

PLEASE READ THESE LICENCE TERMS CAREFULLY

This App is owned by Inspired Energy Ltd the service is provided to you pursuant to these terms and any other operating rules or policies that may be published by Inspired Energy Ltd from time to time. You are not permitted to use this app unless you agree to these terms. By clicking “agree” below you are confirming that you have read and understood these terms and that you agree to be legally bound by them. If you do not agree to these terms then you should not use this app and you should delete it from your device.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We Inspired Energy Plc of 29 Progress Park, Kirkham, Lancashire, PR4 2TZ a company registered in England and Wales with company number 07639760 license you to use:

- The Energy Club App (Version 1.0) mobile application software (**App**) and any updates or supplements to it.
- The services you connect to via the App and the content we provide to you through it include;
 - Energy Services which allow you to;
 - provide meter information
 - submit meter readings
 - Have access to Perx
 - Reporting of technical issues
 - earn cash back
 - See your customer journey when purchasing gas or electricity

(Service)

We reserve the right to amend the Services and content provided to you through the App at our sole discretion and with immediate effect and we make no warranty express or implied with respect to the App, Services or content being fit for any particular purpose which are used at the users own risk. This App is designed to be used by authorised users only and an authorised user is a person who has been provided with access by us, you must not use this App unless you are an authorised user. If you are not sure if you are an authorised user or not, please contact the person who has asked you to use this App for clarification before you proceed.

YOUR PRIVACY

We are committed to protecting your privacy, and will only use your personal information in accordance with applicable data protection law please see our Privacy Policy which you can access from the registration and contact us pages for more information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them please contact our technical support team on support@the-energy-club.co.uk

Contacting us (including with complaints) if you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team support@the-energy-club.co.uk

How we will communicate with you. If we have to contact you we will do so by push notification, by email, by SMS or by pre-paid post, using the contact details you have provided to us.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto any android and iOS mobile devices and view, use and display the App and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App and the Service; and.
- receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE AND ACCESS THE APP

You must be 18 or over to accept these terms and buy the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

Unless we have given you our prior authorisation you may not transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it. We are giving you personally the right to use the App and the Service as set out above.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

If we do need to change these terms you will receive a notification the next time you open the App.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device. If you do download the App to a device which is not owned by you, by agreeing to these terms you agree to take full responsibility for any use that is made of this App on that device, whether or not with your knowledge or consent.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

Certain Services, will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may stop us collecting such data at any time by turning off the location services settings on your device.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App and the Service contains links to other independent websites which are not provided by us. Such independent sites are not under our control. We will not be liable for any loss or damage incurred as a result of any interaction between you and an independent website which you accessed through this App or use of the Services.

We reserve the right to change, amend or withdraw any of the benefits and offers which are available to you through this App and the provision of the Services and we undertake no liability and give no warranty or guarantee as to the delivery of any offer by an external provider however our best endeavors will be used to ensure that they are delivered.

The external provider of any benefit or offer on this App and through our Services will have the absolute discretion in relation to the provision of their goods or services, using this App and our Services does not guarantee that an external provider will accept an application from you for the provision of their goods or services. Any goods or services supplied by an external provider will be subject to the external providers own terms and conditions.

You acknowledge that we do not endorse or warrant the external providers that are accessible through the App and Services nor the goods and services that they provide. We accept no liability for any advertisement or the content of an offer through this App for the goods or services that the external provider provide or claim to provide and we do not accept any liability for any loss or damage suffered as a result of a fault, error or omission in the provision of these goods or services. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence, our fraud or fraudulent misrepresentation.

You are not permitted to invite others to use the Service and/or you may not provide a credit to a third party for use with the Service.

If you have a dispute with one or more external providers or other third parties, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Returns

In the event you purchase a product through the Service, and you return that product and/or seek a refund for that product or service, you hereby explicitly authorise us to reverse any reward (without regard to whether or not the reward is in currency or alternate currencies) that you received when you purchased the product or service through the Service.

CASH BACK

When you sign a Letter of Authority with us and then download and sign into the App you authorise us to provide price comparison and contract management services for you and you may qualify for a cash back award that will be credited to you via one of the methods detailed below.

We will undertake a market search on your behalf and offer you a contract with a supplier who is also a member of The Energy Club, any cash back you are entitled to will be redeemable as soon as reasonably practicable, once you have signed up to the contract, 60 days after the contract goes live.

Payment of any cash back will be made;

- via bank account details you have provided to us, we will request your bank details when you are entitled to cash back

Any details which you have provided to us for payment of any cash back are your responsibility to provide correctly and we will not be liable to you for any payments not received by you if the payment details you have supplied are incorrect.

If you terminate the agreement for the provision of the service for which you have received cash back for within the initial or minimum term of the agreement then you will be liable to pay back the cash back to us.

Cash Back terms and conditions are subject to change.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us and our

licensors and for the avoidance of doubt the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

If you upload any intellectual property to the App you grant to us a non-exclusive, perpetual licence to use and exploit that intellectual property throughout the world.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you 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 or for fraud or fraudulent misrepresentation and/or for any other loss or damage the exclusion or limitation of which is prohibited by English law.

We are not liable for business losses. If you use the App 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.

Limitations to the App and the Services. The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service. We cannot be responsible if you suffer a loss of data which could have been avoided if you had backed up the device immediately before such loss.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will not be liable for delays caused by the event

Limitation of our liability. Despite the above, our total liability to you for any cause of action that may be taken by you against us will at all times be limited to no more than 100

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and cease providing the Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs and part-paragraphs of these terms operates separately. If any court or relevant authority decides that any of the paragraphs or part-paragraphs are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you by agreeing to these terms the parties accept the exclusive jurisdiction of the English court in relation to any dispute arising under or in connection with this agreement.