Homely Connect Terms of Use 1.2

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE HOMELY CONNECT PLATFORM

In particular we draw your attention to 'Your liability in relation to the contents provided in Connect' and '**Our responsibility for loss or damage suffered by you'**

Date

These terms and conditions apply from 18/07/2025.

1. What's in these terms?

a. These **Terms** set out the terms and conditions for using our online platform available at www.homelyenergy.com/homely-connect (**Connect**) which was implemented with the purpose of allowing you, as an installer or distributor of products developed by us ("**you**"), to access information about a user of our products ("**your customer**" or "**customer**") and identify potential issues with system installation as well as to provide ongoing support and maintenance services.

b. On successful registration for Connect you will be granted a licence to access to our basic service automatically (**Basic Licence**) and, once registered, you will be able to purchase our pro service with additional functionality and services (**Pro Licence**).

c. A contract is formed between us at the time of registration.

Please Note: Access to the customer products and data via Connect is conditional on the basis that the relevant customer has given you permission to access their information via our customer facing Homely App.

2. **Homely Installer App**

a. By agreeing to these Terms you will also be granted a licence to use the Homely Installer App subject to the Homely Installer *App EULA*.

b. Access to the Homely Hub, including remote access and data via Connect is conditional on the basis that the relevant customer has given you permission to access their information via Connect.

3. Who we are and how to contact us

a. Connect is a site operated by Homely NewCo, a private limited company incorporated and registered in England and Wales with company number 11491139 and having our registered office at Evergreen House, Clowes Street, Salford, England, M3 5NA. Our VAT number is 322 0698 22 (trading as Homely) ("**We**").

b. To contact us, please email *team@homelyenergy.com* or call 0161 818 9005.

4. By using Connect you accept these Terms & authorised users

a. By using Connect, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use Connect.

b. You are responsible for ensuring all authorised users registered to your Connect account use Connect in accordance with these Terms. Any breach of these Terms by an authorised user will be deemed a breach by you.

5. There are other Terms that may apply to you

a. These Terms refer to the following additional Terms, which also apply to your use of Connect:

- Our Privacy Policy is available *here*.

6. We may make changes to these Terms

a. We amend these Terms from time to time. Every time you wish to use Connect, please check these Terms to ensure you understand the Terms that apply at that time. If you have a Pro Licence, these amendments will only take effect on renewal of your Pro Licence in accordance with clause 11 (Duration) of these Terms.

b. Other than as provided in this clause 6, these Terms may not be changed or varied within the signed written agreement of both parties.

7. We may make changes to Connect

a. We may update and change Connect from time to time to reflect changes to our products, customer needs and our business priorities. This may include changing the number data points collected or made available via Homely Hub and Connect, or the frequency of data collection. Please note that over time the frequency and number of data points stored for a customer's home energy heating system will be reduced, in recognition of the increased data storage costs. However, if you have paid for a Pro Licence, we will not materially degrade the functionality of the Service or performance of Connect Pro Licence

8. Permitted Access and end customers

a. In order to access Connect you (or your organisation) must have registered via www.homelyconnect.com.

b. In all circumstances we reserve the right to refuse or remove account registration and access at our discretion.

c. Through Connect you may access information related to the installation and performance of our Homely Hub, and other devices connected to your Homely Hub, with your customers. This access is only permitted on the basis the customer has given you permission to access their account information via the Homely App.

d. The customer can manage your access via the Homely App at the customer's discretion and it is your responsibility to ensure the customer has granted you access via Connect. We accept no responsibility or liability in the event the customer does not provide, or removes, access permissions.

e. In the event you do not fulfil any of the criteria in clause 8c at any time, or the customer permission is withdrawn, we may immediately suspend access to Connect and/or to the relevant customer's account.

f. You are also responsible for ensuring that all persons who access Connect through your organisation or internet connection are aware of these Terms and other applicable Terms and conditions, and that they comply with them.

g. We reserve the right to remove access to Connect if you, or your authorised users, have failed to comply with any of the provisions of these Terms, the *Homely Installer App EULA* or of any other agreements you may have entered with us, including but not limited to any reseller/distributor agreement, subcontractor agreement or any of our policies provided to you.

