

Terms of Use

for the Gridio Platform

Version	2026-09-11
Updated	11 September 2026
Provider	Gridio 2.0 OÜ, registry code 14494626, Peetri 11, 10414 Tallinn, Estonia
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Language	English (original)

This document is the complete and unchanged text of the Gridio Terms of Use as published at www.gridio.io/gridio-terms-of-use in the version shown above. It is provided as a durable copy for you to save and refer back to. Superseded versions remain available on request.

We are **Gridio 2.0 OÜ**, a private limited company registered in Estonia (registry code 14494626, registered address Peetri 11, 10414 Tallinn, email support@gridio.io) ("**Gridio**", "**we**", "**us**" or "**our**"). We operate the Gridio platform, which is offered under the names Gridio and SmartCharge+ and, where an energy provider or other partner ("**Partner**") distributes it, as a partner-branded version of SmartCharge+. The Platform may be made available to you either directly (through our website or applications) or through a Partner.

The Gridio platform includes our web-based and application-based solutions ("**Platform**"). We also operate the website <https://www.gridio.io/> through which information about the Services may be made available. These Terms govern your access to and use of the Platform and Services and, where applicable, your use of the Website.

Through the Platform, Gridio provides services for optimising the electricity consumption of home energy devices and electric vehicles (the "**Devices**") based on electricity market dynamics (the "**Services**").

By accessing or using the Platform, whether directly or through a Partner, you confirm that you have carefully read and understood these Terms of Use (the "**Terms**") and agree that these Terms apply to your use of the Platform. You remain free to decide whether to use the Services and may discontinue use at any time in accordance with these Terms.

These Terms (available on the Website) form a legally binding agreement between Gridio and you (the "**Agreement**") which governs your use of the Website and your access to any Services. Our Privacy Policy explains how we process personal data.

1. Definitions

In these Terms the following terms have the following meanings:

"Agreement"	has the meaning given in the preamble.
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“Device”	means any electric vehicle, solar inverter, home battery or other home energy device that is connected to the Platform for the purpose of using the Services.
“Platform”	has the meaning given in the introduction and includes Gridio's web-based and application-based solutions, interfaces, integrations and all associated components, updates and documentation.
“Services”	has the meaning given in the introduction and includes the optimisation of electricity consumption of Devices and any related functionalities made available through the Platform.
“User” or “you”	means any natural person who accesses or uses the Platform.
“Partner”	means any energy supplier, charge point operator or other business through whose application or services the User may access the Platform.
“OEM”	means the manufacturer of a Device or any provider of vehicle connectivity services, whose systems are integrated with the Platform to enable the Services.
“Intellectual Property Rights”	means all intellectual or industrial property rights existing anywhere in the world, including without limitation patents, trademarks, copyrights, database rights, trade secrets, know-how and any related rights.
“Third-Party Services”	means any services, systems or platforms provided by third parties that are integrated with or accessible through the Platform or in connection with the Services, including services provided by Partners and device manufacturers (such as vehicle OEMs).
“Website”	means Gridio's website accessible at https://www.gridio.io/ .

Any terms not defined above have the meaning given elsewhere in these Terms.

2. Scope of Terms

- 2.1 These Terms regulate access to and use of the Platform and Services by the User.
- 2.2 If you access or use the Platform through a Partner or any third-party platform, the smart charging or energy optimisation service provided to you through that Partner is governed by the Partner's own terms. These Terms govern your use of the Platform and the connection of your Devices, and any matter not covered by the Partner's terms.
- 2.3 **Embedded connection flows.** Where you connect a Device through a Gridio connection flow inside a Partner's product, your service agreement is with that Partner. Between you and Gridio, these Terms apply with the exception of Section 8 (Fees and Payment); the Privacy Policy explains how Gridio processes your personal data. No fees are payable to Gridio.
- 2.4 By accessing or using the Website or the Services, you confirm that:
 - 2.4.1 you have full legal capacity to enter into the Agreement; and
 - 2.4.2 you are acting on your own behalf or are otherwise duly authorised to use the relevant Device and Services.

3. Accessing the Platform and Services

- 3.1 To access the Platform and Services, the User is required to create an account through the Website, application, Partner interface or other sign-up interface provided by Gridio and accept these Terms.
- 3.2 User accounts may be created either directly through the Platform or through supported identity providers and third-party integrations (including Partners through whose applications the Services are made available). Where the Services are accessed through a Partner's application, the account creation and authentication process may be facilitated through such third party.
- 3.3 Access to some features of the Services may depend on:
 - 3.3.1 connecting one or more Devices to the Platform;
 - 3.3.2 the availability of integrations with relevant Third-Party Services (including OEMs); and
 - 3.3.3 the User having an eligible electricity contract, where required for the functionality of the Services.

