

NoWatt™ Ltd Terms and Conditions

1. Agreement

1.1. This is an Agreement between you ("Customer") and NoWatt Limited ("NoWatt") regarding the use of the NoWatt service which is defined as providing information on electricity consumption at the Customer's designated site(s) via the NoWatt website from equipment (NoWatt Units) installed at the customer's designated sites. The Service purchased is confirmed on the Order Confirmation. Upon Order Confirmation the customer will be designated an account(s) and a specific NoWatt website.

1.2. By accessing or using our information you are accepting: (a) To be bound by our terms and conditions contained in this agreement and posted on our website, and (b) All details contained on your order confirmation and invoice.

2. Agreement Period

2.1. This Agreement shall be in force for the term set out on the Order Confirmation, or, if no term is specified on the Order Confirmation, for a period of 36 months from the date as confirmed on your Order Confirmation.

2.2. You might be contacted during this agreement period regarding new developments and products.

2.3. From time to time NoWatt may make alterations to the Data or service that you enjoy. NoWatt will take all reasonable steps to inform you of these changes with as much advance warning as possible.

3. Charges and Payment

3.1. In consideration to NoWatt providing you with the Services, materials and information you agree to pay the amount specified in your order confirmation on the times and dates specified therein. Unless otherwise specified in the Order Confirmation or invoice all payments must be made within 30 days of invoice date.

3.2. You agree that NoWatt may review the Standard prices for the Service. Any price increase to the Standard price would only come into effect at the time of Annual Renewal or upon the start of a new agreement. NoWatt will give you one month's notice of any increase to the Standard price and at least two months notice of the said increase before the renewal of each twelve month Agreement period.

3.3. The price for the Service shall be exclusive of any value added tax which amount you will pay in addition when it is due to pay for the Service.

3.4. If the Customer fails to pay NoWatt any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4. NoWatt's Proprietary Rights

4.1. Except as expressly provided herein access to the Service and use of NoWatt does not grant you any database rights or rights in the copyright, trade marks or any other intellectual property rights of NoWatt or any third party.

4.2. The information, NoWatt materials and database made available to you are protected by copyright and other intellectual property rights.

5. Your Obligations and Conduct

5.1. You agree to abide by all laws & regulations applicable to your use of the service and notwithstanding fore going to comply in all respects in the data protection act 1998.

5.2. The information, materials and database made available to you are provided solely for your own use and you will not, without our written permission, transfer or sell or attempt to transfer or sell your access to or use of the information, materials, database or website (or any part or facility of it) or any of your rights or obligations under this Agreement to any other person unless: (a) That use is the purpose for which the access has been granted for; or (b) It is expressly permitted by NoWatt in writing.

5.3. During this Agreement you agree not to: (a) Use the website, information, materials or database fraudulently, in connection with or for purposes of a criminal offence, or otherwise unlawfully; (b) Attempt to gain unauthorised access to the information, materials, database or website or other networks connected to the website, through any means whatsoever; or (c) Modify any of the information, materials, database or any part of the website.

5.4. The NoWatt Units are solely for use with the NoWatt services. During and subsequent to this agreement you agree not to reverse engineer any code, modify, re-use, internally examine, repair or attempt repair of the NoWatt units.

6. Password and Security

6.1. NoWatt will provide you with an account name with a unique user name and password to enable you to access the service via a designated website.

6.2. You agree that: (a) You are responsible for maintaining the confidentiality of your user name, password and account details, you are fully responsible for all activities using your user name, password or account. And (b) You will immediately notify NoWatt of any unauthorised use of your user name password or account and agree to exit your account at the end of each session.

6.3. For the avoidance of doubt you shall not provide direct access to the Service to any third parties.

7. Obligations, Warranties and Limitation of Liability

7.1. NoWatt warrants that as from the date of delivery the NoWatt units and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials.

7.2. Specifically NoWatt gives you no warranty or assurance about the contents of the information, materials or database. Whilst NoWatt does endeavor to maintain the accuracy and the quality of the information, materials and database, they may be incorrect due to changes out of our control. Therefore any use you make of the information, materials or database is at your own risk.

