installer, or us. If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards (or their equivalent in the jurisdiction where you live).

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

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, 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.

4. General terms for this Moixa User Agreement

Upgrades, updates and Limitations to GridShare Services

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

We won’t be responsible if an Upgrade affects how your Product works 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 Product, 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 due to 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 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 and Use of Energy Data

The GridShare Platform can monitor your household electricity generation and household usage electronically at all times whether or not you are using electricity, as well as other information that you have provided to us e.g. your energy tariff (“**Energy Data**”). The Energy 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 Energy Data. We may also share your Energy Data with your energy supplier or other third party (for example to provide customer support and/or maintenance services), but we will only do this if you have entered into an agreement with your energy supplier or such other third party to allow us to share such Energy Data and the energy supplier or such other third party has provided us with details of such agreement. 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.

In addition, we may also use your Energy Data to improve our software

Entire Agreement and Inconsistency

This Moixa User Agreement is the entire agreement between us. 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 your Product and any other services we provide in line with this Moixa User 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 Moixa User Agreement in a timely and efficient manner and (2) all reasonably necessary access to information as we require to provide GridShare Services, including Customer Data (defined below), security access information and configuration services.

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

You must not build any equipment or software which competes with your Product.

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 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 Moixa equipment to your new home, your Moixa equipment warranty will only remain valid if you arrange for a Moixa Accredited Installer to (i) deinstall and decommission it from the property you are leaving and (ii) re-install and recommission it in your new home. The Customer Support Team will be able to put you in touch with a Moixa Accredited Installer to discuss your options and the cost of moving your Moixa equipment. You are responsible for (i) for the cost of deinstalling, moving and reinstalling your Moixa equipment, (ii) for any liability in the event that your Moixa equipment is damaged or otherwise develops a fault in transit, during re-installation and recommissioning and (iii) if the Moixa equipment is not suitable for installation in your new home (e.g. no suitable space is available). If you also wish to take equipment which is not manufactured by Moixa (e.g. solar equipment, an inverter (for a MOBS) and/or a third party manufactured battery), please contact the relevant manufacturer before attempting to de-install it to ascertain whether it can be moved. We are not responsible for any equipment which is not manufactured by Moixa, but a Moixa Accredited Installer may be able to help re-install such equipment in your new home. This will need to be agreed directly between you and the Moixa Accredited Installer.

If you are leaving your Moixa equipment behind, you must also ask the person moving into your home to contact the Customer Support Team so that they can register as new users to make the most of the Product, have the benefit of GridShare Services, and any warranties which are still effective.

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 deinstallation at their cost.

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 or 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 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.

Customer Data

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 GridShare Services and perform our other obligations under this Moixa 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 and will take appropriate technical and organisational measures against unauthorised or unlawful processing of your personal data, and its accidental loss, destruction or 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 any 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 requirements) 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 Moixa equipment, 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 your Moixa equipment, GridShare Platform or GridShare Services.

Period of this Moixa User Agreement – renewal

Unless either of us cancels this Moixa 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 Moixa User Agreement is due to renew, we will contact you to give you the opportunity to cancel it if you wish. On renewal, we reserve the right to start charging you for the provision of GridShare Services. If we intend to start charging you, we will give you at least 90 days’ notice of such intention. If you do not wish to pay in the future, we may stop providing GridShare Services to you.

Personal use only

Your Product has been 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 the Moixa equipment warranty.

English language

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

Which law applies

This Moixa User Agreement is governed by English law. 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 Moixa User Agreement, including this section, affects your rights as a consumer to rely on such additional protection.

Who can benefit from this Moixa User Agreement?

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

Transfer of this Moixa User Agreement

We may transfer, assign, charge, sub-contract or in any other manner deal with our rights and obligations under this Moixa User 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 to cancel this Moixa User 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, 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, GridShare Services, Additional Documentation or any of your rights and obligations under this Moixa User Agreement to anyone else without our prior written approval.

Unenforceable terms

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

Delay in enforcing this Moixa User Agreement

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

Battery Recycling

As per the Waste Batteries and Accumulators Regulations 2009, in the United Kingdom, our distributor Midsummer Energy Ltd or any other producer of industrial batteries is obliged to collect back free of charge the battery pack from the Moixa Smart Battery or third party manufactured battery system, when it is returned to them for treatment and recycling. They are required to do this in any calendar year they place new industrial batteries on the market. However, if the Moixa Smart Battery (or other third party manufactured battery system) is still in its warranty period and you are making a claim under the warranty, we (in the case of Moixa Smart Batteries) or the person granting the manufacturer's warranty (in the case of third party manufactured battery systems) find that the battery pack is faulty, we or they respectively, will be responsible for the collection of the Moixa Smart Battery or third party manufactured battery system, as appropriate. If you are not in the United Kingdom, please contact your Customer Support Team to find out who will collect back your battery pack under these Regulations.

Our right to make changes

We may make changes to this Moixa User Agreement, the GridShare Platform, 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 Moixa User 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 statutory rights in relation to the Moixa equipment and GridShare Services.

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 Moixa User Agreement or to use reasonable care and skill, but (other than as expressly provided in this Moixa User 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 Moixa User Agreement.

We will use reasonable endeavours to make 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

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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 Moixa User Agreement;
- you or anyone else not using, maintaining or operating any Moixa equipment, GridShare Services or other part of your Product, 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, GridShare Services or 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, commission and use any Moixa equipment, GridShare Services or other part of your Product;
- using 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;
- 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 GridShare Services caused by your failure to have and / or maintain network connections and telecommunications links to our data centres;
- unauthorised use of your Moixa equipment, GridShare Services or other part of your Product, 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, GridShare Services or other part of your Product. If you believe that someone has gained unauthorised access, you can report this to your Customer Support Team and who will do what can be done to help you reset your Moixa log-in details;
- you, or anyone else, interfering with your Product or copying GridShare Services, as set out [above](#);
- use or misuse, by you or anyone else, of the data collected;
- your or anyone else's failure to receive, a notification to you or anyone else in relation to your Product;
- 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 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 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 Moixa User 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 Moixa User Agreement.

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

5. Cancellation

When you may cancel

You may cancel this Moixa User Agreement at any time by giving at least 90 days' notice to your Customer Support Team. Once cancelled by you, 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 your Customer Support Team.

We will give you at least 90 days' notice if we are going to make significant changes to (1) this Moixa User Agreement, (2) 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 Moixa User Agreement.

When we may cancel, including option to charge

We may cancel this Moixa User Agreement by giving you at least 90 days' notice (or with less notice in circumstances provided in this Moixa User Agreement or by law).

On renewal, we reserve the right to start charging you for the provision of GridShare Services. If we intend to start charging you, we will give you at least 90 days' notice of such intention. If you do not wish to pay in the future, we may stop providing GridShare Services to you.

If we stop providing GridShare Services, this Moixa User Agreement will be cancelled other than the Moixa Equipment Warranty, but anything which is intended to survive cancellation or expiry of this Moixa User Agreement will survive.

What happens on cancellation

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.

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

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, 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.

Cancellation form

If you wish to cancel your Moixa User Agreement with us, you may use the wording below to your Customer Support Team to confirm your cancellation.

I hereby give notice that I wish to cancel my Moixa User Agreement.

Name:
Address:
.....
.....
Email:
Date:

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, by calling +44 (0)20 7734 1511. We are available between 9am and 6pm on weekdays (excluding UK Bank Holidays).

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