

Terms of Use

1. Introduction

1.1 The i3 website, its contents, brand's, look and feel, get-up and the services provided or accessed through the website ("Website") is owned and operated by, or on behalf of Imagination Industries Incubator Ltd (Company No 08330792) of 1 Rivergate, Temple Quay, Bristol, BS1 6ED ("i3", "us", "we " and "our").

By using our Website, or any of our partner websites, you agree to comply with and be bound by the following terms and conditions ("Terms of Use") together with our privacy policy which you can review here and any other documents referred to therein. If you do not agree to these Terms of Use, you must not use our Website.

[NOTE: Our partner or subsidiary websites may also have their own specific Privacy Policy and Terms of Use statement governing the specifics associated with the service provided.]

1.2 In these Terms, references to "you" and "your" are references to any person using or accessing (or attempting to use or access) our Website.

1.3 We may update and change our Website from time and time and we reserve the right to amend these Terms of Use from time to time. Any changes to our Terms of Use will be posted on our Website. Your continued use of our Website will constitute your acceptance of, and agreement to, any changes we make to these Terms of Use. Specific services that we offer, or make available to you, may also be governed by additional or alternative terms and conditions with us, or other third parties, which shall be made available to you.

4. Materials you provide

4.1 By submitting content on our Website or otherwise providing content, materials or information to us ("Content"), you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable and fully transferable licence to use, reproduce, display, sell, modify and edit the Content. You waive any moral rights you may have in the Content. We will not pay you any fees for the Content and reserve the right in our sole discretion to remove or edit it at any time. You confirm, warrant and represent that you have all rights necessary to grant us these rights. We will permit you to post Content on our Website in accordance with our procedures and provided that the Content is not illegal, obscene, abusive, threatening, defamatory or otherwise

objectionable to us or anyone else.

4.2 Content uploaded or provided by users of our Website have not been verified or approved by us. The views expressed by users on our Website do not represent our views or values and you agree that we have no responsibility or liability for any such views of users'.

5. Restrictions on Use

5.1 You agree not to:

5.1.1 transmit any Content designed to interrupt, damage, destroy or limit the functionality of our Website;

5.1.2 use any automated software to view our Website without consent and you agree to only access our Website manually;

5.1.3 use our Website other than for your own personal use;

5.1.4 attempt to copy our data or reverse engineer our processes or software;

5.1.5 use our Website in any manner that is illegal, immoral or harmful (including to commit or facilitate the commitment of any fraud against us or any Supplier);

5.1.6 use our Website in breach of any policy or other notice on our Website;

5.1.7 remove or alter any copyright notices that appear on our Website;

5.1.8 publish any material that may encourage a breach of any relevant laws or regulations;

5.1.9 interfere with any other user's enjoyment of our Website;

5.1.10 transmit materials protected by intellectual property rights without the permission of the owner; or

5.1.11 conduct yourself in an offensive, abusive, defamatory, hateful or harmful manner whilst using our Website.

5.2 We shall be entitled to suspend or terminate your use of our without notice to you if you commit a breach of these Terms of Use.

6. Comparison Service

6.1 Our Website offers comparisons for Energy Services (“Comparison”). In respect of the Comparison Service:

6.1.1 we strive to ensure the comparison quotes we provide through our Website are accurate and up to date, but tariffs, prices and terms of offers can change with little or no notice. As energy prices fluctuate, we are unable to guarantee you’ll be able to achieve your anticipated tariff, price or saving.

6.1.2 you will need to answer a number of questions which cover some or all of the questions needed by the Suppliers and any intermediaries they may use. The answers you give to these questions will determine the Energy Services which may be made available to you;

6.1.3 you must get permission from any other people whose details you propose to use in requesting a quote, before you provide any of their information. This applies to all information that you provide, but especially sensitive data such as health information. In submitting any other person’s details, you are confirming to us that you have their permission to do so, and that they understand how their information will be used; and

6.1.4 you should take care to answer all the questions honestly and to the best of your knowledge, as this will help the Suppliers make sure the Energy Services are best suited to your needs.

