

At tepeo we aim to make everything as straightforward as we can.

Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with our customer services team at [customer.service@tepeo.com](mailto:customer.service@tepeo.com)

## 1. THESE TERMS

### 1.1. What these terms cover.

These are the terms and conditions under which we provide the smartphone app and its functionality the "App" (as defined in these Terms) to you (You). We may change these Terms from time to time.

### 1.2. Why you should read them.

It is important that you read these Terms carefully before you use the App so that you understand your obligations and ours.

### 1.3. Interpretation of these Terms.

"We", "us" or "our" refers to tepeo Limited ("tepeo") the Company.  
"You", "your" refers to You who is registering for and using the App.  
When we use the words "writing" or "written" in these Terms, this includes digital communications such as emails and text messages.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

### 2.1. Who we are.

We are tepeo Limited, a company incorporated in England and Wales with company number 11392873, whose registered office address is at 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

### 2.2. You can contact us as follows:

2.2.1. by emailing us at [customer.service@tepeo.com](mailto:customer.service@tepeo.com)

2.2.2. by telephoning our Customer Care Team on 0118 228 0424

The line is open Mon-Fri 9am-5pm, but will be closed outside of these times including on public holidays; the opening times may be changed from time to time as notified on our website [www.tepeo.com/support](http://www.tepeo.com/support). Please check with your network provider for costs associated with phoning this number.

2.2.3. by writing to us at tepeo Limited, 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

### 3. BACKGROUND

- 3.1. To get the full set of functionality from our Product(s), you will need access to the tepeo App.
- 3.2. To use this App, you will need an Android or iOS device with an up to date operating system (see section 5 below), with internet access.
- 3.3. Your tepeo Product(s) will need a working internet connection for the App to function as outlined below. The terms for our Product(s) can be found at [www.tepeo.com/terms](http://www.tepeo.com/terms)

### 4. REGISTRATION AND DATA ACCESS

- 4.1. You must register each user in order to use the services provided by the App ("Initial Registration").
- 4.2. You have to provide certain data (registration data) during this Initial Registration such as an email address and password ("Access Data").
- 4.3. Following Initial Registration, you shall be allocated a personal account ("User Account") in order to use the App and manage the registration data.
- 4.4. Only persons older than 18 years may register for and use the App.

### 5. REQUIREMENTS

- 5.1. In order to use the App, you have to log in with a smartphone with Internet access that supports one of the following operating systems:

- iOS
- Android

Please refer to the website [www.tepeo.com/app](http://www.tepeo.com/app) for more information about the supported versions of iOS and Android.

### 6. FEATURES AND FUNCTIONS OF THE APP

- 6.1. The App offers the following core functions:
  - 6.1.1. Information about the Product(s) installed including connection status to the internet, charging status, level of charge and some information about your heating system
  - 6.1.2. Tariff information entered during setup and as updated by you, including tariff unit rates and times
  - 6.1.3. Notifications according to defined rules
  - 6.1.4. Ability to set an 'away mode' to avoid unnecessary charging

- 6.2. The functionalities of the App will be constantly updated and extended. We publish updates for the App from time to time.
- 6.3. You must download and install all released updates to ensure that the latest version of the software is running. Only then, may you benefit from the latest functionalities.
- 6.4. Uninterrupted service of the software cannot be guaranteed; it may be limited or even stopped completely if updates are not installed. In such a case, we are not liable if we find that a defect would not have occurred if the latest version of the software had been installed.

## 7. RIGHTS OF USE

- 7.1. You are granted the (non-exclusive and non-sublicensable) right for personal, non-commercial use of the App by accepting these terms. The App must be used as released by us and must not be copied, edited, transferred, modified, decompiled or converted, unless we have granted permission on a case-by-case basis.
- 7.2. Any use of the App is subject to the terms defined herein or one of the third-party software suppliers referenced herein. You are responsible for the security of the data submitted via your smartphone during the installation of and Log-in to the App.
- 7.3. We are only liable within the limits set out in section 10 below for errors in the Application, for loss of data or for other losses resulting from the installation or use of the App.
- 7.4. Specific conditions may apply to open-source software. Details hereto can be found in section 13 below.
- 7.5. If it is technically necessary, we also have the right to extend or to alter services, to make improvements or to prevent the use of the App – for example, in order to meet technical standards or to prevent misuse.

