

## **Definitions**

- **'Account'** means any UK or European bank account nominated by the Client to receive funds from Topupmeters
- **'Activation'** Activation refers to the preparation and setup of a smart meter for installation. It marks the commencement of the subscription period and the associated billing.
- **'Administration Fee'** means the fee charged for the provision of services such as paying out funds the the Clients bank account.
- **"Agreement"** means this agreement for the provision of the Services and includes any annexures, appendices or schedules to this agreement;
- **"Billing Cycle"** is the period of time between subscription renewals, which is monthly or yearly
- **"Client"** is the owner of premises where Topupmeters are being installed, or the person responsible for paying the primary bill for the premises for utilities with whom this agreement is with
- **"Client proceeds"** means the monies received from payments for topups by the accepted methods less all applicable fees and charges where stated, payable by the service provider to the Client.
- **'Competent Person'** means an NICEIC certified electrical contractor.
- **"Gateway"** means the website where Clients can manage their smart meters to set tariffs, issue topups, and access various features to aid with the operation and management of smart meters.
- **"Maximum retention period"** refers to the total duration during which Topupmeters is authorized to hold unclaimed funds before they are considered forfeited by the Client, as stipulated in Section 7 of this contract. This period is defined as eighteen (18) months.
- **"Meter equipment"** means the meter and vending equipment for measuring and billing energy usage by the consumer.
- **"Minimum Term"** is the duration of 12 months starting from the first Subscription billing date, during which the client is obligated to fulfil all contractual and payment obligations outlined in this agreement

- **“Tariff”** means the price of electricity, gas, water or heat being charged by the meter for the supply of energy.
- **“Topup code”** means the unique 20 digit code generated by the supplier for any issued topups.
- **“Transaction fees”** means the fee charged for processing debit and credit card payments levied on the Client.
- **“Registered supplier”** means the supplier registered with the local metering point administration
- **“Service provider”** is Topupmeters Ltd who are providing online service for prepay smart meters.
- **“Standing charge”** is part of the energy tariff and is a fixed daily cost charged irrespective of energy consumed. The standing charge recovers operational costs and a share of the supplier’s standing charge divided by number of purchasers downstream of the main billing meter.
- **“Subscription”** means the contract between the Client and service provider for the supply of services and digital content for a period of time.

## 1. Introduction

1.1. Welcome to Topupmeters Ltd ("Service Provider", "we", "our", or "us"). These Terms and Conditions of Service ("Terms") govern the provision and use of our online services specifically designed for landlords ("Client" or "you") to facilitate the recharging of electricity to their tenants ("Consumers"). Our service is delivered through an advanced prepayment smart meter, which seamlessly connects over the cellular network to enable swift and secure transactions in conjunction with Stripe. By utilizing our services, you, the Client, confirm your understanding and acceptance of these Terms, thereby establishing a binding agreement between you and Topupmeters Ltd. We urge you to read these Terms carefully and reach out to us for any clarifications before proceeding further.

## 1.2. Acceptance of Terms

1.3. By accessing, registering for, or using the services offered by Topupmeters Ltd ("Services"), you, the Client, acknowledge and agree to be bound by these Terms and Conditions of Service ("Terms"). Your use of our Services signifies your unequivocal acceptance of these Terms and represents a legally binding agreement between you and Topupmeters Ltd.

1.4. If you do not agree with, or cannot comply with, any part of these Terms, you must not access or use our Services. It is crucial to read and understand these Terms thoroughly before using our Services. If you are accessing and using the Services on behalf of a

company or other legal entity, you represent and warrant that you have the authority to bind that company or entity to these Terms. In such circumstances, "you" will refer to both the individual accessing the Services and the entity they represent.

- 1.5. Furthermore, specific services or features may be subject to additional guidelines, terms, or agreements. If there is a conflict between these Terms and terms applicable to a specific part of the Services, the latter terms will prevail concerning that part.
- 1.6. We reserve the right to amend, modify, or update these Terms at any time. It is your responsibility to periodically review these Terms for updates. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes.
- 1.7. By using our Services, you also confirm that you are of legal age to form a binding contract or have obtained parental or guardian consent to do so, and that you have not been previously suspended or removed from our Services.

