

MySmartE

Terms & Conditions



This service, a home energy monitoring application (the “Service”), is provided by E (Gas and Electricity) Ltd (the “Provider”). These Terms of Service (the “Terms”) apply to the natural person (the “End User”) using the Service.

1 Upgraded features and new versions

- 1.1 Upgraded features and new versions of the Service will be implemented in the Service to the extent the Provider finds appropriate. The Provider reserves the right to, without prior notice and at any time, make changes to or modify the Service or the way in which the Service is provided.

2 Use of the Service

- 2.1 The End User shall act in conformity with any instructions given by the Provider regarding the use of the Service. If use of the Service requires a parent’s or a legal guardian’s permission, the End User is responsible for obtaining such permission.
- 2.2 The End User ensures that it will not use the Service for any purpose that is not in compliance with applicable law or these Terms and is liable for all actions and activities conducted within the scope of its use of the Service. Neither the Provider nor its subcontractors are responsible for any unauthorised access to the Service as a result of the End User’s negligence.
- 2.3 The End User shall not copy, reproduce, sell, license, distribute, modify, decompile or in any other way make changes to the Service or make the Service or parts of the Service available to others.

3 Limited access to the Service

- 3.1 The Service may be interrupted by circumstances outside of the Provider’s or its subcontractors’ control, which might affect the functionality and availability of the Service. Since neither the Provider nor its subcontractors are able to control such circumstances, the Provider cannot warrant a continuous or uninterrupted access to the Service. The Provider shall however, given the circumstances at hand, seek to remove such factors that interferes, or risk to interfere, with the functionality and accessibility of the Service.
- 3.2 The Provider is, due to technical, maintenance or security reasons, entitled to take appropriate measures, which might affect the access to the Service. The End User shall without

undue delay to the extent necessary be informed about any limitation or suspension of the access to the Service, for example by the Provider posting such information on its website or similar

- 3.3 The Provider reserves the right, at any time, to terminate the End User's access to the Service if the Provider suspects that the End User is violating these Terms or is otherwise acting in a way that risks causing the Provider, its subcontractors, other users or persons any harm or other damage.

4 Intellectual property rights

- 4.1 The End User shall not obtain any intellectual property rights to the Service or any rights to the material arising from the use of the Service.

5 Third Party Applications

- 5.1 To use parts of the Service, the End User may need access to certain third-party applications. The End User is responsible for carrying out installations and updates of such third-party applications.
- 5.2 The End User shall ensure that its use of a third-party application is in conformity with the terms and conditions governing the relation with the supplier of the third-party application. The End User shall indemnify the Provider or its subcontractors for any claims directed towards the Provider or its subcontractors by such suppliers due to the End User's use of the third party application.
- 5.3 Neither the Provider nor its subcontractors are responsible for deficiencies in, and does not warrant the functionality of, any thirdparty application.

6 Links to other websites

- 6.1 Within the Service, the End User may find links to websites provided by third parties. Neither the Provider nor its subcontractors or suppliers has control of or responsibility for such linked websites or its content and shall not be held liable for any damages arising in connection with the use of services available on linked websites. The End User is recommended to read the respective terms of service and privacy policies of such third-party websites.

7 Limitation of liability

- 7.1 Neither the Provider nor its subcontractors shall be held liable for any loss of profits, reimbursement towards a third party or any other indirect or consequential damage or loss, unless otherwise provided hereunder. The limitation shall not apply to either party's liability based on death or personal injury caused by negligence, gross negligence, wilful misconduct, fraud or fraudulent misrepresentation.

8 Force majeure

- 8.1 The Provider and its subcontractors shall be relieved from liability for failure to perform any obligation under these Terms during such period and to the extent that the due performance thereof by either the Provider or its subcontractors is prevented by reason of any circumstance beyond the reasonable control of such party, such as war, warlike hostilities, labour disturbances, new or amended legislation, governmental actions, interruption or failure of electricity or communications systems, fire, flood or other circumstances of similar importance.

9 Amendments

- 9.1 The Provider may at any time make amendments or additions to these Terms. All amended conditions will automatically be effective at the latest fourteen (14) days after the amendment has been published in the Service. When using the Service after the fourteen-day period, the End User shall be considered to have accepted the new Terms.

10 Communication

- 10.1 The End User accepts that all communication from the Provider or its subcontractors to the End User may be made electronically. Notices shall be deemed to have been given on the day a message is sent.

11 Payment Difficulties

- 11.1 These Terms apply from the End User's registration of a user profile in connection with the use of the Service and until the End User has ceased to use the Service.

12 Governing law and dispute resolution

- 12.1 These Terms shall be construed in accordance with and governed by the provisions of English law, unless the address is in Scotland, in which case your contract will be governed by the laws of Scotland.