

Greenely – User Terms and Privacy policy

Effective starting 1 July 2021

User terms	3
Introduction	3
Changes in User terms	3
1. Our Services	4
1.1 Use	4
1.2 Information	4
1.3 Cost	4
2. Rights and limitations	4
2.1 Intellectual property rights	4
2.2 Information	4
2.3 Data regarding energy	4
2.4 Electricity prices	5
2.5 No warranty	5
2.6 Third-party applications	5
2.7 Liability	5
2.8 Restricted access	5
2.9 Limitation on liability	5
3. Choice and rights	6
3.1 Close your account	6
4. Other important information	6
4.1 Assignment	6
4.2 Governing law and Dispute resolution	6
4.3 Contact information	6
Privacy policy	7
Introduction	7
Services	7
Controller and contracting parties	7
Changes to the Privacy Policy	7
1. Collection of personal data	8
1.1 Personal data that you provide us with and legal basis	8
1.2 Information from others	9
1.3 Use of the Services	9
1.4 Cookies, web signals, and similar technologies	9
1.5 Your device	10
1.6 Messages	10

2. How we use your information	10
2.1 Services	10
2.2 Communication	11
2.4 Service development and research	11
2.5 Customer service	11
2.6 Marketing	11
2.6 Statistics	11
2.7 Security and audits	12
3. This is how we share your information	13
3.1 Other services	13
3.2 Service providers	13
3.3 Disclosure	13
3.4 Change of control	13
4. Your choices and rights	14
4.1 Data storage	14
4.2 The right to access and control your personal data	14
4.3 Closing your Greenely account	14
5. Other important information	15
5.1 Security	15
5.2 Cross-border data transfer	15
5.3 Lawful processing of data	15
5.4 Direct marketing and "Do Not Track"-signals	15
5.5 Contact information	15
Appendix	16
Users of the Greenely Mobile application	16
Solar cell analysis – Request for quotation	17
Electricity Trading	17
Electric car charging	18
Service providers and partners	18

User terms

These User Terms are applicable when using our Services (described below).

Introduction

These user terms ("Terms") are applicable when Greenely AB org. no 556960-9794, Drottninggatan 97, 113 60 Stockholm, e-mail: support@greenely.com, ("Greenely") provides energy advisory services and energy-related applications via Greenely.com, the Greenely Mobile App, and other websites, apps, communication systems and services associated with Greenely ("Services").

These Terms do not apply to services stating that they are subject to other terms of use.

Changes in User terms

Greenely reserves the right to change the Terms at any time by updating this page. You will always be notified of any material changes, giving you the possibility to review the changes before they come into effect. The changes are not applied retroactively. If you oppose any change you can close your account. Your continued use of our Services after publication or notice of changes in these Terms means that you accept the changed Terms.

1. Our Services

1.1 Use

When using our Services, you may, from time to time be required to provide Greenely access to your login information to third parties such as electricity network operators ("external login information"). By creating a Greenely account, you authorise and instruct Greenely to use your external login information on your behalf to retrieve information from these external user accounts to your Greenely account and that these external parties disclose information to Greenely ("the Information") for use in our Services in accordance with the Terms.

1.2 Information

You are responsible for ensuring that you have the right to use external login information and the information in our Services. Moreover, you are responsible for all use of our Services and for ensuring that your login information is protected against unauthorised access.

1.3 Cost

The use of Greenely's Services is free of charge. There may apply traffic charges to your mobile operator or internet service provider. Through our Services, you have the possibility of using specific services and make use of other offers which may require payment. In such cases, you will be specifically informed thereof.

2. Rights and limitations

2.1 Intellectual property rights

Greenely reserves all intellectual property rights in our Services. You do not receive ownership of our app or the content or information available through our Services in connection with your use of our Services. Trademarks and logos used in conjunction with the Services are trademarks of their respective owners.

2.2 Information

It is not permitted to copy, modify, distribute, or publish content from the app without Greenely's permission. Our Services are protected under copyright law and other intellectual property legislation. However, it is permitted to download, copy, and save information from the app for your own personal use.