## **2. Installation and Commencement of Services**

- 2.1. The Client is solely responsible for facilitating and ensuring the complete payment for the energy supplied to premises where Topupmeters are being fitted. This obligation extends to the entire premises, inclusive of all individual units and common areas therein.
- 2.2. In cases where a party, other than the Client, is identified as the bill payer for the premises, the Client must undertake diligent efforts to correctly set and maintain the recipient bank account details, facilitating the accurate and timely transfer of top-up proceeds as outlined in Paragraph 7. The Client bears responsibility for ensuring that the designated bank account is correctly linked to receive the top-up proceeds, thereby guaranteeing that the funds reach the intended bill payer without undue delay.
- 2.3. The Client is responsible for ensuring that the connection of the premises to the distribution network is adequate. This may involve an upgrade to the metering fuse where a property is being converted into sub-premises.
- 2.4. You are responsible for ensuring that the meters are fitted or inspected by a Competent Person where required by any legislation, and the safety of the installation. Also, that the wiring is arranged such that no energy is supplied to a different sub-premises or communal areas through the corresponding meter.
- 2.5. The meter should be installed in an area easily accessible to the consumer. This accessibility is necessary in cases where emergency credit must be activated or manual entry of a top-up code is required.
- 2.6. If the Client chooses to locate the meter in an area that is not easily accessible to the consumer, they must configure the meter to automatically restore the supply once positive credit is restored. This auto-reset can be enabled via the Gateway.

- 2.7. The Client acknowledges the potential risk when meters are situated in hard-to-access areas or in neighbouring properties. In such cases, the consumer may risk an interruption in supply due to failed top-up delivery or inability to use emergency credit, and may be unable to check balance information on the meter's display. We strongly discourage placing the meter in inaccessible areas such as behind electronic shutters or within sealed units. Consumer access to manually apply top-up codes is critical should over-the-air delivery fail.
- 2.8. In the case of meters located in commercial premises for business consumers, it's recommended that the Client enables the automatic reset feature. The meter's default configuration requires manual button-press at the meter to restore power once the credit balance is topped up to a positive level. Any changes to the configuration can be actioned via the Gateway or by contacting Topupmeters to request a change in meter operation.
- 2.9. The Competent Person who is installing the meter must check the meter is operating normally after installation. These checks must include the following;
  - 2.9.1. Emergency credit is enabled by pressing B three times
  - 2.9.2. Power is flowing through the meter into the premises
  - 2.9.3. The display is not showing any persistent error message and showing the credit remaining on the meter
  - 2.9.4. The backlight comes on when A is pressed
  - 2.9.5. Communications are established with sufficient cellular signal quality to enable reliable communications. This is evident from scrolling the display to show signal quality and prove an IP address is present indicating successful communications.
- 2.10. **Network Dependence and Signal Quality**
- 2.11. Topupmeters function optimally when there is reliable cellular network coverage. They utilize 2G, GPRS and 4G LTE-M network infrastructure to communicate with our system and ensure smooth service operations.
- 2.12. We have no control or influence over the quality, reliability, or availability of cellular network signals in any given area. As such, we cannot be held responsible for interruptions, delays, or failures in our service due to poor or inconsistent network quality.
- 2.13. Should a Client choose to install a smart meter in an area known for weak or intermittent cellular signals, it is their responsibility to ensure adequate measures are taken to improve signal quality. Topupmeters Ltd recommends the following potential solutions:
  - 2.13.1. **External antenna booster:** This can be used to enhance the strength and clarity of the cellular signal received by the smart meter by replacing the existing communications module to one that has an external antenna connection.

- 2.13.2. **Signal booster:** This equipment can amplify the cellular signal within a particular area, ensuring more consistent communication between the smart meter and our system.
- 2.13.3. **Relocating:** If network challenges persist even after exploring the above solutions, consider relocating the smart meter to an area with stronger, more reliable cellular network coverage.
- 2.14. Clients should be aware that the efficiency of Topupmeters Ltd's service is directly linked to the quality of the cellular network in the area of installation. Taking proactive steps to address potential signal issues will contribute significantly to the consistent and satisfactory operation of our smart meters.
- 2.15. Meters are supplied with network roaming 4G/LTE/2G SIM cards that are able to roam onto Vodafone, O2 and EE networks.
- 2.16. We will cooperate with the Client's installer during the commissioning of the sub-meter.
- 2.17. The terms are effective from the date at which the subscription period begins.

