

These Terms and Conditions apply to any use of Cloogy® products by any resident of the United Kingdom.

1. Service Description

1.1. Cloogy® Portal (hereinafter, "Portal") is a registered website, property of Virtual Power Solutions, S.A., with registered head office at Rua Pedro Nunes – Edifício D, 3030-199, Coimbra, registered in the Commercial Registration Office of Lisbon under the single registration and taxpayer number 513.246.690. Virtual Power Solutions, S.A., trading as VPS (PT), part of VPS group – VPS Virtual Power Solutions Ltd, with registered Head Office in 10 Acklam Road, Notting Hill, London. W10 5QZ. United Kingdom. Registered in England: 09247528.

1.2. The Portal is accessible via the electronic address www.cloogy.com, and other such addresses as advertised from time-to-time, in which a number of services are provided, including public and private functionalities.

1.3. These Terms and Conditions are applicable to the Portal. There can be Specific Conditions for certain services provided.

1.4. Any service or functionality to be later added to the Portal will also be covered by these Terms and Conditions. VPS reserves the right to change, modify, add or delete parts of these Terms and Conditions at any moment without prior notice. However, modifications will always be published in the Portal and made known to the Customer upon first use after revision, so that the Customer may confirm his/her acceptance.

2. Terms of Access to the Private Area of the Portal

2.1. Access to private functionalities of the Portal is reserved exclusively for Cloogy® customers registered in the private area of the Portal.

2.2. Request for access to the private area of the Portal involves filling out a registration form and declaring acceptance of the dispositions stated in these Terms and Conditions.

2.3. In the request for access to the private area of the Portal, the Customer must provide the unique identifier of his/her Cloogy® equipment located on the bottom of the devices.

2.4. The Customer undertakes to provide truthful factual up-to-date information regarding any personal data necessary for the request for access to the private area of the Portal.

2.5. After the Customer fills in the form requesting access to the private area of the Portal and states his/her acceptance of these Terms and Conditions, the request for access to the private area will be confirmed by VPS to the Customer, via an e-mail in which will be included a password and all the information necessary to activate the registration, which will be concluded clicking the link provided in the confirmation e-mail.

3. Services Provided in the Private Area of the Portal

3.1. Services provided in the private area of the Portal are the following:

- a) Global consumption monitoring in the Customer's house/office;
- b) Consumption monitoring of electrical appliances adequately connected to a Smart

Plug;

- c) Presentation of the Customer's energy profile;
- d) Possibility of switching electrical appliances on and off via the private area of the Portal, cutting off electrical power, provided they are adequately connected to a smart plug;
- e) Scheduling of operation of electrical appliances, provided they are adequately connected to a smart plug.

3.2. In order to use the services mentioned under the previous number, Customer must:

- a) Install Cloogy® equipment, following procedures recommended in the Quick Installation Guide included with the equipment.
- b) Register according to item 2 of these Terms and Conditions.

3.3. In order to use the functionalities mentioned under subparagraphs a) to c), the Customer must provide the information requested in the private area of the Portal, namely those regarding his/her power procurement contract.

3.4. VPS reserves the right to add terms to these Terms and Conditions regarding any Service to be added in the future to the existing Services.

3.5. Where VPS does not exercise the rights referred to in 3.4, the regime of the new service will be ruled by these Terms and Conditions.

4. Termination

4.1. The contract shall be effective from the date of the registration of the Cloogy® equipment, and shall continue for a period of 12 months.

4.2. The contract shall be deemed valid by the Customer in accordance with the online acceptance.

4.3. Either party may terminate this agreement in accordance with any of the circumstances referred to in these Terms and Conditions.

4.4. Where a binding monthly plan is in effect, if the Customer terminates the contract early without just cause elsewhere referred within these Terms and Conditions, he/she will be liable to pay the remainder of the contracted period.

5. Access Code

5.1. In the request for access to the private area of the Portal, the Customer must choose an Access Code (Password) that guarantees due legitimacy and confidentiality in the access to the Portal.

5.2. Because User Code and Access Code are personal, untransferable, and for exclusive knowledge and use by the Customer, he/she must guarantee and protect its confidentiality, not revealing them to anyone and not using them in such a way as to allow its decoding and/or copy. The Customer will be responsible before VPS and third parties for any damages caused by misuse.