2.3 Data regarding energy

Consumption data and other information are made available by electricity network operators and other relevant sources. Greenely has highly developed routines for quality assurance of the information and aims to ensure that all information in our Services is correct, complete, and up to date. Greenely takes all reasonable measures to ensure that this is the case. However, Greenely cannot guarantee complete reliability or accuracy regarding all

information presented in the mobile application, among other things, because such information is obtained from third parties

2.4 Electricity prices

Our Services include, among other things, price information from NordPool Spot. As a user of our Services, you may not pass on this information without a separate contract and agreement with Nord pool AS.

2.5 No warranty

Unless otherwise stipulated in these Terms, all Services are provided “as is”, with all faults, defects, bugs and errors. Greenely does not make any warranty regarding the Services, which includes that Greenely disclaims to the fullest extent authorised by law any other warranties, whether expressed or implied, including but not limited to any implied warranties merchantability, fitness for a particular purpose.

2.6 Third-party applications

The Service may include integration with third-party applications and services. Such third party applications and services may be subject to separate terms of use and terms for personal data. Greenely shall have no liability towards you for any performance or non-performance of such third party applications, nor for any damages or interruptions to the Services and your use thereof caused by such third-party applications.

2.7 Liability

You are liable for all activities that you as a user undertake on the basis of the information presented on this application. Greenely cannot be held responsible in any way for any decisions that have been made based on the information contained in our Services. In cases where Greenely refers to a website, organisation/company, or physical product belonging to a third party, such reference is only intended as a service for the user and Greenely is not liable for it.

2.8 Restricted access

Greenely has the right at any given time to suspend a user and terminate an account if the user violates the Terms, the law, or uses our Services in a way that may cause damage to Greenely or to a third party.

2.9 Limitation on liability

Notwithstanding anything to the contrary, there shall be no liability for Greenely towards you for any claims of loss of data, loss of production, loss of profit, loss of use, loss of contracts or for any other consequential, economic or indirect loss that arise out of the subject matter of these User Terms, nor shall Greenely have any liability towards you for any cost, damage or loss caused by or arising as a result of or in connection with any shortfall of internet access, cyberattacks, computer viruses and/or software bugs. Greenely’s aggregate liability for any

claim in relation to a particular Services will not, in any event, exceed the fees paid by you for the relevant Service during the 12 months preceding the date upon which the related claim arose.

3. Choice and rights

3.1 Close your account

You can terminate your account and your use of our Services at any time by contacting Greenely either by email to support@greenely.se or by regular mail to Greenely AB, Drottninggatan 97, 113 60 Stockholm, Sweden.

4. Other important information

4.1 Assignment

Greenely has the right to transfer its rights and obligations under these Terms to any third party. Furthermore, Greenely has the right to use subcontractors for the fulfilment of its obligations.

4.2 Governing law and Dispute resolution

Any dispute arising out of or in connection with the Terms or your use of our Services shall be settled by Swedish courts with Stockholm district court as court of first instance. These Terms and our Services are governed by the substantive laws of Sweden.

4.3 Contact information

Contact Greenely by email, support@greenely.se, in the first instance if you have questions or remarks regarding the Terms.

Privacy policy

This privacy policy applies when you use our Services (described below). We offer our users the possibility to govern our collection, use, and dissemination of information described in this Privacy Policy.

Introduction

Greenely AB, reg. no. 556960-9794, ("Greenely") provides Services for private individuals. Private individuals use our Services to gain access to their energy data, thus becoming more informed about their use of energy and gaining knowledge on how to reduce their consumption effectively. Our Privacy Policy involves Users, Customers, or Visitors of our Services.

Our registered users get access to their energy consumption, gain knowledge and insights regarding their energy consumption, can compare their energy consumption with others, and gain access to analyses and tips on energy efficiency.

Services

This Privacy Policy applies to websites, apps, communication systems, and services associated with Greenely ("Services").

This Privacy Policy does not apply to services stating that they are subject to a different privacy policy.

Controller and contracting parties

Greenely is the controller of your personal data that you provide us through our Services, or which is collected by or for or processed in connection with our Services.