### 3. **Activation and Billing**

- 3.1. Activation is the process whereby meters are readied for installation and marks the commencement of the subscription period and associated billing.
- 3.2. Clients can initiate the activation process by requesting activation through the online portal provided by Topupmeters Ltd. Once an activation request is submitted, an acknowledgment will be sent to the Client, and subsequent steps for the installation will be communicated in due course.
- 3.3. Activation may be implied if the Client communicates that meters are being installed and requires services to support the operation of those meters.
- 3.4. The subscription Billing Cycle begins from the date of activation. All charges related to the service will be billed in advance based on the subscription plan chosen by the Client. Clients will receive a monthly or annual invoice, detailing the charges and any additional fees, if applicable.
- 3.5. The subscription has a compulsory Minimum Term from the date of activation of 12 months, irrespective of the subscription Billing Cycle chosen.
- 3.6. Topupmeters Ltd offers various subscription plans with distinct pricing. Clients should review available Billing Cycles and select the one that best fits their needs. Any changes to the subscription plan mid-cycle will result in prorated charges.
- 3.7. The Service Provider will invoice the Client based on the number of meters activated and the subscription pricing within the Standard Pricing Guidelines, or another amount agreed upon with the Client in writing.
- 3.8. When activating meters from the Gateway, the Client can select the Billing Cycle and type of subscription based on the utilities provided (electric or dual-fuel).

- 3.9. The Client must allow at least 24 hours for meter activation before installation and should complete the activation process during normal working hours.
- 3.10. Topupmeters Ltd retains the right to modify its pricing or introduce new charges for its services. Clients will be notified of any changes with reasonable notice, and such changes will only be applicable from the next billing cycle post-notification.

#### 4. **Provision of services**

- 4.1. We will collect payments from people wishing to credit the meter through the accepted payment methods. These currently include credit and debit card payments through our secure payment page. And include recurring payments and over the phone payments. We reserve the right to add additional channels, such as but not limited to, cash payments through the Post Office or other over the counter options that may become available.
- 4.2. All topup payments are facilitated through Stripe, a globally recognized payment processing platform. Stripe ensures that all transactions adhere to the Payment Card Industry Data Security Standard (PCI DSS) compliance requirements, offering robust security measures for card transactions. Please note that while we trust Stripe to handle your payments securely, we do not directly process or store any card details, nor do we directly facilitate the payment transaction.
- 4.3. For every online payment transaction facilitated through Stripe, a Transaction Fee will be levied by Stripe. This fee is in accordance with Stripe's prevailing rate structure. The Client, acknowledges and agrees that they shall bear the responsibility for this transaction fee. Such fees are not included in any service charges or tariffs set by Topupmeters, and will be an additional charge borne solely by the Vendor. It is the Vendor's responsibility to account for these transaction fees when considering the total cost of using the online payment system.
- 4.4. The Client has the right to apply credit without a payment having been made, or where a payment has been received to the Client outside of accepted method of payments. This facility is provided withing the management portal, Topup Gateway by utilizing the "Send Credit" features. This facility is designed to permit the Client to allocate and apportion credit onto the meters, irrespective of the method or manner of original payment acquisition. This same feature can be used to withdraw credit from the meter.
- 4.5. **Disputed card payments**
- 4.6. In the event that a payment for a topup is disputed by a cardholder, Stripe will impose a dispute fee as stipulated in their prevailing fee structure. The Client acknowledges and agrees that they will be liable for this dispute fee. Topupmeters will seek to recover the said fee from the Client.
- 4.7. It remains entirely at the discretion of Topupmeters whether or not to submit evidence to Stripe in an effort to counteract or resolve the dispute. While Topupmeters endeavors to act in the best interest of both parties, the decision to engage with Stripe in the dispute

resolution process, including the submission of supporting evidence, is at the sole discretion of Topupmeters.

## 5. **Setting Tariffs**

- 5.1. The Client acknowledges and agrees that they bear the sole responsibility for ensuring that the energy pricing, also known as Tariffs, set on meters is both accurate and compliant with Ofgem (Office of Gas and Electricity Markets) rules and regulations concerning the recharging of energy. Any deviation from said rules may result in penalties or legal actions against the Client.
- 5.2. Tariffs can be updated by the Client through the dedicated tools available on the landlord Gateway.
- 5.3. Any modifications to the Tariffs will come into effect once the task has been duly processed by the meter. While this process is typically immediate, the time taken can vary based on factors such as network signal quality and the current operational status of the meter.
- 5.4. Should any tariff change requests not be processed by the meter within a 4-day period, such requests will automatically expire. It will then be incumbent upon the Client to re-initiate any such changes if deemed necessary.
- 5.5. It remains the unambiguous responsibility of the Client to oversee and manage the process of tariff updates, ensuring timely and accurate adjustments in line with their requirements and in compliance with the aforementioned Ofgem regulations.
- 5.6. Notwithstanding the Client's responsibilities as stipulated above, we reserve the right, at our sole discretion, to make adjustments to any energy pricing or standing charges on the smart meters. Such adjustments may be enacted in instances where the set Tariffs appear to be patently incorrect, egregiously deviant from prevailing market rates, or are otherwise deemed to be in violation of established norms and standards. Prior to making such discretionary adjustments, the Service Provider will make reasonable efforts to contact the Client seeking justification for the tariffs they have elected to charge. This outreach serves to ensure transparent communication and to afford the Client an opportunity to provide rationale or rectification. Nevertheless, the ultimate authority for such modifications rests with the Service Provider.
- 5.7. **Gas Tariffs**
- 5.8. In the process of determining pricing for gas, the Client must be expressly cognizant of the fact that the smart meters record the volume of gas utilized. Contrarily, conventional billing methods often represent gas usage in units of energy. To ensure the accuracy and consistency of tariffs, a conversion from energy units to volume units is imperative prior to the application of any tariffs. The Client bears the responsibility to conduct such conversions accurately to adhere to the standards of gas billing.
- 5.9. For Clients who might require assistance in this conversion process, we can facilitate the accurate transition from energy to volume metrics. While this service is available, the Client remains ultimately responsible for the tariffs they set.

