Terms and conditions - Gridora

Original text as published before the redesign of this article. Wording unchanged.

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Welcome to *Gridora Energy AB* system! These terms and conditions of use for Gridora Energy AB system (hereinafter "Terms") govern your use of all Gridora Energy AB system services, including Gridora Energy AB Controller, Gridora Energy AB Gateway, Gridora Energy AB Converters, Gridora Energy AB web and mobile applications, and Gridora Energy AB services. By using the system, you agree to these Terms.

The services are provided by Gridora Energy AB, a company established under the laws of the Sweden, headquartered at Detour 2H, 412 75 Gothenburg, Sweden (hereinafter "**Provider**").

Any other Gridora Energy AB group company that provides all or part of the services, or sells a subscription to them, is also a Provider under these Terms, for the services it provides or sells. The Offer, the invoice or the User Account names the Provider concerned. Each Provider is responsible only for the services it provides or sells.

1. Acceptance of Terms

By using Gridora Energy AB system or registering for the service, you agree to these Terms and commit to following them. If you do not agree with these Terms, you cannot use Gridora Energy AB system.

2. Definitions and Terms

- **User** is any natural or legal person who uses Gridora Energy AB digital services via the Gridora Energy AB device, for which the User must have a registered Gridora Energy AB User Account, as defined in Article 4. of these General Terms.
- **Gridora Energy AB device** is a technical device that enables the use of the Gridora Energy AB digital service and allows (direct or indirect) control and/or management of compatible electrical devices (e.g., solar power plant, electricity storage unit, electric vehicle charging station, heat pump, and other consumers or producers in the facility that allow connection with the Gridora Energy AB device). These General Terms do not regulate the terms of purchase and sale (and general relationship) of the Gridora Energy AB device.
- **Controller**: A communication and control device to which other devices such as solar inverters, energy storage units, heat pumps, heating and cooling systems, electric vehicle charging stations, and electricity meters connect.
- **Gateway:** a communication device that converts a serial RS485 signal to internet TCP/IP or measures an approximation of electricity consumption.
- **Converter**: A device that converts an electrical signal from one form to another.
- **Personal Data**: All data relating to an identified person, as defined by law.
- **Registration**: The initial entry of required User data into Gridora Energy AB system to use Gridora Energy AB services.
- **Agreed Billing Power** means the predetermined billing power of the system user (i.e., the User), determined by their electricity operator;
- **Gridora Energy AB service** is a digital service that (via the installed Gridora Energy AB device) assists and enables (but does not execute) the control and/or management of electricity consumption or production and feed-in, which the User's appliances and devices consume or produce for their operation (e.g., solar power plant, electricity storage unit, electric vehicle charging station, heat pump, and other production elements or electricity consumers that allow connection with the Gridora Energy AB device and can be controlled and/or managed by it). The detailed content of the Gridora Energy AB service depends on the selected subscription package. In the case of AI Energy Manager, the Gridora Energy AB service also calculates and sends control setpoints automatically, as described in Article 8.
- **Excess Billing Power** means the measured consumption power above the Agreed Billing Power;
- **User Account** is created after the User's successful registration in the Provider's information system (accessible at app. Gridora Energy AB.eu) and is a collection of the User's entered data and other entered information related to the use of the Gridora Energy AB device and the Gridora Energy AB service.
- **Subscription Fee** is the amount that the User pays monthly to the Provider for providing access to one or more Gridora Energy AB services.
- **AI Energy Manager** ("AI EM") is an optional Gridora Energy AB service that forecasts energy flows at a location and, using electricity prices, automatically calculates control setpoints for the Included Devices. Its goal is to help the User reduce energy costs and increase energy-related earnings.
- **Included Devices** are the devices at the location that the User has chosen to include in AI EM, for example a battery storage unit, solar power plant, electric vehicle charging station or heat pump.
- **Strategy Parameters** are all settings that AI EM uses, including location data, price lists, grid limits, device limits, minimum earning per kWh and capacity reserves.
- **External Data** is data that Provider receives from third parties or from the User, including weather forecasts, market electricity prices, tariff and network fee data, and data from third-party devices and systems.
- **Offer** is a written offer, quotation or order confirmation for Gridora Energy AB services.
- **Price List** is the Gridora Energy AB price list in force at the time of the Offer, including subscription prices.

3. Description of the Service

Gridora Energy AB is an energy management system that connects solar plants, energy storage systems, heat pumps, and electric vehicle charging stations, providing control over electricity production and consumption. Gridora Energy AB system is designed to help you optimise energy usage, increase self-sufficiency and reduce electricity costs. Results depend on the factors described in Articles 7 and 8.

