



App Terms of Service

March 2026



Terms of Service

By using the **Levelise App**, **You** are agreeing to comply with these **Terms of Service** ("**App Terms**"). These terms, together with our **Privacy Policy**, govern our relationship with **You** in relation to the **Levelise App**.

We licence use of our **App** to **You** on the basis of these **Terms of Service** and subject to any rules or policies applied by any app store provider or operator from whose site, located at either <https://play.google.com> or <https://apps.apple.com> as appropriate (either, Appstore), the End-user downloaded the **App** (Appstore Rules). We do not sell our **App** to you. We remain the owner of the **App** at all times.

If **You** do not agree to these **App Terms**, **You** must not use our **App**. This **Terms of Service** shall be read in conjunction with, and is subject to, the terms and conditions of the **Privacy Notice**.

Information about us

The **Levelise App** is operated by **Levelise Limited** ("we"). We are registered in England and Wales under company number 10653159 and have our registered office at Synergy House, Woolpit Business Park, Woolpit, Bury St. Edmunds, Suffolk, IP30 9UP. All references to 'we', 'us', 'our' or 'Levelise' in these **App Terms** includes **Levelise Limited** and all our Group Companies, and our Group Companies may enforce these terms.

Definitions

For the purposes of these **App Terms** "Group Company" means a company or corporation which is: (i) the ultimate Holding Company of a person; or (ii) a Subsidiary of a person; or (iii) a Subsidiary of the ultimate Holding Company of a person; or (iv) an Associate of a person. The terms "Holding Company" and "Subsidiary" shall have the meanings assigned to them by Section 1159 of the Companies Act 2006 and "Associate" shall have the meaning assigned to it by Section 430 of the Corporation Tax Act 2010. If **You** access the **App** from a country outside of the United Kingdom, the terms "Holding Company", "Subsidiary" and "Associate" shall have the meanings given to equivalent terms under the laws of the jurisdiction in which **You** access the **App**.

- Headings shall not affect the interpretation of this Agreement.
- Words in the singular shall include the plural and vice versa.
- A reference to one gender shall include a reference to the other genders.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

"**App**" means any Appstore or web-based application owned, operated, or provided on or behalf of **Levelise**.



"Authentication Credentials" means account usernames and passwords and other means of user identification which may be provided by **Levelise** to **You**.

"Charging Schedule" means the ability for **You** to schedule the behaviour of **Your** battery.

"Change in law" means any change in any law (including but not limited to any statute, regulation and/or industry rules and including in relation to tax) of England and Wales, the United Kingdom (or any part thereof) or the European Union which is legally binding on **Levelise** and/or **You** and which relates to **Levelise's** and/or **Your** obligations under this Terms of Service.

"Dashboard" means the section on the **Levelise App** which shows **You** all relevant details in relation to **Your Account** with **Levelise**.

"End User Licence Minimum Terms" means the terms that **Levelise** is obliged (by its software licence) to ensure that **You** comply with so that **You** can use the **Hub**.

"Enode" means Enode AS (registered in Norway with company number 925091421).

"FlatPeak" means FlatPeak, the trading name of FlatPeak Technology Ltd (incorporated and registered in England and Wales with company number 13581791).

"Flexibility Assets" means electrical equipment approved by **Levelise** and which may or may not be installed by the **Installer** at **Your Property** that can be operated by the **Hub** or via **Enode**, including a battery energy storage system, solar photovoltaic inverter, electric vehicle, electric vehicle charger, heat pump, hot water tank.

"Hub" means the piece of smart technology equipment that enables **Levelise** as the **Hub** controller to operate **Flexibility Assets** at **Your Property** and manage **Your Charging Schedule**.

"Hub Benefits" mean those benefits being costs savings on **Your** energy bill that accrue to **You** as a result of **Levelise** optimising **Your** energy consumption against a time of use tariff.

"Installer" means an installer that is approved by **Levelise**.

"Levelise Affiliate" means a) any **Levelise** parent undertaking; and b) any subsidiary undertaking of **Levelise** or of its parent undertaking and the expressions 'parent undertaking' and 'subsidiary undertaking' shall have the same meaning as they have in the Companies Act 2006.

"Load Following Device" means any device installed in **Your Property** that responds to energy consumption or production in **Your Property** to alter the volume of energy imported from or exported to the grid.