#### 5.10. **Standing charges and the recovery of operation costs**

5.11. In determining the standing charge for the provision of gas and electric, the following considerations shall be factored:

5.11.1. The standing charge shall incorporate a proportionate share of the main supplier's standing charge. This proportionate share shall be calculated based on the total number of purchasers downstream of the main billing meters.

5.11.2. In addition to the aforementioned share, the standing charge shall also include an amount to recuperate the cost of metering services. This amount shall cover all fixed and incidental running costs necessary for the provision of the metering services being administered.

5.12. By instituting these standing charges, the Client ensures a fair distribution of costs while maintaining transparency in its billing structure. The Client is obligated to familiarize themselves with this structure and consider these elements when determining tariffs.

#### 6. **Sale of a property**

6.1. The Client must promptly notify Topupmeters Ltd in writing prior to the sale of any property where Topupmeters are in operation. This ensures the continuity of service and accurate record-keeping for all parties involved.

6.2. In instances where a property with installed Topupmeters is sold, the ownership and rights associated with those meters shall automatically transfer to the new property owner. This includes any warranties or service agreements related to the meters.

6.3. It is the responsibility of the Client to liaise with the new property owner regarding any remaining credit on the Topupmeters. This credit, having been paid in advance by tenants, represents a value owed to the new owner, given that they will assume the obligations of the main electricity supply bill. It is crucial for both parties to work collaboratively to ensure a smooth transfer of funds or credit to account for this pre-existing balance. Topupmeters Ltd will provide necessary documentation and assistance in this process, but the ultimate responsibility rests with the Client and the new owner to ensure accurate reconciliation.

6.4. For a seamless transfer of the Topupmeters account following the sale of a property, Topupmeters Ltd mandates the provision of the following details:

6.4.1. Full name of the new owner and/or their representing company. This ensures that we address and interact with the rightful property owner in all subsequent communications.

6.4.2. A valid contact phone number and email address of the new owner or their authorized representative. These contact details will serve as primary channels for communication and notifications from Topupmeters Ltd.

- 6.4.3. We require a written confirmation from the new owner, clearly stating their acknowledgment and affirmation of being the new property owner where Topupmeters are installed.
- 6.5. Upon receipt and verification of the aforementioned details, Topupmeters Ltd will promptly initiate the account transfer process. The account details will be updated to reflect the information of the new owner, ensuring that they have complete access and control over the Topupmeters services linked to the property.
- 7. Payouts to bank accounts**
- 7.1. Topupmeters will conduct monthly payouts to the bank account explicitly designated by the Client. Clients can anticipate a detailed statement around the first working day of every month. This statement will itemize all topup payments received, detail any fees or deductions, and specify the net amount slated for payout.
- 7.2. To ensure prompt and correct release of Topup Proceeds, it is imperative that the Client furnishes accurate banking details. Any discrepancies or inaccuracies may cause delays or misdirection of funds.
- 7.3. For the efficient processing of funds, Topup Proceeds collected in GBP necessitate a UK bank account for the payout. Conversely, when funds are amassed in Euros, a Euro bank account is mandatory for the transfer.
- 7.4. All pertinent bank account information should be submitted by the Client through the online Gateway provided by Topupmeters. Manual or offline submissions will not be entertained.
- 7.5. As an additional measure to ensure the safety and accuracy of transactions, Topupmeters will attempt to corroborate the submitted account details with the Client via a phone conversation or in writing to the primary account holder's email address
- 7.6. If the provided account details are rejected by our banking partner or if verification proves unsuccessful for any reason, Topupmeters shall not bear any responsibility for consequent payout delays or failures. It remains the Client's duty to ensure the submission of valid, verifiable account details to prevent such setbacks.
- 7.7. In instances where the Client fails to provide appropriate bank account details, the respective funds will be retained by Topupmeters. Payouts of these withheld funds will remain pending until the necessary account details are duly submitted and verified by the Client, or until the expiration of the Maximum Retention Period, whichever occurs first.
- 7.8. If the Client fails to provide the necessary and correct bank account details within this eighteen-month period, Topupmeters reserves the right to retain any such unclaimed funds indefinitely. Before the expiration of this period, Topupmeters will make reasonable efforts to contact the Client using the last known contact information to arrange for the submission of required bank details and facilitate the payout
- 7.9. In the event that these funds are retained by Topupmeters after the expiration of the maximum retention period, such funds shall be treated as forfeited by the Client. Topupmeters may use these funds at its discretion in accordance with applicable laws and company policies. While Topupmeters prioritizes the swift and efficient release of

