

## **Power On Technologies Ltd trading as The Electric Storage Company – Terms and Conditions**

These are the terms and conditions to be entered into and adhered to by you in relation to the use of the TESC ONE service.

### 1. **Definitions**

- 1.1 **'Agreement'** means these terms and conditions (**Terms**) which apply to the Service provided by Us to You to be programmed onto your Battery for the duration of the Term at the Property.
- 1.2 **'Battery'** means the battery situated at the Property and used to store power and monitor the use of electricity at the Property.
- 1.3 **'Commencement Date'** means the date of first payment for the Service.
- 1.4 **'Data Protection Legislation'** means the General Data Protection Regulation (EU 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and any successor legislation to the foregoing.
- 1.5 **'Day/ Night tariff'** means the Economy 7 tariff or any other similar tariff producing equivalent results.
- 1.6 **'Party'** means You or Us.
- 1.7 **'Personal Data'** means certain household data and all personal data (as defined in the Data Protection legislation) as in accordance with section 8 of this Agreement.
- 1.8 **'Portal'** means the online TESC portal (the Net Hero portal) which will include details of your personal information (as noted in section 8.1), if any of these details change you must update these on the portal as soon as is reasonably possible.
- 1.9 **'Property'** means your property where the Battery will be installed for the duration of the Term.
- 1.10 **'Service'** means the TESC ONE service as defined at section 4 herein.
- 1.11 **'Term'** means an initial period of one year from the Commencement Date and unless otherwise terminated, such further consecutive one-year periods in accordance with the terms herein.
- 1.12 **'TESC', 'We', 'Us', 'Our'** means Power On Technologies Ltd (company number:NI643146) whose registered office is at 10-16 Coast Road, Cushendall, Ballymena, Antrim, Northern Ireland, BT44 0RU trading as The Electric Storage Company, or its successors or assigns.

1.13 'You', 'Your' means the customer, person, persons or entity who enters into this Agreement with Us for the Provision of the Service.

1.14 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Agreement shall have the same meanings herein.

## 2. **Term**

2.1 This Agreement shall commence on the date the Service begins and shall continue for the duration of the Term, unless terminated earlier in accordance with section 2.2 or 2.3.

2.2 TESC may terminate this Agreement immediately upon providing written notice to You.

2.3 Should You decide that You do not wish to participate, You may terminate this Agreement by giving written notice to TESC within 14 days from the date of commencement of this Agreement and TESC will on receipt of such written notice cancel the Service and refund the full amount of the Fee to You.

2.4 On termination or expiration of this Agreement for any reason, TESC will stop the Service within 10 working days.

## 3. **Your obligations**

3.1 Your obligations under this Agreement to ensure the proper workings of the Service and to increase the likelihood of savings on your electricity bill, are as follows:

3.1.1 To get maximum value of the Service, You are strongly advised to liaise with Your contracted energy provider to amend Your current electricity plan and establish a Day/Night tariff. TESC will hold no responsibility in relation to your decision to change energy tariffs, nor any costs associated in relation to same;

3.1.2 ensure the Battery is operational and remains operative for the duration of the Term;

3.1.3 use reasonable endeavours to ensure the Battery is TESC ONE compatible. If You have any queries as to whether your current battery is TESC ONE compatible, please feel free to contact Us before You agree to the provision of the Services. Save for term 2.3, once You have accepted these Terms and provided payment for the Service, we cannot offer a refund if your Battery is incompatible;

3.1.4 ensure You have broadband installed in the Property, the Battery is connected to it, that it is kept in good working order and is switched on at all times;

3.1.5 maintain an active electricity supply for the duration of the Term, if the Property has a pre-paid meter You must ensure there are adequate funds at all times for the duration of the Term;

- 3.1.6 You inform us immediately if you become aware of any fact or incident that may cause danger or requires urgent attention relating to the Battery, the Service or its use;
- 3.1.7 You inform Us as soon as is reasonably practical of any works, modifications or alterations being done to the Property in any way which may affect the functionality of the Battery, the Service and its connection with the broadband;
- 3.1.8 You must ensure to inform Us as soon as possible if You have added an electric vehicle to the Property;
- 3.1.9 You must inform Us as soon as possible if there has been any change (including any increase or decrease) to onsite renewable energy generation, and any change to the household heating type at the Property; and
- 3.1.10 If You are a tenant occupying a property that has a Battery You must ask your landlords permission before availing of the Service. If you decide to leave your rented Property you must inform Us of same as soon as possible in order to end the Service.

#### 4. **Service**

- 4.1 The service provided pursuant to this Agreement relates to the TESC ONE service, which will manage the Battery via your broadband service. The TESC ONE service is as follows:
  - 4.1.1 TESC will remotely manage the Customer's battery to ensure that it is operating at its most efficient in relation to the Customer's electricity generation and consumption profile, at times charging during the night to take advantage of cheaper night time electricity rates.
  - 4.1.2 TESC will provide You with access to the Portal where You can get further insights on their electricity usage.
  - 4.1.3 The TESC ONE service will be enhanced by the use of day/night tariffs. TESC will not manage or be responsible for the Customer's tariffs.
  - 4.1.4 TESC will be available to support the Customer's with issues experienced with the battery installation by TESC and/or issues with the Portal.
  - 4.1.5 TESC will initially seek to resolve any issues remotely.
  - 4.1.6 In relation to the issues identified in 4.1.4, if TESC identify that a call out is necessary, this will be included as part of the TESC ONE service.
  - 4.1.7 Any issues that will require investigation by the battery manufacturer will be managed by TESC on behalf of the Customer.

