

## PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CHECKING THE CHECKBOX AND CONTINUING YOU AGREE TO THESE TERMS, WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PROCEED.

### Who we are and what these terms do

We, Thermly Limited (company number 14706968) of 40 King Street, Manchester, England, M2 6BA ("**we**", "**us**" or "**our**") allow you to use:

- the services provided by us to you under these terms via [www.thermly.co.uk](http://www.thermly.co.uk) (as updated by us from time to time) ("**Services**") and all content, software, data supplied with the software and any updates or supplements to it (the "**Thermly Platform**"); and
- the related online documentation that is available on the Thermly Platform ("**Documentation**").

as permitted in these terms.

To contact us in relation to these terms, please email [enquiries@thermly.co.uk](mailto:enquiries@thermly.co.uk)

### 1. Our service

- a) These terms set out the terms and conditions you need to agree to before using the Thermly Platform and Services. The Thermly Platform will facilitate your access to suppliers and installers of heat pumps, other microgeneration technologies and energy efficiency solutions ("**Installers**"). The Thermly Platform will provide you with information to enable you to compare products or services provided by third parties, including quotations from Installers.
- b) You will be able to choose a certified Installer via the Thermly Platform, all the Installers are accredited through the Microgeneration Certificate Scheme, which is a quality assurance scheme supported by the UK Government.
- c) If you purchase any goods or services via the Thermly Platform, additional terms and conditions may apply including any terms and conditions of the Installers.
- d) We receive a fee and/or commission from Installers when you use our Services to purchase an Installer's products and/or services.
- e) We may update and make changes to the Thermly Platform to reflect users' needs and our business priorities without further reference to you.

## 2. Some important terms which are contained in these terms

- a) We wish to draw your attention to the provisions listed below, which are contained in these terms and are particularly important. The provisions set out below are not exhaustive and it is therefore important that you read and understand these terms in full before using the Thermly Platform.
- Clause 3 (*Our role and the Installer's role*) provides you with information about the services we provide and the services an Installer may provide. We are not responsible for the design or delivery of the goods or services provided by an Installer and will not supervise, undertake or guarantee the goods and services provided by an Installer in any way. We act only as an introduction and sales agent on behalf of the Installers.
  - Clause 17 (*Our responsibility for loss or damage suffered by you*) sets out our responsibility to you if we fail to do what we are agreeing to do in these terms. We do not limit our liability to you where it would be unlawful to do so. We may suspend or withdraw the Thermly Platform at any time without notice to you.
- b) The Thermly Platform is available free of charge. We do not guarantee that the Thermly Platform, or any content on it, will always be accurate, available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of the Thermly Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## 3. Our role and the Installer's role

- a) It is important that you know what we and the Installer are responsible for and we hope the below information is helpful to you. Please contact us if anything is unclear.
- b) Once you have decided on your Installer, the Installer will be responsible for providing the goods and services you have ordered.
- c) The Installer may need to carry out an initial assessment of your property to ensure the goods and services you have requested will meet your needs and requirements (the **"Initial Assessment"**).
- d) Following the Initial Assessment, you will be issued with a formal quotation from the Installer and will be presented with the Installer's terms and conditions on the Thermly Platform. Any goods and services that are provided by the Installers are referred to as the **"Installer Works"** throughout these terms.
- e) Once you have been issued with the formal quotation and have read and accepted the Installer's terms and conditions, you will be able to make payment in accordance with clause 4 (Payment and Security).
- f) Our role is to facilitate your access to Installers via the Thermly Platform and we act as an introduction and sales agent of the Installers only and have no authority or ability to

negotiate or vary the terms of service or enter into any contract on behalf of the Installers. You agree and acknowledge that we are not involved in the design or delivery of the Installer Works and will not supervise, undertake or guarantee the Installer Works in any way and we are not responsible to you for any loss arising from or in connection with the Installer Works. If you have any issues at all with the Installer Works, you should discuss this with your Installer.

- g) We may carry out an inspection of the Installer Works at your property to confirm completion but we will not quality check any of the Installer Works and we are not responsible for the design or delivery of the goods or services provided by an Installer and do not supervise, undertake or guarantee the goods and services provided by an Installer in any way. We will let you know by either telephone or writing prior to such visit.