7.3. NoWatt disclaims all liability in contract (including negligence) or otherwise in connection with the Service for any indirect, incidental, third party, special or consequential loss, loss of profit, revenue, savings or data which may result from the use, delays in use, or inability to use the Service.

7.4. NoWatt's entire liability in respect of all claims arising out of or in connection with this agreement or its subject matter in any 12 month period (considered retrospectively from the date on which the course of action arose) shall not exceed an amount equal to the sums payable by you to NoWatt in respect of that 12 month period.

7.5. Nothing in this clause 7 or any other provision of this Agreement shall seek to exclude or limit liability for death, personal injury or fraudulent misrepresentation.

7.6. If NoWatt believes that you have breached any provision of this Agreement or in the event of your insolvency or bankruptcy NoWatt may, with immediate effect and without notice, terminate this Agreement or suspend access to the Service.

8. Termination

8.1. To terminate your agreement with NoWatt you must give written notice at least 30 days before the agreement anniversary.

8.2. Such notice must be served by either recorded first class post to the registered address NoWatt (*), or by, Electronic Mail to sales@nowatt.com

9. Effect of Termination

9.1. On termination for whatever reason, you must take reasonable steps to delete any proprietary NoWatt information, and neither you nor any third party will make any further use of such information, materials.

9.2. If requested by NoWatt you agree to return the NoWatt units or make them available for collection.

9.3. Upon termination clauses 4, 5, 7, 9 and 12 shall continue with full force and effect.

10. Indemnity

10.1. You agree to indemnify, defend and hold NoWatt, its parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim, award or demand, including reasonable legal fees: (a) Made by any third party or incurred or suffered by NoWatt or its parents, subsidiaries, affiliates, officers or employees in connection with your use of the Service in breach of this agreement or negligence. (b) Which NoWatt may sustain or incur as a result of any breach by you of the provisions of the Data Protection Act 1998; or (c) Made by your customer relying on the contents of the information, materials or in any other way connected to the provision of the Service.

11. Assignment and Resale

11.1. This Agreement is for a single user and is personal to you or one of your employees acting on your direct authority. You will not without prior written consent of a Director at NoWatt re-assign, re-sell, sub-lease or in any other way transfer the Service or any of your rights or obligations under the terms of this Agreement

12. Force Majeure

12.1. NoWatt will not be liable for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency or circumstances beyond the reasonable control of NoWatt, including without limitation Internet outages, communications outages, fire, flood war or act of God.

12.2. These terms shall survive any termination of this Agreement.

13. Miscellaneous

13.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining

provisions shall remain enforceable.

- 13.2. The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement
- 13.3. The terms of this Agreement and the provision of the Service and the relationship between you and NoWatt shall be governed by the laws of England and Wales. You agree irrevocably to submit to the exclusive jurisdiction of the courts of England and Wales.
- 13.4. The failure of NoWatt to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right. This Agreement constitutes the entire agreement between you and NoWatt in relation to the Service.
- 13.5. Notwithstanding any other term of this agreement NoWatt does not limit or exclude liability for death or personal injury arising from its negligence
- 13.6. You agree to abide by all laws & regulations applicable to your use of the service and notwithstanding fore going to comply in all respects in the data protection act 1998.
- 13.7. The NoWatt website gives access to speak to other users and offers links to useful sites. The majority of content posted on the NoWatt communities is created by members of the public. The views expressed are theirs and unless specifically stated are not those of the NoWatt. NoWatt is not responsible for any content posted by members of the public on www.nowatt.compaul or for the availability or content of any third party sites that are accessible through the NoWatt website. Any links to third party websites from the NoWatt website does not amount to any endorsement of that site by NoWatt and any use of that site by you is at your own risk.

(*) Registered address of NoWatt - 39 Oxford Street, Newbury, RG14 1JG
NoWatt™ Ltd
Company Number: 6284791