4. Use of Platform and Services

- 4.1 Subject to your full and continuous compliance with the Agreement, Gridio grants the User a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform and Services for personal use in accordance with these Terms.
- 4.2 The User shall keep their login credentials secure and confidential and is responsible for all activities carried out through their account. The User shall notify Gridio without undue delay upon becoming aware of any unauthorised access or security incident.
- 4.3 When using the Services, the User may:
 - 4.3.1 connect and manage Devices through the Platform in accordance with the provided functionalities;
 - 4.3.2 configure charging or energy consumption preferences (including target battery levels, timing and other parameters);
 - 4.3.3 benefit from automated optimisation of energy consumption based on electricity price signals and other relevant factors; and
 - 4.3.4 view information related to Device usage, energy consumption and potential savings or earnings.
- 4.4 The User must not:
 - 4.4.1 use the Website, Platform or Services in any way that is unlawful, fraudulent, abusive or inconsistent with the Agreement;
 - 4.4.2 interfere with or disrupt the integrity or performance of the Platform or any Third-Party Services;
 - 4.4.3 circumvent or attempt to circumvent any technical limitations or access controls implemented by or on behalf of Gridio;

4.4.4 use automated means (such as bots, scrapers or crawlers) to access the Platform except where explicitly permitted;

4.4.5 reverse engineer, decompile or otherwise attempt to derive the source code or underlying structure of the Platform, except to the extent permitted by applicable law.

4.5 The User is fully responsible for:

4.5.1 ensuring that their use of the Services and any connected Devices comply with applicable laws and contractual obligations (including those related to electricity supply and Device usage); and

4.5.2 any decisions made or actions taken based on the information or functionalities provided through the Services, including charging configurations and energy consumption choices.

5. Device Connection and Third-Party Requirements

5.1 **All Devices.** To connect a Device, you may need to interact with Third-Party Services, including the systems of the Device's manufacturer (OEM).

5.2 The User acknowledges and agrees that:

5.2.1 the User is the owner or holder of the Device or is otherwise duly authorised to connect and control it;

5.2.2 where applicable, the User must hold an active account or contract with the relevant OEM or connectivity provider, and the Device must be eligible for connection and meet the OEM's technical requirements;

5.2.3 the User may be required to complete the authentication and permission flows of the OEM or Third-Party Service provider, including granting permissions for the access, use and sharing of Device data;

5.2.4 the User may withdraw their consent to the sharing of data from the relevant OEM or third-party service at any time (in accordance with the terms of such third party), in which case some or all of the Services may no longer be available.

5.3 **Electric vehicles.** In addition, for an electric vehicle the User acknowledges and agrees that:

5.3.1 the User confirms that they are the primary user of the vehicle or are authorised by the primary user to connect it;

5.3.2 certain vehicle makers require a valid connected-vehicle licence or subscription and registration as the vehicle's main user; without these the Services are not available for that vehicle;

5.3.3 the vehicle maker and its brands process vehicle data under their own privacy policies;

5.3.4 vehicle makers require that the primary user informs other people who drive or ride in the vehicle that vehicle data is collected while the primary user is logged in; some vehicles offer a privacy mode for other drivers;

5.3.5 further conditions required by a particular vehicle maker are shown in the Platform when the vehicle is connected and form part of these Terms.

6. Intellectual Property

- 6.1 Gridio and/or its licensors own all Intellectual Property Rights in and to:
 - 6.1.1 the Website, Platform and Services;
 - 6.1.2 all software, algorithms, models, interfaces, documentation, designs, graphics and other materials made available by Gridio;
 - 6.1.3 any improvements, updates or modifications to the Platform and Services.
- 6.2 Except as expressly set out in these Terms, no rights or licences in any Intellectual Property Rights of Gridio are granted to the User.
- 6.3 If the User provides feedback (including ideas, suggestions, improvements or other input), the User agrees that Gridio may freely use such feedback for any purpose without restriction or obligation, and all Intellectual Property Rights in such feedback shall automatically vest in Gridio.

7. Data Protection and Privacy

- 7.1 Gridio processes personal data in connection with the provision of the Services in accordance with applicable data protection laws. Further details on such processing are set out in the Privacy Policy.
- 7.2 Depending on the context in which the Services are provided and accessed, Gridio may process personal data:
 - 7.2.1 as an independent controller; or
 - 7.2.2 on behalf of a third party, acting as a processor in accordance with such party's instructions.
- 7.3 Where the Services are accessed through a Partner, the Partner is the controller of the personal data the User provides to use the Partner's smart charging service, and Gridio processes that data on the Partner's behalf. The User acknowledges that such processing is subject to the Partner's own privacy notice.