funds to Clients, please note that our standard operational timeline aims to process all payouts within a span of seven (7) working days. We endeavour to adhere to this timeframe; however, in circumstances beyond our control, slight delays may occasionally occur.

- 7.10. For each bank account transfer processed, Topupmeters reserves the right to levy an administrative fee. This fee serves to cover the operational costs associated with processing bank transfers. The specific amount or percentage of this fee, as well as any potential changes to it, will be communicated to Clients in advance and will be clearly itemized in the monthly statement provided to Clients.
- 7.11. Topupmeters shall not be liable to pay interest on any funds retained due to incomplete or incorrect bank account details provided by the Client, or for any other reason. This includes funds held during the Maximum Retention Period or any other period prior to the resolution of account details or the fulfillment of other conditions required for payout.
- 7.12. Topupmeters requires a minimum payout value of ten (10) Euros for clients collecting funds in Euros. Accumulated funds less than this threshold will be retained and carried over to subsequent payout periods until the minimum of ten Euros is reached, at which point the funds will be disbursed during the scheduled payout.

## 8. **Non-payment by Client**

- 8.1. If the Client fails to pay any amounts due under this contract, the Service Provider reserves the right to take any or all of the following actions:
  - 8.1.1. The Service Provider shall retain any Top-up Proceeds until the outstanding amounts are paid in full.
  - 8.1.2. If Top-up Proceeds are sufficient to cover the amounts owed, a deduction will be made for those amounts, and the remaining balance will be released to the Client. Overdue invoices will be marked as paid only if the deduction fully covers the outstanding invoice amount.
  - 8.1.3. If Top-up Proceeds are insufficient to cover the amounts owed, the Service Provider shall terminate all online services necessary for operating Topupmeters, including but not limited to:
    - 8.1.3.1. Access to the online Gateway or other online services used for managing and operating Topupmeters.
    - 8.1.3.2. Payments website utilized by consumers for purchasing top-up credit.
    - 8.1.3.3. SIM and associated networking services.
  - 8.1.4. If the Billing Cycle is annual, it will be changed to a subscription with a monthly Billing Cycle.
  - 8.1.5. Any recurring subscriptions will be cancelled to prevent further invoices from being issued to the Client after the Service Provider has exercised their rights outlined in Paragraph 2.13.3.

- 8.1.6. In cases where the client is using Stripe Connect to receive topup payments, Topupmeters shall have the right to unlink the client's Stripe account and redirect all topup payments into the Topupmeters own Stripe account. This action will be taken to facilitate the recovery of any amounts owed by the Client to Topupmeters.

## 9. **Service Availability, Uptime, and Maintenance**

- 9.1. Topupmeters Ltd commits to ensuring that its services, including the online portal and smart meter connectivity, are available with a target uptime of 99.5% on a monthly basis. This uptime percentage excludes planned maintenance, unforeseeable acts of nature, third-party service disruptions, or any factors beyond our reasonable control.
- 9.2. Topupmeters Ltd may occasionally need to perform maintenance to enhance the reliability and performance of its services. Whenever possible, such maintenance will be scheduled during off-peak hours to minimize disruptions. Clients will be informed in advance, via the communication channels on record, of any scheduled maintenance that might affect the availability or functionality of the services.
- 9.3. In certain situations, unforeseen issues may require immediate maintenance. In such cases, there may be short notice or no notice at all. Topupmeters Ltd will endeavor to restore services as swiftly as possible and notify Clients of the reason and expected duration of such outages.
- 9.4. In the event of any unplanned service interruptions, Topupmeters Ltd will promptly work towards resolving the issue to restore normal service operations. We will also ensure that affected Clients are informed about the situation and are provided with regular updates.
- 9.5. It's acknowledged that no online service can guarantee absolute continuous uptime. Factors such as technical failures, acts of nature, malicious attacks, or unexpected surges in usage might occasionally affect service availability. Topupmeters Ltd will, however, make reasonable efforts to minimize such disruptions.
- 9.6. Topupmeters Ltd implements robust backup procedures to protect Client data and ensure service continuity. In the unlikely event of data loss, we will endeavor to restore lost data from the most recent backup, although we cannot guarantee complete data recovery.
- 9.7. Clients are responsible for maintaining their own internet connection, equipment, and environment to access our services. Topupmeters Ltd will not be liable for service unavailability due to Client-side issues.