"Open Source Software" means any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (set out at www.opensource.org) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at www.gnu.org).

"Personal Data" has the meaning given in the UK GDPR.

"Privacy Notice" means Levelise's policy regarding data privacy and can be found on the Levelise Website or can be emailed to You on request.

"Property" means either of: (i) the property that You own and rent out for domestic use, or (ii) the property where You live and in which You own a freehold or leasehold interest in land, or (iii) the property where You live and in which You do not own a freehold or leasehold interest in land.

"Reasonable and Prudent Operator" means that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking and under the same circumstances which shall include compliance with manufacturer's manuals etc.

"Smart Meter" means the meter installed at Your Property for the purposes of measuring the supply of gas and/or electricity to, and the usage of gas and/or electricity by, You, with the capability of communications with remote diagnostics.

"Your Account" means the record held by Levelise incorporating the performance of Your Flexibility asset and a record of any transactions and communications between You and Levelise.

Levelise's services to you

Levelise shall monitor and control Your Flexibility Assets:

1. as per Your instruction selected in the Levelise App; and
2. with reasonable skill and care; and
3. in accordance with the standard of a Reasonable and Prudent Operator; and
4. in accordance with applicable laws, permits, consents, licences and regulations.

From the time that You download the Levelise App in accordance with the App Terms of Service, Levelise shall provide You with access to Your Dashboard so that You can monitor Your Flexibility Assets, energy usage, savings and earnings.



Your continuing obligations

You must:

1. maintain **Your** solar photovoltaic system, **Flexibility Assets** and **Hub** in a good working state in accordance with the manufacturers' manuals and/or recommendations (including the user manual); and
2. maintain **Your** solar photovoltaic system and **Flexibility Assets** in accordance with **Your** connection agreement with **Your** distribution network operator; and
3. ensure that the **Flexibility Asset** continues to be one that is approved by **Levelise**; and
4. ensure that the **Hub** and/or the **Hub** and **Flexibility Asset** remain connected to the internet in the **Property** as well as the mains electrical power supply at the **Property**; and
5. ensure at all times that separate to any on-site generation from the solar photovoltaic system to the **Property/Flexibility Asset**, the **Property** (and the **Flexibility Assets**) will otherwise continue to be supplied by an electricity supplier operating under a licence awarded to it pursuant to Section 6 of the Electricity Act 1989 or under an exemption to said Act
6. grant **Levelise** and the **Levelise Affiliates** the right to monitor the **Flexibility Asset** and take control, of the operation of the **Flexibility Asset** according to **Your** instruction selected in the **Levelise App**; and
7. consent to the use of **Your** internet connection for data sharing, which will be at least 1GB/month and 80Kbps; and
8. maintain a connection to the manufacturer's portal for **Your Flexibility Assets** as required, accepting and complying with their terms and conditions of use; and
9. consent to **Levelise** acting as **Your** agent for interactions with the manufacturer of **Your Flexibility Assets** to manage software updates for **Your Flexibility Assets** and to comply with the obligations in this agreement; and
10. provide **Levelise** with accurate information regarding **Your** contact details, **Your Flexibility Assets**, and **Your** import and export tariffs; and
11. comply with these **Terms of Service**.

Tariff optimisation service

Provided **You** consent to **FlatPeak** sharing **Your** tariff data with **Levelise**, **Levelise** may:

1. use **Your** tariff information to improve the accuracy of **Your Hub Benefits** which **Levelise** report back to **You** via the **Levelise App** or by email;
2. compare **Your** current tariff with other tariffs available from other licenced UK electricity suppliers and suggest via the **Levelise App** if **You** could save money by switching to a different tariff or supplier; and



3. optimise how **Levelise** use **Your Flexibility Assets** to deliver savings or earnings that may be available to **You**.

You may withdraw consent to **Levelise** using **Your** tariff data pursuant to this clause at any time via the **Levelise App** or by emailing **Levelise** at support@levelise.com, acknowledging, however, that if **You** withdraw **Your** consent, **Levelise** will be unable to provide the tariff optimisation service described in this clause.

