

Smart Energy Storage Solutions Trial

(Solar PV and Moixa Batteries)

1. Background

- (a) Energia is in the process of developing new smart energy storage solutions which will enable customers to store electricity from solar photovoltaic panels for use in the home and to potentially provide a supply of electricity or other electrical services to the grid. It has arranged for the Installer to offer to install a Smart Energy Storage Solution which will participate in the Trial at your premises.
- (b) This is a limited trial of the Smart Energy Storage Solution to test whether it is capable of optimising energy systems in to the home and delivering grid system services for the period of approximately 18 months (the “**Trial**”). In consideration of the opportunity to purchase the Smart Energy Storage Solution at a reduced cost from the Installer you agree to participate in the Trial in accordance with these terms and conditions for the term of the Trial.
- (c) These terms and conditions are in addition to Energia's supply terms and conditions which govern your existing energy supply with us. If there is any conflict between these terms and conditions and Energia's supply terms and conditions then Energia's supply terms and conditions shall prevail except in relation to limitation of liability which is set out in detail below.

2. Information about us and contact details

- (a) The following definitions apply to this Agreement:
 - i. “**Agreement**” means the terms and conditions set out in this document.
 - ii. “**Device Manufacturer**” means a) the manufacturer of the solar panels, b) Moixa in respect of the Moixa storage batteries and the Gridshare Client together with any accompanying equipment and c) where applicable the manufacturer of an EV Charge Point agreed by you with the Installer in connection with the Smart Energy Storage Solution.
 - iii. “**Device Manufacturer’s Instructions**” means the instructions for installation, storage, use and maintenance of the component parts of Smart Energy Storage Solution from the Device Manufacturer.
 - iv. “**Gridshare Client**” means the software provided by Moixa to operate and control the Moixa storage battery controlled by Energia and Moixa through the Gridshare Partner software.
 - v. “**Moixa**” means Moixa Technology Limited
 - vi. “**Moxia storage battery**” means a V4 Moixa Smart Battery.
 - vii. “**Network Provider**” means ESB
 - viii. “**Installer**” means House2Home Retrofit Limited incorporated and registered in Republic of Ireland with company number 522283 whose registered office is at Block A Kileen Kileen Road Dublin 12.
 - ix. “**Smart Energy Storage Solution**” means the solar panels, b) the Moixa storage batteries and the Gridshare Client together with any accompanying equipment and c) where applicable the EV Charge Point agreed by you with the Installer.
 - x. “**We**”, “**us**” or “**our**” means Energia Customer Solutions Limited t/a Energia.

xi. “You” or “your” means the person participating in the Trial.

(b) You can contact us by telephoning our dedicated Trial support team

3. Installation and connection to the grid.

- (a) Upon confirmation that you have entered into an agreement with the Installer for the Smart Energy Storage Solution these terms and conditions will apply.
- (b) Please note that the Installer is responsible for all liabilities in respect of the Smart Energy Storage Solution. All claims and liabilities in respect of the Smart Energy Storage Solution lie with either the Installer or the appropriate Device Manufacturer under the terms of the appropriate Device Manufacturer’s warranty.
- (c) You agree that you will enter into NC6 Form with the Network Provider to enable the Smart Energy Storage Solution to export to and import energy from the Network Provider throughout the Trial and to abide by the Network Providers terms and conditions in relation to such connection.

4. Gridshare platform

- (a) You agree that as part of the installation of the Smart Energy Storage Solution you will register the Moixa storage battery with Moixa to enable the Gridshare Client to control your Smart Energy Storage Solution and maintain such registration for the period of the Trial.
- (b) You agree that you shall maintain a suitable internet connection to enable the Gridshare Client to communicate with the Smart Energy Storage Solution.
- (c) You acknowledge and consent to Moixa and Energia controlling and sending instructions to the Smart Energy Storage Solution by means of the Gridshare Partner for the period of the Trial.
- (d) You acknowledge and consent to Moixa, Energia, Eirgrid, SONI, ESB Power NI Energy Limited and NIE Networks together with the other parties referred to in our Privacy Statement collecting and using information in relation to the Smart Energy Storage Solution’s performance during the course of the Trial (**Performance Information**).
- (e) You acknowledge and consent to both Moixa and Energia owning the Performance Information.
- (f) You shall abide by all terms and conditions that apply to your use of the Gridshare Client throughout the Trial.
- (g) You agree that Energia is not responsible for the Gridshare Client.
- (h) You agree that We , the Installer or Moixa may contact you where we or Moixa fail to receive Performance Information from the Smart Energy Storage Solution through the Gridshare Client or where the Smart Energy Storage Solution fails to respond to instructions through the Gridshare Client for a continuous period of approximately 24 hours.