System Components:

- **Gridora Energy AB Controller**: Manages energy consumption and adjusts grid consumption using advanced algorithms
- **Gridora Energy AB Gateway**: Enables the connection of additional devices and remote control via relay output contacts and, in the case of using current-measuring sensors, measures the approximation of electricity consumption.
- **Gridora Energy AB Converters**: Enable wireless or wired conversion of electrical signals, primarily used for capturing consumption data from electricity meters.
- **Gridora Energy AB Apps**: Mobile and web applications that facilitate service implementation and secure data storage in compliance with GDPR.
- **Gridora Energy AB Service**: A complete software service for optimizing electricity production and usage.
- **Gridora Energy AB AI Energy Manager**: Forecasts consumption and production, uses the User's price lists, and calculates control setpoints for the Included Devices as necessary and as allowed by the User's energy supply contract. The Gridora Energy AB Controller executes the setpoints locally in real time.

4. Registration and Access to the System

To use Gridora Energy AB system, you need to register an account. By registering the User's User Account for the use of Gridora Energy AB services, a subscription relationship is established between the Provider and the User, which represents a contractual relationship between the Provider and the User in accordance with these General Terms.

Users are responsible for keeping their login information confidential and must not allow unauthorized access to their accounts. Provider is not liable for unauthorized use of the account. In case of suspected misuse, Provider must be notified immediately.

Before registering the User Account, the User was informed of all information relating to the conclusion of the subscription relationship. The form by which the User was acquainted with the relevant information is an integral part of these General Terms.

The User registers the User Account on the website app. Gridora Energy AB.eu. Before completing the registration, the User must explicitly confirm their agreement with these General Terms and the processing of personal data provided to the Provider. After registration, the User receives a confirmation email, thereby concluding the subscription relationship.

A subscription relationship for a Gridora Energy AB service, including AI Energy Manager, is also concluded when the User accepts an Offer. Acceptance means signing the Offer, confirming it in writing or by e-mail, placing a purchase order, or activating the service. By accepting an Offer, the User accepts these Terms.

Before the User accepts an Offer, Provider makes these Terms and the Price List available to the User. The Offer names the Gridora Energy AB company that sells the service to the User.

If an Offer and these Terms conflict, the Offer prevails on price, scope and duration. Articles 8 and 11 can be changed only in a written agreement signed by an authorised representative of Provider.

The User guarantees that all provided information is accurate, complete, and valid. By registering, the User confirms their legal capacity to use the service and their familiarity with these Terms.

The User undertakes to protect his account from unauthorized access and not to share it with others. The User is responsible for any actions taken through their account. Provider is not liable for any damages resulting from unauthorized use or abuse of the account.

Provider will send all notifications to the e-mail address provided during registration, optionally also via a mobile application.

If the User wishes to terminate their User Account, they may do so by sending a written notice to the Provider's business address or the Provider's e-mail address info@gridora.se. In the request for termination of the User Account, the User must provide his/her username and other personal data necessary for the identification of the User Account. On the basis of the received request, the Provider deletes the User Account on the last day of the month in which the User sent the request for deletion, if the User sent the request no later than 5 working days before the end of the month, otherwise on the last day of the month that follows. The provider also charges all liabilities that the user would have for this month. The User shall be notified of the termination of the account and other obligations by e-mail to the address provided by the User when registering the User Account. With the termination of the User Account, the User's ability to access the services and the Gridora Energy AB information system also ceases. The provisions of this Article are without prejudice to the provisions of these General Terms and Conditions governing the termination of the subscription relationship.

5. Gridora Energy AB services and subscription

Gridora Energy AB services will be provided to the User only on the basis of a free or paid subscription relationship for the provision of Gridora Energy AB digital services.

A subscription relationship can be concluded for a definite or indefinite period of time and may have a minimum duration of the subscription relationship. For the purpose of concluding a subscription relationship, the User must provide the Provider with the data necessary for the provision of the Gridora Energy AB service (such as personal data and data required to pay for the Gridora Energy AB service or the Subscription).

The condition for concluding a subscription relationship is that the User chooses at least one of the possible subscription packages regarding the implementation of the Gridora Energy AB service offered by the Provider. Before concluding a subscription relationship for a particular package, the Provider shall inform the User of all the necessary information necessary for an informed selection of the subscription package. The information necessary for an informed choice of subscription plan is available on www. Gridora Energy AB.eu. The selection of the package is made by the User via the website app. Gridora Energy AB.eu when registering a user account. A subsequent change of the subscription package is made by the User via the app. Gridora Energy AB.eu website, which also contains the terms and instructions for changing subscription packages. After the change of the subscription plan, the user receives a confirmation e-mail to the e-mail address, which changes the selected subscription plan.