As a user of our Services, the collection, use, and dissemination of your personal data are subject to this Privacy Policy.

Changes to the Privacy Policy

Greenely may change this Privacy Policy, and any material changes will be communicated through our Services or by other means to give you the possibility to review the changes. If you oppose any change, you can close your account.

You acknowledge and agree that when you continue to use our Services after we publish or announce our changes to this Privacy Policy, the collection, use, and dissemination of your personal data is subject to the updated version of the Privacy Policy.

1. Collection of personal data

1.1 Personal data that you provide us with and legal basis

Registration

When you create an account, you must provide information such as your email address and a password chosen by you. The legal basis for processing this data is to fulfill our commitments under the agreement of providing you with your account and our legitimate interest in communicating new versions of, or new, Services that we think may be of interest to you.

Housing profile

You choose what kind of information you submit to your housing profile, such as the municipality, type of housing, construction year, heating system, living space, number of people in the home, and number of electric cars. The legal basis for processing this data is to fulfill our commitments under the agreement of providing you with your account and the Services it entails.

Energy consumption

To gain access to your energy consumption, you must enable Greenely to collect energy data from third parties. You must specify information such as surname and first name, mobile phone number, home address, and the identification code for the energy meter. In some cases, we also need to obtain a power of attorney from the owner of the energy contract. The legal basis for processing this data is to fulfill our commitments under the agreement of providing you with your account and the Services it entails. In some cases, the legal basis is consent. In such cases, you always have the possibility to withdraw your consent either by email to support@greenely.se or by regular mail to Greenely AB, Drottninggatan 97, 113 60 Stockholm, Sweden.

Quotation for solar cells

When finalising our solar cell analysis (via Greenely.se or the Greenely Mobile Application), as a user you have the opportunity to send a request and receive a quotation for solar cells from, as well as get in touch with, various suppliers of solar cells. To complete the request, you must submit your surname and first name, home address, e-mail address and mobile phone number, and means for identification. The legal basis for the processing of this personal data is the legitimate interest in providing you with offers that you yourself have wished to receive.

Greenely energy contract

If Greenely offers an energy contract in your country, and you choose to sign such a contract with Greenely, you need to submit information regarding the person on the energy contract and, when applicable, sign a power of attorney. You need to submit information such as an e-mail address, surname, and first name, if you have solar cells, mobile phone number, delivery address, postcode, city, and a means for identification. The legal basis for processing your personal data is to fulfill our contractual obligations. In some cases, consent is the legal basis. In that case, you can always withdraw your consent either by email to support@greenely.se or by regular mail to Greenely AB, Drottninggatan 97, 113 60 Stockholm, Sweden.

Electric car charging

For Greenely to be able to use the 'Enode' for electric vehicles, Greenely needs to have access to technical data about the car such as make, model designation and adaptation codes, but also information concerning the car's condition such as GPS coordinates, energy consumption and battery level. The legal basis for processing your personal data is to fulfill our contractual obligations. In some cases, consent is the legal basis. In that case, you can always withdraw your consent either by email to support@greenely.se or by regular mail to Greenely AB, Drottninggatan 97, 113 60 Stockholm, Sweden.

1.2 Information from others

When you use Greenely's Services, we receive personal data about you from our service providers and partners, such as electricity network operators and companies offering identity validation services, when relevant, that provide us with some, or all, of the following information: first name, surname, address, energy consumption, smart meter ID.

1.3 Use of the Services

When you visit or use our Services, including our websites, we are logging usage information. We use logins, cookies, device information, and IP addresses to identify you and log your use.

1.4 Cookies, web signals, and similar technologies

Greenely uses remarketing to advertise on third party websites towards you after you visit our Services. Our service providers and we use cookies to inform, optimise, and display advertisements based on your previous visits to our Services.

Google

Google Ads remarketing service is provided by Google Inc. You can opt-out of Google Analytics for Display Advertising and customise Google Display Network ads by visiting the Google Ads Settings page: <https://www.google.com/settings/ads>.