5. Use and Feedback

- (a) You agree to the following:
 - i. to use the Smart Energy Storage Solution and co-operate with Energia, including the provision of safe access to your premises as may reasonably be required by Us, the Installer or Moixa in the installation and their evaluation of Smart Energy Storage Solution during the Trial; and
 - ii. if requested, work with Energia, the Installer or Moixa to identify and resolve any errors, problems or defects in Smart Energy Storage Solution discovered by you, the Installer or Moixa.

- (b) In addition to the above, you may be asked and will provide Energia with feedback in connection with Smart Energy Storage Solution by means of completing a customer survey every three months during the Trial and forwarding that survey to Us.
- (c) All feedback, comments and suggestions for improvements that you provide to Energia are collectively referred to as “**Customer Feedback**”.
- (d) You acknowledge and agree that all Customer Feedback (and all intellectual property rights in it) will be the sole and exclusive property of Energia.
- (e) Energia will contact you during the Trial via e-mail communication.

6. Your obligations

- (a) In order to participate in the Trial you acknowledge that you agree to do the following:
 - i. follow the installation, storage, use and maintenance advice for the Smart Energy Storage Solution as set out in the Device Manufacturer’s Instructions;
 - ii. provide Customer Feedback to Energia via online surveys, e-mails or by other means in relation to your experience using the Smart Energy Storage Solution.
 - iii. You must ensure that the Smart Energy Storage Solution is used in accordance with the Device Manufacturer’s Instructions and in compliance with this Agreement. You shall notify us immediately upon becoming aware of any fault with or damage to the Smart Energy Storage Solution or any unauthorised use of the Smart Energy Storage Solution by any person.
 - iv. As part of our trial with Eirgrid to test this innovative technology, third parties may utilise capacity within the battery for the purpose of the trial over a trial duration of 18 months. Thereafter the battery will no longer be utilised for the same purposes unless agreed upon with relevant third party stakeholders.

7. Data Protection

- (a) Protecting our customer’s Personal Data is important to us. Please see our Privacy Statement set out in the Appendix to this Agreement for details of how we collect, use, store, share and protect your personal data in compliance with Data Protection legislation.
- (b) You acknowledge and agree that the Smart Energy Storage Solution will automatically download data to and from the Gridshare Client and this data will automatically be forwarded to Energia , Moixa, Eirgrid, SONI, ESB, Power NI Energy Limited and NIE Networks. Energia reserves the right to analyse this information for the purpose of evaluating the effectiveness of the Smart Energy Storage Solution. It will not be used for billing purposes but will be used for the purposes of calculating the Micro Gen Bonus.
- (c) Notwithstanding the generality of Clause (b) above, you have the right to request the erasure of your personal data obtained during the Trial. You should let us know if you require us to erase your personal data following termination or expiry of the Trial by contacting our Data Protection Officer at Dataprotection@energiagroup.com or in writing addressed to Data Protection Officer, 64 Newforge Lane, Belfast BT9 5NF.

8. SEAI

You acknowledge that grant payments maybe available in relation to the installation of the Smart Energy Storage Solution. In order to avail of any such grants from SEAI that you must apply for a grant from SEAI and any such grant is

subject to SEAI's eligibility criteria and their terms and conditions. Energia makes no representation or warranty that the Smart Energy Storage Solution is suitable for or will be eligible for a grant from SEAI.

