



Greenely User Terms

These User Terms are applicable when using our Services (described below).

Introduction

These user terms (the "Terms") are applicable when Greenely AB, org. no 556960-9794, ("Greenely" or "we") provides energy advisory services, energy-related applications and other energy-related services via Greenely.com, the Greenely Mobile App, and other websites, apps, communication systems and services associated with Greenely (the "Services"). By creating a Greenely account you agree to these Terms.

These Terms do not apply to services stating that they are subject to other terms of use.

Changes in User Terms

Greenely reserves the right to change the Terms at any time by updating this page. You will always be notified of any material changes in the manner appropriate with regards to the circumstances, giving you the possibility to review the changes before they come into effect. The changes are not applied retroactively. If you oppose any change you have the right to close your account. Your continued use of our Services 30 days after publication or notice of changes in these Terms means that you agree to the changed Terms.

1. Our Services

1.1. Use

When using our Services, you may, from time to time be required to provide Greenely access to your login information to third parties, such as electricity network operators ("external login information"). By creating a Greenely account, you authorise and instruct Greenely to use your external login information on your behalf to retrieve information from these external user accounts to your Greenely account, and authorise that these external parties disclose information to Greenely ("the Information") for use in our Services in accordance with these Terms.

1.2. Information

You are responsible for ensuring that you have the right to use external login information and the Information in our Services. Moreover, you are responsible for all use of our Services and for ensuring that your login information is protected against unauthorised access.

You are also responsible for ensuring that the information you provide to Greenely is up-to-date and correct.

1.3. **Cost**

The use of our Services is free of charge. Should certain Services no longer be free of charge, this will be regulated in a separate agreement. For the use of our Services, there may apply traffic charges from your mobile operator or internet service provider. There may also apply charges from your electricity supplier.

Through our Services, you have the possibility of using specific services and make use of other offers which may require payment. In such cases, you will be specifically informed thereof.

2. **Description of Services**

2.1. **Greenely Smart Heating Control & Greenely Smart Electric Car Charging**

Greenely helps you improve your home's indoor comfort by providing the Service Greenely Smart Heating Control. By connecting your home's heating to the Greenely Mobile App, Greenely can control the heating automatically.

Greenely also helps you optimize your electric car charging by providing the Service Greenely Smart Electric Car Charging. By connecting your electric car and charging box to the Greenely Mobile App, Greenely can control your charging.

For the purpose of our Services and to be able to use Smart Heating Control and/or Smart Electric Car Charging, you may be asked to provide us with details and information regarding your energy consumption, heating, electric car, charging box etc. By entering the requested details and information, you accept that the information can be used and processed by Greenely within the scope of our Services.

You may also be asked to integrate third-party devices, such as heating devices, electric cars and charging boxes (devices) to the Greenely Mobile App. By integrating your devices, you authorize Greenely to:

- I. retrieve data from the integrated devices;
- II. control the integrated devices, for the purpose of controlling and optimizing your heating consumption and electric car charging. This control may include Greenely turning on and off the devices.

2.2. **Greenely Solar Panels**

In the Greenely Mobile App, you can track how much of your solar production is being used. Greenely also offers advice to those who are considering purchasing solar panels.

For the purpose of our Services and to be able to use the Service Greenely Solar Panels, you will be asked to provide us with details and information regarding your energy consumption, inverter, solar panels etc. By entering the requested details and information, you accept that the information can be used and processed by Greenely within the scope of our Services. You may also be asked to integrate third-party devices,

such as your solar cells, to the Greenely Mobile App. By integrating your devices, you authorize Greenely to retrieve data from the integrated devices.

Greenely also offers to buy produced energy and enables users to track how much energy they sell back to the grid and at what price. This requires a separate consumption and production agreement between the user and Greenely and is thus not regulated by these Terms.