9. **Obligation to notify**

a. In the event the customer contacts you to remove your permission to access their account information via Connect you must inform us immediately, and also advise the customer to contact Homely immediately to confirm your removal.

10. **Functionality**

a. The details of the services and functionality of both the Basic and Pro Licences are available at *https://www.homelyenergy.com/homely-connect/*

11. Duration Basic and Pro Licence

a. Connect Basic Licence is made available free of charge in relation to customers who have purchased a Homely Hub and access shall be maintained for a minimum period of 5 years from installation. After this 5 years, access under a Connect Basic Licence may be removed at our discretion.

b. You can end a Basic Licence by removing the customer's Homely Hub from within the Homely installer mobile application.

c. Only one installer may be registered to a customer at any time for Connect. If you have no active customers then you will not be able to access Homely Hubs under Connect Basic Licence.

d. The Connect Pro Licence shall last for 12 months from the date of registration (**Initial Term**). In order to renew the Pro Licence, payment of the Subscription Fee (in accordance with clause 18 (Payment)) is required in advance of the anniversary of registration date. Subject to payment being made, the Pro Licence shall renew for further 12 month periods on each anniversary of the registration date (each a **Renewal Term**). Any increase

in the Subscription Fee will be detailed at the time of renewal. Failure to pay will result in you immediately losing access to the Connect functionality available under the Pro Licence.

e. Either you or us may end the Pro Licence at the end of the Initial Term or Renewal Term by giving prior written notice (including via email).

12. Support and availability

a. If you have an issue with accessing or using Connect please use the contact us tab or using *team@homelyenergy.com* or call 0161 818 9005 (UK) or 861 386 206 (Lithuania). Our support is available 9am-5.30pm GMT Monday to Friday, save for public holidays in England, and we will use all reasonable endeavours to respond to, and resolve, any issues raised.

b. We do not guarantee that Connect, or any content on it, will always be available or be uninterrupted. We shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for:

   i. planned maintenance carried out during a maintenance window notified in advance to you; and

   ii. unscheduled, emergency maintenance. We will use reasonable endeavours to give you notice in advance of such emergency maintenance.

13. Connect is only for users in the UK and European Union

a. Connect is directed to businesses operating in the United Kingdom and European Union. We do not represent that content available on or through Connect is appropriate for use or available in other locations.

14. You must keep your account details safe

a. You will be issued log in details to your Connect account and for all authorised users if you have a Pro Licence. If you have not received these or have lost access to them, please contact us on *team@homelyenergy.com* or call 0161 818 9005.

b. If you have a Pro Licence and wish to add authorised users, please email us with the details and we will add them to your account and provide the authorised user with log in details. If a user management feature is made available, this may be used instead.

c. You must treat these log in details and any other piece of information as part of our security procedures as confidential and you must not disclose them to any third party. We have the right to immediately disable your, or one of your authorised user's, access to Connect at any time, if in our reasonable opinion there is a security risk.

d. If you know or suspect that any unauthorised person knows your, or your authorised users', log in details or password, you must promptly notify us at *team@homelyenergy.com* or call 0161 818 9005. **You must also notify us immediately if someone leaves your organisation and update your account details and password, so that access is restricted (you can do this via the 'forgot password' process'.**

15. The contents of Connect are confidential information

a. You understand and agree that when accessing Connect that the content you will be accessing, including but not limited to customer's personal data, is considered confidential information for the purposes of these Terms.

b. Subject to the requirements of clause 16 (How you must handle personal data within Connect), you must not at any time for the duration of your access to Connect, and for a period of five years after termination or expiry of such access for whatever reason, disclose to any third party such confidential information, unless to your employees or officers as authorised by us by means of a contract or otherwise in writing or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c. You may not use any of the contents which you may have access to via Connect account for any purpose other than to exercise your rights and perform your obligations under or in connection with these Terms.

d. Any disclosure of confidential information which is not in accordance with these Terms will be considered a material breach for the purposes of these Terms and may also be taken into account under your reseller/distributor agreement or subcontractor agreement with us.

