

Customer T&C's

Terms and Conditions

At MKL Innovation – we could spend hours writing a complex and confusing Terms and Conditions document to protect ourselves, but that’s not our style. We’d rather focus time on improving our products and services, to avoid problems up front; so that you don’t have to see this document again after this first review. Honesty and trust are two of our core values. We want you to understand exactly what you are agreeing to when you enter into a partnership with us, so we are writing our Terms and Conditions as clearly and with as much transparency as we can.

Contents

MKL Innovation – Our Partnership with you	1
Providing you with our services	1
Content and data.....	2
Payments	3
How to contact us.....	3
How to make a complaint	3
If we need to make changes to this agreement.....	3
Closing your account.....	4
Acceptance of this agreement.....	4
Signatures	4

MKL Innovation – Our Partnership with you

These legal terms (English law applies) are between you and MKL Innovation Ltd. (MKL Innovation/us/we) and you agree to them by using the MKL Innovation products and services. This agreement can’t be transferred outside of you and us.

We are an official distributor for Best (BEST Energy Saving Technology Ltd) and an official reseller for IoT.nxt Europe BV. BEST are our supplier of Eniscope Energy Management System and sensors. IoT.nxt are our supplier for the Internet of Things platform.

The above solutions are good examples of those covered by this document (but not inclusive, as we are a fast moving and innovative company).

You should read this document along with our Data Privacy Document – though the quick points to note are that; MKL Innovation will never share your data with anyone that we shouldn’t, and we ask that you update us of any important changes to your contact, payment and address information (particularly important when it comes to sending out our team to support you).

Providing you with our services

We will always do our best to send out our team, at a time convenient to you, and to meet any last minute requests or changes to the best of our ability. Our team often have to stay overnight, away from their families or drive the length of the country to meet you, so please give us as much notice as possible. There

T&C's – MKL Innovation – Services including Eniscope & IoT platform

may be times when we need to access our equipment, if this happens, we'll contact you as soon as we can.

Please note that there will be times beyond our control, when our team cannot get to you, such as heavy snow or horrible weather. We'll always do our very best without putting our team in harm's way, and if we think we will be late or have to reschedule, we'll call you as soon as we can.

To use our services, you'll need access to the internet. Please be aware that we will not be able to help you with any service problems with your internet access or your own equipment. The service is not designed or licenced to be used in dangerous environments (such as air traffic control or life support), though we will talk all this through with you when we bring you on-board with us.

We will always try our hardest to have our service up and running, though on the rare occasion, that it is not, we will contact you as quickly as we can. To support this, occasionally we may need to log off users who are inactive for an extended period of time.

We can't be held responsible for any impact to service, but you have our promise that we will do everything in our power to restore peace and harmony, as quickly as we can.

We are fully insured to install equipment on commercial premises; we will take care and consideration as we complete installation or maintenance. Our equipment is valuable to us, just as yours is. It's an obvious point to make, but when we install our equipment with you, it remains our equipment and is owned by us. We ask that you do not allow anyone on your premises to tamper with our hardware or software in any way, as this will cause future problems for both you and us, affecting the service you receive, and we may have to charge for damages. As you would expect, the website, software and trademarks are all protected by copyright laws.

If you would like to change or upgrade any part of our services to you, please call us, remembering that these changes may need a repeat (payable visit) or a change to subscription costs. We may need to change or modify the features we provide you at times, normally these will be enhancements. Changes won't always be in our control, though we will let you know as soon as we possibly can, of any that may affect you.

Content and data

When we first register your account, we will ask for the information needed to provide you with the optimum product and services. We will start your registration with your email address. We will need to collect accurate info to give you the most meaningful management data. Once you're registered, you'll then be able to place orders with us.

You will be able to enter information into the system, this gives you better autonomy. Please be aware that you are fully responsible for your account and all of the information that you enter, and we can't guarantee how appropriate or accurate the data is that clients enter, because we don't pre-screen. If we see data that makes us or our clients uncomfortable, then we may remove it. For this reason, please do not enter any data that could be unlawful, affect someone's privacy, cause damage to our systems or that could cause offence. It is important not to share login details with others, and to log out of your account at the end of each session. If you believe that someone else has your username or password, please let us know straight away.

