

ONLINE TERMS FOR THE SALE AND USE OF OPTIMISEAI SOFTWARE

1 ABOUT THESE TERMS

1.1 These terms and conditions (**Terms**) set out the terms on which you can purchase OptimiseAI's AI/ML powered Digital Twin platform for the reduction of energy and carbon emissions in buildings (**Software**) through our website (**Website**). You must accept these Terms for us to provide the Software to you.

1.2 **Please read these Terms carefully.** These Terms tell you who we are and other important information. They describe how we sell our Software, set out your rights and responsibilities and tell you what to do if there is a problem. **These Terms also limit our liability.**

1.3 By purchasing our Software, you are agreeing to these Terms. **If you do not agree to these Terms, you must not purchase our Software.**

1.4 Please note that we reserve the right to update, change or replace any part of these Terms at our sole discretion. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

1.5 We will collect some personal data about you in order to process your order (e.g. your name, email address, payment details and delivery information). For information regarding how we process personal data, please see our privacy policy at <https://optimise-ai.com/privacy>.

1.6 These terms cover the terms and conditions if you purchase Software via the Website.

1.7 You shall ensure that all end users of the Software are aware of, and agree to comply with, the terms of our then current end user licence agreement (**EULA**).

2 WHO ARE WE?

2.1 We are OPTIMISE-AI LTD, registered in England and Wales with company number 14926244 whose registered address is C/O Bevan Buckland Llp Ground Floor, Cardigan House Castle Court, Swansea Enterprise Park, Swansea, SA7 9LA (**we/us/our**). Our VAT number is 4550100038.

2.2 We are Digital Twin SaaS and in the business of selling Digital Twin for the reduction of energy and carbon emissions .

2.3 If you have any questions about these Terms, please contact us using the details below:

Email: admin@optimise-ai.com

3 PLACING AN ORDER

3.1 To purchase our Software, you need to place an order on our Website.

3.2 Please check your order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 The order will only be accepted when we send you a written acceptance of the order by email, at which point a contract between you and us will be created that is subject to these Terms. We will then send you a confirmation email to let you know how you can receive the Software.

3.4 We reserve the right to accept or reject any order at our discretion. If we are unable to accept your order, we will notify you as soon as possible.

3.5 If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

4 DESCRIPTION OF OUR SOFTWARE

4.1 The description of the Software is as set out on our Website at www.optimise-com/predict.

4.2 We provide the Software on an “as is” basis only, and do not warrant that:

4.2.1 your use of the Software will be uninterrupted or error-free;

4.2.2 the Software will meet the your specific requirements;

4.2.3 the Software will be free from vulnerabilities or viruses; or

4.2.4 the Software will comply with any of your cybersecurity requirements.

4.3 Where your device is required to meet technical requirements to run or display Software purchased on our Website, we will make this clear on our Website.

4.4 We are not responsible for Software which fails to meet its description where your device does not meet the technical requirements as set out on our Website.

4.5 When providing our Software to you, we will:

4.5.1 provide our Software to you in accordance with these Terms; and

4.5.2 comply with all applicable laws.

5 DELIVERY OF SOFTWARE

5.1 The Software you purchased can be downloaded or accessed via <https://optimise-ai.com>.

5.2 If you download Software onto someone else’s device, please make sure you obtain the owner’s permission before downloading Software onto their device.

5.3 If you are having any trouble downloading or accessing the Software, please email us at support@optimise-ai.com.

6 LICENCE

6.1 Where you use the Software in accordance with these Terms:

6.1.1 we grant you a non-exclusive, non-transferable licence to use the Software and, where you are a business customer, for use within your business and to access the Software provided for internal business purposes only; and

6.1.2 you shall be limited to the number of users paid for in accordance with our charges. We will confirm the number of users to you. All users must comply with the terms of our EULA.

6.2 So as long as you do not violate any restrictions set out in these Terms, you may make a limited number of copies of the Software for the purpose of providing a backup in accordance with your own internal operating procedures.

