

Terms & Conditions

Kyper Energy Ltd — Onyx Platform · Version 1.1 · August 2026

1. Who We Are

These Terms & Conditions ("Terms") govern the use of the Onyx platform, including Onyx PV, Onyx C&I, Onyx EV, and Onyx BESS (together, "Onyx" or the "Services"), provided by Kyper Energy Ltd, a company registered in England and Wales under company number 16494437, with its registered office at 15 Ackers Lane, Stockton Heath, WA4 2BZ ("Kyper Energy", "we", "us", "our").

These Terms apply to any business or individual acting in the course of business ("Customer", "you") who registers for or uses the Services. The Services are offered to businesses only and are not intended for consumer use.

2. Acceptance of Terms

By creating an account, submitting an audit, or otherwise accessing the Services, you confirm that you have authority to bind the business you represent and that you accept these Terms in full. If you do not agree, you must not use the Services.

3. Description of Services

Onyx provides independent analytical modelling of battery energy storage systems (BESS) and, where applicable, co-located solar photovoltaic (PV) generation, based on data supplied by the Customer. The Services comprise of two commercial strands:

- Subscription access ("Onyx Subscription") — tiered SaaS access to the Onyx platform (Free, Beta, Starter, Pro, Portfolio, or successor tiers), permitting the Customer to submit sites for analysis subject to the usage limits of the applicable tier.
- Procurement Introduction Services — optional introductions to third-party battery storage and/or solar equipment manufacturers and installers ("Recommended Partners"), as set out in Clause 12.

3.1 Territorial Scope

The Services are currently offered in respect of sites located in Great Britain and the Republic of Ireland. Analytical outputs are generated using tariff structures, network charging methodologies, and market data specific to the jurisdiction in which the relevant site is located, including:

- **Great Britain:** distribution charges published by the relevant Distribution Network Operator under the Common Distribution Charging Methodology, and market arrangements administered by Ofgem and the National Energy System Operator.
- **Republic of Ireland:** distribution charges published by ESB Networks DAC in its Statement of Charges, transmission charges and the Public Service Obligation levy as

approved by the Commission for Regulation of Utilities, and market arrangements under the all-island Single Electricity Market.

The Customer is responsible for correctly identifying the jurisdiction, network tariff group, and connection parameters applicable to each site submitted. Kyper Energy does not warrant that a site has been correctly classified where the classification depends on information supplied by the Customer.

4. The Beta Service

Where the Customer subscribes to the "Onyx Beta" tier, the Customer acknowledges and agrees that:

- the Services are provided on a beta basis and are under active development;
- audits are subject to a limit of five (5) per calendar month per account, reset on the first day of each month;
- audits submitted via the Beta tier are processed manually by Kyper Energy personnel and are not delivered in real time; Kyper Energy will use reasonable endeavours to deliver each report within three (3) business days of submission, but this is a target only and not a guaranteed service level;
- outputs, scoring methodology, and report formats may change without notice during the beta period.

5. Fees and Payment

- 5.1 Subscription fees are payable in advance, monthly or annually as selected at checkout, and renew automatically until cancelled.
- 5.2 Per-Site Audit fees are payable prior to, or upon delivery of, the relevant report, as agreed at the time of order.
- 5.3 All fees are exclusive of value added tax, which will be added, accounted for, or reverse-charged at the prevailing rate as set out in Clause 5.7.
- 5.4 Kyper Energy may vary its published fees on no less than 30 days' written notice; changes will take effect from the Customer's next renewal date.
- 5.5 Sums not paid by the due date accrue statutory interest and recoverable debt-recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 or, where the Customer is established in the Republic of Ireland, under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. No. 580 of 2012), as applicable.
- 5.6 **Billing currency.** Fees are charged in pounds sterling (GBP) to Customers established in the United Kingdom, and in euro (EUR) to Customers established in the Republic of Ireland, unless otherwise agreed in writing. Where a Customer elects to pay in a currency other than that in which the fee is denominated, the Customer bears all currency conversion costs, bank charges, and exchange rate risk.