#### **4. Payment, security and changing your mind**

- a) Once you have been issued with a formal quotation and have read and accepted the Installer's terms and conditions, you will be asked to make payment on the Thermly Platform.
- b) You will be required up to pay 50% of the total amount due in order to secure your order (the "**Initial Payment**").
- c) Unless you have asked us or the Installer to begin the Installer Works immediately, you will have fourteen (14) days after you have paid the Initial Payment to change your mind about a purchase, but you lose the right to cancel any goods and services that have been completed and you must pay for any goods and services provided up to the time you cancel. If you have asked us or the Installer to begin the Installer Works during the fourteen (14) day cooling off period, you may not be entitled to a full refund in the event you change your mind, as we may deduct money for goods used or services delivered up until the point of cancellation.
- d) If you change your mind during the fourteen (14) day cooling off period, please contact our customer service team at [enquiries@thermly.co.uk](mailto:enquiries@thermly.co.uk). We will refund you as soon as possible and within fourteen (14) days from you telling us you've changed your mind. We refund you by the method you used for payment and we don't charge you a fee for a refund.
- e) Once the Installer Works have been completed, you will be required to pay the remaining balance of the total amount due (the "**Final Payment**"). The Final Payment will also be made on the Thermly Platform.
- f) You agree to pay any fees and/or other charges incurred by you on the Thermly Platform. Payment for products and services provided by Installers will be made on the Thermly Platform.
- g) Payment methods, other than those set out on the Thermly Platform, will not be accepted.

## 5. Your privacy

- a) The Thermly Platform allows you to search for and compare various types of products and Installers. For this reason, you will be required to answer a number of questions on the Thermly Platform. These questions are designed to ensure that we and the Installers have all the information necessary to provide you with appropriate and timely information.
- b) If you are in doubt about whether the information that you have provided to us on the Thermly Platform is correct, you should contact the us as soon as possible.
- c) As part of the Services that we provide, we may collect the following personal data from you and share this with the Installer:
  - name;
  - postal address;
  - mobile number;
  - email address;
  - details about your property;
  - images of your property;
  - energy usage data; and
  - property ownership status.
- d) We will also process your card information and / or bank details in accordance with clause 5 (Payment and Security).
- e) We will process and store your data in line with the UK General Data Protection Regulation ("**UK GDPR**") under the lawful basis of 'legitimate interests' for your personal data. The information will be held by us for as long as is necessary and in accordance with UK GDPR.
- f) You agree that you understand that your data will be shared with us for the purposes of providing the Services and we may share this information with third parties, including Installers for the purposes of providing the Services.
- g) We may use data and information derived from your use of the Thermly Platform (but not your personal data) to:
  - improve the Thermly Platform including improving product features, functionality, workflows and user interfaces as well as development of new products and services;
  - train and develop machine learning algorithms;
  - verify security and data integrity; and
  - identify trends and developments.
- h) For more information on how we process your personal data, including the rights you have in relation to these, you can review our privacy policy on request via [enquiries@thermly.co.uk](mailto:enquiries@thermly.co.uk)

**6. The Thermly Platform is only for users in the UK**

The Thermly Platform is available to people residing in the United Kingdom. We do not represent that content available on or through the Thermly Platform is appropriate for use or available in other locations.

**7. Keeping your account details safe**

- a) We may provide you with a user identification code, password or other piece of information as part of our security procedures and you must treat such information as confidential. You must not disclose it to any third party.
- b) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.
- c) If you know or suspect that anyone other than you knows your user identification code, or password, you must promptly notify us at [enquiries@thermly.co.uk](mailto:enquiries@thermly.co.uk)

**8. Do not rely on information on the Thermly Platform**

- a) The content on the Thermly Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- b) Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

**9. We are not responsible for websites we link to**

- a) Where the Thermly Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- b) We have no control over the contents of those sites or resources. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

**10. Support for the Thermly Platform and how to tell us about problems**

**Support.** If you want to learn more about the Thermly Platform or Services or have any problems using them, please take a look at our resources and frequently asked questions on [www.thermly.co.uk](http://www.thermly.co.uk).

