



Terms of Use

Effective as of November 2024

Terms

By using MarkeDroid services through the MarkeDroid application or the MarkeDroid device, you agree to the following terms of use ("Terms"). Please read these Terms carefully as they govern your use of MarkeDroid's services including access to data developed by the devices connected to MarkeDroid's services for optimizing their use, the Terms also govern the use of all of our websites and software applications (collectively, the "MarkeDroid Service") and any data that is going through or recorded by the MarkeDroid Service ("Data").

Use of the MarkeDroid Service is subject to the MarkeDroid Privacy Policy and additional terms and conditions presented by MarkeDroid, all of which are part of these Terms.

By signing up for, or otherwise using, the MarkeDroid Service, you agree to these Terms. If you do not agree to these Terms, then you must not use the MarkeDroid Service or access any Data.

Service Provider

These Terms are between you and MarkeDroid OÜ, registry number 16720512, Lõõtsa 8A, A-tower, 10th floor, 11415 Tallinn, Estonia.

Age Requirements and Representation Right

BY USING THE MARKEDROID SERVICE, YOU AFFIRM THAT YOU ARE 18 YEARS OR OLDER IN ORDER TO HAVE THE CAPACITY TO ENTER INTO THESE TERMS. In addition, in case you agree to these Terms as a representative of a legal entity, then by agreeing to these Terms you also confirm that you have the right to represent the named legal entity and bind it with these Terms. Additionally, in order to use the MarkeDroid Service and access any Data, you represent that any registration and account information that you submit to MarkeDroid is true, accurate, and complete, and you agree to keep it that way at all times.

User Account

You need to create a MarkeDroid account to use all or part of the MarkeDroid Service. Your account is for your personal use only and no one else should be allowed to use your account. You understand that you are responsible for all use (including any unauthorized use) of your account. Notify our customer service team immediately if your account has been compromised, or if you believe there has been unauthorized access to your account. MarkeDroid may remove your access to your account for any reason.

Access to MarkeDroid Service

Subject to your compliance with these Terms (including any other applicable terms and conditions), MarkeDroid grants to you limited, non-exclusive, revocable permission to make personal, non-commercial use of the MarkeDroid Service and the Data (collectively, "Access"). This Access shall remain in effect unless and until terminated or suspended by you or MarkeDroid. You agree that you will not redistribute or transfer the MarkeDroid Service or the Data unless otherwise agreed with MarkeDroid.

1. Service

The content and aim of MarkeDroid's service is to monitor the devices connected to its service and control these devices to achieve the agreed goals. The content and aim of the service depend on the service package selected and the type of devices connected to the service, for example, monitoring and controlling energy production, storage, use, purchase and sale, operation of equipment, parameters, settings, etc.

2. Preconditions for the Use of Service

2.1 In order to use MarkeDroid service:

- the devices connected with MarkeDroid service must be on the list of supported devices
- the devices connected to the service must be connected to the MarkeDroid device
- MarkeDroid device must be connected to Internet
- user has an account on MarkeDroid platform.

It is the user's responsibility to connect devices connected to the service to data network connection and the Internet. MarkeDroid services cannot be used in territories and countries where MarkeDroid does not offer its services.

2.2 In cases where MarkeDroid hardware was purchased, the device will be delivered after the invoice is settled. Shipping and delivery expenses will be added to the cost of the hardware.

3. Service Fee

3.1 In order to gain Access, the user chooses the suitable package on the MarkeDroid platform and enters the payment details to LHV EveryPay payment service for the payment of the service fee. Except if the parties have agreed otherwise, by entering payment data, the user agrees that MarkeDroid has the right to debit its service fee from the payment option as a monthly advance payment according to the package selected and approved by the user. The calculation of the service fee starts on the 15th day from choosing the package. The service fee is non-refundable.

3.2 MarkeDroid's service fee depends on the service package used and the parameters of the devices connected to the service, and the service fee is always calculated specifically per each service location. Agreeing to the service fee is a pre-condition of using the service. 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.

4. Data

4.1 Information about the principles and practices regarding processing of personal data can be found in MarkeDroid's Privacy Policy at <https://www.markedroid.com/privacy-policy/>.

4.2 MarkeDroid processes the Data that is captured, generated and/or processed by MarkeDroid while providing its service. The Data that is processed using MarkeDroid's algorithms or collected, grouped or recorded by MarkeDroid is referred to as Processed Data. Processed Data may have been generated in relation to your devices or other user's devices. Processed Data as a database is the intellectual property of MarkeDroid and its use by users is governed by the Terms.