AI Energy Manager subscription. AI Energy Manager is provided against the Subscription Fee defined in the Price List or the Offer. The Subscription Fee is payable from the activation date of AI Energy Manager, or from the end of a free or reduced-price period under this Article, and is invoiced as stated in the Offer. Where Provider offers price prediction, it is free of charge or for an additional fee as stated in the Price List or the Offer.

Free and promotional use. Provider may, at its discretion, offer AI Energy Manager or other Gridora Energy AB services free of charge or at a reduced price, for promotion, testing, a pilot or any other purpose, to any User or group of Users, for a limited or open period. These Terms, including Articles 7, 8 and 11, apply in full during that period. A free or reduced-price period does not change the Price List, does not create a right to future free or reduced-price use, and does not waive the Subscription Fee for the time after the period ends.

Where the period has an end date, Provider informs the User of the end date and of the Subscription Fee that applies afterwards at least 14 days before the period ends. Where the period is open, Provider may end it with 14 days' notice. The User may end the subscription before the period ends without charge.

Fee not linked to results. The Subscription Fee is payable for access to and operation of the service. It is not linked to savings, earnings or any other result. It is not reduced or refunded because results are lower than the User expected. Article 10 applies to fee reductions for service interruptions caused by Provider, and mandatory consumer rights remain unaffected.

6. Data Collection and Privacy

As the service provider, Provider uses advanced technologies for secure data storage and protection in compliance with GDPR. By using the system, you consent to the collection and processing of your data, such as consumption and production data, for optimization and analysis purposes.

Data processing purposes include:

- remote access to measurement data of connected devices,
- storage of measurement data for visualization, optimization, and energy consumption and production adjustments,
- controller location to automatically select the region and determine day-ahead electricity prices.
- optimization of energy consumption,
- adjustments to electricity consumption based on market prices for the day ahead or other requests,
- analysis of consumption patterns to reduce costs.

Data is collected:

- continuously in real time or near real time: data from grid meter and other devices connected to Gridora Energy AB device (solar, battery, EV charger and others). This data includes (but is not limited to): power, energy, voltage, current, setpoints, device statuses, device operating modes and device fault/error notifications is collected in 1 second interval and stored locally on Gridora Energy AB device. Same data, but aggregated to 1 minute and 15 minute time intervals, is also stored in Gridora Energy AB cloud (EU-based) for purpose of calculation, analyse, forecasting, reporting and displaying to end user (via Mobile app or webpage);
- once or occasionally (when user changes it): user data such as (but is not limited to) data entered in user account registration process, such as (but is not limited to) e-mail, physical (street address or GPS coordinates) of Gridora Energy AB device, name, connected devices, ID of Gridora Energy AB device. This data is stored locally on Gridora Energy AB device and in Gridora Energy AB Cloud.

Provider does not forward the collected data to third parties, unless this is necessary for the performance of services (for example, but not limited to physical location to obtain weather forecast), or it is regulated (for example, but not limited to data requested by grid operator as prescribed in relevant regulations) or by law.

Remote access and technical support

For the purposes of providing the Gridora Energy AB services, technical support, diagnostics, troubleshooting, maintenance, security, software updates and resolving errors, the Provider may remotely access the Gridora Energy AB device and its configuration through secure communication channels. Such access shall be limited to what is reasonably necessary for the relevant purpose and shall be performed in accordance with applicable data protection and security requirements.

Where remote access may result in changes to the configuration or operation of the Gridora Energy AB device or connected devices, the Provider may implement such changes where reasonably necessary to improve the quality, reliability, performance, security, or functionality of the Gridora Energy AB service. The Provider shall limit such changes to those reasonably required for these purposes and shall take appropriate measures to avoid unnecessary disruption to the User's system.

For details on how this access and any related personal data are processed, see the Gridora Energy AB Privacy Policy.

Data deletion

The User has the right to request the deletion of his personal data processed by Provider in accordance with the General Data Protection Regulation (GDPR). To exercise this right, the User must send a request to the official Provider support contact. Provider will delete all necessary data in accordance with legal regulations, except for those that it must keep due to legal obligations or justified business needs.

Also see Gridora Energy AB Privacy Policy: https://support. Gridora Energy AB.eu/hc/articles/29034106277009

7. Using Gridora Energy AB Devices and Services

In order to use the Gridora Energy AB service, the User must have a working Gridora Energy AB device installed, which must be constantly connected to the Internet and the online part of the Gridora Energy AB service with a functioning, stable and powerful connection, as well as to compatible devices or appliances that it helps to control or regulate the production or consumption of electricity. The User must also ensure that the devices or appliances that he wants to connect to the Gridora Energy AB device or include in the Gridora Energy AB service have the appropriate technical characteristics on the basis of which such connection and inclusion is possible (i.e. compatibility).