Google also recommends that you install the Google Analytics Opt-out Browser Add-on - <https://tools.google.com/dlpage/gaoptout> - for your browser. Google Analytics Opt-out Browser Add-on allows visitors to prevent their data from being collected and used by Google Analytics. For more information on Google's privacy practices, visit the Google Privacy Policy website: <https://www.google.com/intl/en/policies/privacy/>

Facebook

Facebook remarketing service is provided by Facebook Inc, and more information is available on their page: <https://www.facebook.com/help/164968693837950>.

To opt-out of Facebook's interest-based ads, follow the instructions from Facebook: <https://www.facebook.com/help/568137493302217>.

Facebook adheres to the self-regulatory principles of online behavioural advertising established by the Digital Advertising Alliance. You can also opt-out of Facebook and other

participating companies via the European Interactive Digital Advertising Alliance in Europe <https://www.youronlinechoices.eu/>, or cancel usage through your mobile device's settings.

1.5 Your device

When you use the Greenely Mobile Application, the mobile phone will, based on the phone settings, send information about your device; operating system, app version and type of hardware to us.

1.6 Messages

We collect information about you when you send, receive, or interact with messages in connection to our Services.

2. How we use your information

We use your personal information differently, depending on which Services you use, how you use these Services, and what settings you use. We use the information we have about you to provide and customise our Services (including advertisements), for instance by using automated systems and certain assumptions we make, in order to make them more relevant and useful to you and others.

2.1 Services

We use your information to give you access to our Services.

Keep yourself informed on your energy consumption

Our Services make it possible for you to stay up to date on your energy consumption at home. With our Services, you can also gain in-depth insights on your energy consumption or get new ones. We use the information we have about you (e.g. type of housing, heating system, and assumptions we make based on the information we have about you) to show relevant content.

Comparison

Through our Services, you can compare how your energy consumption compares to other users with similar housing. By being truthful in your housing profile and keeping it up to date, you can get a more accurate comparison.

Analyses

Our Services provide the possibility for you to perform analyses and estimated calculations on any changes to your home. You can also get a free quotation from installers in your area.

Energy contract

In some countries, you can sign up for an energy contract with Greenely via our Services, change supplier, receive invoices, and terminate your energy contract with Greenely. If you have signed an energy contract with Greenely, you will also receive information about the energy prices for the following days via our Services.

2.2 Communication

Contact with you will take place via e-mail, mobile phone, notifications on our websites or applications, messages to your inbox in the app, and in other ways via our Services, including text messages and push notifications. We will send you notices regarding the availability of our Services, security, or other service-related issues. Moreover, we will send notices about how you can use our Services, network updates, reminders, and messages regarding marketing from us and our business partners.

2.4 Service development and research

Service development

As a basis for research and development, we use data, including general feedback, to continue to expand our Services and provide a better, more intuitive, and customised experience, gain more users and increase involvement in our Services.

Other research

We want to create interest in the use of energy around the world and be a part of the transition towards sustainable development. The personal data that we have access to is used to investigate social and dynamic trends e.g. environmental interest and knowledge about energy consumption which helps increasing awareness of future energy consumption. Occasionally, we conduct this research together with third parties, using appropriate means to protect your privacy.

Surveys

Research and surveys are conducted by us and others through our Services. It is not mandatory to respond to any surveys, and you choose what information you want to provide us with.

2.5 Customer service

We use the information (which may contain your messages) in order to investigate, respond to, and resolve complaints and problems with the Services.

2.6 Marketing

We use your email address to present information to you on all Facebook channels and to build a so-called Custom Audience in Facebook's tools. Read more about the terms of Custom Audience at <https://www.facebook.com/legal/terms/customaudience#>.

2.6 Statistics

We use your data in order to create and share aggregated data, however, your data is not identifiable.

2.7 Security and audits

We use the information for security and investigations and in order to prevent fraud. When it is deemed necessary, we use your information (including your messages) for security reasons or in order to investigate any fraud or other breach of our Terms of Use or this Privacy Policy.

3. This is how we share your information

3.1 Other services

By choosing to link your account to other services, personal data becomes available to others. When you choose to connect your accounts, a description, or link to a description, of how personal data is shared and processed will appear in a separate window and require your approval.

