

# **Hive Installers Club**

Hive Installers Club App Terms of Use

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# Introduction

Hello – and welcome to Hive Installers Club app. These terms of use govern your access to and use of the Hive Installers Club app (the "**App**"). By downloading, installing, or using the App, you agree to comply with these terms of use. If you do not agree to these terms, please do not use the App.

The protection of your personal information is important to us. We respect your privacy and want you to understand what we do with the information we hold about you. We recommend that you read our Privacy Notice, which can be found at <a href="https://hitehome.com/privacy">hithehome.com/privacy</a>, to understand how we collect and use your personal data and your data protection rights. Please note that our Privacy Notice does not form part of your contract with us, and that Centrica Hive Limited is the data controller of your personal data.

You can contact Centrica's data protection officer by writing to The Data Protection Officer, Centrica Plc, Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD. You can also contact our data protection officer <u>at privacy@centrica.com.</u>

#### Information about us and contact details

We, us or our means Centrica Hive Limited (trading as Hive). Our products and services are only intended for use in the UK.

If you purchased a Hive product from one of our retail partners, Hive is the supplier of the services, and any included installation service, on behalf of that retailer.

Please contact us if you have any questions or complaints about any product or service.

You can do that by visiting our support page at: www.hivehome.com/support.

### Complaints

We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated. If you're not satisfied with our final response, you may be able to take it to our alternative dispute resolution (ADR) provider, CDRL, under the Utilities ADR scheme:

- By Post Consumer Dispute Resolution Limited, 12-14 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes, MK12 5TW
- Online www.cdrl.org.uk/utilities-adr

Referring your complaint to the CDRL does not affect your statutory rights.

# Terms of Use

#### **Definitions**

- "We" refers to Centrica Hive Limited, the owner of the Hive brand.
- "You" refers to independent installers who purchase Hive products for installation and/or resale to end user customers.
- "App" refers to the Hive Installers Club mobile application.

## Eligibility

The App is intended for use by independent installers who have purchased Hive products for installation and/or resale to end user customers. By using the App, you confirm that you meet these eligibility criteria.

# **Account Registration**

To use the App, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. If you suspect any unauthorised use of your account, you must notify us immediately.

## Use of the App

The App allows you to:

- 1. Log installations of Hive products.
- 2. Access troubleshooting advice.
- 3. Have priority access to a telephone troubleshooting line.

You agree to use the App only for lawful purposes and in accordance with these terms of use. You must not use the App:

- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly introduce viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.

### **Privacy**

Your privacy is important to us. By using the App, you agree to the collection and use of your personal data as described in our Privacy Statement, which can be found at hivehome.com/privacy. The App does not collect or store any customer data, only the installer's data. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our privacy policy.

### **Intellectual Property**

We own all intellectual property rights in the App and the Hive brand. You are granted a non-exclusive, non-transferable, revocable licence to use the App in accordance with these terms of use. You must not:

- Copy, modify, or create derivative works of the App.
- Reverse engineer, decompile, or disassemble the App.

- Use the App to develop a competing product or service.
- Use any part of the content on the App for commercial purposes without obtaining a licence to do so from us or our licensors.

#### Rewards

We will provide rewards to installers through a separate platform. Details of the rewards and how to access them will be provided within the Hive rewards club app. Rewards are subject to change at our discretion.

### **Updates and Maintenance**

We may from time to time provide updates, upgrades, or maintenance to the App to improve performance, enhance functionality, or address security issues. These updates may be automatically installed without providing any additional notice or receiving any additional consent. By using the App, you agree to receive such updates. We will endeavour to schedule maintenance during off-peak hours to minimise disruption. However, we cannot guarantee that the App will be available at all times, and we will not be liable for any downtime or interruptions.

#### **Termination**

We reserve the right to terminate or suspend your access to the App at any time, without notice, for any reason, including if we believe you have violated these terms of use. Upon termination, you must cease all use of the App and delete all copies of the App from your devices. Termination will not affect any of our rights or remedies accrued up to the date of termination.

## **Limitation of Liability**

The App is provided "as is" and "as available" without any warranties of any kind, either express or implied. We will not be liable for any damages arising from the use or inability to use the App, including but not limited to direct, incidental, punitive, and consequential damages. This does not affect your statutory rights as a consumer.

### **Governing Law**

These terms of use are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### Changes to Terms

We may revise these terms of use at any time by updating this document. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

#### **Contact Us**

If you have any questions about these terms of use, please contact us by visiting our support page at: <a href="https://www.hivehome.com/support">www.hivehome.com/support</a>.