9. Micro Gen Bonus

- (a) In consideration of you participating in this Trial you will be awarded a Micro Gen Bonus for any electricity passed from the Smart Energy Storage Solution to the grid. This Micro Gen Bonus will be calculated at a fixed rate of 0.1439 kWh in relation to energy exported to the grid as measured by the Moixa Gridshare Partner for the period of the Trial (i.e. approximately 18 months).
- (b) You will receive your Micro Gen Bonus as a "Cash Back" credit on your Energia energy bill for 12 months energy from the date of installation on the next bill following that period, and then for the subsequent 6 months on the next bill following that period.

10. Disclaimers

(a) Warranty Disclaimer

- i. You acknowledge that the Smart Energy Solution is being provided by the Installer and Energia expressly disclaims all warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement relating to the Smart Energy Storage Solution to the extent permitted by law.

(b) Acknowledgement of Test Products

- i. Without limitation to the generality of Clause (a) above, you acknowledge and agree that:
 - 1. the Smart Energy Storage Solution is in the development stage with initial functionality only;
 - 2. the Smart Energy Storage Solution may not operate properly, be in final form or fully functional;
 - 3. the Smart Energy Storage Solution may contain errors, design flaws or other problems;
 - 4. it may not be possible to make the Smart Energy Storage Solution fully functional;
 - 5. the information obtained using the Smart Energy Storage Solution may not be accurate; and
 - 6. Energia has the right to unilaterally restrict access to, suspend or abandon development of the Smart Energy Storage Solution for the purposes of the Trial at any time, on notice, without any obligation or liability to you.

(c) No Warranty

Energia gives no warranty that Smart Energy Storage Solution's operation will be uninterrupted, reliable, accurate, available, or error-free.

(d) Acknowledgement

You acknowledge and agree that:

- i. you should not rely on the Smart Energy Storage Solution or the information obtained using the Smart Energy Storage Solution (the "**Related Services**") for any reason;

- ii. the usage information shown on the Smart Energy Storage Solution during the Trial should not be used for meter readings. Neither the Smart Energy Storage Solution nor the Related Services are intended to replace the normal reading of your meter as set out in Energia's supply terms and conditions ;
- iii. installation, storage, maintenance and disposal of the Device and use of the Smart Energy Storage Solution and the Related Services shall be at your sole risk and responsibility;
- iv. you assume sole and complete responsibility for installation, storage, maintenance and disposal of the Smart Energy Storage Solution and use of the Smart Energy Storage Solution and the Related Services and waive any claim or demand against Energia in connection with them;
- v. provision of the Smart Energy Storage Solution and operation of the Smart Energy Storage Solution are dependent upon third party providers. Energia is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties to the extent permitted by law; and
- vi. in no event will Energia be liable to you or any third party for damages of any kind arising out of the installation or use of or inability to use the Smart Energy Storage Solution or the Related Services.

11. General terms

(a) Restrictions on Use

- i. The Smart Energy Storage Solution is to be used solely for personal and domestic use in accordance with this Agreement.
- ii. You agree that if you move out of your premises to notify Us by email and to ensure that the new occupier enters into an agreement with Us on the same terms as these in order to allow the Trial to continue.

(b) You must not:

- i. repair, modify, alter or improve the Smart Energy Storage Solution; or
- ii. reverse engineer the Smart Energy Storage Solution (or any component thereof), decompile or disassemble any software or firmware components of the Smart Energy Storage Solution, or adapt or in any other way alter Smart Energy Storage Solution .

(c) Assignment

- i. You shall not assign any of your rights or obligations under this Agreement without the prior written consent of Energia.
- ii. Energia may at any time assign any of its rights and obligations relating to the use of the Smart Energy Solution or this Agreement to a third party.

(d) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be removed and the remainder of this Agreement shall continue to apply as if that provision were not included.

(e) Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ireland whose courts shall have exclusive jurisdiction.

(f) Liability for Loss or Damage

As We do not supply the Smart Energy Storage Solution. We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement.