16. How you must handle personal data shared within Connect

a. In relation to the personal data related to each customer which is shared with you via Connect **("Shared Personal Data")**, the following provisions will apply in relation to your processing of Shared Personal Data.

b. The following definitions apply in this clause 16:

Shared Personal Data shall consist of identity, contact and profile (being ongoing information relating to home energy system use, performance and energy profile) information for customers.

Data Protection Legislation shall consist of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including the UK GDPR, the Data Protection Act 2018 and the Privacy in Electronic Communications Regulations 2003 as amended and updated, as they may apply to the Shared Personal Data under these Terms.

c. Both you and us must comply with all the obligations imposed on a controller under the Data Protection Legislation, and any breach of the Data Protection Legislation shall constitute a material breach under these Terms.
d. You acknowledge that for the purposes of these Terms we are the Data Discloser (meaning the party that provides or facilitates the provision of the Shared Personal Data) and you are the Data Recipient (meaning the party that will receive the Shared Personal Data for the purposes of carrying out rights and/or obligations relating to these Terms).
e. You agree that you will:
    i. process the Shared Personal Data only for the purposes related to these Terms;
    ii. not disclose or allow access to the Shared Personal Data to anyone other than you, your employees and the customer who owns the relevant Shared Personal Data;
    iii. take full responsibilities for all your employees when handling the Shared Personal Data and ensure they all understand these Terms in relation to the Shared Personal Data in advance of them coming in contact with the Shared Personal Data;
    iv. ensure that you have in place reasonably appropriate technical and organisational measures, and according to good industry practices, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
    v. not transfer any personal data outside of the UK or European Economic Area unless the transferor:
        1. complies with the provisions of Article 26 of the UK GDPR (in the event the third party is a joint controller); and
        2. ensures that (i) the transfer is to a country approved by the United Kingdom Government as providing adequate protection; or (ii) there are appropriate contractual safeguards are in place along with having conducted a risk assessment; or (iii) or binding corporate rules are in place; or (iv) one of the derogations for specific situations under Data Protection Legislation applies to the transfer;
    vi. notify us without undue delay on becoming aware of any breach of the Data Protection Legislation;
    vii. delete or return, at our direction, to us Shared Personal Data (unless required by law to retain) and copies thereof on the earliest of the following events:
        1. on termination or expiry of your access to Connect, unless required by law to store the personal data;
        2. on expiry or removal of permission by a customer for you to access their Shared Personal Data;
        3. termination or expiry of your contract with the customer; and
    viii. maintain complete and accurate records and information to demonstrate compliance with the provisions herein.
f. **Indemnity.** You shall indemnify us, and the end customer, in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us and/or the end customer arising out of or in connection with the breach of this data protection clause 16 and/or Data Protection Legislation, by you, your employees or agents.

17. Licence and use of Connect

a. We are the owner or the licensee of all intellectual property rights in Connect, and in the material published on it. All such rights are reserved. You are not permitted to use any of our intellectual property, including any software or registered trade marks, unless as provided in these Terms.
b. For the exclusive purposes of providing the installation and/or support and maintenance services relevant to these Terms and conditions we grant you a non-exclusive, non-transferrable, licence to use Connect and the

customer material and information, where applicable, for as long as Connect is made available to you in accordance with these Terms.

c. You shall not, and shall ensure no authorised users,
    i. attempt to copy, intercept, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Connect or its content in any form or media or by any means; or
    ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software.

