

## MarkeDroid T&C AS of May 2023

Thank you for choosing MarkeDroid for your Home Virtual Power Plant (VPP) Service. MarkeDroid provides seamless VPP orchestration solutions to households through our Planner service. Our service enables homeowners to sell their excess energy to the grid, contributing to the stability of the energy system and reducing their energy bills.

Please carefully read the following terms and conditions ("Terms") that govern your use of our Home VPP Service ("Service"). By using our Service, you agree to the following Terms.

### 1. Service Description

1.1 MarkeDroid's service connects the energy-producing assets, like solar panels, to a virtual power plant network. This allows for the consolidation and optimization of individual energy forecasts within a cloud-based, asset-agnostic virtual power plant. The optimization process utilizes energy prices. With our solution, you can determine with hourly precision the most financially advantageous times for you to buy, sell, or store electricity.

### 2. Eligibility

2.1 To use our Service, your VPP must have the energy-producing assets, such as solar panels with MarkeDroid supported control-unit (inverter, logger or similar) that are connected to the grid and a stable and dependable internet connection.

### 3. Service Fees

3.1 MarkeDroid charges a service fee for the use of our service. The service fee is indicated in our contract, and it may vary depending on the size and type of your energy-producing assets. We reserve the right to change our service fees at any time, but we will provide advance notice to you before any changes take effect.

3.2 The service fee is paid in advance. The service fees shall be settled within 14 days of receipt of invoice.

3.4 In cases where the hardware was purchased, the invoice shall be settled before the delivery of the hardware. Unless stated otherwise, the service fee does not cover any shipping and delivery expenses, which will be additionally added to an invoice.

### 4. Data

4.1 Processed Data means all data captured, generated and/or processed by the Service using the Software's algorithms. This includes data related to you, as well as any individual to whom you provide services, access to your Account, or allows usage of the Software, including the Customer's End Users.

#### **4.2 Service data**

When providing the Services, we will have access to various data concerning the performance of the Services, the performance of your Optimised Devices, and your energy usage and patterns (Customer Data). Customer Data may include data in relation to:

Optimised Devices usage;  
charge, discharge and state of charge information for an Optimised Device  
Customer usage;  
solar production; and resulting savings from Your use of our Services.

#### **5. Hardware**

5.1 You are responsible for purchasing hardware suitable for the Service

5.2 The Customer must use and operate only supported hardware

#### **6. Integrations**

- 6.1 The Service supports solar park inverters from vendor's supported listed on the website [markedroid.com](http://markedroid.com). The list of supported vendors is regularly updated to ensure accuracy and compatibility.
- 8.3 MarkeDroid is not responsible or liable for any failures or issues arising from the integration of solar park inverters from vendors not supported by the Service. It is the responsibility of the user to ensure that the chosen inverter vendor is supported by the Service to ensure proper functionality and compatibility.

#### **4. User Responsibilities**

4.1 As a user of our Service, you are responsible to ensure that your energy-producing assets are appropriately connected to the grid and in functional condition. Additionally, you must ensure that you comply with all applicable laws and regulations pertaining to the generation and sale of electricity.

#### **5. Limitations**

5.1 MarkeDroid does not provide guarantees regarding the availability or reliability of our Service. We reserve the right to suspend or terminate our Service at any time, provided you with advance notice. We are not responsible for any damages or losses incurred as a result of utilizing our Service.

5.2 MarkeDroid liability is limited to cancellation of service, if you are not happy with the Service and MarkeDroid will not cover any real or perceived losses in revenue or costs incurred.

## 6. Intellectual Property

6.1 All intellectual property rights related to our Service, including but not limited to trademarks, patents, and copyrights, belong to MarkeDroid. You are prohibited from using our intellectual property without obtaining our prior written consent.

## 7. Subscription cancellation and termination

- 7.1 You agree to subscribe to the Service for an indefinite period, which will continue until either you or MarkeDroid cancels the subscription.
- 7.2 You may cancel your subscription by giving MarkeDroid at least 30 days' written notice.
- 7.3 MarkeDroid reserves the right to cancel your subscription at its reasonable discretion and without providing any reasons for its decision. In such cases, MarkeDroid will give the Customer 30 days' written notice prior to the termination.

## 8. Jurisdiction and Governing Law

8.1 These Terms and your use of our Service are governed by and interpreted in accordance with the laws of Estonia. Any disputes arising from these or in relation to these Terms or the use of our Service shall be exclusively subject to the jurisdiction of the Harju County Court.

## 9. Changes to Terms

9.1 We retain the right to modify these Terms at any time. Notice will be provided to you in advance regarding any changes made. By continuing to use our Service after the revised Terms have been implemented, you indicate your acceptance of the updated Terms.

## 10. Service Limitations and Security

10.1 MarkeDroid does not guarantee that the Service will be completely secure, uninterrupted, or free from errors. The Customer acknowledges that software, including the public internet, is inherently susceptible to vulnerabilities. MarkeDroid cannot control the privacy of communications or the security of data outside of its internal systems.

If you have any questions or concerns about these Terms or our Service, please contact us at [infot@markedroid.com](mailto:infot@markedroid.com).

MarkeDroid OÜ, registry number 16720512

T&C As of July 2023