## 10. **Data Privacy and Protection**

- 10.1. Topupmeters Ltd unequivocally prioritises the privacy and security of our Clients' data. We ensure that all data processing activities are conducted in strict accordance with the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

- 10.2. We gather data essential for delivering our services, managing accounts, and enhancing the user experience. This encompasses, but is not limited to, Client identities, contact information, payment details, and service usage patterns.
- 10.3. Data collected is solely utilised to provide, improve, and maintain our services, facilitate billing, enable effective communication, and fulfil our legal obligations. Under no circumstances do we sell, lease, or share Client data with third parties for unrelated marketing initiatives.
- 10.4. Client data is securely stored on servers located within the European Economic Area (EEA) or other jurisdictions compliant with GDPR standards. We incorporate rigorous security measures, such as encryption, firewalls, and consistent security assessments, to thwart unauthorized access and safeguard data integrity.
- 10.5. Data is retained exclusively for the duration necessary for its intended purposes, or as mandated by relevant laws. Post this period, or upon a Client's explicit request, data will be appropriately erased or anonymised, adhering to GDPR requirements.
- 10.6. Under GDPR, Clients possess the right to:
  - 10.6.1. Access their stored personal data.
  - 10.6.2. Rectify inaccuracies in their data.
  - 10.6.3. Erase their personal data, under certain conditions.
  - 10.6.4. Restrict or object to data processing.
  - 10.6.5. Port their data to another service provider.
  - 10.6.6. Lodge complaints with a supervisory authority.
- 10.7. Clients can also opt out of specific communication channels or practices, but this might influence the provision or quality of our services.
- 10.8. Though Topupmeters Ltd may integrate or endorse third-party tools and services, we hold no liability for their privacy practices. It's incumbent upon Clients to peruse the privacy terms of any third-party services they engage with.
- 10.9. Should a data breach materialise, Topupmeters Ltd will act without delay to inform affected Clients and the Information Commissioner's Office (ICO) of the UK, outlining the breach's nature, our response measures, and recommendations for Clients to further secure their accounts.
- 10.10. This Data Privacy and Protection clause may undergo revisions to mirror evolving practices, technological innovations, or statutory mandates. Significant alterations will be communicated to Clients, and persistent use of our services after updates indicates consent to the amended terms.

## 11. **Amendments to the Terms**

- 11.1. Topupmeters Ltd reserves the right to amend, modify, or revise these Terms and Conditions of Service ("Terms") at its sole discretion and at any time. Such changes might be driven by regulatory requirements, enhancements in our service offerings, or any other business necessity.
- 11.2. Should any substantial changes be made to these Terms, Clients will be notified through the email address associated with their account, or via prominent notifications on our platform, at least thirty (30) days prior to the changes taking effect. It is the Client's responsibility to periodically review these Terms and stay informed about any modifications.
- 11.3. Continued use of the services provided by Topupmeters Ltd following the posting and notification of any amendments signifies the Client's acceptance and agreement to be bound by the updated Terms. If a Client disagrees with the revised Terms, they should discontinue their use of our services before the amendments come into effect.
- 11.4. In rare instances where legal or regulatory requirements mandate immediate changes, a shorter notification period may apply, but Topupmeters Ltd will ensure Clients are informed as promptly as possible.

## 12. **Data Retention**

- 12.1. Topupmeters commits to retaining energy profile data and meter readings for a period of twenty-four (24) months. Beyond this duration, such data may be archived, anonymized, or deleted in line with applicable data protection regulations and our internal data management policies.
- 12.2. All Topup payment transaction records will be preserved for a duration of five (5) years. After the expiry of the five-year period, transaction data may be archived, anonymized, or deleted unless otherwise required by law or for legitimate business purposes.
- 12.3. Topupmeters will retain copies of payout statements for a period of eighteen (18) months. After this duration, such statements may be archived, anonymized, or deleted in alignment with applicable data protection regulations and our internal data management guidelines. Clients are encouraged to maintain their copies for any long-term needs.