The User must ensure that the Gridora Energy AB device is regularly updated with all software updates, of which the User will be informed in a timely manner by the Provider. The provider is not responsible for the consequences that would arise from the non-operation or incorrect operation of the Gridora Energy AB device or service, which occurs due to errors in computer or other connections or due to the outdated software of the Gridora Energy AB device.

The user must use the Gridora Energy AB device in accordance with the manufacturer's instructions and the instructions and recommendations of the supplier.

The user can access Gridora Energy AB services through the Gridora Energy AB application or the app. Gridora Energy AB.eu website.

The user must have the operation of the Gridora Energy AB device and the Gridora Energy AB service under constant active control. The Gridora Energy AB service (together with the Gridora Energy AB device) is not autonomous and, under the active control of the User, only helps to control or manage compatible devices and appliances. The Provider is not responsible for the consequences and damages that would arise as a result of improper or uncontrolled use or misuse of the Gridora Energy AB service (or the Gridora Energy AB device in this regard), as well as in the event of unauthorized use of the Gridora Energy AB service (or the Gridora Energy AB device in this regard) by third parties.

When installing the Gridora Energy AB device, the User, together with the Supplier, will determine or select the settings or strategies of the device's operation, with which the Provider must be familiar for the proper implementation of Gridora Energy AB services, before the start of the implementation of Gridora Energy AB services.

- For the proper implementation of Gridora Energy AB services, the User may not change or in any way interfere with the settings and operating strategies of the Gridora Energy AB device, which he communicated to the Provider before the start of the implementation of Gridora Energy AB services. In the event that the User acts contrary to this provision, the Provider shall not be liable for any damage that occurs or could occur as a result of such interference by the User with the Gridora Energy AB device.
- The user can request modification or change of settings or strategies of operation of the Gridora Energy AB device via e-mail (info@gridora.se). The Provider will notify the User of the approval or rejection of the request via e-mail within 5 working days at the latest.

The more detailed content of the Gridora Energy AB service will depend on the subscription package chosen by the User.

The Provider may change the Gridora Energy AB digital service at any time if it is necessary to improve the stability of the service, user experience, adding new functionalities or functional or security elements, and in all other cases where such a change is in the benefit of the User.

By concluding a subscription relationship for Gridora Energy AB services, the User expressly confirms that he is aware that:

- must actively monitor the operation of the Gridora Energy AB service at all times;
- the Gridora Energy AB service is not fully autonomous and does not provide fully autonomous control of all connected or indirectly measured electrical devices at the measuring point without the User's active control;
- the Gridora Energy AB service, under the active control of the User, only helps to control or manage compatible devices and appliances;
- The Gridora Energy AB Provider or Service does not provide the function of fully automatic regulation and/or control of electricity consumption or production up to a certain maximum power or up to the Agreed Billing Power) and does not provide (and cannot provide) fully automatic prevention of the occurrence of Excess Billing Power. The User may use the Gridora Energy AB device and Gridora Energy AB services for this purpose only as an assistance system under the active supervision of the User and solely at their own responsibility and risk;
- in no case shall the Provider be liable for the operation of the Gridora Energy AB service and the Gridora Energy AB device for this purpose and shall not be liable for any network fee for the Excess Billing Power or for any damage that would arise due to or in connection with the use of the Gridora Energy AB service and the Gridora Energy AB device for this purpose, in particular not for any penalties, fees, sanctions or other charges related to the Excess Billing Power;
- the user must be willing to take over the management of their devices and appliances (even those that are not connected to the Gridora Energy AB device and included in the Gridora Energy AB service due to incompatibility or for other reasons), either through the Gridora Energy AB system or manually;
- the use of the Gridora Energy AB service does not relieve the user of responsibility for prudent control and management of all its devices and appliances and the regulation of consumption or production of electricity up to a certain maximum power or up to the Agreed Billing Power in order to avoid the occurrence of Excess Billing Power;
- the provider or the Gridora Energy AB service also does not guarantee (and cannot guarantee) that devices controlled with the help of the Gridora Energy AB service will achieve manually or in any other way set and/or signaled parameters or goals;
- that in the case of manual control of individual devices via the Gridora Energy AB service, the achievement of the desired parameters of device operation is not guaranteed;
- that errors may occur in the provision of Gridora Energy AB services that result in deviations from the operation of either the software on the basis of which the Provider provides the Gridora Energy AB service or the Gridora Energy AB device.