18. **Payment (Pro Licence only)**
    a. If you wish to purchase the Pro Licence you will be required to pay the "**Subscription Fee**", which will consist of the set "**Annual Account Fee**" plus an additional annual Cost per Homely Hub fee for each individual customer who has agreed for you to have access to their Homely Hub information via Connect ("**Hub Fee**"). The Annual Account Fee and per Hub Fee will be detailed at the time you register for the Pro Licence. *https://www.homelyenergy.com/homely-connect/*
    b. You will pay the Subscription Fee in advance on an annual basis. On registering for the Pro Licence you will receive an email confirming the registration as well as providing our invoice for the first Subscription Fee. The Subscription Fee shall be payable by card payment or BACS / bank transfer unless agreed otherwise by us. Upon payment a contract will be formed between us covering the granting of the Pro Licence to you. Any failure to pay will result in suspension of the Subscription. We reserve the right to invoice you for any outstanding Subscription Fees.
    c. Our Subscription Fees are exclusive of VAT and any other applicable sales or services tax but inclusive of all other taxes, duties and levies.
    d. In the event additional customer Homely Hubs are made available to your Connect account during the Initial Term or any Renewal Term you will be required to pay the Homely Hub Fee from the date of installation of the Homely Hub. We will invoice you for the Hub Fee at the end of the month in which the installation occurred and such invoice shall be payable within 14 days. Failure to pay the Hub Fee will result in Connect Pro Licence access being suspended for the respective Homely Hubs.
    e. Paying the Hub Fee will entitle you to access the applicable Homely Hub data and features for a period of 12 months from installation in the first instance or date of payment for any renewal of access.
    f. If you have active Homely Hubs for which you have paid a Hub Fee, but have not paid your Subscription Fee or do not have a current Pro Licence, then you will only be able to access data from such Homely hubs without having access to all the features under a Pro Licence, and such access shall be limited to your organisation's account holder with all other authorised users being locked out. Please note that you will not be able to renew access to a customer's Homely Hub for just the data by paying a Hub Fee once the 12 month period covered by the Hub Fee has ended, as set out in clause 18e. Any further access will be dependent on you purchasing a Pro Licence and paying the Subscription Fee.
    g. In the event a customer elects to remove your access to their Homely Hub, including by appointing a different installer, we will immediately remove your access to their information via Connect.

19. **Homely Hub data**
    a. We use reasonable endeavours to ensure the information provided via Connect will be an accurate reflection of the customer's heat pump and energy system, equipment and Homely Hub performance. However, we exclude all liability for any errors, incompleteness and/or inaccuracies caused by third parties, the customer not using the products as intended, incorrect installation or repair, intermittent or failed internet connection.
    b. It is your responsibility to review, consider and validate any information provided via Connect before taking any action or contacting a customer. You acknowledge and agree that Connect whilst is a diagnostic tool, it only supports you in making a diagnosis as to any faults with a heating system and does not provide a

diagnosis itself. As such, it is your responsibility to ensure you have appropriate monitoring and processes in place to diagnose and remedy any fault with Connected heat pump and energy system.

20. Our responsibility for loss or damage suffered by you

a. 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 and for fraud or fraudulent misrepresentation.

b. Exclusion of Liabilities.

   i. We exclude all implied conditions, warranties, representations or other terms that may otherwise apply to Connect or any content on it.

   ii. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: or

   iii. use of or reliance on any content displayed on Connect, save for errors or inaccuracies in Connect information relating to product performance and energy consumption caused by our collection, transmission and sharing if such information with you, for which our total liability is capped at (£10,000).

c. In particular, we will not be liable for:

   i. loss of profits, sales, business, or revenue;

   ii. business interruption;

   iii. loss of anticipated savings;

   iv. loss of business opportunity, goodwill or reputation; or

   v. any indirect or consequential loss or damage.