3.2 Service providers

We enlist the help of others to provide our Services (e.g. maintenance, statistics, auditing, payment, fraud detection, communication, marketing, and development). They have access to your information to be able to perform these tasks on our behalf, and they are obliged to not disclose or use the information for any other purpose than stated above.

3.3 Disclosure

We may have to disclose your data if required by law, lawsuit or other legal process or if we have good reason to believe that disclosure of the information is necessary to (1) investigate, prevent, or remedy suspected or illegal activity; or assist authorities; (2) maintain our agreements with you; (3) investigate and defend ourselves against claims or accusations from third parties; protect the security or integrity of the Services (by sharing with companies facing similar threats); or (5) maintain or protect the rights or safety of Greenely's users, employees or others. If we deem it appropriate and are not prevented by law or court decision, we will try to notify users of any legal claim to their data, with the exception of a claim concerning a critical situation. If the claim is too extensive, vague, or lacks evidence, we can contest it. However, we do not promise to contest every claim.

3.4 Change of control

We may have to share your data in connection with a sale, merger, or change of control, or connection with the preparation for any of these events. In case of a change of ownership, the new owner will have the right to use your information, however, solely within the framework of this Privacy Policy unless you agree otherwise.

4. Your choices and rights

4.1 Data storage

We will store your data for as long as your account exists, or for as long as it is necessary for us to be able to offer you our Services. This includes information that you or others have provided, as well as information generated or accepted from your use of the Services. We will store your information and keep your account and your housing profile until you decide to close your account.

4.2 The right to access and control your personal data

You have several choices regarding the collection, processing and sharing of your data. You can delete and/or rectify the information in your housing profile. We offer you settings that allow you to control and manage the personal data we process.

For the personal data we process:

- Delete information: you can ask us to delete all or some personal data (e.g. if it is no longer needed to provide you with our Services).
- Change or rectify information: you can ask us to change, update or rectify your housing profile.
- Oppose, limit or restrict, the use of personal data: you may ask us to stop use of all or some of your personal data (e.g. if we have no legal rights to continue using them) or restrict our use of them (e.g. if your personal data is incorrect or stored illegally).
- Right to access and/or to retrieve your data: you can ask us for a copy of your personal data and/or request a copy of the personal data in a machine-readable form.

You can contact us via the contact information below. We will process your request in accordance with applicable law.

4.3 Closing your Greenely account

If you choose to close your account, we will delete the information in the closed account within 30 days.

We store your personal data even after you have closed your account if it is deemed necessary to comply with our legal obligations (incl. requests from authorities), to comply with applicable rules, resolve disputes, maintain security, prevent fraud or abuse, maintain our Terms of Use or to satisfy your desire to no longer receive messages from us. We store unidentified information after your account has been closed.

5. Other important information

5.1 Security

We apply security measures designed to protect your information, such as HTTPS. Our systems are monitored regularly to detect possible vulnerabilities and attacks. However, we cannot guarantee the security of all information you provide to us. There is no guarantee that information will not be accessed, disclosed, altered, or destroyed by attacks on our physical, technical, or administrative firewalls.

5.2 Cross-border data transfer

We process personal data both inside and outside Europe and rely on mechanisms provided by law to legally transmit personal data across borders. We may process personal data in countries that have other laws, and laws that offer less protection, than the laws of your home country.

5.3 Lawful processing of data

Your data will only be collected and processed based on legal grounds. These legal grounds include you giving us your consent (in situations where you have given your consent), agreement (when processing is necessary for the execution of the agreement (eg to deliver your energy data from your network owner that you requested)), and "legitimate interests".

In cases where we rely on your consent for the processing of your personal data, we will contact you on a periodic basis to ask for continued consent to collect that personal data. If confirmation is not received within 30 days, the service will be terminated.

In cases where we rely on your consent for the processing of your personal data, you have the right to revoke or not to give your consent at any time either by email to support@greenely.se or by regular mail to Greenely AB, Drottninggatan 97, 113 60 Stockholm, Sweden.

In cases where we rely on legitimate interests, you have the right to object.