## 8. COSTS

- 8.1. We provide the core features of the App (outlined in 6.1) free of charge.
- 8.2. Future versions of the App may include features which will only be accessible following payment to us. Where this is the case, the existing features of the App will continue free of charge unless the contract is terminated subject to the conditions outlined in section 11.
- 8.3. The installation of the App and use of the services does require the regular transfer of data from your smartphone. The amount and frequency of such data transfer shall depend on the type and scope of the service used. Any connection charges arising from the transfer of data, installation, maintenance or configuration shall be borne by you. Such costs are subject to the contract terms with your mobile service / internet service provider.

## 9. CUSTOMER OBLIGATIONS

- 9.1. You may use the services only for personal use and in accordance with the conditions set out herein.

- 9.2. You are obliged to protect the Access Data against unauthorised access by third parties. You must ensure, when entering Access Data and accessing the User Account, that third parties cannot obtain such data.
- 9.3. If you learn or suspect that unauthorised access has been or could have been obtained, you must change the password. You must also immediately inform us so that we can block further unauthorised access to your Product(s).

## 10. LIABILITY AND RISKS

- 10.1. We shall be fully liable for losses caused by intentional or gross negligent misconduct in accordance with the applicable legal provisions. No limitation of liability shall apply in the event of losses caused by us as a result of a loss of life or injury to health.
- 10.2. For losses caused by us as a result of simple negligent violation of an essential contractual obligation, liability is limited to foreseeable damages that are typical for this type of contract. Essential obligations are contractual obligations that are necessary for the performance of the contract and that you expect or may reasonably expect to be fulfilled.
- 10.3. Liability for all other damages is excluded, in particular with respect to the loss of data or hardware failures caused by incompatibility between the components of your mobile device with the App. This provision is without prejudice to any liability arising out of statutory product liability.
- 10.4. The App is not intended to provide or to replace essential security features or emergency calls. Consequently, any use of the App is at your own risk.

## 11. TERM AND TERMINATION

- 11.1. The terms between us and you shall start upon initial registration and shall last for an initial period of one month (hereinafter referred to as the "Initial Term").
- 11.2. The terms can then be extended on a rolling monthly basis if no party terminates the relationship. You have the right to terminate the contractual relationship at any time, also during the Initial Term, by sending an email to the following address: [customer.service@tepeo.com](mailto:customer.service@tepeo.com)
- 11.3. Any termination by you will be implemented by us six days following receipt of the termination notice.
- 11.4. We may terminate the contractual relationship with you with a notice period of one month via email. This does not affect the right to terminate the contract for cause – in particular if you seriously and responsibly violate the terms outlined herein.
- 11.5. Changes to the contract terms may occur and be based on one of the reasons set out in these terms for example due to the release of new App features, versions or fixes.

## 12. MISCELLANEOUS

- 12.1. We reserve the right to provide services via subcontractors. However, we shall remain liable for any services.
- 12.2. You may only transfer the rights and obligations arising from this contractual relationship to any other person if we have given prior written consent.
- 12.3. The contractual relationship between us and you shall be governed by the laws of the United Kingdom.

### 13. CONDITIONS FOR OPEN SOURCE SOFTWARE

- 13.1. Certain parts of the App contain third-party source code or software or software components that are protected by copyright by a third-party and are licensed under open-source licenses of such Open-Source-Provider.
- 13.2. At [www.tepeo.com/app](http://www.tepeo.com/app), you will find a list of applicable license terms and disclaimers if and in so far, the App uses specific open-source software.
- 13.3. Irrespective of the conditions and provisions of these terms of use with us, the terms and conditions of the open-source licenses listed shall prevail over these terms of use. The list of used open-source software/software components in the Application and their specific conditions may be updated in due course.