## 13. **Miscellaneous**

- 13.1. We can end our arrangements with you under this contract by giving 30 days written notice (except in the case of clause 13.2 when we do not have to serve any notice)
- 13.2. We are entitled to end this contract immediately in any of the following circumstances:
  - 13.2.1. You do not comply with any of its terms
  - 13.2.2. You have any form of bankruptcy or insolvency proceedings brought against you
  - 13.2.3. There is a risk of danger to you or others if we continue providing services

- 13.2.4. Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract.
- 13.2.5. We are asked to stop providing services by any regulator or state authority.
- 13.3. Ending your contract will not affect any rights and responsibilities you or we had before the contract ended or which are due to come into force under that contract or to continue after the date it ended.
- 13.4. We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as allowed by law.
- 13.5. We will not be legally responsible to you for any event or circumstance beyond our reasonable control.
- 13.6. We are not legally responsible to you in any way for any indirect or direct loss of income, business, profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).
- 13.7. Although we undertake to run our service with competence and care, we are not responsible for any consequential loss caused by the failure of any part of our service, including inaccuracy of Metering Equipment, failure of system, non-availability of the website, failure to discharge our regulatory obligations, etc, as far as this is allowed by law.
- 13.8. You undertake not to alter or interfere with the provision of our services in any way as to cause us liability under the Protection from Eviction Act 1977, Caravan Sites Act 1968, Housing Act 1985 or other legislation relating to the provision of services to tenants.
- 13.9. If we are legally responsible to you under these terms, the maximum amount we will accept responsibility for is £100 for all incidents that lead to loss or damage (however it happens).
- 13.10. Nothing in these terms will exclude our legal responsibility for death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud. This clause applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.
- 13.11. We can transfer all or any of our rights and legal responsibilities under your contract without your permission by giving you written notice (unless we are acting under clause 7.4, in which case we do not need to give you any notice).
- 13.12. Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission, save those referred to in clause 7.3.
- 13.13. If we don't enforce any part of this contract at any time, this will not affect our right to do so in the future.

13.14. To help us improve quality and for resolving disputes, we may monitor and record calls that you or we make in relation to customer services and telemarketing.

13.15. If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice. You may communicate any general notices to by email or in writing to:

Topupmeters Ltd  
Aero 16  
Redhill Aerodrome  
Kings Mill Lane  
Redhill  
RH1 5JY

13.16. If when you first entered into a contract with us you confirmed your agreement to receiving bills, notices and communications from us online or by email (including choosing a version of a product that is clearly described as supported by online account management only), we will initially set up your account so that all bills, notices and other communications we have to send you under our supply licence are provided to you electronically through our Landlord Portal on our website, or if appropriate by email. These could include notices relating to: price changes, information about tariffs ending shortly, responses to complaints or questions, and other information about our legal responsibilities to you. It will also include bills, annual statements, and initial reminders about any outstanding debt on your account. We may still send you any of these things by post if we decide it is appropriate to do so

13.17. These terms and conditions, the contract letter and any other documents we refer to make up the whole contract for the service between you and us.

13.18. We will not break any term of this contract by acting in line with any rights or carrying out any duties under any relevant industry agreements or laws.

13.19. Nothing in this contract affects our rights under any relevant laws.

13.20. If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.

13.21. The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts, unless both sides agree to an alternative arbitration or adjudication process.

#### 14. **Cancellation**

14.1. Clients can initiate the cancellation process at any time after the Minimum Term by providing written notice to Topupmeters no later than 30 days before the subscription renewal date. Notices must be sent either:

14.1.1. Via email to [payments@topupmeters.co.uk](mailto:payments@topupmeters.co.uk), or

- 14.1.2. In writing to our office address
- 14.2. Upon receiving your cancellation notice, your subscription will remain active, allowing you continued access to all our services until the end of your current Billing Cycle.
- 14.3. We maintain a no-refund policy on all Subscription payments. This means that payments are non-refundable, and we do not offer refunds or credits for partial subscription periods, irrespective of the operational status of meters connected associated with the Subscription being cancelled.
- 14.4. To verify the exact date when your account will close, please refer to your Stripe billing page. This page will provide the details of your billing cycle and the impending closure date post-cancellation.