5.7 Value added tax. For Customers established in the United Kingdom, UK VAT will be added at the prevailing rate where applicable. For business Customers established in the Republic of Ireland or elsewhere in the European Union, the place of supply of the Services is the Customer's member state and the reverse charge applies: no UK VAT is charged, and the Customer is responsible for self-accounting for VAT in its own jurisdiction at the applicable rate. The Customer must provide a valid VAT identification number before or at the point of first invoice, and must notify Kyper Energy promptly if that number ceases to be valid. Where a valid VAT identification number is not provided, Kyper Energy reserves the right to charge VAT at the prevailing UK rate. The Customer warrants that it is receiving the Services in the course of business and not as a consumer.

6. Customer Data

"Customer Data" means the metering data, site information, tariff information, and any other data the Customer uploads to or inputs into the Services.

- 6.1** The Customer retains all ownership rights in Customer Data. Kyper Energy is granted a limited, non-exclusive licence to process Customer Data solely for the purpose of providing the Services.
- 6.2** The Customer warrants that it has all rights and consents necessary to upload Customer Data and that doing so does not infringe any third party's rights.
- 6.3** Processing of personal data is governed by the Data Processing Agreement at Clause 18 and the Privacy Policy.

7. Intellectual Property

All intellectual property rights in the Onyx platform, the underlying analytical engine, methodology, scoring system, report templates, and branding are and remain the property of Kyper Energy or its licensors. Nothing in these Terms transfers any such rights to the Customer. Reports generated for a specific Customer site may be used freely by that Customer for its own internal and investment-decision purposes, but may not be resold, sublicensed, or represented as the Customer's own analytical work product.

8. Acceptable Use

The Customer must not, and must not permit any third party to:

- reverse-engineer, decompile, or attempt to derive the underlying methodology or source code of the Onyx engine;
- use the Services to build a competing product or service;
- upload data the Customer does not have the right to upload;
- use the Services for any unlawful purpose or in a way that could damage, disable, or impair the Services.

9. No Advice — Important Disclaimer

THE SERVICES PROVIDE ANALYTICAL MODELLING ONLY AND DO NOT CONSTITUTE FINANCIAL, INVESTMENT, LEGAL, TAX, ENGINEERING, OR PROFESSIONAL ADVICE OF ANY KIND.

- 9.1** All outputs (including but not limited to IRR, NPV, payback period, opportunity scores, and recommended system configurations) are estimates generated from the data supplied by the Customer, industry-standard assumptions, and third-party market data believed reliable at the time of analysis. They are not guarantees of future performance or financial outcome.
- 9.2** The Customer is solely responsible for independently verifying all outputs, obtaining appropriate professional advice, and satisfying itself as to the suitability of any investment, procurement, or technical decision before acting on any report.
- 9.3** Kyper Energy does not hold itself out as, and is not, a financial adviser, investment adviser, or engineering consultant authorised or regulated for the purpose of giving such advice.
- 9.4** **Regulated charges and published tariffs.** Network charges, levies, and statutory rates applied in the Services are drawn from schedules published by network operators and regulators, including ESB Networks DAC and the Commission for Regulation of Utilities in the Republic of Ireland and the relevant Distribution Network Operator and Ofgem in Great Britain. Such charges are set annually and are subject to change, and in the Republic of Ireland the charging year runs from 1 October to 30 September. Reports state the charging year on which the analysis is based. Kyper Energy does not warrant that any published rate remains current at the date a report is read or relied upon, and the Customer must verify all applicable rates against its own supply contract and connection agreement before acting on a report.