6.2 We cannot accept liability for errors made by any Supplier or their intermediary, or answer complaints on their behalf. In such an event, we recommend you follow the guidelines provided in the relevant Supplier’s documentation or terms and conditions.

7. Switching Service

7.1 When requested we will facilitate your switch from one energy supplier to another (“Switching Service”). In carrying out the Switching Service, which will involve contacting your current energy supplier and your prospective Supplier, you give us and our agents and contractors permission to act as your agent and on your behalf for the purposes of ending the contract between you and your current energy supplier and facilitating a new contract between you and your prospective Supplier.

7.2 We will try to ensure the process of choosing a new energy supplier and your subsequent application to switch to your new Supplier runs smoothly. However, please remember that we only facilitate the switch to your new Supplier, and your new Supplier will be responsible for the supply of your Energy Services going forward. Any energy

contract you enter into as a result of using the Switching Service will be between you and your new Supplier. We will not be a party to that contract, and so will not have any responsibility or liability for any loss, damage, cost or expenses you may incur as a result of you signing a new energy contract or switching your energy supplier.

7.3 If you change your mind and decide not to switch your energy supplier, then please contact your new Supplier to let them know. You should have a 14 day cooling off period during which you can cancel without charge. Additional information and rights you have may be provided by your new Supplier.

7.4 We may reject your application to switch your energy Supplier if we believe that you are not using the Switching Service responsibly or legitimately and/or are providing false or misleading information.

7.5 The prospective Supplier may also reject your application to switch your energy supply. If your prospective Supplier rejects your application to switch we will advise you of any reasons for such rejection that are provided to us.

8. Disclaimer and liability

8.1 Our Website is provided by us on an "as is" and "as available" basis and we make no representations, guarantees or warranties of any kind, either express or implied. In particular, without limitation, we will use reasonable care and skill to ensure that information provided to us by the Suppliers in respect of their Energy Services or otherwise is accurate, but you acknowledge that we obtain this information from third parties and we cannot, and do not, provide any representations, guarantees, and/or warranties as to quality, suitability for any purpose (including your needs), compatibility, reliability, accuracy, completeness, timeliness, access or use of information provided by any Supplier and/or is accessed or obtained by you via our Website. In addition, we make our Website available for United Kingdom ("UK") residents only and in doing so we are not making any offer or promotion of any services or products to persons not resident in the UK.

We make no representations, guarantees or warranties that the Website will be available or appropriate for use by those resident outside the UK. It is your responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of our Website, information provided by any Supplier, information accessed or obtained by you through using our services, and any information or content contained therein. We accept no responsibility and make no representations, guarantees, or warranties that our Website will be available at all times, operate continuously, without interruptions or be fault-free.

We may need to make our Website unavailable with or without notice to carry out maintenance or upgrade work, or for other reasons. We accept no responsibility or

liability for any interruption or loss of service.

8.2 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

8.3 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website (or any part of it) whether express or implied.

8.4 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

8.4.1 use of, or inability to use, our Website (or any part of it);

8.4.2 use of or reliance on any content displayed on our Website;

8.4.3 any failure or delay in any component or part of our Website, the provision of any service or the provision by a Supplier of its Energy Services to any user or third party (including, without limitation, where the user has a delayed or failed switch from its current energy supplier to a Supplier and/or the user is unable to obtain the cashback, voucher, reduced price tariff, or other reward or incentive to which he or she may have otherwise been entitled from a Supplier were it not for the delay or failure);

8.4.4 any use of, or reliance on any information, material, software, products or services obtained through our Website or otherwise through using the services we provide (including, without limitation, any information, material, software, or Energy Services of any Suppliers); or

8.4.5 any transaction or agreement between the user and any Supplier, or attempt to enter into an agreement or transaction with any Supplier, in all cases even if we have been forewarned of the possibility of such loss or damage.