## 15. **License Conditions**

- 15.1. You agree not to copy any part of our website, platform, API or phone Apps, except where such copying is incidental to normal use of the website, platform, API or phone App or where it is necessary for the purpose of back-up or operational security. If copies are made, you agree:
  - 15.1.1. to keep all copies of the website, platform, API or phone Apps secure and to maintain accurate and up-to-date records of the number and locations of all copies of the website, platform, API or phone Apps; and
  - 15.1.2. to include our copyright notice on all entire and partial copies you make of the website, platform, API or phone Apps on any medium.
- 15.2. You acknowledge that all intellectual property rights in the Platform (including the API, the Phone App, the Website, the App) and the Technology anywhere in the world belong to us or our licensors, that rights in the Platform (including the API, the Phone App, the Website, the App) are licensed (not sold) to you, and that you have no rights in, or to, the Platform (including the API, the Phone App, the Website, the App) or the Technology other than the right to use each of them in accordance with the terms of this agreement.
- 15.3. You acknowledge that you have no right to have access to the Platform (including the API, the Phone App, the Website or the App) in source-code form.

## 16. **Information Policy**

- 16.1. We respect your privacy and this information policy explains how we will use your information and contact details in connection with supplying metering services. By taking services under this contract, you agree to us using and sharing your information in line with this policy. You agree that we may use the information and contact details you give us or use with us, and the contact details provided when you contact us, to do any of the following things. You must promptly give us, free of charge, any extra information we need to do these things.
- 16.2. To set up, monitor and manage your account. This includes information needed to carry out our rights and responsibilities under this contract or any relevant agreements and

registrations, or to sell any of our businesses. This also includes sharing information about your account with any of our agents and other organisations and people who we use to help run our businesses (for example, meter readers).

- 16.3. To take a Deposit, carry out credit checks, trace and recover debt, and help prevent fraud and loss. We'll use this information to check your details with relevant agencies (for example, relating to preventing fraud and money laundering). If you give us false or inaccurate information or we suspect fraud, we will record this. We will also use this information to help make decisions about credit and related services for you.
- 16.4. To help us to improve the way we run any existing and future accounts, services and products and to tell you about improvements and new products and services. This includes information we need to help train our staff, take part in government or industry initiatives (for example, projects to tackle fuel poverty, improve Energy efficiency or other social or consumer interests), or create statistics, test computer systems, analyse customer information (including your Energy usage on a half-hourly basis and your purchasing information) so we can use it to provide offers or advice to you.
- 16.5. To keep to all relevant laws, regulations, industry codes and government instructions, and to deal with any complaints.
- 16.6. To send you information about your account (which may include personal information). This means that if you provide any email address or text number, or contact us by email or text message, you are giving us permission to send your account information to these contact details. If you need to update your contact details or how you would prefer us to contact you, you can do so either through our Landlord Portal on our website or by contacting our Customer Services.
- 16.7. You agree to us sharing your information with other people or organisations in relation to the purposes we have set out above. This includes sharing your information with anyone you have a joint bank account (for any Direct Debit you have) or joint metering services account with. We may also exchange information between any of your metering services accounts or any of the companies in our group, and if we need to change agents (for example, meter readers) they may also need to share your details with the agent replacing them, and you agree to that.
- 16.8. If you have any questions about the information we are holding about you and how we use it, or believe that the information we have about you is wrong or needs to be updated, please call 0330 223 4419.

## 17. **Limitation of Liability**

- 17.1. To the maximum extent permitted by applicable law, Topupmeters Ltd, its affiliates, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) the use or inability to use the services; (b) any unauthorized access to or use of our servers and/or any personal or financial information stored therein; (c) any errors, omissions, interruptions, or the like which arise from the use of our services; or (d) any content, products, or services obtainable through the services.

- 17.2. Topupmeters Ltd's aggregate liability for all claims relating to the services shall in no event exceed the amount of fees the Client paid to Topupmeters Ltd during the twelve (12) months prior to the act giving rise to liability.
- 17.3. Nothing in these Terms is intended to exclude or limit any condition, warranty, right, or liability which may not be lawfully excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract, or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
- 17.4. The Client acknowledges that Topupmeters Ltd has set its prices and entered into this agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this agreement will survive and apply even if found to have failed their essential purpose.
18. **Governing Law and Jurisdiction**
- 18.1. This Agreement, its interpretation, execution, and the settlement of the disputes herein shall be governed by and construed in accordance with the laws of England and Wales.
- 18.2. Any and all disputes, controversies, or claims arising out of or in relation to this Agreement, or the breach, termination, or invalidity thereof, shall be submitted to the exclusive jurisdiction of the courts of England and Wales.