

Buyer Portal Terms of Use

This website is operated by MyUtilityGenius Commercial Ltd ("MUGC") on behalf of Gemserv Limited (Company No 04419878) of 8 Fenchurch Place, London, EC3M 4AJ (the "Service Provider", "We", "Website" or "site"). By using our Website, you agree to comply with and be bound by the following terms and conditions (the "Terms of Use") together with our privacy policy. If you do not agree to these Terms of Use, you must not use this site.

The provision of the Website is also governed by the requirements of Crown Commercial Services (CCS) as energy suppliers are required to offer their products and services in accordance with CCS's terms of Dynamic Purchasing System (DPS).

References to "you" mean the public sector organisation that is entitled to use and contract through the CCS' DPS.

We reserve the right to amend these Terms of Use from time to time. Any changes will be posted on this Website. Your continued use of this Website after posting will constitute your acceptance of, and agreement to, any changes.

Comparison Services

This Website offers utility comparison services, including electricity and gas where you may:

- obtain information on energy suppliers of services, products, and/or goods offered through DPS and listed on this Website (a "Supplier"), including the services and products that those Suppliers offer; and
- facilitate a transaction (if any) between you and a Supplier for the provision of those services, products and/or goods ("Services").

In respect of these comparison services:

- you will need to answer a number of questions which cover the full set of questions needed by the relevant underlying Suppliers and any intermediaries they may use. You must answer these questions as accurately and as completely as possible as the answers you give to these questions will determine the Services which may be made available to you and will help Suppliers make sure the Services are suited to your needs;
- 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. 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;
- you acknowledge that the information rendered by the Website is of a volatile nature and is liable to change at any time. The Service Provider takes no responsibility this and is not liable for any consequences resulting from the change in information;
- if you are obtaining Services via the Supplier's pre-contract, and contract, you must also read the relevant Supplier's own policy, agreement, and terms and conditions. They are the terms and conditions that you agree to

by taking the Services from the relevant Supplier and are separate from these Terms of Use. It is your responsibility to ensure that the Services match your requirements and that you agree to the terms and conditions of any Service before you apply for it;

- we seek to ensure that we accurately pass on the information you have provided for the purpose of providing a comparison, however we stress that it is your responsibility to check that your details are correct on the underlying Supplier's contract; and
- we cannot accept liability for errors made by the underlying Supplier or their intermediary or appointed representative, or answer complaints on their behalf. In such an event, we recommend you follow the guidelines provided in the Supplier's documentation.

Authorised use

This Website is intended for public sector organisations in the United Kingdom that are entitled to use the CCS' DPS and persons authorised by such schools to use this Website on behalf of such public sector organisations. If you are not such a public sector organisation you are not entitled to access or use this Website. You agree that the person using and accessing the Website on your behalf is authorised as your representative and in the event your representative ceases to have the appropriate authority as mentioned their access to the Website shall be withdrawn and they shall not use the Website.

You agree that the information that you provide may be used to perform checks to validate you as an authorised public sector buyer. The Service Provider reserves the right to suspend or deny access to the Website without notice where the Service Provider has not been able to fully determine your authenticity as a public sector buyer.

Registering on our Websites

You warrant that the details you provide on registration are true, accurate, complete and current. You must promptly update us with any changes to your account details. You agree that any person who has access to the email address that is registered for access to this Website is authorised to act as your agent for the purpose of transacting for any services via this Website, and you will be responsible for any and all activity conducted using such email address.

You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of this password and account. You shall take reasonable steps to prevent unauthorised access to your account via any computer or other device that you use to access your account. If you believe someone has, without authorisation, accessed an account that you created on this Website or that the email address that you have provided to us has been compromised, please contact us immediately at USSHelpdesk@Gemserv.com.

From time to time, we may need to send you service emails relating to your account, and we reserve the right to do so.

Your responsibilities

The content on this site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on this Website.

In providing our comparison service we are not:

- giving you any advice, investment, financial or otherwise in respect of any Service; or
- recommending or endorsing any Supplier or Service.

We offer an impartial and independent comparison.

We shall inform you of any applicable terms and conditions imposed by a Supplier in relation to the supply of its Services, and you are required to agree to abide by these terms and conditions to be able to contract your services from your chosen energy supplier.

You also agree that:

- we are solely providing information regarding Suppliers and their Services, and you are not contracting directly with us for the provision of such Services;
- any person who has access to your account or the email address you provided to us is authorised to act as your agent for the purposes of transacting via the Website and/or Services; and
- you are responsible for transmitting all payments due to any Supplier on the terms agreed with the relevant Supplier for its Services or otherwise, and we shall have no responsibility for the transmission of payments to any Supplier.

Materials you provide

Any personal data that you provide via the Website will be governed by our privacy policy.

Disclaimer and liability

The Website (including all content on it) 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 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 accessed or obtained by you via the Website, or otherwise through using our services. In addition, we make this 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 in the UK. We make no representations, guarantees or warranties that the services we offer are available or appropriate for use by those outside the UK. It is your responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of this 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 the Website will operate continuously, without interruptions or be fault-free. We may need to make the Website unavailable with or without notice to carry out maintenance or upgrade work. We accept no liability for any interruption or loss of service.