Customer data

The data that is generated, collected, processed or stored as part of this **Terms of Service** may include **Your Personal Data** and will be shared between and accessible by **Levelise** and other **Levelise Affiliates**, each of which shall be independent controllers of **Your Personal Data** for the purposes of the Data Protection Legislation.

Levelise and the **Levelise Affiliates** are committed to protecting **Your** privacy and to complying with the Data Protection Legislation. Information regarding matters such as: (i) the purposes for which **Your Personal Data** will be processed by in connection with this **Terms of Service**; (ii) **Your** rights with respect to the processing of **Your Personal Data** by each of these entities; and (iii) the means via which **You** may contact **Levelise** and/or the **Levelise Affiliates** with respect to the processing of **Your Personal Data**, may be found in the privacy notices made available via the **Levelise** website. **Levelise** and the **Levelise Affiliates** will only use **Your Personal Data** in accordance with **Levelise's** privacy notice.

Your Personal Data will be retained only for as long as is necessary to fulfil the purpose for which it was collected or otherwise obtained. Generally, this means that **Your Personal Data** will be retained for at least 12 months from the date on which it is collected (however, in some circumstances **Your Personal Data** may be retained for longer than 12 months, including where this is necessary for compliance by **Levelise** and/or the **Levelise Affiliates** with their respective legal and/or regulatory obligations).

You acknowledge and agree that each of **Levelise** and the **Levelise Affiliates** may pseudonymise and aggregate any **Personal Data** that is collected about **You** in connection with this **Terms of Service** (such that it no longer constitutes **Personal Data** or can otherwise be associated with **You**) and may use and retain such data for their respective internal business purposes on an ongoing basis.

Updates

We may update and change our **App** from time to time to reflect changes to our products and customer needs.



We may also amend these terms from time to time, so please check back here before using our **App**. Your continued use of our **App** will be deemed to constitute **Your** acceptance of any revised terms. If **You** do not agree with any changes we make to these terms, **You** must not continue to use our **App**.

Availability

While we try to make our **App** available at all times, we do not guarantee that our **App**, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our **App** for business, operational, or other reasons. We will not be liable if our **App** is unavailable for any period of time.

We may transfer these terms to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell **You** in writing if this happened and we will ensure that the transfer will not affect **Your** rights under the contract.

Third party websites

Where our **App** contains links to other sites provided by third parties, these links are provided for **Your** information only and are not an endorsement. We have no control over the contents of those sites and so will not accept any responsibility for any materials on there.

Security

Access to certain areas of our **App** may be restricted. We reserve the right to restrict access to other areas of our **App**, or indeed our whole **App**, at our discretion.

If we provide **You** with a user ID and password to enable to **You** access restricted areas of our **App** or other content or services, **You** must treat that user ID and passwords as confidential and must not disclose these to any third party. **You** are fully responsible for all activities that occur under **Your** user ID or password. If **You** know or suspect that anyone other than **You** knows **Your** user identification code or password, **You** should change **Your** password immediately, and notify us at support@levelise.com if **You** are still concerned.

We may disable **Your** user ID and password in our sole discretion without notice or explanation.



We do not guarantee that our **App** will be secure or free from bugs or viruses and **You** are responsible for configuring **Your** own device to access our site. **You** should use **Your** own virus protection software.

Prohibited uses

You may use the **App** only for lawful purposes. **You** may not use the **App**:

- a) in any way that breaches any applicable local, national or international law or regulation;
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c) for the purpose of harming or attempting to harm minors in any way;
- d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards made available from time to time;
- e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Information about you

You can use the **App** to enter information about **Yourself**. We will use **Your** information in accordance with our Privacy Policy, which can be found here <https://www.levelise.com/privacy-policy>. By using the **App** **You** consent to such processing and **You** warrant that all data provided by **You** is accurate.

Content

We provide our **App** free of charge and the content is provided for general information only. It is not intended to amount to advice on which **You** should rely.

Although we make reasonable efforts to update the information on our **App** and ensure its accuracy, we make no guarantee that the content on our **App** is accurate, complete or up to date.

Linking to our App

You may, of course, link to our **App** as long as the link is for fair and legal purposes and is not used to damage or take advantage of our reputation.



You must not establish a link to our **App** in such a way as to suggest any form or association, approval or endorsement on our part where none exists or in any website that is not owned by You.