5.3. Access to the private area of the Portal by third parties using the User Code or Access Code chosen by the Customer, with or without his/her authorization, will be considered, for all

legal and contractual purposes, to have been made by the Customer, namely for the purpose of defining compensations for damages suffered by VPS or third parties, unless evidence to the contrary is presented by the Customer. 5.4. The Customer undertakes to immediately inform VPS about any breach of procedural rules or misuse that comes to his/her knowledge, including breach of confidentiality of codes.

6. Price, Billing and Payments

6.1. Through the Portal, the Customer will be granted free access to the service described in item 3.1, subparagraph a), during the whole term of the contract.

6.2. VPS reserves the right to provide additional paid and optional to the equipment owner.

6.3. Where VPS exercises the rights mentioned in 6.2, VPS will communicate its decision to the Customer, letting him/her know the price stipulated and how to subscribe the service.

7. Modification, Suspension or Cessation of the Portal

7.1. VPS reserves the right to add, delete or modify at any moment any content in the Portal, undertaking, however, to maintain areas in which the Customer can access all the functionalities of the Cloogy® service mentioned in item 3.1 of these terms and conditions.

7.2. VPS reserves the right to suspend or cease access to the services of the Portal, as well as to solicit confirmation of any information provided by the Customer, whenever VPS considers there are reasonable grounds to consider that information is false, erroneous or provided with fraudulent intent.

7.3. VPS holds the exclusive right to suspend at any moment, partially or totally, access to the Website, particularly regarding management, repairing, modification or modernization operations.

8. Contractual Liability

8.1. Even though the Portal presents adequate security levels, VPS will not be held responsible for any damages suffered by the Customer and/or third parties, due to delays, interruptions, errors or suspensions of communications originated by sources out of its control, namely any deficiencies or flaws caused by communications networks or communication services provided by third parties, the computer system, modems, connection software or computer viruses.

8.2. Any consultation of data and information, as well as services and products subscription, will be presumed to have been done by the Customer. VPS declines any responsibility related to misuse or fraudulent use of information obtained by third parties.

8.3. Elements and information transmitted and the subscription of services and products requested by the Customer in will have full legal effect. The Customer may not invoke lack of signature to justify non-compliance with obligations taken.

8.4. VPS will not be responsible for any defects, malfunctioning or incompatibility, namely related to the Customer's hardware, or any source code or software supplied in the Portal, and as such will not be obliged to provide any kind of support regarding its use, and does not guarantee they ensure the fulfilment of the Customer's desired purposes.

9. Limitation of Liability

9.1. The Customer expressly accepts that:

- a) Usage of the Service is done at his/her own risk. Service is provided as presented. VPS expressly refuses any responsibility for any kind of guarantee, explicit or otherwise, including, but not limited to, the guarantee of compliance with procedural rules by the User.
- b) VPS does not in any way guarantee that:
 - i. The Portal fulfils any needs or expectations;
 - ii. The Portal will be available and operational without interruption, nor that it will be secure or flawless, nor that it will operate endlessly;
 - iii. Any defect detected in the software will necessarily be corrected, except if it affects users' data security or the functionality of the service;
- c) Any content obtained in any way through the use of the Portal will be so at the User's own risk. User will be the sole responsible for any damage caused to his/her system or computer equipment, as well as any data loss resulting from that operation.
- d) No advice or information, verbal or written, obtained by the Customer through the Portal will generate any guarantee that is not expressed in these Terms and Conditions.

9.2. The Customer accepts that VPS cannot in any way be held responsible for any damage, whether direct or indirect, casual or accidental, including, but not limited to, damages due to loss of profits, data, content, or any other losses (even if previously warned by the Customer to the possible occurrence of such damages), resulting from:

- a) Use or impossibility of use of the Portal;
- b) Non-authorized access to personal databases in the Portal;
- c) Non-authorized modification of databases in the Portal.

10. Privacy and Personal Data

10.1. Customer's data collected under the request for access to the private area of the Portal are automatically processed and compulsory, and are indispensable for Portal availability; any omission or inaccuracy in data supplied by the Customer are his/her sole responsibility.

10.2. VPS undertakes to comply with legislation applicable to personal data processing, such as and including The Data Protection Act 1998, regarding personal data protection.

10.3. The adoption of these Terms and Conditions leads to the agreement of its conditions and it allows for the use of personal information.

10.4. Considering that the Internet is an open network in which data may circulate without proper security conditions, including the risk of being accessed and used by third parties not authorized for the effect, VPS cannot be held responsible for such access or usage.