5.4 Direct marketing and "Do Not Track"-signals

Currently, we do not share personal information with third parties for direct marketing purposes without your permission.

5.5 Contact information

Contact Greenely by email, support@greenely.se, in the first instance if you have questions or remarks regarding this Privacy policy. You can also contact us by letter.

Greenely AB
Drottninggatan 97
113 60 Stockholm

Appendix

Users of the Greenely Mobile application

When you create an account with Greenely, we process all or part of the following personal data.

Purpose	Categories of data	Storage time	Time
Register and management of the account	<ul style="list-style-type: none">• E-mail• Password	Until the account is closed or in the event of 3 years of inactivity from Greenely's services	From registration
Comparison of housing profile, analyses, and continued service development	<ul style="list-style-type: none">• Municipality• Type of housing• Heating system• Year of construction• Number of electric cars• Living space• Number of residents	Anonymised data is saved for continued service development.	From implementation
Power of attorney for connection to network owners for collection of energy data	<ul style="list-style-type: none">• Social security number• First name• Surname• Means of identification• Mobile phone number• Identification code for the energy meter• Photograph of face• Photograph of identification document•	Until 30 days after the account has been closed or in the event of 3 years of inactivity from Greenely's Services	From implementation
To present electrical data, analyses, and service development	<ul style="list-style-type: none">• Monthly value• Hourly value	Anonymised data is saved for continued service development	From registration

Solar cell analysis – Request for quotation

When you send a request for a quotation for solar cells (via Greenely website or Greenely mobile application), we process your personal data as stated below.

Purpose	Categories of data	Storage time	Time
Solar cell analysis, accounting	<ul style="list-style-type: none">• Home address• The size of the roof• The slope of the roof• The direction of the roof• Name• E-mail• Mobile phone number	7 years Anonymised data is saved for continued service development	From implementation

Electricity Trading

When you register as a customer with Greenely Electricity trading, we process all or part of your personal data as stated below.

Purpose	Categories of data	Storage time	Time
Registration and management of the account, invoicing, communication	<ul style="list-style-type: none">• E-mail• Mobile phone number	Until 30 days after the cancellation	From registration
Power of attorney for connection to network owners for collection of electricity data	<ul style="list-style-type: none">• Social security number• First name• Surname• Delivery address• Identification code for the energy meter• Identification data	Until 30 days after the cancellation	From implementation
Present electricity data, invoicing, service development	<ul style="list-style-type: none">• Monthly value• Hourly value	7 year after the cancellation	From registration

Electric car charging

When you want to integrate Greenely mobile application with your car or charge box, we process your personal data as stated below.

Purpose	Categories of data	Storage time	Time
Car brand integration	<ul style="list-style-type: none">• Login credentials	Until 30 days after the cancellation	From registration
Smart electric car charging	<ul style="list-style-type: none">• Location information for the car• Battery level and charge rate• Car make and model	Until 30 days after the cancellation	From integration
Present electricity data, invoicing, service development	<ul style="list-style-type: none">• Monthly value• Hourly value	7 year after the cancellation	From integration

Service providers and partners

To fulfill the purposes of our processing of your personal data, we share personal data with appointed service providers and partners. These appointed operators conduct surveys, provide technical infrastructure services, analysis of how our products are used, data storage, customer service, provide IT services and marketing services, such as invoicing and consulting regarding solar cells. These operators may only process your personal data in accordance with our express instructions and may not use your data for their purposes. They are also required by law and agreement to take appropriate technical and organisational security measures to protect your personal data.

Greenely collects personal data from the following sources.

Service	Purpose
Zavann AB	Identification of energy meter, administering of power of attorney, and data storage.
Facebook Inc.	Customer service, marketing, and case management
Gmail via Google Inc.	Administration of power of attorney, collection of energy data, customer service, and case management
Postnummerservice Norden AB	Address verification
Passbase	Identity verification
Electricity network operators	Collection of electricity consumption data
SmartPear	Collection of energy consumption data

Finansiell ID-Teknik BID AB	Identity verification
Enode	Service for connecting Greenely with electric cars and charge boxes