- i. We will not be responsible for:
 - 1. use of the Smart Energy Storage Solution not in accordance with the Device Manufacturer's Instructions; or
 - 2. any costs, loss or damage that you suffer as a result of not using the Smart Energy Storage Solution in line with the Device Manufacturer's Instructions, or by problems caused by your smartphone or tablet or wi-fi connectivity; or
 - 3. any costs, loss or damage that you experience by unauthorised use of the Smart Energy Storage Solution, for example if your smartphone or tablet or login details are lost or stolen. We advise you to keep your login details secret and to use PIN protection and/or other security mechanisms on your smartphone or tablet to prevent unauthorised use of the Smart Energy Storage Solution; or
 - 4. any costs, loss or damage you experience as a result of you, or anyone else, tampering with, decompiling or reverse-engineering the Smart Energy Storage Solution; or
 - 5. any anticipated savings, loss of data or for any indirect, consequential or unforeseeable loss howsoever arising suffered in connection with the use of the Smart Energy Storage Solution.
- ii. We do not exclude or limit our liability where it would be unlawful to do so. This includes liability for:
 - 1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
 - 2. fraud or fraudulent misrepresentation.
- iii. Our liability to you shall be limited to €1,000 for any incident or series of related incidents.
- iv. If defective digital content is supplied with the Smart Energy Storage Solution damages any of your devices or digital content, we will not be liable for damage which you could have avoided by following advice to apply an update offered to you or for damage which was caused by you failing to correctly follow the Device Manufacturer's Instructions or to have in place any advised minimum system requirements. Any damage that is caused to your device or digital content and which is directly attributable to a breach of our obligations under these terms and conditions shall be subject to our liability cap as set out at Clause iv above.
- v. For the avoidance of any doubt, and notwithstanding the generality of the foregoing, Energia shall have no liability whatsoever with respect to the Smart Energy Storage Solution.

(g) Delay

If we delay in taking any steps against you in respect of any breach of these terms and conditions that will not prevent us from taking steps against you at a later date.

(h) Third Parties

Nobody but Us, Moixa, the Installer and you can benefit from this Agreement.

12. Term and Termination

- (a) The Trial shall commence on installation of the Smart Energy Storage Solution and shall continue for a period of approximately 18 months unless sooner terminated by Energia in accordance with Clause 12 (b). The Trial and this Agreement may be extended on terms and conditions agreed between the parties.
- (b) Energia may terminate the Trial at any time by notice to you.

13. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, communications and understandings (both oral and written) regarding such subject matter.
- (b) This Agreement be modified by notice by Us from time to time. You may not modify this Agreement with out our consent in writing.

APPENDIX

PRIVACY STATEMENT

Introduction

Protecting our customer's personal data is important to Energia. This Privacy Statement sets out how we collect, use, store, share and protect your personal data in compliance with Data Protection legislation.

1.1 Company Information

Energia is part of the Energia Group, the leading independent energy company in the all-Ireland market. Energia is the trading name of Energia Customer Solutions Limited, a company registered in Ireland with company number 306035 and having its registered office at The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H. Further information can be found at <https://www.energia.ie/home> or <https://www.energiagroup.com/>.

1.2 Contact us

If you have questions as to the manner in which your personal data is being handled or if you require any further information you can contact the Data Protection Officer at Dataprotection@energia.ie or by writing to the :

Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H.

1.3 Protecting your Information

We are committed to protecting your personal data and to implementing appropriate technical and organisational security measures to protect it against any unauthorised or unlawful processing and against any accidental loss, destruction, or damage.

2. Data we Collect

In order to provide Moixa smart energy technology and batteries installation and services we need to collect a number of categories of personal data. We obtain this data through the registration process, marketing or through the on-going management of these services. We cannot provide you with these services unless we have the necessary information. These personal data categories may include:

Name, address, contact details such as telephone number, mobile phone number, email address, MPRN, bank details and system performance data.

System performance data includes:

- The power, current, voltage and frequency of all the electrical equipment in the system including the home and national grid retrospectively in real time.
- The performance of the Solar PV system including total power generated by the solar PV system, solar power consumption in the home, excess solar power directed to charge the battery and/or electric vehicle charge point and excess solar power exported to the grid.
- The performance of the battery system including state of charge, power to the home and battery power used and delivered to the grid.
- Where applicable the performance of the electric vehicle charge point including charging status and power rating, total power to the electric vehicle and total electric vehicle charge point usage.