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

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to this site or any content on it, whether express or implied.

Without prejudice to the preceding two paragraphs, we will not be liable to you or any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, or we have been forewarned of the possibility of such loss or damage, arising under or in connection with:

- use of, or inability to use, this site, and/or our services;
- use of or reliance on any content displayed on our site;
- any failure or delay in any component of our site, the provision of any Service or the provision by a Supplier of its Services to any user or third party (including, without limitation, where you or any user has a delayed or failed switch from its current energy supplier to a Supplier);
- any use of or reliance on any information, material, software, products or services obtained through the site, or otherwise through using the services we provide (including, without limitation, any information, material, software, or Services of any Suppliers); or
- any transaction or agreement between you and any Supplier, or attempt to enter into an agreement or transaction with any Supplier.

Without prejudice to the preceding three paragraphs, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of data;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We assume no responsibility for the content of websites linked to on this site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Indemnification

You agree to indemnify, 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 the use of this Website by you or through the email address you provided to us or otherwise, the violation of these Terms of Use by you or any person using the Website on your behalf, or the infringement by you or any person using the Website on your behalf of any intellectual property or other right of any other person or entity.

Viruses

While we will monitor the Website on a regular basis we do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programme and platform, as appropriate, in order to access the Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your or any person using the Website on your behalf downloading of any content on it, or on any website linked to it.

Intellectual Property

The Service Provider is the owner or licensee of intellectual property rights in the Website, information and content available on the Website, any database operated by us, any proprietary software utilised by us to enable you to use this Website ("Software") and the underlying source code. Much of this information and content is protected by copyright, trade mark, 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). Our logos, together with our trade marks and/or service marks, may not be copied or reproduced without our prior written consent. All rights are reserved.

We grant you a non-exclusive, non-transferable licence to use the Software solely in executable form and only to the extent necessary for use of the Website, and for no other purpose.

You must not use an automated program (including, without limitation, any web-crawling or screen-scraping software or any equivalent technology or techniques), to access the Website for the purpose of collecting, obtaining and/or accumulating (or other similar activity) data or content in this Website. Any such use of an automated program is prohibited and shall be a breach of these Terms of Use.

You may not reproduce, republish, transmit or distribute any material, information or content on this Website, or that form part of our services, without our prior written consent. However, you are granted a limited right to access and use the Website and our services, and retrieve, display and print content pages, for your own legitimate price comparison purposes, i.e. to assist with a purchasing decision, and to the extent necessary for use of the Website and our comparison services only.

We reserve the right, in our sole discretion and with or without notice to you, to terminate your licence and to prevent future access by you to this Website.

Third Parties

This 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. Any links or advertisements on this Website should not be taken as an endorsement by us of any kind. Furthermore, this Website contains data provided by third parties and we accept no responsibility for any inaccuracies in this material. You agree to release us from claims or disputes of any kind arising from or in any way connected to such disputes with third parties.

Restrictions on Use

You agree not to:

- transmit any material designed to interrupt, damage, destroy or limit the functionality of our Website;
- use any automated software to view our Website without consent and to only access our Website manually;
- use our Website other than for your own legitimate price comparison purposes;
- attempt to copy our data or reverse engineer our processes;
- use our Website in any manner that is illegal, immoral or harmful to us (including to commit or facilitate the commission of any fraud against us or any Supplier);
- use our Website in breach of any policy or other notice on our Website;
- remove or alter any copyright notices that appear on our Website;
- publish any material that may encourage a breach of any relevant laws or regulations;
- interfere with any other user's enjoyment of our Website;
- transmit confidential information, materials protected by copyright or any data without the permission of the owner; or
- conduct yourself in an offensive or abusive manner whilst using our Website.

Termination

We shall be entitled to suspend and/or terminate your right to use the Website without notice to you if you commit a breach of these Terms of Use which in our

reasonable opinion is serious enough to merit immediate termination or if we consider, for any reason, that it is appropriate to do so.

Complaints

We aim to provide a high standard of service, however if you feel we may have not achieved this please let us know by contacting our helpdesk at USSHelpdesk@gemserv.com. We take all complaints seriously and use our best efforts to resolve these as quickly as possible.

If your complaint is regarding a Supplier from which you have obtained a Service and with which we put you in touch, then you should address your complaint direct to that Supplier.

Governing Law

These Terms of Use are governed by English law and the contract between you and us is made in England. You and we agree that disputes will be settled in English courts, except that we may take action to enforce our intellectual property rights in any relevant 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.

General

The headings in these Terms of Use are solely used for convenience only. You may not assign or delegate any or all of your rights or obligations in this Agreement. We may assign this Agreement at any time without notice to you. Our delay or failure to exercise or enforce any right or provision of these Terms of Use shall not constitute or be construed as a waiver of such right to act. We shall not be responsible for any breach of these Terms of Use caused by circumstances beyond our control. 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 or 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.

Any person who is not a party to these Terms of Use shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use.

Services other than the procurement of energy is not covered by the terms of use of this Website. Assistance with any other related services can be discussed separately by contacting USSHelpdesk@Gemserv.com.

Updated: 1st November 2018