By concluding a subscription relationship, the user expressly confirms that prior to concluding a subscription relationship, he or she was briefed in a clear, understandable and unambiguous manner on the operation and risks involved in the use of the device, software and the provision of Gridora Energy AB services, and that he or she was clearly, comprehensibly and unambiguously explained how the device and the Gridora Energy AB service work. The User confirms that it has been explained to him and reason that in the case of device control (whether manual or otherwise), the achievement of the desired parameters by the devices is not guaranteed, that due to various external factors they may deviate from the expected and that the flawless functionality or operation of the Gridora Energy AB software or service is not guaranteed. The User also confirms that he/she has been clearly, comprehensibly and unambiguously informed of the risks arising from the uncontrolled use of the Gridora Energy AB device or Gridora Energy AB services, from possible malfunctions in operation or from other circumstances, and in particular has been warned that even when using the Gridora Energy AB device and the Gridora Energy AB service, the User may incur (undesirable) Excess Billing Power or that the consumption power may exceed the Agreed Billing Power, and that he understands and accepts these risks.

Where the User has activated AI Energy Manager, the statements in this Article that the Gridora Energy AB service is not autonomous apply with one exception: AI Energy Manager automatically sends control setpoints to the Included Devices within the Strategy Parameters, as described in Article 8. The User's duty to monitor the system, the provisions on Excess Billing Power, the provisions on settings and operating strategies, and all other provisions of this Article continue to apply.

8. AI Energy Manager

8.1 Purpose

AI Energy Manager helps the User lower energy costs and increase energy-related earnings. It decides when the Included Devices charge, discharge, consume, store or export energy, based on forecasts, electricity prices and the User's Strategy Parameters.

8.2 How AI Energy Manager works

1. Provider forecasts consumption and production from historical measurements, weather forecasts, time of day, day of week and other External Data.
2. AI EM uses the price list that the User defines in Gridora Energy AB Cloud, including dynamic prices connected to energy markets. The User must set up the price list correctly. Where Provider offers this option, free of charge or for an additional fee as stated in the Price List or the Offer, AI EM can also predict electricity prices for one or more days ahead, before the day-ahead prices are published.
3. AI EM recalculates the optimisation as necessary and as allowed by the User's energy supply contract, and sends the result as setpoints to the Gridora Energy AB Controller. The Controller executes the setpoints locally in real time.
4. AI EM uses self-learning models. Provider may update, replace or retrain models, algorithms and parameters at any time to improve the service. The behaviour of AI EM can therefore change over time and can differ between locations.
5. AI EM controls the Included Devices. Devices that the User excludes keep running under their own control logic.
6. AI EM runs in Gridora Energy AB Cloud and is independent of the Gridora Energy AB Controller. The Controller receives the setpoints and executes them locally. A failure, disconnection, restart or malfunction of the Controller, of an Included Device, of a meter or of the internet connection is not a failure of AI EM. AI EM is available when Gridora Energy AB Cloud calculates the forecasts and setpoints and makes them available to the Controller. Where the Gridora Energy AB Controller is faulty under the warranty, Provider replaces or repairs it under the applicable warranty terms. Provider is not liable for savings, earnings or other benefits that the User does not obtain while the Controller is not working.

8.3 What the User provides

The User is responsible for the following throughout the subscription.

1. **Working devices.** All Included Devices, the Gridora Energy AB Controller, meters and connections are installed correctly, powered, compatible, maintained, updated and functioning, and follow control signals. The Controller is online and connected to Gridora Energy AB Cloud through a stable internet connection. AI EM cannot reach its goal where the Controller is offline or a device does not work or does not follow control signals.
2. **Correct Strategy Parameters.** Location, region, country, time zone and currency; price lists, including supplier prices, network fees, taxes and feed-in prices; grid limits, fuse limits and agreed power; device capacity and power limits; minimum earning per kWh; capacity reserves. Provider does not verify them. Incorrect or outdated price lists, including dynamic price connections, lead to incorrect decisions. The User updates the Strategy Parameters when tariffs, contracts, devices or conditions change.
3. **Historical data.** AI EM needs at least 14 days of historical measurements from the location for reliable forecasts. Until then AI EM works with reduced functionality, for example in arbitrage or self-consumption mode only.
4. **Changes at the location.** The User informs Provider without delay of changes that affect forecasts, including new, replaced or removed devices, changes of battery or solar capacity, changes in operation or occupancy, planned shutdowns and tariff changes.
5. **Permissions.** The User has the right to control the Included Devices. The User ensures that AI EM operation, including charging from and discharging to the grid, is allowed under the grid connection agreement, the electricity supply contract, the device manufacturers' warranty terms, any lease, financing or insurance conditions, and the law.
6. **Monitoring.** The User regularly reviews data, alarms and notifications in the Gridora Energy AB app and Gridora Energy AB Cloud, and acts on them.
7. **Subscription.** The User keeps the AI EM subscription active and pays the Subscription Fee.

