

Terms and Conditions

**in relation to Consumers' use of
FLEX Community Ecosystem**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PORTAL

What's in these terms?

These terms tell you the rules for using our FLEX Community Ecosystem online platform (“FLEX Community”) of Stemy Energy, as a consumer. FLEX Community Ecosystem will be also used during the REDREAM project where Stemy Energy participates.

Who we are and how to contact us

FLEX Community can be accessed at our portal www.flexcommunity.co.uk (“Portal”) operated by Stemy Energy and Bath West Community Energy (“We”). Stemy Energy is registered in Spain, Madrid and XXXXX in Demos site.

To contact us, please email hello@stemyenergy.co.uk or call us on +44 7761 257270.

The FLEX Community

The FLEX Community allows consumers to have an active participation in the electricity sector to help to reduce carbon emissions and be energy efficient while providing electricity flexibility to the grid, which is achieved by the ability of the consumer to change the electricity consumption in real time to electricity system requests, in order to avoid congestion or synchronize RES (renewable energy sources) generation with consumption.

The FLEX Community provides an online Ecosystem which helps you chose the most suitable energy plan to unlock your flexibility, improve your energy efficiency, adopt

renewable generation and select the most suitable equipment/appliances for your home, by signing up to specific plans ("Plans").

Registering on FLEX Community

To be able to access the FLEX Community and to become part of our FLEX Community, you should register at <https://www.stemyenergy.co.uk/signup/> (our "Portal")

Once registered, you will be able to apply for various Plans accessible via our Portal.

Leaving the FLEX Community

You will be able to leave the FLEX Community at any time by notifying us in writing at goodbye@stemyenergy.co.uk.

By using our Portal you accept these terms

By using our Portal, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Portal.

We recommend that you print a copy of these terms for future reference. However, you will receive a copy by email and they will always be accessible via the Portal.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our Portal:

- Our [Privacy Policy](https://www.stemyenergy.co.uk/static/public/legal/en/P1/202111/Privacy_Policy_with_Consumers_in_relation_to_the_use_of_Redream_Ecosystem.pdf) https://www.stemyenergy.co.uk/static/public/legal/en/P1/202111/Privacy_Policy_with_Consumers_in_relation_to_the_use_of_Redream_Ecosystem.pdf. See further under How we may use your personal information.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

We may make changes to these terms

We amend these terms from time to time. We will send you an email to notify you of the changes to these terms, prompting you to accept our amended terms. However, if you do not expressly accept our amended terms when prompted, your continued use of our Portal will be deemed an acceptance of these amended terms. In any case, every time you wish

to use our Portal, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our Portal

We may update and change our Portal from time to time to reflect changes to our Plans or services, our users' needs and our business priorities.

We may suspend or withdraw our Portal

Our Portal is made available free of charge.

We do not guarantee that our Portal, or any content on it, including the Plans, will always be available or be the same or uninterrupted. Whilst we will always strive to ensure that the content on our Portal and its operations remain uninterrupted, we will have the option to make changes to any of our Plans and we may also suspend or withdraw or restrict the availability of all or any part of our Portal for business and operational reasons, or where such actions are required for the purposes of the Portal maintenance or are caused by online viruses or bugs. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Portal using your signing in details are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at help@stemyenergy.co.uk.

How you may use material on our Portal

We are the owner or the licensee of all intellectual property rights in our Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Portal for your personal use and you may draw the attention of others within your organisation to content posted on our Portal.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Portal must always be acknowledged.

You must not use any part of the content on our Portal for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Portal in breach of these terms of use, your right to use our Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Information on our Portal

Although we make reasonable efforts to update the information on our Portal, we make no representations, warranties or guarantees, whether express or implied, that the content on our Portal is accurate, complete or up to date.

We are not responsible for websites we link to

Where our Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- As a consumer user you agree not to use our Portal for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Portal will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Portal. You should use your own virus protection software.

You must not misuse our Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Portal, the server on which our Portal is stored or any server, computer or database connected to our Portal. You must not attack our Portal via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Portal will cease immediately.

Rules about linking to our Portal

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Portal in any website that is not owned by you.

Our Portal must not be framed on any other Portal, nor may you create a link to any part of our Portal other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Portal other than that set out above, please contact help@stemyenergy.co.uk.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation, are governed by European law. You and we both agree that the courts of Spain will have exclusive jurisdiction.