2.3. **Greenely Flexibility**

The aim with Greenely Flexibility is to help stabilize the frequency in the power grid in case of major frequency deviations and to act as a balancing resource. Greenely Flexibility offers a unique opportunity for users to become active participants in the energy transition. By connecting your devices to the Greenely Mobile App, such as your charging box, you become part of Greenely's Virtual Power Plant.

For the purposes of our Services and to be able to use the Service Greenely Flexibility, you will be asked to integrate third-party devices or applications, such as your charging box, with the Greenely Mobile App.

By integrating your devices, you authorize Greenely to:

- I. retrieve data from the integrated devices or applications;
- II. control the integrated devices, for the purpose of stabilizing the frequency in the power grid in case of major frequency deviations. This control may include Greenely turning on and off the devices.

Compensation is paid to Greenely's users who integrate their devices to Greenely Flexibility, with the amount and in the form applicable at the time. Greenely reserves the right to change the amounts and forms for the compensation, as well as to close down access to Greenely Flexibility, without this entailing any obligation for Greenely to pay compensation (unless otherwise specifically agreed).

2.4. **Order of priority**

In the event that a user is connected to both Greenely Flexibility and Greenely Smart Heating Control & Greenely Smart Electric Car Charging and has integrated the same third-party device or devices with both of these services, control of the integrated devices within the scope of Greenely Flexibility will take precedence over control over integrated devices within the scope of Greenely Smart Heating Control & Greenely Smart Electric Car Charging.

In the event that a user is connected to both our Services and any third-party service or application which may overlap with our Services, for example by the same devices being integrated with both the Greenely Mobile App and a third-party service or application at the same time, control over the integrated devices within the scope of our Services will

take precedence over control over the same integrated devices within the scope of any third-party service or application.

3. Rights and limitations

3.1. Intellectual property rights

Greenely reserves all intellectual property rights in our Services. You do not receive ownership of the Greenely Mobile App or the content or information available through our Services in connection with your use of our Services. Trademarks and logos used in conjunction with our Services are trademarks of their respective owners.

3.2. Information

It is not permitted to copy, modify, distribute, or publish content from the Greenely Mobile App without Greenely's permission. Our Services are protected under copyright law and other intellectual property legislation. However, it is permitted to download, copy, and save information from the Greenely Mobile App for your own personal use.

3.3. Data regarding energy

Consumption data and other information is made available by electricity network operators and other relevant parties. Greenely has highly developed routines for quality assurance of the information and aims to ensure that all information in our Services is correct, complete, and up to date. Greenely takes all reasonable measures to ensure that this is the case. However, Greenely cannot guarantee complete reliability or accuracy regarding all information presented in the Greenely Mobile App, among other things, because such information is obtained from third parties

3.4. Electricity prices

Our Services include, among other things, price information from Nord Pool Spot. As a user of our Services, you may not pass on this information without a separate contract and agreement with Nord Pool AS.

3.5. No warranty

Greenely takes all reasonable measures to ensure the functionality of our Services. However, from time to time, certain technical complications, upgrades, testing or similar may result in temporary interruptions. Unless otherwise stipulated in these Terms, all Services are provided "as is" and without any warranties, with all potential faults, defects, bugs and errors. Greenely does not make any warranty regarding our Services, which includes that Greenely disclaims to the fullest extent permitted by law any other warranties, whether expressed or implied, including but not limited to any implied warranties regarding merchantability or fitness for a particular purpose. No advice or information received by you from Greenely shall be deemed to create any warranty from Greenely in this regard.

3.6. **Third-party applications**

Our Services include integrations with third-party applications and services. Such applications and services may be subject to separate terms of use, technical limitations, terms for personal data, etc., that governs your use of these applications and/or services. Greenely does not in any way guarantee compatibility with these applications and/or services. Greenely shall have no liability towards you for any performance or non-performance of such third-party applications and/or services, nor for any damages or interruptions to our Services and your use thereof caused by third-party applications and/or services.