Our **App** must not be framed on any other website or app, nor may You create a link to any part of our **App** other than the home page or scrape any of the content of our **App**.

We reserve the right to withdraw linking permission without notice.

The website from which You are linking to our **App** must not include any content which (a) is illegal or unlawful; or (b) infringes any third party's legal rights (including, but not limited to, intellectual property rights).

Use of the App

You shall not:

1. attempt to copy, modify, duplicate, frame, mirror, republish, download, display, transmit, distribute or otherwise create derivative works from all or any portion of the **App** in any form or media or by any means;
2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (including creating or attempting to create the source code from the object code) all or any part of the **App** in any manner;
3. use the **App** to provide services to third parties;
4. attempt to obtain, or assist third parties in obtaining, access to the **App**, other than as provided under these **Terms**.

You shall:

1. keep any **Authentication Credentials** secure and confidential;
2. permit **Levelise** to audit the **Your** use of the **App** using technical and other means, including through embedding technology within the **App**;
3. be solely responsible for procuring and maintaining **Your** network connections and telecommunications links from **Your** devices and systems to the **Levelise's** systems, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to **Your** network connections or telecommunications links or caused by the internet.

You acknowledge that the **App** utilises and/or incorporates **Open Source Software**. Any such **Open Source Software** may be used according to the terms and conditions of the specific licence under which the relevant **Open Source Software** is distributed but, notwithstanding anything to the contrary in these **App Terms**, is provided by the Company "as is".



Intellectual property

We own or hold the licence for the copyright, trademarks and all other intellectual property rights contained in the content and materials on our **App**.

You must not sell, licence, distribute or otherwise make available the content of our **App**.

Nothing on our **App** gives anyone a licence or right to use any of the content without our prior consent.

You are not permitted to use our names and/or logos without our prior written approval.

Liability

We do not exclude or limit in any way our liability to **You** where it would be unlawful to do so, including liability for any non-excludable statutory rights provided by English law.

We otherwise exclude all implied conditions, warranties, representations or other terms that may apply to our **App** or any content on it.

Subject to any statutory rights that cannot be excluded under English law we will not be liable to **You** 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 (i) **Your** use of, or inability to use, our **App**; or (ii) **Your** use of or reliance on any content displayed on our **App**. Where we are permitted to limit our liability for breach of any statutory rights our liability is limited, at our option, to the total price paid by **You** for the services or to resupplying, replacing, or paying for the cost of replacement of the relevant goods or services.

In particular, we will not be liable for:

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

In addition, we will not be liable to **You** in respect of any losses arising out of any event or events beyond our reasonable control.

We exclude liability for actions taken in response to breaches of the Prohibited uses clause.



The App is directed at our customers and prospective customers in the United Kingdom and we make no representations or give any warranties that the App and the materials on the App are appropriate or available for use in locations outside the United Kingdom.

Termination

Termination by You:

1. You have the right to end Your relationship with us at any time by requesting Your Account to be deleted. To do this, email us on support@levelise.com or request to delete Your Account through the Levelise App.

Termination by Levelise:

1. Levelise must give at least two calendar months' notice to You before terminating our relationship with You. Notwithstanding this, Levelise shall be entitled to terminate our relationship with You immediately (on providing written notice to this effect) in the following circumstances:
2. if You commit a material breach which has not been remedied within 14 days of Levelise's written notice to You to remedy such material breach; and/or
3. You are unable to pay Your debts as they fall due or are declared bankrupt; and/or
4. You move out of the Property; and/or
5. You sell the Property; and/or
6. Your Property has been repossessed by a mortgagee or some other third party; and/or
7. Levelise has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months; and/or
8. if there is a Change in Law.

Termination of our relationship with You:

1. by Levelise shall not affect any rights and obligations which may have accrued to Levelise and You prior to Levelise's termination of our relationship with You; and
2. by You shall not affect any rights and obligations which may have accrued to You and Levelise prior to Your termination of our relationship with You.

Governing Law

These App Terms are governed by the laws of England and Wales, and any disputes arising shall be dealt with exclusively by the English courts.



Contact

If you have any questions about these terms, please write to us by email to support@levelise.com or by post to:

Levelise Ltd
Synergy House
Woolpit Business Park
Woolpit
Bury St Edmunds
Suffolk
IP30 9UP
United Kingdom