8.4 AI EM operation and results

1. Provider provides AI EM with the care of a professional service provider. Provider does not guarantee, warrant or promise any specific savings, earnings, return, payback period, reduction of energy cost, level of self-sufficiency, peak reduction or other result.
2. Provider does not guarantee that results with AI EM will be higher than results without AI EM, with another strategy or with another provider's product.
3. Results depend on factors that Provider does not control, including electricity market prices and price spreads, tariffs and network fees, regulation, weather, consumption and production patterns, the size, condition, efficiency and ageing of devices, grid constraints and the quality of External Data.
4. Figures, examples, simulations, calculators, case studies and estimated savings that appear in marketing material, Gridora Energy AB apps, Gridora Energy AB Cloud, Offers or statements by installers or sales partners are illustrations. They are based on historical data and assumptions and do not commit Provider to any result. Savings and earnings shown in Gridora Energy AB apps are estimates; invoices from the supplier and the grid operator prevail.
5. AI EM decides under uncertainty with the information available at the time. A decision is not a defect because another decision would have given a better result in hindsight. Comparisons with an outcome that assumes perfect knowledge of future prices, weather or consumption do not measure the performance of AI EM.
6. The Subscription Fee pays for access to and operation of AI EM, including the continuous calculation of forecasts and setpoints in Gridora Energy AB Cloud and the ongoing improvement of the models. The Subscription Fee remains payable while AI EM is available, also when the Controller or a device does not work and AI EM therefore cannot achieve a result. Support is provided under the support package or SLA that the User has selected.

8.5 Forecasts and External Data

1. Forecasts, including price predictions, are estimates. They are never fully accurate and are updated continuously. Forecasts, planned schedules and charts shown in Gridora Energy AB apps are indicative and do not commit Provider to any result.
2. AI EM depends on External Data, including weather forecasts, market electricity prices, data from grid operators and device manufacturers, and telecommunication and cloud services. Provider does not control External Data and is not responsible for its accuracy, timeliness or availability. If External Data is missing, late or incorrect, AI EM can produce less accurate forecasts, switch to the default optimisation mode configured by the User, or run with reduced functionality.
3. Provider predicts the User's baseload and typical consumption and production from historical patterns. Usage or production that deviates from the historical pattern is not taken into account and cannot be predicted. Examples are one-off or unusual loads, holidays, shutdowns, equipment faults, curtailment by the grid operator, power outages, extreme weather, changes in operation or occupancy, and newly connected devices. AI EM needs time to adapt to such changes, and results can be lower in the meantime.
4. Provider is not responsible for changes in electricity prices, price volatility, negative prices or changes in market rules.

8.6 Device limits, grid limits and battery

1. AI EM controls devices only to the extent that they follow control signals. Some devices cannot be curtailed, do not follow setpoints, or are coupled, as is common in hybrid inverters. The protection functions of devices, for example battery management systems and inverter protection, always have priority over AI EM.
2. AI EM is not a safety or protection system. It does not replace protective devices, fuses or any equipment that the grid connection or the law requires.
3. AI EM aims to keep import and export within the grid limits set by the User. It does not guarantee that limits, the Agreed Billing Power or other connection limits are never exceeded. Article 7 on Excess Billing Power applies to AI EM in full.
4. AI EM can increase the number of charge and discharge cycles of a battery. The User sets the Strategy Parameters, including the minimum earning per kWh, in line with the battery manufacturer's warranty and operating conditions. The optimiser uses estimates for battery efficiency and degradation cost. Provider is not responsible for battery degradation, loss of capacity, shortened battery life or loss of the manufacturer's warranty.
5. If AI EM cannot reach its goal because grid limits are too restrictive, the system falls back to the default optimisation mode configured by the User.

8.7 Other control systems and changes by the User

1. The User may change Strategy Parameters, switch AI EM off or control devices manually. The User is responsible for the effect on results. Article 7 on changes to settings and operating strategies applies.
2. If another system also controls an Included Device, for example an installer's system, a device manufacturer's app, or a control signal from a supplier or grid operator, the systems can conflict. Provider is not responsible for results in that case.

8.8 Changes, availability and suspension

1. Provider may change, improve or replace AI EM and its features under Article 7. Provider does not guarantee uninterrupted availability. Article 10 applies to interruptions caused by Provider.
2. Provider may suspend AI EM if the conditions of this Article are not met, if the Subscription Fee remains unpaid after a reminder, in case of misuse, or where this is needed for the safety or security of devices or the grid.
3. The User may terminate the AI EM subscription by notice to info@gridora.se under Article 4, subject to any minimum duration stated in the Offer.