8. Fees and Payment

- 8.1 Access to the Platform is provided free of charge. Certain features of the Services may be provided free of charge, including on a trial basis for a limited period ("**Free Trial**"). Other features may require payment of fees or a subscription. If fees apply, the applicable pricing (including taxes), billing cycles, renewal and cancellation terms are presented to the User through a third-party platform (such as the Apple App Store or Google Play Store) before the User subscribes.
- 8.2 Where the Services are offered directly to Users, subscriptions are provided via third-party platforms (such as the Apple App Store or Google Play Store). All pricing, including applicable taxes, billing cycles, renewal and cancellation terms, are displayed to the User within the relevant platform before confirming the purchase. If the exact price cannot be determined in advance, the User will be informed of the applicable pricing model. Paid features may be offered as recurring subscriptions or as one-off purchases (for example a lifetime licence). Where applicable, a subscription will automatically renew unless cancelled in accordance with the applicable terms of the relevant platform.

- 8.3 Where the Services are purchased via a Partner or any other third-party platform, payments may be processed by such third party and may be subject to their respective terms and conditions.
- 8.4 Where the Services are provided through a Partner, any applicable fees and payment terms are stipulated by that Partner.

9. Service Availability and Limitation of Liability

- 9.1 The Platform and Services (including any Free Trial) are provided on an “as is” and “as available” basis. Gridio aims to make the Platform available but does not guarantee uninterrupted or error-free operation, availability or accessibility of the Platform or Services.
- 9.2 The Services depend on the connectivity and interfaces of OEMs and other Third-Party Services outside Gridio's control. Where Gridio cannot communicate with a Device, the Device operates according to its own settings, and Gridio does not guarantee that a Device reaches a particular state of charge or energy level by a particular time.
- 9.3 To the maximum extent permitted by applicable law, Gridio does not warrant that the Platform or Services will be uninterrupted, secure, free from errors or vulnerabilities or that any defects will be corrected. Gridio does not provide any representations or warranties, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, non-infringement or compatibility.
- 9.4 Gridio shall not be liable for any interruptions, delays, unavailability or faults in the Platform or Services, nor for any failure or delay caused by third-party services or external factors.
- 9.5 To the maximum extent permitted by applicable law, Gridio shall not be liable for any indirect, incidental, special or consequential damages, including loss of profit, revenue, business, goodwill or data.
- 9.6 Gridio shall be liable only where damage is caused by a breach of its obligations under these Terms or applicable law and only to the extent of direct damages, unless otherwise required by mandatory applicable law.
- 9.7 Nothing in these Terms excludes or limits liability to the extent that such liability cannot be excluded or limited under applicable law, including in cases of intent or gross negligence.

10. Termination

- 10.1 Gridio may suspend or restrict access to the Platform or Services, without liability, if required by law, for security reasons, in case of suspected misuse or breach of the Agreement, or for maintenance and updates.
- 10.2 The User may stop using the Services at any time and may delete their account in the settings of the application, through the Partner where the User accesses the Platform through one, or, where the User uses the Platform directly, by emailing support@gridio.io. Where the User accesses the Platform through a Partner, requests to delete the account are handled by the Partner, and the end of the User's service with the Partner may also end the User's access to the Platform.
- 10.3 Upon termination or cessation of use, the User's right to access and use the Platform and Services shall cease, Gridio disconnects connected Devices and deletes or anonymises data associated with the User in accordance with the Privacy Policy.

11. Notices

- 11.1 Unless otherwise specified in the Agreement, any notices or communications under the Agreement must be in a form reproducible in writing.
- 11.2 Notices to Gridio shall be sent by e-mail to support@gridio.io.

12. Final Provisions

- 12.1 Gridio may change the Terms for valid reasons, such as changes in law, changes to the Services or security requirements. Gridio notifies Users of changes by email or in the application in good time before they take effect. A User who does not accept a change may terminate the Agreement free of charge before it takes effect.
- 12.2 Gridio may develop, change or discontinue features of the Platform. Where a change materially reduces the Services, Gridio notifies Users in advance and the User may terminate the Agreement free of charge.
- 12.3 Gridio shall use its best endeavours but shall not guarantee the uninterrupted availability and functioning of the Platform (including during scheduled and unscheduled maintenance work).
- 12.4 Gridio may assign or transfer the Agreement (in whole or in part) to a third party in connection with a merger, acquisition, restructuring or sale of assets.
- 12.5 The User represents that they will not use the Services in violation of applicable laws, including export control or sanctions laws.
- 12.6 The Agreement and any rights or claims arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by the substantive law of the Republic of Estonia, without giving effect to any conflict of law rules. A consumer User can also exercise the imperative rights arising from the applicable law.
- 12.7 If a dispute resulting from the Terms cannot be settled by negotiations, the dispute shall be solved ultimately in Harju County Court. In case of a consumer, the jurisdiction shall be determined in accordance with the provisions that apply imperatively to the consumer. A consumer may also turn to the Estonian Consumer Disputes Committee (Endla 10A, 10122 Tallinn, avaldu@komisjon.ee, www.komisjon.ee).
- 12.8 If any provision of the Agreement is held to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force.
- 12.9 Any failure or delay by Gridio in exercising any right or remedy shall not constitute a waiver of that right or remedy.
- 12.10 Where versions of these Terms exist in other languages, the English language version shall prevail.

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