3. How we use your Information

We will use your personal data for the provision and monitoring of the services, to manage your account, provide customer support, improve our products and services, marketing (in accordance with your marketing preferences), research and data analysis and to meet our regulatory and licence requirements.

This processing will be undertaken as necessary for the performance of your contract, with your consent, were necessary to comply with our legal obligations or necessary for our legitimate interests or those of a third party to better manage your account, provide the appropriate services and support, continually improve our processes and products and provide you with the best customer experience.

4. Sharing your Information

We may share your personal data within Energia Group and with other parties such as Moixa, the approved installation partners, the network companies, ESB and NIE Networks, the transmission system operators, EirGrid and SONI, smart charging providers (if required), and organisations who act as service providers to Energia such as providers of telecommunications, postal services, data storage, IT services and security, marketing and market research, and making and receiving financial payments.

5. Retention of your Information

We will retain your personal data only for as long as is necessary for the purposes for which it was collected and in order to meet the legal and business requirements of managing your customer account and experience with us. In particular:

- We will retain personal data that is necessary for us to provide you with the product and service that you have requested or purchased for as long as it takes us to provide that product or service;
- We will retain your contact details for marketing purposes for as long as we have your permission to send you marketing information or for as long as we are permitted to do so, subject to your right to object at any stage;
- We will retain any financial transaction information for seven years after the date of those transactions; and
- We will retain other personal data necessary for us to do so to comply with our regulatory and legal requirements.

6. Your rights

The General Data Protection Regulation provides you with a number of rights under the legislation as a data subject. We will respond to your requests within one month of the receipt of your request or inform you in circumstances where an extension may be required.

6.1 Right of access. You have the right to be provided with details of the processing of your personal data and to obtain a copy of the personal data we hold about you, subject to applicable exemptions under data protection legislation. In order to make an access request please write to the Data Protection Officer at Dataprotection@energia.ie or by writing to the:

Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H.

- 6.2** Right to rectification. If the personal data we hold on you is inaccurate or incomplete you have the right to rectify such personal data and we would encourage you to ensure the personal data we hold on you is kept as up to date and accurate as possible.
- 6.3** Right to erasure. In certain circumstances you have the right to request the deletion of your personal data where there is no compelling reason for us to continue processing it.
- 6.4** Right to restrict processing. In certain circumstances you can request the restriction of the processing of your personal data where you contest the accuracy of the information; where you object to processing which is based on legitimate interests; where the processing is unlawful and you wish to restrict the processing rather than seek erasure; or where we no longer require to retain your personal data but you wish the personal data to be held while you establish, exercise or defend a legal claim.
- 6.5** Right to data portability. In circumstances where the personal data you have provided to us in a structured, commonly used and machine-readable format is based on your consent or for the performance of the contract and where the processing is carried out by automated means you have the right to request that such personal data be provided to you or transmitted directly to another organisation.
- 6.6** Right to withdraw consent. If we are processing your personal data on the legal basis of consent you have the right to withdraw your consent at any time. If you withdraw your consent we will no longer be able to carry out processing based on your consent. However by withdrawing your consent it does not invalidate any processing which was undertaken prior to the withdrawal of your consent.
- 6.7** Right to object to processing. You have the right to object to processing based on legitimate interests and to direct marketing (including profiling for the purpose of direct marketing).

Where we have indicated that we are processing your personal data based on legitimate interest you are entitled to object to such processing on grounds relating to your particular situation. We will stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing which overrides your interests, rights and freedoms or where the processing is necessary for the establishment, exercise or defence of legal claims. If you wish to object to receiving direct marketing please use the provided opt-outs or contact us to do so.

- 6.8** Automated decision-making including profiling. You have the right not to be subject to automated individual decision making, including profiling, which produce legal effects concerning you or similarly significantly affects you unless it is necessary for the entry into or performance of a contract, authorised by EU or member state law; or based on your explicit consent.
- 6.9** Right to lodge a complaint.

You have the right to lodge a complaint with the:

Data Protection Commission by writing to the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland or contacting them via their website at: <https://www.dataprotection.ie/>.