8.9 Data

Provider processes consumption, production, device, location and price data to provide AI EM, as described in Article 6 and the Gridora Energy AB Privacy Policy. Provider shares the device location with weather data providers to obtain forecasts. Provider may use aggregated or anonymised data to improve forecasting and optimisation models.

8.10 Liability

1. Article 11 applies. In addition, Provider is not liable for: results lower than expected; inaccurate forecasts, including price predictions, or External Data; incorrect or outdated Strategy Parameters or price lists; failure, disconnection or malfunction of the Controller or of devices, including when they do not receive or execute setpoints; control by other systems; battery degradation as described in 8.6; penalties, grid fees, imbalance charges or supplier charges.
2. To the extent permitted by law, the total liability of all Providers together in connection with AI EM is limited to the Subscription Fees that the User paid for AI EM in the twelve months before the event that caused the damage.
3. Nothing in these Terms limits liability for intent or gross negligence, liability for death or personal injury, or any right that the User has under mandatory law, including consumer protection law.

8.11 Statements by third parties

No statement by an installer, distributor, reseller, sales representative or marketing material binds Provider unless Provider confirms it in a written Offer signed by an authorised representative of Provider. To the extent permitted by law, the User confirms that the User has not relied on any other statement about savings or earnings.

8.12 Priority and promotional use

If this Article conflicts with Article 7 or Article 11 on AI EM, this Article prevails. These Terms apply in the same way during free, test, pilot or promotional use.

9. User Responsibilities

Gridora Energy AB system Users commit to:

- use the system in accordance with the law and these Terms,
- avoid interfering with or disrupting the service, including servers and/or networks associated with the service,
- use the Gridora Energy AB device and services (as a good master, conscientiously, honestly and without abuse, and not make them available or for use by third parties,
- use the Gridora Energy AB device and services only for the purposes and in the manner specified in these General Terms and Conditions, within the framework of a subscription relationship, strictly following the instructions of the Provider's staff,
- have the operation of the Gridora Energy AB device and services under constant active control and to manage its appliances and appliances prudently, including those which, due to incompatibilities or for other reasons, are not connected to the Gridora Energy AB device and included in the Gridora Energy AB service,
- immediately notify the Provider of any disruptions, interruptions or damage related to the device or the provision of Gridora Energy AB services that it detects,
- inform the Provider on an ongoing and timely basis of all circumstances and changes in data that could affect the implementation and billing of the Gridora Energy AB service,
- in accordance with these General Terms and Conditions and the subscription relationship between the Provider and the User, pay for all services or goods supplied,
- protect their login data,
- comply with all applicable laws, regulations, and industry standards related to the service,
- allow access to their devices only in a way compatible with Gridora Energy AB specifications.

Any unauthorized interference with the functionality of the system is prohibited.

The User may not perform any reverse engineering of the Service, software code, algorithms and/or devices.

10. Providers Responsibilities and Obligations

The provider will:

- provide access to the Gridora Energy AB service to a user who meets all the requirements set out in these General Terms and Conditions in accordance with the concluded subscription relationship;
- provide users with assistance in using Gridora Energy AB services through the customer service service;
- to the User's complaints or objections related to the Gridora Energy AB service and its billing, no later than seven (7) working days.

The Provider is not responsible for non-compliance with the obligations arising from the concluded subscription relationship or these General Terms and Conditions, or for the consequences of difficult and/or disabled access to Gridora Energy AB services or non-operation of the Gridora Energy AB device, when these are the result of objective reasons beyond the Provider's control or the result of force majeure.

The Provider reserves the right to terminate access to the Gridora Energy AB service during maintenance, updates or elimination of critical errors in the Provider's software. Except in exceptional cases, the Provider will notify the User of such planned interventions at least three (3) working days before such intervention. In the event of temporary non-operation of Gridora Energy AB services for reasons on the part of the Provider and, consequently, the User's inability to access Gridora Energy AB services, the User has the right to request a proportional reduction in the amount of the Subscription for the billing period in which such interruption occurred. In such a case, the reduction of the amount of the Subscription is made on the basis of the User's explicit request, which is submitted in writing to the Provider through the customer support service or to the Provider's business address. The Provider may refund the amount of the overpaid Subscription either in the form of a credit that will be taken into account by the User in the next billing period or in the form of a direct refund of the amount by transfer to the User's account.

11. Limitation of Liability

Provider is not liable for any direct or indirect damages resulting from the use or inability to use the system, including but not limited to loss of profit, goodwill, data, or other tangible or intangible losses arising from:

- incorrect operation, use, or inability to use the service,
- changes in electricity prices in the market,
- unauthorized access to User data,
- the results, forecasts, External Data and operation of AI Energy Manager, as described in Article 8,
- any other issues related to the service and/or website.

