

# Online Terms & Conditions



## 1. Introduction

- 1.1. These are the terms and conditions of use of the myenergi GB Limited website (Site). The Site is operated by or on behalf of myenergi GB Limited (we, us and our). We are a limited company, registered in England. Our registered company number is 14585891, and our registered office is at Pioneer Business Park, Faraday Way, Stallingborough, Grimsby, DN41 8FF.
- 1.2. Your use of the Site will be subject to these terms and conditions and by using the Site you agree to be bound by them. These terms of use refer to the following additional terms, which may also apply to your use of the Site:
- 1.3. Use of your personal information submitted to or via the Site is governed by our Privacy Notice.
- 1.4. You should save a copy of these terms for future reference. We reserve the right to change these terms and conditions from time to time by changing them on the Site. These terms and conditions were last updated on the 3<sup>rd</sup> of October 2024.

## 2. Terms of Use

### 2.1. Access to and Use of the Site

- 2.1.1. These terms and conditions apply to the use of this website and by accessing this Site and/or placing an Order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions, you may not use or access this Site.
- 2.1.2. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet, or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site.
- 2.1.3. We may from time to time restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with us. You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, login credentials (User ID), such as a username and password or other identifier, as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else.
- 2.1.4. You are responsible for all activities that occur under your User ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any User ID at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions, or if any details you provide for the purposes of registering as a user prove to be false.
- 2.1.5. We cannot guarantee the continuous, uninterrupted, or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended, or withdrawn by us, in our sole discretion, without notice to you.
- 2.1.6. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts, or content of the Site.

### 2.2. What you are allowed to do

You may only use the Site for non-commercial use and only in accordance with these terms and conditions. You may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms may also apply to certain features, parts, or content of the Site and, where they apply, will be displayed on-screen or accessible via a link.

### 2.3. What you are not allowed to do

- 2.3.1. Except to the extent expressly set out in these terms and conditions, you are not allowed to:
  - ‘Scrape’ content or store content of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Site.
  - Remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted.
  - Create links to the Site from any other website, without our prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.



- 2.4. You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.
- 2.5. All rights granted to you under these terms and conditions will terminate immediately in the event that you are in breach of any of them.

## 3. Intellectual Property Rights

All copyright, trademarks and intellectual property rights in any content of the Site (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors, and you acknowledge that you do not acquire any ownership rights by downloading content from the Site. The contents and material in the Site are for your personal, non-commercial use only. In the event you print, copy, or store pages from the Site (only as permitted by these terms and conditions), you must ensure that any copyright, trademark or other intellectual property right notices contained in the original content are reproduced.

## 4. Site Content

- 4.1. We may change the format and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk.
- 4.2. Whilst we try to make sure that all information contained on the Site (other than any user-generated content) is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.
- 4.3. We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Site or relying on any of its content.
- 4.4. We cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating, or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the content.

## 5. Your Personal Information

Use of your personal information submitted to or via the Site is governed by our Privacy Notice.

## 6. User Content

- 6.1. The Site may, from time to time, allow you to upload user-generated content and may also allow you to communicate that content, either to selected recipients or in public areas, such as comments pages, forums, and/or message boards, (collectively User Content Areas). We do not control nor verify the material submitted to User Content Areas (collectively User Submissions), nor are User Content Areas actively moderated. You are solely responsible for the content of your User Submissions as submitted by you and acknowledge that all User Submissions express the views of their respective authors, and not our views.
- 6.2. If you participate in any User Content Areas, you must keep all User Submissions relevant to the purpose of the User Content Area and the nature of any topic.
- 6.3. User Submissions must not:
  - Contain, transmit, distribute, link to or otherwise make available, or advertise or promote any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, abusive, harassing, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), liable to cause anxiety, alarm or embarrassment, knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable ("Prohibited Content").
  - Impersonate any person or entity or otherwise misrepresent your relationship with any person or entity.
  - Contain, transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam).
  - Transmit or distribute any virus and/or other code that has contaminating or destructive elements.



- 6.4. You agree that, by submitting any User Submission, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Submission (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such User Submission.
- 6.5. Whilst we do not pre-screen User Submissions, we reserve the right, in our sole discretion, to delete, edit or modify any User Submission submitted by you and/or to close any topic, at any time without notice to you.
- 6.6. Complaints about the content of any User Submission must be sent to [dpo@myenergi.com](mailto:dpo@myenergi.com) and must contain details of the specific User Submission giving rise to the complaint.

## 7. External Links

The Site may, from time to time, include links to external sites and resources, which may include links to third party offers and promotions. We include these to provide you with access to information, products, or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them, and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any approval or endorsement of, or association with, their operators or promoters.

## 8. Governing Law

- 8.1. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, when you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 8.2. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## 9. General

### 9.1. Our liability

9.1.1 Nothing in these terms shall limit or exclude our liability to you:

- For death or personal injury caused by our negligence.
- For fraudulent misrepresentation.
- For breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded.
- Under Part I of the Consumer Protection Act 1987.
- For any other liability that, by law, may not be limited or excluded.

9.1.2 Subject to this, if you are a consumer (and not a business customer), in no event shall we be liable to you for any business losses.

9.1.3 If you are a business customer:

- We exclude all implied conditions, warranties, representations, or other terms that may apply to our Site or any content on it.
- In no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, loss of revenue, contracts, data, goodwill, or other similar losses, even if foreseeable, arising under or in connection with use of, or inability to use our Site or reliance on any content displayed on our Site. Our total liability to you is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

9.1.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any contract that is caused by events outside our reasonable control, nor for any losses which were caused mainly or wholly by your breach of these terms.

### 9.2. Miscellaneous

9.2.1 We may transfer or assign any or all of our rights or obligations under any contract.

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9.2.3 All notices given by you to us must be given in writing to the address set out at the end of these terms.

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- 9.2.4 If we fail to enforce any of our rights, that does not result in a waiver of that right.
- 9.2.5 If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.
- 9.2.6 These terms may not be varied except with our express written consent.
- 9.2.7 These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to use of the Site.

## 9.3. Contacting us

Please submit any questions you have about these terms, any complaint or concern to:

myenergi GB Limited  
Pioneer Business Park  
Faraday Way  
Stallingborough  
Grimsby  
DN41 8FF  
[directsales.gb@myenergi.com](mailto:directsales.gb@myenergi.com)