Homely Installer App- End User Licence Agreement (EULA) v22
Updated: 18/07/2025

PLEASE READ THESE LICENCE TERMS CAREFULLY

THIS IS A LEGAL AGREEMENT. BY DOWNLOADING AND USING THE APP, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE PRODUCT SOFTWARE AND TO ENTER INTO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE APP. IN PARTICULAR, WE DRAW YOUR ATTENTION TO *DATA PROTECTION INDEMNITY* AND *OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU.*

As described below, you are consenting to automatic software update of the App. If you do not agree, you should not use the App.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We are Homely and are a trading name of Homely NewCo. Ltd, a private limited company incorporated and registered in England and Wales with company number **16522536** and having our registered office at **Evergreen House, Clowes Street, Salford, England And Wales, United Kingdom, M3 5NA**. Our VAT number is 322 0698 22. We license you to use:

- Homely Installer App mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it.
- The related electronic documentation in the App (**Documentation**).
- The service you may connect to via the App being the management and operation of your Installer platform known as **Connect** through which you will commission, maintain and support Homely Hub for End Customers, and the content we provide to you through it (**Service**).

Please note Homely Newco Ltd is the new trading entity for the Homely Installer App and Connect platform. As part of an internal group restructure, all rights and obligations under this agreement have transferred from Homely Energy Ltd to Homely Newco Ltd. Your use of the App and Services continues as normal under this updated agreement.

Please note you will only be able to use this App to access the Service if you have registered for this App and Connect (via website https://www.homelyenergy.com/installer-app-registration/), or your organisation has done this and identified you as an authorised user under its Connect registration. Registration for the App and use of Connect are both subject

to the Connect Terms of Use (available here https://www.homelyenergy.com/homely-connect-terms-and-conditions), as may be updated from time to time (**Connect Terms**).

For the purposes of this EULA,

(a) **Installer** means a company which is (i) a non-exclusive reseller for the sale, installation and maintenance of the Homely Hub to End Customers; and/or (ii) is appointed by us as a subcontractor ;

(b) **Homely Hub** means the Homely Hub smart thermostat and any other Homely Hub or related products developed and/or sold by us under our Homely range, as updated from time to time;

(c) **End Customer** means an individual or organisation who will make use of the Homely Hub as an end user to support their personal benefits and in no occasion for the purposes of reselling the Homely Hub or otherwise directly profiting from them, and for whom the Installer has installed and commissioned the Homely Hub.

YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy available on https://www.homelyenergy.com/privacy-policy.

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.

ACCESS TO CUSTOMER DATA AND PRODUCT INFORMATION

Please note, that is an End Customer has granted you access to their Homely Hub in relation to our Connect service and platform, then such access is subject to the End Customer's consent, which may be removed at any time. In this instance we will remove your access to the Shared Personal Data (see below) and the connected information from the Homely Hub.

END CUSTOMER PERSONAL DATA

In relation to any and all End Customer personal data shared within and through the App, you must comply with the following provisions. In the event of any conflict between the Data Protection provision of this EULA and the terms of your reseller or subcontractor agreements, if applicable, this EULA shall prevail.

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 End 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.

You must comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall constitute a material breach for the purposes of this EULA.

You acknowledge that for the purposes of these terms of use we both may be a Data Discloser (meaning the party that provides or facilitates the provision of the Shared Personal Data) and/or 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 of use). This will depend on where the Shared Personal Data is generated and relevant for completion of installation and commission.

We both agree that we will:

(a) process the Shared Personal Data only for the purposes related to these terms of use;

(b) not disclose or allow access to the Shared Personal Data to anyone other than each other, our employees/officers and the customer who owns the relevant Shared Personal Data;

(c) take full responsibilities for all our employees/officers when handling the Shared Personal Data and ensure they all understand these terms of use mainly in relation to the Shared Personal Data in advance of them coming in contact with the Shared Personal Data;

(d) ensure that we 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

(e) not transfer any personal data outside of the European Economic Area unless the transferor:

  (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and

  (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) or binding corporate rules are in place; or (iv) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

(f) notify each other without undue delay on becoming aware of any breach of the Data Protection Legislation;

(g) At the Data Discloser's direction, delete or return to Shared Personal Data (unless required or permitted by law to retain) and copies thereof on the earliest of the following events:

  (i) Shared Personal Data is no longer required for installation, commissioning or ongoing support and maintenance of Homely Hub, as agreed with the End Customer;

  (ii) on removal of permission by a customer for you to access their Shared Personal Data as provided by Homely;

(iii) termination or expiry of your contract with us as a reseller or subcontractor; and

(h) maintain complete and accurate records and information to demonstrate compliance with the provisions herein.

Indemnity Each party shall indemnify the other 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 the indemnified party arising out of or in connection with the breach of this Data Protection clause and/or Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limit of £1 million pounds.

OTHER TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by either (i) the Google Play's terms and policies accessible directly or indirectly on https://play.google.com/intl/en_ie/about/play-terms/ as updated from time to time; or (ii) the Apple Appstore terms and policies accessible directly or indirectly on https://www.apple.com/uk/ios/app-store/.

