

Terms of Use EN

BETA PROGRAM TERMS AND CONDITIONS (ENGLISH – PREVAILING VERSION)

Unwaste EMS (Beta)

1. Operator and General Information

1. The Beta Program is operated by **Unwaste P.S.A.**, NIP: 7922328190, KRS: 0001174941, Jana Pawła II 3A, 37-500 Jarosław, Poland (“Operator”).
 2. Correspondence address:
Unwaste P.S.A., ul. Podole 60, 30-394 Kraków, Poland.
 3. Contact: support@unwaste.energy.
 4. These Terms govern the use of the beta (test) version of the Unwaste EMS solution (“Service”).
 5. The Service is offered within the European Union.
 6. The Service is provided free of charge during the Beta Program.
 7. The Service is intended solely for individuals who are at least 18 years old and have full legal capacity (“User”).
 8. In the event of discrepancies between language versions, the English version shall prevail.
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2. Beta Nature of the Service

1. The Service is experimental and provided solely for testing, evaluation, and improvement purposes.
 2. The Service may contain errors, inaccuracies, or incomplete features.
 3. The Operator may modify, suspend, restrict, or discontinue any part of the Service at any time.
 4. The Operator does not guarantee that the Service will reduce energy costs, generate savings, or achieve any specific economic result.
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3. Scope of the Service

3.1 Architecture

1. The Service consists of:
 - a locally operating software module/addon (“Local Module”); and
 - optional cloud-based functionalities (“Cloud Service”).
 2. Control decisions are made locally by the Local Module.
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3.2 System Operating Modes

1. The System operates in two operational modes:
 - a) “**stopped**” – configuration mode, in which the User may configure parameters, add devices, and modify settings, but the System does not actively analyze real-time data nor generate control States,
 - b) “**started**” – active mode, in which the System analyzes input data and generates States in accordance with the configured settings.
 2. Switching the System from “stopped” to “started” mode occurs solely as a result of an explicit action taken by the User.
 3. Until the “started” mode is activated, the System does not generate any control signals nor perform automated decisions affecting device operation.
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3.3 Advisory Control Mechanism

1. The Service does not directly operate devices primarily through binary “on/off” switching.
2. Instead, it generates advisory logical states: **Off, Eco, Comfort, Boost** (“States”).
3. States are determined based on energy price data and/or user-selected tariff parameters.
4. During configuration, the User maps States to specific device commands using integrations available in the User’s environment (e.g., Home Assistant and device integrations).
5. The States are advisory in nature. Final device behavior depends on factors outside the Operator’s control, including:
 - User configuration (mapping rules, automations, thresholds),
 - user-defined schedules overriding price logic,
 - manual overrides initiated by the User,
 - behavior and limitations of integrations,
 - internal device logic, firmware, and safety mechanisms.
6. Devices may ignore or modify responses to States.
7. The Service does not bypass or disable device safety protections and does not provide functionality enabling such bypass.

3.4 “Unmanaged” Device Mode

1. Each device added to the System operates by default in “**unmanaged**” mode.
 2. In “unmanaged” mode, the System may collect and process device data but does not generate States or other control signals for that device.
 3. Enabling management of a device (disabling “unmanaged” mode) requires an explicit decision by the User during the configuration process.
 4. The User is responsible for the decision to enable device management and for the correctness of its configuration.
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3.5 Energy Monitoring

1. The Service may display or process energy consumption data solely based on data made available through User-configured integrations and sensors.
 2. The Operator does not guarantee accuracy, completeness, frequency, or timeliness of such data.
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3.6 No Advisory Services

1. The Service does not constitute energy, financial, engineering, investment, or technical advisory services.
 2. Any calculators, simulations, or informational materials are provided for informational purposes only and do not guarantee specific outcomes.
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4. Cloud Service and Maintenance

1. The Cloud Service is auxiliary and may include price retrieval and account-related functionalities.
 2. The Cloud Service operates on a **best-effort basis**.
 3. The Operator may introduce planned or unplanned maintenance, updates, or technical interruptions.
 4. Where reasonably possible, notice of planned maintenance may be provided via website, interface, or email.
 5. Cloud unavailability does not affect autonomous operation of the Local Module and shall not constitute grounds for claims regarding local control decisions.
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5. Account and Security (Cloud Service)