7 LICENCE RESTRICTIONS

7.1 You must not:

7.1.1 sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Software to other parties in any way except as permitted by these Terms;

7.1.2 remove, delete, obscure, disable, modify, add to, tamper with, or circumvent any program code or data, copyright, trademark, or other proprietary notices, labels or copy protection content contained on or within the Software;

7.1.3 exploit the Software (or part of), content contained in it, any of our related literature, for any commercial purpose;

7.1.4 export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations;

7.1.5 create data or executable programs which mimic data or functionality in the Software;

7.1.6 use the Software for any illegal or immoral purposes;

7.1.7 use the Software to make any other software or programme which is substantially similar to the Software.

7.2 You agree not to perform any security testing on the Software unless agreed with us in writing.

7.3 You do not have permission and are not permitted to access the Software in source code form.

8 OUR INTELLECTUAL PROPERTY RIGHTS

8.1 You agree that we and our licensors own all Intellectual Property Rights in the Software. These Terms do not grant you any rights to any Intellectual Property Rights in the Software except as expressly set out in these Terms.

8.2 To the extent that you acquire any Intellectual Property Rights in the Software you will, on our written demand, assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to us. You shall execute all such documents and do such things as we may consider necessary to give effect to this clause 8.2 at your own cost.

8.3 You must not use our trade marks or our trade names on your website or in any marketing materials without our express written consent.

8.4 For the purpose of this clause 8, **Intellectual Property Rights** means copyright, patents, rights in confidential information, know-how, trade secrets, trademarks, trade names, design rights, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and wherever existing.

9 PRICE AND PAYMENT

9.1 The price for our Software will be shown on the Website and as set out in your order (**Price**). The Price is inclusive of VAT.

9.2 Prices for our Software may change at any time. This will not affect existing orders unless:

9.2.1 the information you provided us in relation to your order was materially different from the information we required in order to provide the Software; or

9.2.2 there has been an error on the Website regarding the pricing of any of our Software and this affects your order, we will try to contact you using the contact details you provided when you placed your order. If this happens, we will give you the option to re-confirm your order at the correct price or to cancel your order.

9.3 We will charge the Price to the credit or debit card that you have provided at the time we accept the order. All amounts due must be paid in full in advance.

9.4 We accept the following credit cards and debit cards: Visa, Mastercard. All credit card and debit card payments need to be authorised by the relevant card issuer.

9.5 We use a third-party payment provider (Mollie) to process payments on our Website.

10 IF THE SOFTWARE IS FAULTY

10.1 Where the Software or deliverables do not meet the descriptions on our Website:

10.2 You must notify us in writing within 14 days of receipt of the Software and any deliverables setting out the nature and extent of the faults or defects. We shall, at our option, remedy the fault with the Software or refund (in whole or in part) the Price for the Software.

11 YOUR OBLIGATIONS AND RESTRICTIONS

11.1 You agree that:

11.1.1 you will provide complete and accurate information when placing an order;

11.1.2 you are responsible for making sure that the information you provide us in order to enable us to provide the Software is correct;

11.1.3 you will comply with these Terms, and any other documents referred to in it, when using our Website and placing an order for Software; and

11.1.4 in reading and accepting these Terms, you are aware of and understand your rights and responsibilities, and if you are not sure, you have contacted us on our Contact Page for help or more information.

12 DATA PROTECTION

12.1 We shall comply with the provisions and obligations imposed on us by the Data Protection Laws at all times when processing Personal Data in connection with these Terms.

12.2 For the purpose of this clause 12, **Data Protection Laws** means all applicable data protection and privacy legislation in force in the United Kingdom, including but not limited to:

- (a) the UK GDPR as defined in section 3(10) of the Data Protection Act 2018, and supplemented by section 205(4) (**UK GDPR**);
 - (b) the Data Protection Act 2018; and
 - (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426),
- in each case as amended, updated or replaced from time to time, and the term **Personal Data** shall have the meaning set out in the UK GDPR.