Provider does not guarantee uninterrupted access to the service and/or website and is not liable for any malfunctions beyond its control, including but not limited to internet outages, equipment failures, or power outages.

The Provider is not liable for malfunctions in the operation of the Gridora Energy AB device and service due to causes beyond the Provider's control or beyond reasonable control, including (but not limited to) the following:

- errors in device or service software;
- problems with the network, servers, etc.;
- problems in the User's home network or any technical inadequacy or non-compliance of these User's devices or appliances;
- unauthorized modifications or changes to settings or operating strategies;
- untimely updates of the Gridora Energy AB device by the User.

To provide services, Provider uses publicly available and partner services, which are not under the control of Provider, and assumes no responsibility for them and for the validity of the data. Also, Gridora Energy AB enables connection with third-party devices and systems, but is not responsible for the operation of third-party devices that are not under Gridora Energy AB's control, and for any damages that may occur as a result of such connections. The user accepts that Provider will not be liable for any damages or loss caused by the use of the system.

To the fullest extent permitted by law, Provider and its partners and employees are not liable for any indirect damages, loss of profit, data, or usage arising from the use of the service or website. The user agrees to indemnify Provider and its employees against any claims or expenses, including attorney fees, that may result from the use of the service or a violation of these Terms.

Provider is not responsible for delays or non-fulfillment of obligations due to circumstances beyond its control ("force majeure"), including natural disasters, fires, floods, epidemics, wars, terrorist attacks, strikes, disruptions in telecommunications networks or third-party services, or other unforeseen events that Provider could not prevent. In the case of force majeure, the fulfillment of obligations is suspended for the duration of the force majeure circumstances, and Provider will try its best to minimize the impact of these events on users.

12. Intellectual Property

The devices, service, web and mobile applications, website, and their content, including but not limited to text, images, software, and other materials, are the exclusive property of Provider and its licensors. Reproduction, distribution, or modification of any part of Gridora Energy AB system without prior written consent from Provider is not allowed.

13. Changes to Terms

Provider reserves the right to unilaterally modify these Terms at any time. Users will be notified of any significant changes on the website, and continued use of the system after these changes indicates acceptance of the updated Terms.

Any changes to these General Terms and Conditions will be publicly available on the Provider's website www. Gridora Energy AB.eu no later than thirty (30) days before the entry into force of these changes to the General Terms and Conditions, and Users will also be notified of this by e-mail at the e-mail address specified in the subscription relationship.

In the event of non-acceptance of changes to the General Terms and Conditions, the User may withdraw from the contractual relationship by means of a written statement sent to the Provider's business address or by e-mail to the info@gridora.se.

It is considered that the User has expressly agreed to the amendment of the General Terms and Conditions, provided that he has not provided the statement of withdrawal referred to in the previous paragraph and has continued to use the Gridora Energy AB services after the entry into force of these changes without objecting to these changes.

Provider may change the Price List. A change applies to an existing subscription relationship no earlier than thirty (30) days after Provider notifies the User by e-mail. The User may terminate the subscription relationship before the change takes effect. If the User does not terminate and continues to use the service, the User accepts the change.

14. Jurisdiction and Dispute Resolution

These conditions are implemented and interpreted in accordance with the applicable Slovenian legislation. Provider and the User shall resolve all disputes arising from these general conditions by a mutual agreement. If that is not possible, the court in Ljubljana with proper jurisdiction over the subject matter shall be deemed competent.

15. Final Provisions

If any provision of these Terms becomes invalid, it does not affect other provisions. Provider may temporarily or permanently disable a User's access to the service at any time and without notice, especially in case of violation of the Terms.

Terms of use may change in accordance with legal regulations and Provider's business policy.

These General Terms and Conditions shall be implemented and interpreted in accordance with the laws of the Republic of Slovenia, whereby the application of the provisions of private international law or any conflict-of-law provisions is expressly excluded.

For the avoidance of doubt, it is considered that the law of the Republic of Slovenia, in particular the provisions of the applicable Code of Obligations and the Consumer Protection Act, applies to any situation not provided for in these General Terms and Conditions or in the subscription relationship.

In the event of a dispute, the court in whose jurisdiction the User has permanent or temporary residence shall have jurisdiction over the action brought by the User, in addition to the court of general jurisdiction. In the event that a lawsuit is filed against the User by the Provider, the court in whose territory the User has permanent or temporary residence shall have jurisdiction.

Agreement: By using the Gridora Energy AB system, you agree to these Terms.