3.7. **Liability**

You are liable for all activities that you as a user undertake on the basis of the information presented on the Greenely Mobile App. Greenely cannot be held responsible in any way for any decisions that have been made based on the information contained in our Services. In cases where Greenely refers to a website, organisation/company, or physical product belonging to a third party, such reference is only intended as a service for the user for which Greenely cannot be held liable.

3.8. **Restricted access**

Greenely has the right at any given time to suspend a user and terminate an account if the user violates the Terms, any provisions under applicable national and/or international law, or uses our Services in a way that may cause damage to Greenely or to a third party.

3.9. **Limitation of liability**

Notwithstanding anything to the contrary, there shall be no liability for Greenely towards you for any claims of loss of data, loss of production, loss of profit, loss of use, loss of contracts or for any other consequential, economic or indirect loss that arise out of the subject matter of these Terms, nor shall Greenely have any liability towards you for any cost, damage or loss caused by or arising as a result of or in connection with any shortfall of internet access, cyberattacks, computer viruses and/or software bugs. Greenely's aggregate liability for any claim in relation to a particular Service will not, in any event, exceed the fees paid by you for the relevant Service during the 12 months preceding the date upon which the related claim arose.

Within the scope of our Services, Greenely is not responsible for any loss or damage (including indirect damages) when integrating third-party applications, controlling integrated third-party devices, collecting or analysing data. Greenely is neither responsible for any damage on third-party devices integrated with our Services.

In the event that Greenely controls any integrated third-party devices to optimize heating, charging and/or to help stabilize the frequency in the power grid within the scope of our Services, Greenely takes no responsibility for the effects of the control of the integrated third-party, including, but not limited to, any potential costs that the control may entail for you.

Furthermore, Greenely is not liable for failure or deficiencies in the performance of our Services or delay in relation to the obligations arising from these Terms caused by force majeure, or any other cause which could not reasonably be anticipated or which is beyond Greenely's reasonable control.

3.10. **Electronic communications**

By agreeing to the Terms, you accept that the Terms are entered into electronically. The same applies to future changes to the Terms. Furthermore, you agree that due to the Terms and our Services that you use in the Greenely Mobile App, we can communicate with you electronically, for example via e-mail, SMS, messages in the Greenely Mobile App and through push messages.

4. **Choice and rights**

4.1. **Right of withdrawal**

By creating a Greenely account, you enter into an agreement with Greenely regarding the provision of digital content. You have the right to withdraw from the agreement by giving us a clear notice of this within 14 days from the creating of the Greenely account, or within 14 days from signing up to any additional Service or Services which you did not sign up to when creating your Greenely account.

The notice shall be sent either by email to support@greenely.se or by regular mail to Greenely AB, Vasagatan 40, 111 20 Stockholm, Sweden. You may also exercise your right of withdrawal by sending us a filled out standard form from the Swedish Consumer Agency, available [here](#).

4.2. **Close of your account and termination of Services**

You can close your account and terminate your Services at any time by contacting Greenely either by email to support@greenely.se or by regular mail to Greenely AB, Vasagatan 40, 111 20 Stockholm, Sweden. Your account will be closed as soon as possible after your request. If you are using any Service which entitle you to compensation from Greenely, Greenely will settle any potential compensation which has not yet been paid out to you in connection with the closing of your account.

5. **Other important information**

5.1. **Assignment**

Greenely has the right to transfer its rights and obligations under these Terms to any third party. Furthermore, Greenely has the right to use subcontractors for the fulfilment of its obligations.

5.2. **Governing law and Dispute resolution**

Any dispute arising out of or in connection with the Terms or your use of our Services shall be settled by Swedish courts with Stockholm district court as court of first instance. These Terms and our Services are governed by the substantive laws of Sweden.

5.3. **Contact information**

Contact Greenely by email, support@greenely.se, in the first instance if you have questions or remarks regarding the Terms.

Greenely's address: Vasagatan 40, 111 20 Stockholm, Sweden.

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