10. Limitation of Liability

- 10.1** Nothing in these Terms excludes or limits Kyper Energy's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.
- 10.2** Subject to Clause 10.1, Kyper Energy's total aggregate liability to the Customer arising out of or in connection with the Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Customer to Kyper Energy in the twelve (12) months preceding the event giving rise to the claim.
- 10.3** Subject to Clause 10.1, Kyper Energy shall not be liable for any indirect, special, or consequential loss, or for any loss of profit, revenue, anticipated savings, business opportunity, or goodwill, whether arising in contract, tort, or otherwise, and whether or not such loss was foreseeable.

- 10.4** The Customer acknowledges that the limitations in this Clause 10 are reasonable having regard to the fees charged for the Services and the availability of independent professional advice referred to in Clause 9.

11. Service Availability

Kyper Energy will use reasonable endeavours to maintain the availability of the Services but does not warrant uninterrupted or error-free operation. No service level agreement or uptime guarantee is offered except where separately agreed in writing.

12. Procurement Introduction Services and Recommended Partners

- 12.1** Where requested by the Customer, Kyper Energy may introduce the Customer to one or more Recommended Partners for the supply of battery storage or solar equipment.
- 12.2** Kyper Energy maintains commercial relationships with certain Recommended Partners, including the payment of an annual partnership or listing fee by the Recommended Partner to Kyper Energy. This arrangement does not affect the independence of the underlying Onyx analysis, which is generated identically regardless of which, if any, manufacturer the Customer ultimately selects.
- 12.3** Where the Customer proceeds to contract with a Recommended Partner introduced by Kyper Energy, a success fee of 3% of the gross contract value is payable by the Customer to Kyper Energy on financial close, unless otherwise agreed in writing.
- 12.4** Kyper Energy is not a party to, and accepts no liability arising from, any contract between the Customer and a Recommended Partner.

13. Suspension and Termination

- 13.1** Either party may terminate a subscription at any time; cancellation takes effect at the end of the current billing period and no refund is given for the unexpired portion, except as required by law.
- 13.2** Kyper Energy may suspend or terminate access immediately if the Customer breaches these Terms, fails to pay any sum when due, or if Kyper Energy reasonably believes continued provision of the Services would breach applicable law.

14. Confidentiality

Each party shall keep confidential all non-public information disclosed by the other in connection with the Services and shall not disclose it to any third party except as necessary to perform its obligations, as required by law, or with the other party's consent.

15. Force Majeure

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war,

civil unrest, industrial action, or failure of third-party infrastructure (including cloud hosting, payment processing, or internet connectivity providers).

16. General

- 16.1 Governing Law and Jurisdiction.** These Terms are governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales, save that where the Customer is established in the Republic of Ireland the jurisdiction of the courts of England and Wales is non-exclusive, and nothing in this Clause deprives such a Customer of the protection of any mandatory provision of Irish law that cannot be derogated from by agreement.
- 16.2 Assignment.** The Customer may not assign or transfer its rights under these Terms without Kyper Energy's prior written consent. Kyper Energy may assign these Terms in connection with a merger, acquisition, or sale of substantially all its assets.
- 16.3 Entire Agreement.** These Terms, together with the Privacy Policy and any Data Processing Agreement, constitute the entire agreement between the parties and supersede all prior agreements relating to the Services.
- 16.4 Severability.** If any provision of these Terms is found unenforceable, the remaining provisions continue in full force.
- 16.5 Variation.** Kyper Energy may update these Terms from time to time; material changes will be notified to active subscribers by email no less than 14 days before taking effect.
- 16.6 Anti-Bribery and Modern Slavery.** Kyper Energy is committed to conducting business ethically and in compliance with the Bribery Act 2010 and the Modern Slavery Act 2015 and, in respect of its activities in the Republic of Ireland, the Criminal Justice (Corruption Offences) Act 2018.

17. Contact

Questions about these Terms should be sent to hello@kyper.energy.

18. Data Processing Agreement

Where Customer Data includes personal data, the terms of the separate Kyper Energy Data Processing Agreement are incorporated into these Terms by reference and take precedence in the event of any conflict regarding the processing of personal data.