4.3 When providing the services, we will have access to various Data concerning the performance of the services, the performance of your devices, and your energy usage and patterns ("User Data"). User Data may include data, behaviour patterns or content 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 MarkeDroid services. User Data is a subcategory of Processed Data. MarkeDroid will use the User Data in providing its services but also in developing its services, algorithms and sales. In case you are invited to use the MarkeDroid services by a third party (e.g. our partner, "Partner"), then by using the invitation to sign up with an account you have consented to the third inviting party to also gain access to your User Data. The Partner typically will have access to your live data, results, 24h plan and history. In case you wish to terminate this access for the Partner or amend the rights of the Partner, please contact our customer support.

By accepting these Terms you hereby grant to MarkeDroid a non-exclusive, transferable, sublicensable, royalty-free, fully paid, irrevocable, worldwide license to reproduce, make available, perform and display, translate, modify, create derivative works from, distribute, and otherwise use any such User Data through any medium, whether alone or in combination with other Data or content, in any manner and by any means, method or technology, whether now known or hereafter created, in connection with the MarkeDroid Service. Where applicable and to the extent permitted under applicable law, you also agree to waive, and not to enforce, any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Data, including feedback.

5. Hardware

5.1 You are responsible for acquiring the hardware suitable for the use of MarkeDroid Service.

5.2 The MarkeDroid service supports solar park inverters from MarkeDroid supported vendors that are listed on MarkeDroid website (www.markedroid.com). The list of supported vendors is regularly updated to ensure accuracy and compatibility.

6. User Responsibilities

6.1 As a user of the MarkeDroid service, you are responsible for ensuring that the devices connected to MarkeDroid service are properly connected to the data network and are in working order.

6.2 In addition, as a user, you must ensure that the use of the respective assets complies with all applicable user manuals and regulations governing electricity production and sale back to the grid.

7. Liability

7.1 You acknowledge 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.

7.2 MarkeDroid does not guarantee that the offered service is always available or reliable, completely secure, uninterrupted or free from errors as the service provision depends on the data provided by third parties, the reliability of the user's energy-producing devices, the availability and reliability of the Internet connection, the performance and prices of electricity production and sale back to the grid, the regulation of various states or local governments or from other circumstances reasonably beyond MarkeDroid's control. We reserve the right to suspend or terminate our service at any time with prior notice to you if reasonably possible.

7.3 MarkeDroid is not responsible for errors or problems resulting from the improper use of devices, connecting devices unsupported by MarkeDroid to the service, improper use of connected devices, additional costs incurred due to the non-functioning of the MarkeDroid solution or lost income if the service was not in working order, incompleteness or inaccuracy of data supplied by third parties, improper use of MarkeDroid products, failure of equipment or Internet connection, or any other circumstances beyond MarkeDroid's technical control or that are not part of MarkeDroid's service.

7.4 MarkeDroid shall not be liable for any damages or losses resulting from the use of the MarkeDroid services unless the damage is caused intentionally. In any case, MarkeDroid shall be liable when the damage is caused intentionally only to the extent equal to the amount of service fees received from the user during the last 6 months from the occurrence of the damage. MarkeDroid is only liable for direct damages and not for indirect damages. In no event will MarkeDroid compensate you for lost profits or potential differences in energy forecast consolidation and optimization with strategies or service providers other than MarkeDroid.

8. Intellectual Property Rights

8.1 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. The MarkeDroid software applications and the content are licensed, not sold or transferred, to you, under the Terms, and MarkeDroid and its licensors retain ownership of all the copies of the MarkeDroid software applications and content even after their use on your devices.

9. Access Term, Suspension and Cancellation

9.1 You agree to subscribe to the service for an indefinite period, which will continue until either you or MarkeDroid suspends or cancels the Access.

9.2 You may cancel your service subscription by removing payment details from your account. The paid service fee is non-refundable.

9.3 MarkeDroid reserves the right to suspend or cancel your Access at its reasonable discretion and without providing any reasons for its decision. In such cases, MarkeDroid will give you 30 days' notice by email, telephone, SMS or any other reasonable means of communication prior to the termination.

10. Jurisdiction and Governing Law

10.1 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.

11. Changes to Terms

11.1 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 published and you have been informed of these, you are consenting to the changes.

If you have any questions or concerns about these Terms or our Service, please contact us at **info@markedroid.com**