**Contacting us (including with complaints).** If you think the Thermly Platform is faulty or misdescribed or wish to contact us for any other reason please email our customer service team at [enquiries@thermly.co.uk](mailto:enquiries@thermly.co.uk)

**How we will communicate with you.** If we have to contact you we will do so by the Thermly Platform, email, by SMS or by pre-paid post, using the contact details you have provided to us.

## **11. How you may use the Thermly Platform**

In return for you agreeing to comply with these terms, you may:

- use any Documentation to support your permitted use of the Thermly Platform and the Services.
- provided you comply with the Licence Restrictions set out in clause 14 below, make up to one (1) copy of the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the Thermly Platform incorporating "patches" and corrections of errors as we may provide to you.

## **12. You may not transfer the Thermly Platform to someone else**

We are giving you personally the right to use the Thermly Platform and the Services as set out above. You may not otherwise transfer the Thermly Platform or the Services to someone else, whether for money, for anything else or for free.

## **13. Updates to the Thermly Platform and changes to the Services**

From time to time we may automatically update the Thermly Platform and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

## **14. Licence restrictions**

You agree that you will:

- a) not rent, lease, sub-license, loan, provide, or otherwise make available, the Thermly Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
- b) not copy the Thermly Platform, Documentation or Services, except as part of the normal use of the Thermly Platform or where it is necessary for the purpose of back-up or operational security;
- c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the Thermly Platform, Documentation or Services nor permit the Thermly Platform 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 Thermly Platform and the Services on devices as permitted in these terms;

- d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Thermly Platform 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 Thermly Platform to obtain the information necessary to create an independent program that can be operated with the Thermly Platform or with another program (the "**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 Thermly Platform;
  - is kept secure; and
  - is used only for the Permitted Objective;
- e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Thermly Platform and/or Services.

## **15. Acceptable use restrictions**

- a) The Thermly Platform is for your personal, non-commercial use only. Access to and use of the Thermly Platform other than for your personal, non-commercial use is strictly prohibited.
- b) You must:
- not use the Thermly Platform or the Services 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 Thermly Platform, Services or any operating system;
  - not infringe our intellectual property rights or those of any third party in relation to your use of the Thermly Platform or the Services, 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 Thermly Platform or the Services;

- not use the Thermly Platform or the Services 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 the Thermly Platform or any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.

## 16. Intellectual property rights

All intellectual property rights in the Thermly Platform, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the Thermly Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Thermly Platform, the Documentation or the Services other than the right to use them in accordance with these terms.

## 17. Our responsibility for loss or damage suffered by you

- We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- 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.
- 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 are not liable for business losses.** The Thermly Platform is for domestic and private use. If you use the Thermly Platform for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- Limitations to the Thermly Platform and the Services.** The Thermly Platform and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Thermly Platform or the Services. Although we make reasonable efforts to update the information provided by the Thermly Platform and the Services, we make no representations, warranties or



guarantees, whether express or implied, that such information is accurate, complete or up to date.

- f) **Please back-up content and data used with the Thermly Platform.** We recommend that you back up any content and data used in connection with the Thermly Platform, to protect yourself in case of problems with the Thermly Platform or the Services.
- g) **Check that the Thermly Platform and the Services are suitable for you.** The Thermly Platform and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Thermly Platform and the Services (as may be described in the Documentation) meet your requirements.
- h) **We are not responsible for events outside our control.** If our provision of the Services or support for the Thermly Platform 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.

**18. We may end your rights to use the Thermly Platform and the Services if you break these terms**

- a) We may end your rights to use the Thermly Platform 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.
- b) If we end your rights to use the Thermly Platform and Services:
  - You must stop all activities authorised by these terms, including your use of the Thermly Platform and any Services.
  - You must delete or remove the Documentation from all devices in your possession and immediately destroy all copies of the Documentation, which you have and confirm to us that you have done this.

**19. We may transfer these terms 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.

**20. 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.

**21. No rights for third parties**

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.

**22. If a court finds part of this contract illegal, the rest will continue in force**

Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

**23. 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.

**24. 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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.