INSTALLER ACCOUNT

When downloading the App you will be requested to register as an installer and create a Connect account with us (via website https://www.homelyenergy.com/installer-app-registration/) through which you will be able to commission your sales of the Homely Hub to End Customers, as well as have access to usage data, relay and product performance. If the End Customer has agreed for you to provide ongoing support and maintenance services, you will also have access to Homely Connect subject to the Connect Terms.

On account set up you will be required to set up a secure password (we recommend and request you follow the NCSC guidelines for a secure password https://www.ncsc.gov.uk/collection/top-tips-for-staying-secure-online/use-a-strong-and-separate-password-for-email). You will need to comply with any other security requirements which we notify to you and you must treat such information as confidential and personal to you. You must not disclose it to any third party (outside of your organisation) nor use any third party's identification and security information to access the Homely App account.

We have the right to disable any user identification code or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this EULA or of the reseller agreement or subcontractor agreement (as applicable) which you have agreed with us. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the Contacting Us details below.

Sharing Access- Pro Licence

If the Installer has a Pro Licence for Connect (as detailed in the Connect Terms) it is permitted for multiple officers/employees of the Installer to access one account registered with us, so they may access and control the same information related to End Customers of an Installer. If this applies to your organisation and you wish to add authorised users to your account then please email us at team@homelyenergy.com. Each authorised is required to comply with this EULA to the same extent as the account holder in respect of your use of the App or Service, and the terms will apply to you in full.

CONNECT ACCESS PERIOD AND RENEWALS

Access to the Connect functionality provided through the Homely Installer App is included at no additional charge for a period of 2 (two) years from the date of installation of each individual Homely Hub. After this initial period, continued access t o Connect in respect of each Hub will require a renewal.

The terms, process, and pricing for any such renewal will be determined by Homely and may be updated from time to time. Details will be communicated to you or your organization in advance of the renewal becoming due.

Failure to renew access for a specific Hub may result in loss of functionality or access to that Hub via Connect.

Renewal details will be made available in the Connect Renewals Policy, which will be published on our website when applicable.

OPERATING SYSTEM REQUIREMENTS

We endeavour to ensure the App is available and functions on a broad range of devices and systems as possible, however, we provide no warranty or guarantee that the App will function on any particular device. If you are experiencing problems with our App please see the Support section below.

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 take a look at our support resources at https://www.homelyenergy.com.

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, you can contact us via the in App contact tabs, email our customer service team at team@homelyenergy.com.

How we will communicate with you. If we have to contact you we will do so via the App, by email, by SMS, by phone 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 or stream a copy of the App onto your mobile device 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.
- 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 DOWNLOAD THE APP

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

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above. Subject to Sharing Access Pro Licence (above), you may not otherwise 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.

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.

We will give you at least 7 days' notice of any change by email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

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 or stream 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.

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 Homely Hub and to provide any Services to you.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any Homely Hub or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- only use the App in relation to installation, commissioning and support of Homely Hub for the End Customer;
- 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.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);

- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and 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.

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.

Exclusion of Liabilities.

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Homely Installer App or any content on it.

- 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:

- use of, or inability to use, our Homely Installer App; or
- use of or reliance on any content displayed on our Homely Installer App, save for errors or inaccuracies in Homely Installer App information relating to Product performance and energy consumption caused by our collection, transmission and sharing of such information with you.
- In particular, we will not be liable for:
    - loss of profits, sales, business, or revenue;
    - business interruption;
    - loss of anticipated savings;
    - loss of business opportunity, goodwill or reputation; or
    - any indirect or consequential loss or damage.

Liability cap. Subject to the exclusions above, our total liability to you, in contract, tort or otherwise in connection with use of the Homel Installer App, shall be limited to £10,000.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. We will not be liable for accidental damage or normal wear and tear.

We cannot guarantee or verify all information within the App. The App may provide information about third-party Homely Hub related to the sales and/or installation of the Homely Hub or information related to data manually input by you. Unless otherwise expressly stated by us, we cannot guarantee that such information is correct or up to date. All Product Information is provided “as is” and “as available”. In cases where it is critical, accessing such information through the App is not a substitute for direct access of the information in the home.

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 relevant app store or 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 contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

We are not responsible for any misinformation, lack of clarity or miscalculation in relation to the End Customer data you add to the App. The App's purpose is to assist and facilitate with the installation, commission and maintenance of the Homely Hub you sell to End 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. It is your responsibility to input truthful and current data related to all your sales and installation, as well as any other information which is dependent on you according to any reseller agreement or subcontractor agreement (as applicable) so we can then comply with the obligations that apply to us. If you have any questions about how to use the App or if you would like to optimise is use, contact our support team for assistance.

We are not responsible for negligent or malicious use. The App provides the user with the ability to manage your sales and installations of Homely Hub to End Customers and, as such, we exclude liability for any loss or damage to your place of work or equipment and to End Customer's location of installation, in the event you use the App maliciously, recklessly or negligently.

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 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.

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.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

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 of these terms operates separately. If any court or relevant authority decides that any of them 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 can bring legal proceedings in respect of the Homely Hub in the English courts.