10.5. VPS will not be held responsible by any losses or damages, direct or indirect, suffered by the Customer regarding the information included in the Portal or resulting from the use the Customer may make of the services available, namely through loss or modification of the Customer's information, nor does it guarantee the privacy of any information sent by the Customer whenever that information is transmitted through the Internet without additional security conditions.

10.6. In the terms set out and authorized by the Customer in the request for access to the private area of the Portal, his/her personal data included there will, in accordance with relevant legislation, be electronically processed and stored, and will be used by VPS exclusively within the contractual relationship with the Customer.

10.7. Under relevant legislation, the Customer will be provided the right to access, correct and upgrade his/her personal data, directly or by means of a written request, as well as the right to oppose its use for any other purposes presented to him/her. To do so, the Customer must contact the department responsible for the processing of personal data: VPS, at Rua Pedro Nunes – Edifício D, 3030-199 Coimbra, or through the electronic address: info@cloogy.com.

10.8. VPS reserves the right to use cookies whenever the Customer navigates in the Portal. Our cookies do not identify the Customer, merely gathering anonymous information associated to an anonymous user and an anonymous computer, without allowing references that might identify the Customer's name or surname, nor reading cookies archives generated by third parties.

11. International Customers

Acknowledging the global nature of the Internet, the Customer is obliged and undertakes to comply with, beside these rules, English Law, European Union Laws and any other applicable.

12. Communications and Notifications

12.1. The Customer accepts to receive any communication and/or notification regarding the Portal, in the postal address, telephone number or electronic address indicated in the request for access to the private area of the Portal.

12.2. In case the Customer wishes to contact VPS concerning the Portal, he/she can do so through the contacts available in www.cloogy.com or through the telephone number +351 239 791 400.

13. Intellectual Property

13.1. The Customer acknowledges that the content of the Portal and all the related software contains confidential information and is protected by copyright and any other legislation applicable.

13.2. Text files, images, graphics, sounds and animations, as well as any other information and its graphical representation in the Portal, and also the layout and structure of the Portal, are VPS exclusive property, or of the entities that authorised its use by VPS.

13.3. The Customer acknowledges that any content that may be included in the advertising material, highlights or mention of any sponsor or announcer is protected by laws concerning copyright and related rights, industrial property rights or other property protection rights. Except if previously authorised in writing by VPS, the announcers or sponsors, User may not modify, rent, donate, lend, sell, distribute or produce works whose creative basis may be considered, totally or in part, created by others, whether in the Portal or in the software included or any other content included in the public areas of the Internet site.

13.4. The Customer undertakes not to access nor try to access the Portal in any way other than through the means formally provided for the effect.

13.5. All the brands and logos presented in the Portal, particularly VPS brands, symbols and logos, are protected by intellectual property rights.

14. Computer Security

VPS will enact all necessary measures in order to ensure that the Portal is totally free of viruses or any other similar elements harmful to the Customer's computer. However, considering that VPS cannot entirely control the circulation of information via the Internet, VPS cannot guarantee the absence of any type of viruses or similar elements harmful to the Customer's computer.

15. Links to Third Parties' Pages

15.1. VPS may provide in the Portal links to pages of other entities or to content housed in other servers, identifying clearly and notoriously those hyperlinks (hereinafter, "Third Parties' Internet Sites"). VPS declines any responsibility or control over content housed in servers of other companies, institutions, organisations, public or private entities and individuals. The use of these links is the Customer's exclusive responsibility.

15.2. VPS declines any responsibility for content available in the pages mentioned or related with them.

15.3. It is up to the Customer to decide whether to access or not Third Parties' Pages or content, at his/her own risk. The Customer must also bear in mind that these Terms and Conditions do not apply to those accesses. The Customer must review terms and policies applicable in Third Parties' Pages, including privacy and data gathering policies in any Third Parties' Page to which the User may be directed through the Portal.

16. Non-compliance, Infringements and Infractions

16.1. Non-compliance with any of the rules stated in these Terms and Conditions or any other existing legal provisions entitles VPS to suspend, cancel and/or remove a User access to the systems.

16.2. Any infraction or infringement of these Terms and Conditions or any other legal norms must be communicated to VPS through the electronic address: info@cloogy.com.

17. Applicable Legislation

English Law is applicable to all questions not regulated by these Terms and Conditions.

18. Competent Court

For the resolution of all legal disputes emerging from these Terms and Conditions, the Court of England and Wales is designated competent, with the jurisdiction of all other Courts expressly renounced.