Sometimes we will use fully anonymised data for good reason, for example for research or for sharing

T&C's – MKL Innovation – Services including Eniscope & IoT platform

energy consumption or IoT trends with our clients.

Data use is limited by a fair use policy. For EMS, to keep our systems up and running for everyone, we may limit usage if a client is using an excessive amount of bandwidth. The maximum average upload is limited to 512 bytes per minute from each source (such as a temperature sensor or electrical meter). Each source will have an accompanying identifier.

Data will be stored as an average over 1 minute. After 100 days, 1 minute data will show averaged over 30 minutes (and the original 1 minute data will be deleted). Stored data will be deleted 12 months after the last active source (and accompanying identifier) becomes inactive, or when the account is closed.

Payments

We will share with you a breakdown of how and when to pay us for your service. Ordering with us, shows that you accept the breakdown. If anything is unclear, please do speak to us.

Please note that we have 30 day payment terms. Please pay us using the instructions on our invoices. It is easier to be paid by direct debit. This will avoid late payments and additional fees (such as court costs or law fees for recovery). Late payments may have an additional 5% interest above the Bank of England base rate (at the time of writing these Terms, the base rate was at 0.75%) added to the total.

If there are any changes to payment methods, please let us know immediately to avoid embarrassment.

We will be as transparent as we can with any changes to prices. There will be times when our suppliers change their prices. If this means a change to you, we will let you know as soon as we can, and of course, if this sadly causes you to leave us, we will understand.

How to contact us

You can contact us through our website – www.mklinnovation.com

Email us at info@mklinnovation.com

Call us on 0113 2512010

Or write to us at: MKL Innovation Ltd, Building 3, City West Business Park, Gelderd Road, Leeds LS12 6LN

We'll contact you back as soon as we possibly can, with the best solution that we can.

How to make a complaint

We believe that most problems can be resolved quickly by talking. Wherever possible, we'll pick up the phone and talk to you, or organise a face to face meeting.

If you're still unhappy, you can refer your complaint to the NICEIC Customer services. They can be contacted on 0333 015 6625 or by emailing enquiries@niceic.com

If we need to make changes to this agreement

This agreement will always be available on our website, or drop us a line and we'll happily share this with you in the best way for you.

If we make changes to it that are clearly in your favour, we'll tell you once we've made them. Otherwise we'll give you two months' notice.

T&C's – MKL Innovation – Services including Eniscope & IoT platform

If you don't agree to these changes, you can let us know and we'll close your account. Please remember that you'll need to pay back any money that you owe us at that point.

Closing your account

To close your account, please get in touch with us. We'll be sorry to lose you. You'll need to repay any money you owe us before we can close your account, and we'll arrange to collect our hardware. Once we've closed it, please remember that you will not be able to access any data from our products or services. At this point, you can request us to delete your user content and files.

We can close your account by giving you at least two months' notice. We may close your account or stop you using our services immediately (or bring charges against you) if we believe you've:

- 1. broken the terms of this agreement**
- 2. put us in a position where we might break the law**
- 3. broken the law or attempted to break the law**
- 4. given us false information at any time**
- 5. not paid for goods or services (or if you go into insolvency and are unable to pay)**
- 6. have been abusive to anyone at MKL Innovation or a member of our team.**

Acceptance of this agreement

By accepting this agreement with us, you agree that MKL Innovation (and our Technical Partners) will not be held responsible for claims, liability, damages or costs arising by you using the service provided.

If there is anything in this agreement that is not clear, please do ask before signing, and we will be very happy to talk it through with you.

Lastly, we are really excited to be entering into a future with you, and to transforming your business through data!

A warm welcome from all of us at the MKL Innovation Team!!

MKL Innovation Ltd. Registered No. 11189373. Registered Office: MKL Innovation Ltd, Building 3, City West Business Park, Gelderd Road, Leeds LS12 6LN

<u>Signatures</u>	Mark Parker	MKL Innovation Managing Director:	
	Print: _____	Sign: _____	Date: _____
	>Client Name<	>Job title<:	
	Print: _____	Sign: _____	Date: _____