d. We are not responsible for any misinformation, lack of clarity or miscalculation in relation to any customer data which you have provided for Connect, whether directly or indirectly. Connect's purpose is to assist and facilitate with the installation, commission and maintenance of the Homely Hub you sell to customers. We have no control of and will not be responsible for the information which you add to it, including without limitation when the information you have added impacts the commission, installation or maintenance of Homely Hub and the customer's energy system.

e. Subject to clauses 20(a) to (e) inclusive, our total liability to you, in contract, tort or otherwise in connection with these Terms, shall be limited to the amount of Subscription Fees paid and/or payable during the 12 months preceding the date on which the event, or series of connected events, giving rise to a claim occurred.

f. We exclude liability for any loss or damage you or your equipment and to the customer's home or other location of installation, in the event you, or your authorised users use Connect maliciously, recklessly or negligently.

21. **Indemnities and your liability in relation to misuse, contents and Shared Personal Data provided in Connect**

a. We are not responsible for negligent or malicious use. Connect provides you with the ability to manage installations and maintenance of Homely Hub and connected devices within a heating system, including through changing parameters and controls if you have a Pro Licence. **Please note, that changing parameters on heating systems and connected devices can result in damage to heating systems and loss of heating or hot water supply. Therefore, it is your responsibility to ensure you understand all changes in parameters and settings which you apply, and do this in a safe way using all reasonable skill and care of someone experienced in the industry.**

b. You shall indemnify us (and keep us indemnified) for all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us in relation to a claim against us by the customer, or other third party, arising out of in connection with your, or your authorised users', (i) changing or parameters or settings of heatings systems via the Homely Hub, and/or (ii) malicious or negligent use of Connect in breach of clause 21a.

c. In the event you breach the requirements under these Terms in relation to protecting confidential information or Shared Personal Data, you shall indemnify us (and keep us indemnified) for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us in relation to a party arising out of or in connection

with such material breach either when caused by you, your employees/officers or representatives of any sort, to the extent of such claim.

d. We will give you notice of any such claim as soon as reasonably practicable for us, and provide full information about the circumstances giving rise to it, as well as reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

22. How we may use your personal information

a. We will only use your personal information (meaning all if any personal information of your employees/officers shared for the purposes of gaining access to Connect or otherwise provided within these Terms) as set out in our Privacy Policy (*available here*).

23. We are not responsible for viruses and you must not introduce them

a. We do not guarantee that Connect will be secure or free from bugs or viruses.
b. You are responsible for configuring your information technology, computer programmes and platform to access Connect. You should use your own virus protection software.
c. You must not misuse Connect by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Connect, the server on which Connect is stored or any server, computer or database connected to Connect. You must not attack Connect via a denial-of-service attack or a distributed denial-of service attack.

24. Termination and Suspension

a. Either you or us may terminate the Pro Licence with immediate effect by giving written notice if the other party:
    i. is in material breach of these Terms and, if the breach is capable of remedy, the breaching party has failed to remedy the breach within 14 days of the date of written notice requiring it to do so; or
    ii. becomes unable to pay its debts or becomes insolvent or enters into or proposes any composition or arrangement with its creditors generally, or anything analogous to any of these events occurs.
b. If we terminate the Pro Licence under clause 11.d then we will promptly refund any portion of the Subscription Fee that relate to the period after the date of termination, on a pro rata basis.
c. Upon the effective date of termination or expiry of your registration, all rights granted under these Terms shall also terminate, and you shall immediately cease any and all use of Connect.
d. Termination or expiry of your registration and related licence, will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry. Any provision of these Terms that is intended to continue in force on or after termination or expiry will remain in full force and effect.

25. We may transfer this agreement to someone else

a. 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.

26. Nobody else has any rights under this contract.

a. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

27. If a court invalidates some of this contract, the rest of it will still apply.

a. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

28. Even if we delay in enforcing this contract, we can still enforce it later.

a. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

29. Which country's laws apply to any disputes?

a. These Terms, 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.