13 TERM AND TERMINATION

13.1 A contract shall start when we have provided you with written acceptance of your order and shall:

13.1.1 continue for an initial period of 12 months (**Initial Subscription Period**), following which it shall continue for subsequent periods of 12 months (each a **Renewal Period**) unless terminated by either party providing 1 month written notice to the other party, such notice to expire no earlier than the end of the Initial Subscription Period or relevant Renewal Period;

13.1.2 you cancel the contract exercising your rights under clause (your rights as a consumer);

13.1.3 the contract is terminated in accordance with clause 10 (if the software is faulty);

13.1.4 we exercise our right to end the contract under clause 14 (our right to end the contract).

14 OUR RIGHT TO END THE CONTRACT

14.1 We may terminate any and all contracts we have with you at any time by contacting you in writing if:

14.1.1 you commit a serious breach of these Terms;

14.1.2 you do or take part in anything illegal when using our Website or purchasing our Software; or

14.1.3 you fail to pay any amount due under a contract on the due date.

14.2 You can cancel your order under clause (your rights as a consumer) or clause 10 (if the software is faulty).

14.3 Our right to terminate does not affect any of your rights.

15 OUR LIABILITY TO YOU

15.1 We are not liable to you for any losses you incur where the delivery of the Software is delayed or cannot be delivered because you fail to make information available to us or fail to provide us with adequate instructions or information to allow us to deliver the Software.

15.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage. If we are affected by an unforeseeable event, we will promptly write to you to let you know if this means we are unable to fulfil the contract.

15.3 We exclude all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, to the fullest extent permitted by applicable law.

15.4 Nothing in these Terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

The following clauses in this clause 15 only apply if you are a business customer.

15.5 Subject to the below, our liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the Price for the Software paid by you.

15.6 We will not be liable to you under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

15.6.1 consequential, indirect or special losses; or

15.6.2 any of the following (whether direct or indirect):

15.6.3 loss of profit;

15.6.4 loss or corruption of data;

15.6.5 loss or corruption of Software or systems;

15.6.6 loss or damage to equipment;

15.6.7 loss of use;

15.6.8 loss of opportunity;

15.6.9 loss of savings, discount or rebate (whether actual or anticipated); or

15.6.10 harm to reputation or loss of goodwill.

15.7 Where we have failed to provide you with the Software or some or all of the materials described on the Website as part of the Software purchased, we shall only be liable up to the limit of the Price paid for the Software.

16 FEEDBACK AND COMPLAINTS

16.1 We welcome any feedback about our Software. We hope that you are satisfied with any purchase you make with us, and we are always keen to hear about ways to improve our Software. If you have any comments, please let one of our sales assistants know or submit these to support@optimise-ai.com.

16.2 If you do have any complaints, please submit them to support@optimise-ai.com and we will aim to deal with these swiftly.

17 UNCONTROLLABLE EVENTS

17.1 We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from any Uncontrollable Events.

17.2 In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 45 days, you may terminate our contract by giving 30 days' written notice to us.

17.3 In this clause 17, **Uncontrollable Events** means an event outside of our reasonable control including, without limitation: natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war or armed conflict, nuclear, chemical or sonic boom, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts.

18 GENERAL

18.1 You are not allowed to transfer your rights or obligations under these Terms to anyone without our prior written consent. We may transfer our rights and obligations under these Terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

18.2 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.

18.3 If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

18.4 Under these Terms, notices must be in writing and sent to the other party's address or email address, as set out in the order confirmation. Letters sent in the United Kingdom will be deemed delivered in 3 business days (excluding English Bank Holidays), after sending. Emails will be deemed delivered the same day (or the next business day, if sent on a non-business day or after 5pm on any business day at the recipient's location).

18.5 Each contract, these Terms and the terms of each accepted order represent the entire agreement between us and replace any terms and conditions of purchase or supply that you have been provided with previously.

18.6 Each contract, these Terms and the terms of each accepted order and any dispute or claim arising out of them will be governed by, and interpreted in accordance with, the laws of England and Wales and the parties agree that the courts of England and Wales will have exclusive jurisdiction to settle such disputes or claims.