1. Use of the Cloud Service may require registration with an email address.
 2. The User is responsible for safeguarding login credentials.
 3. The User must promptly notify the Operator of suspected unauthorized access at support@unwaste.energy.
 4. The Operator may suspend or terminate access in case of security concerns or misuse.
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6. Technical Requirements and Internet Risks

1. The Service requires a compatible technical environment, including properly configured devices and integrations.
 2. Internet connectivity is required for Cloud Service functionalities.
 3. The public nature of the internet involves security risks; Users should apply appropriate safeguards.
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7. User Responsibilities

1. The User is responsible for:
 - correct configuration of the Service and connected devices,
 - accuracy of tariff and pricing data,
 - ensuring installations comply with applicable law,
 - using devices equipped with appropriate safeguards.
 2. Activities requiring professional qualifications (e.g., electrical work) must be performed by qualified persons.
 3. The User must monitor system behavior and may disable automation at any time.
 4. The Service is intended for Users with sufficient technical understanding.
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8. Logs and Evidence

1. Operational logs are stored locally in the User's environment.
 2. The Operator has no access to local logs unless voluntarily provided.
 3. Complaints should include relevant logs or configuration evidence.
 4. Absence of such data may prevent proper assessment.
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9. Updates and End of Beta

1. The Operator may release updates modifying functionality or algorithms.
 2. The Beta Program is scheduled to end on **15 April 2026**, unless extended or terminated earlier.
 3. Continued use after Beta may require acceptance of new terms.
 4. If new terms are not accepted, the User must cease use and uninstall the Local Module and delete the cloud account (if applicable).
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10. Complaints and Technical Support

1. Complaints and technical inquiries: **support@unwaste.energy** or in writing to the correspondence address **Unwaste P.S.A., ul. Podole 60, 30-394 Kraków, Poland**.
 2. Complaints should include description, approximate date/time, and relevant operational data.
 3. The Operator will respond within **14 days**.
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11. Prohibited Conduct

1. The Service may not be used unlawfully.
 2. The User may not attempt to bypass security mechanisms.
 3. Reverse engineering, decompilation, or modification is prohibited except where expressly permitted by law.
 4. Redistribution or making the Service available to third parties without consent is prohibited.
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12. Intellectual Property and Feedback

1. All intellectual property rights in the Service, trademarks, logos, and materials belong to the Operator.
 2. The User receives a non-exclusive, non-transferable license for Beta participation.
 3. Any feedback provided by the User may be used by the Operator worldwide, royalty-free, without attribution.
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13. Liability and Force Majeure

1. The Operator's liability is limited to actual, direct damages.
2. Liability for loss of profits, expected savings, indirect or consequential damages is excluded.

3. Total aggregate liability is limited to **EUR 1,000**.

4. Contributory Fault of the User

- a. To the extent permitted by mandatory applicable law, the Operator's liability shall be reduced proportionally if and to the extent the damage was caused or contributed to by the User's acts or omissions.
- b. This includes, in particular, situations where the damage results from:
 - a) improper configuration of the System or devices,
 - b) incorrect mapping of States to control commands,
 - c) inaccurate or incomplete tariff or pricing data provided by the User,
 - d) manual overrides or interference with automated settings,
 - e) use of third-party integrations, software, or devices,
 - f) installation or use of devices not compliant with safety requirements or applicable laws.
- c. The Operator's liability shall be reduced in proportion to the degree of the User's contribution to the damage.

5. Limitations do not apply to personal injury, intentional misconduct, or where exclusion is prohibited by mandatory law.

6. The Operator is not liable for damage resulting from:

- incorrect input data,
- improper configuration,
- third-party systems or device behavior,
- unsafe installations lacking safeguards.

7. The Operator is not liable for failure caused by events beyond reasonable control, including power outages, telecom failures, cloud incidents, cyberattacks, or acts of authorities ("Force Majeure").

14. Governing Law

These Terms are governed by Polish law, without prejudice to mandatory consumer protection laws of the User's country of habitual residence.