8.5 If you are a business user, please note that in particular, we will not in addition be liable for:

8.5.1 loss of profits, sales, business, or revenue;

8.5.2 business interruption;

8.5.3 loss of anticipated savings;

8.5.4 loss of business opportunity, goodwill or reputation;

8.5.5 any indirect or consequential loss or damage; or

8.6 Our Website may contain links to third party products, services and/or websites that are not affiliated with us. We have no control over the products, services or websites of these third parties and we do not guarantee or take responsibility for them. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

8.7 We have no control over the contents of those sites or resources. You should also be aware that the terms of use of any such websites and those websites' privacy policies may be different from those applicable to your use of our Website and you should check the terms of use and privacy policies of those websites accordingly.

8.8 Our Website may also contain advertising from third parties and we are not responsible or liable for any misleading or inaccurate advertisements which are the sole responsibility of the advertiser. Any links or advertisements on our Website should not be taken as an endorsement by us of any kind. Furthermore, our Website contains data provided by third parties and we accept no responsibility or liability for any inaccuracies in this material. You agree to release us from claims, disputes and losses of any kind arising from or in any way connected to such disputes with third parties

9. Viruses

9.1 We do not guarantee that our Website will be secure or free from bugs, viruses trojan horses, worms, logic or time bombs, distributed denial of service attack or other material or code designed to disrupt the normal use of technology or cause harm ("Virus"). You are responsible for configuring your information technology, computer programs, platforms and systems in order to access our Website.

9.2 You must not misuse our Website by knowingly introducing Viruses. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 Website will cease

immediately.

9.3 We will not be liable for any loss, damage, cost or expense caused by a Virus that may infect your computer equipment, computer programs, data or other material due to your use of our Website, any website linked to or accessed from our Website, or due to your uploading or downloading of any Content.

10. Intellectual Property

10.1 We are the owner or licensee of intellectual property rights in our Website, information and content available on or from our Website (excluding the Content), any database operated by us, and any software utilised by us to enable you to use our Website ("Materials"). The Materials are protected by copyright, trademark, database rights, design rights designs (including in the "look and feel" and other visual or non-literal elements), and/or other intellectual property rights (whether registered or unregistered) which belong to us. Our logos, together with our trademarks and/or service marks, may not be copied or reproduced without our prior written consent. All rights are reserved.

10.2 We grant you a limited non-exclusive, non-transferable and royalty-free licence to use our Materials solely and only to the extent necessary to use our Website, and for no other purpose.

10.3 You may not reproduce, republish, transmit or distribute the Material (in whole or in part), without our prior written consent. However, you are granted a limited right to retrieve, display and print pages from our Website, for your own personal and non-commercial use, and to the extent necessary for use of our Website. We reserve the right, in our sole discretion and without notice to you, to terminate the licences granted to you in these Terms of Use and to prevent future access by you to our Website.

11. Indemnification

11.1 You agree to indemnify (on demand), defend and hold us and our affiliated companies, shareholders, officers, directors, employees, agents or suppliers harmless from any and all claims or demands, made by any third party due to or arising out of your use of our Website or the violation of these Terms of Use by you, or the infringement by you of any intellectual property or other right of any other person or entity.

12. Complaints

12.1 We aim to provide an excellent standard of service, however if you feel we may have not achieved this please let us know. We take all complaints seriously, and use our best efforts to resolve these as quickly as possible. If you have any complaints please

make these known by sending an email to hello@iiincubator.com

13. Governing Law

13.1 These Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction. If any provision of these Terms of Use is found to be unenforceable, it will be replaced with a provision reflecting the intent of the original provision.

14. General

14.1 The headings in these Terms of Use are solely used for convenience only.

14.2 You may not assign or delegate any or all of your rights or obligations under these Terms of Use.

14.3 We may assign or transfer these Terms of Use (or any rights and/or obligations under these terms of Use) at any time without notice to you.

14.4 Our delay or failure to exercise or enforce any right or provision under these Terms of Use shall not constitute or be construed as a waiver of such right.

14.5 We shall not be responsible for any breach of these Terms of Use caused by circumstances beyond our control.

14.6 Except as expressly set out in these Terms of Use, nothing in these Terms of Use shall be construed to create a joint venture, partnership, or agency relationship between you and us, and neither you nor we shall have the right or authority to incur any liability, debt, or cost, or enter into any contracts or other arrangements, in the name of or on behalf of the other.