

1. Who we are and how to contact us

- 1.1. These are the terms and conditions of use of the Myenergi website, <u>www.myenergi.com</u>, (Site). The Site is owned and operated by Myenergi Ltd.
- 1.2. Myenergi Ltd. is a limited company, registered in England and Wales. Our registered company number is 10261262, and our registered office is at Pioneer Business Park, Faraday Way, Stallingborough, Grimsby, DN41 8FF.
- 1.3. In these terms and conditions, Myenergi, we, us or our means Myenergi Ltd. and its related group companies. For more information about the Myenergi group of companies, please click here.
- 1.4. To contact us, please write or email to:

Myenergi Ltd Pioneer Business Park Faraday Way Stallingborough Grimsby DN41 8FF

Or customersupport@myenergi.com

2. By using our site you accept these terms

- 2.1. Your use of the Site is subject to these terms and conditions and by using the Site you agree to be bound by them.
- 2.2. If you do not agree with these terms and conditions, you should stop using this Site.
- 2.3. 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 publishing a new version on the Site. These terms and conditions were last updated on the 6 November 2025.

3. There are other terms that may apply to you

- 3.1. These terms of use refer to the following additional terms, which also apply to your use of the Site:
 - 3.1.1 We take the security and privacy of your personal information very seriously. Use of your personal information submitted to or via the Site is governed by our <u>Privacy Policy</u>.
 - 3.1.2 Our Cookie Notice, which sets out information about the cookies on our Site.
- 3.2. If you purchase any products (Products) and/or subscribe to services (Services) offered on the Site, by placing an order for any Products or by registering for the Services you agree to be bound by the <u>Myenergi Online Terms of Supply</u> any separate terms of supply for such Products or Services which are provided to you from time to time.

4. Terms of use of the Site

4.1. It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet, mobile or other device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site.

4.2. User ID

- 4.2.1 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.
- 4.2.2 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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 the screen of your equipment, print and copy individual pages and, subject to the next section (section 4.6), 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.
- You may 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.

4.6. What you are not allowed to do

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.
- conduct, facilitate, authorise or permit any text or data mining in relation to our Site or any Services provided via, or in relation to, our Site for any purpose, including the development, training, fine-tuning or validation of AI systems or models.
- remove or alter any content on the Site.
- attempt to circumvent any security measures or interfere with the proper functioning of the Site or the servers on which it is hosted.
- modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.7. External Links

- 4.7.1 Links from the Site. 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, or for any loss or damage that may arise from your use of 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. We have no control over the contents of those sites or resources.
- 4.7.2 Links to the Site. You are not allowed to 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.
- 4.8. 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.

5. Site Content

- 5.1. 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.
- 5.2. 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.
- 5.3. Except as set out in any separate terms for Products or Services, 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.
- 5.4. 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.
- 5.5. The Site is controlled and operated from the United Kingdom. We make no representation that the Site or its content is appropriate or available for use in other locations. If you choose to access the Site from outside the United Kingdom, you do so





at your own risk and are responsible for compliance with local laws. Nothing in these terms shall affect any rights you may have under applicable consumer protection laws in your country of residence.

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 any and 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 (i) confirm that you have the necessary rights, licenses, and permissions to submit such content and to grant the rights described herein; and (ii) 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 and must contain details of the specific User Submission giving rise to the complaint.

7. Intellectual Property Rights

- 7.1. All copyright, trade marks and intellectual property rights in our Site and in the material published on it (including text, graphics, software, photographs and other images, videos, sound, marks 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 and agree 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, trade mark or other intellectual property right notices contained in the original content are reproduced.
- 7.2. myenergi, myenergi zappi, zappi, myenergi eddi, eddi, myenergi libbi, libbi, myenergi harvi, harvi, varisine, zappi GLO, Bolt logo, gridpay and zapsafe are trade marks of Myenergi Ltd. You are not permitted to use them without our approval.

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 as otherwise required by mandatory local law or if you are a resident of Northern Ireland, 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 Different limitations and exclusions of liability will apply to liability arising as a result of any separate terms for the supply of Products or Services to you.
- 9.1.3 Subject to sections 9.1.1 and 9.1.2,
 - if you are a consumer (and not a business customer). We only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - if you are a business customer:
 - 9.1.3..1. We exclude all implied conditions, warranties, representations, or other terms that may apply to our Site or any content on it.
 - 9.1.3..2. 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 and shall not exceed £100.
- 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 these terms to another organisation.
- 9.2.2 You may not transfer or assign any or all of your rights or obligations under these terms to anyone else.
- 9.2.3 All notices given by you to us must be given in writing to the address set out at the beginning of these terms.
- 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.
- 9.2.8 If you are a consumer, nothing in these terms and conditions shall be construed to limit or exclude any rights you may have under applicable consumer protection laws in your jurisdiction.