4.1.8 TESC will not support any issues relating to a defective broadband service. The Customer must ensure that the battery has continual internet connectivity to benefit from the TESC ONE service.

4.2 It is Your responsibility to activate Your Portal after receiving the Service email from Us, inputting the details required and ensuring these details are kept up to date.

4.3 Details for the customer service can be found on the TESC website.

## 5. **Price**

5.1 The price for the Service per Term will be as advertised from time to time on the TESC website, to be payable by You to Us when you subscribe for the System via our online billing system (the **Fee**).

5.2 If You are offered a free trial period at the sole discretion of TESC, You will be offered the Service free of charge for 1 year from the date of purchase (the **Free Trial Period**). At the end of the Free Trial Period, You will be responsible for payment of the Fee, unless otherwise terminated in accordance with this Agreement.

5.3 The Fee will be taken from your account on each anniversary of the Commencement Date unless otherwise terminated in accordance with this Agreement.

5.4 Any amounts refundable in accordance with term 2.4 shall be returned to Your original account using the original payment details provided.

## 6. **Indemnity**

6.1 You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any breach by You of the obligations contained in section 3.

## 7. **Ownership**

7.1 The Service shall at all times be the property of TESC. You shall have no right, title or interest in or to the Service.

## 8. **How we may use Your personal information**

8.1 On entering into the Agreement and throughout its Term, We, and our suppliers, agents and third-party providers, (as and when required) will hold some of Your personal data including Your name, address, telephone number, email addresses and bank details. During the term of the Agreement we will also collect, monitor and store your electricity usage readings. This electricity consumption and generation data will also be retained by Us following termination of this Agreement. The purpose of this condition is to clearly describe how we process Your Personal Data, how we respect Your privacy, and how

You may exercise Your right to receive a copy of that personal data. More information on the processing of Your personal data is contained in our privacy policy, which can be found at <https://www.theelectricstoragecompany.com/privacy-policy/>.

- 8.2 Information and personal data that You provide to Us or that we hold may be used by Us their respective employees and/or agents to:
- 8.2.1 retrieve and monitoring of electrical consumption and production data produced by the renewable energy source as collected from the Battery, and the energy charged and discharged to and from the grid;
  - 8.2.2 Type and location of the Property;
  - 8.2.3 To identify You when You make enquiries or to contact You through mail, telephone or other electronic means;
  - 8.2.4 To help administer any accounts, services and products provided by Us to You now or in the future;
  - 8.2.5 For internal market research and analysis relating to the Service or for demonstrating and testing systems;
  - 8.2.6 We may monitor or record telephone calls received by our team for security purposes or to monitor or improve our customer standards of service or to help prevent or detect fraud; and
  - 8.2.7 In circumstances where You have provided false or inaccurate data and fraud is suspected, we may provide Your data to appropriate credit reference and fraud prevention agencies and law enforcement agencies including the Police and HMRC.
- 8.3 You hereby consent to the collection and processing of Your Personal Data as set out in sections 8.1 and 8.2 of this Agreement.
- 8.4 Information and Personal Data can be shared between Us and third parties as to provide and/or receive services in relation to this Agreement in order to fulfil our obligations. For the avoidance of doubt, where consumption data is shared it will be anonymised.
- 8.5 You are entitled to a copy of the Personal Data that we hold about You, as provided for under the Data Protection Legislation. You also have the right to require us to correct any inaccuracies in your information.
- 8.6 On entering into the Agreement, You automatically opt in to receiving marketing emails from Us. If you decide to terminate the Agreement, you agree to allow us to retain Your personal details supplied by You in order to be contacted for marketing purposes in future. If, at any time, You wish to opt out or amend your marketing preferences, You can do this by contacting Us directly or follow the directions to opt-out in the footer of any marketing emails received from Us.

## 9. Liability

- 9.1 These restrictions on liability apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Subject to section 9.3, Our total liability (including any liability for the acts or omissions of its employees, agents and subcontractors) shall not exceed £10,000,000.00.
- 9.3 Nothing in this agreement limits any liability which cannot legally be limited including but not limited to liability for:
- 9.3.1 death or personal injury caused by negligence;
  - 9.3.2 fraud or fraudulent misrepresentation; and
  - 9.3.3 breach of the terms implied by section 8 of the Supply of Goods (Implied Terms) Act 1973
- 9.4 These terms and the Agreement set forth the full extent of TESC's obligations and liabilities in respect of the Service. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on TESC except as specifically stated in this agreement. Any condition, warranty or other term concerning the Service which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- 9.5 TESC, its successors and assigns shall not be held liable, in any event, for any savings not achieved by You in using the Service. You agree to use the Service at your own risk of attaining additional savings.
- 9.6 Subject to section 9.3 and 9.5, neither party shall be liable under this Agreement for any:
- 9.6.1 loss of profit;
  - 9.6.2 loss of revenue; or
  - 9.6.3 loss of business
- in each case, however caused, even if foreseeable.

## 10. Entire agreement

- 10.1 These Terms are the entire agreement between You and us in relation to its subject matter. You acknowledge that You have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

- 10.2 TESC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under this agreement.
- 10.3 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
11. **Governing law and jurisdiction.**
- 11.1 Save for term 11.2, these terms and conditions are governed by Northern Irish law and we each irrevocably agree to submit all disputes arising out of or in connection with the Agreement to the exclusive jurisdiction of the Northern Irish courts.
- 11.2 If, however, you are not accessing the Service from Northern Ireland, the laws of your jurisdiction shall govern these terms and you agree that to submit all disputes arising out of or in connection with the Agreement to the exclusive jurisdiction of the Northern Irish courts.