



SolarPulse Terms and Conditions

Welcome to Solar Energy UK ("Company", "we", "our", "us", "SEUK"). These Terms and Conditions ("Terms") govern your access to and use of our market intelligence data platform ("SolarPulse", "Platform"). By accessing or using SolarPulse, you confirm that you are acting on behalf of a business entity and agree to be bound by these Terms.

Effective Date: 05/06/25

Last updated: 22/05/25

1. Definitions

- 2.1 "User" and/or "Member" refers to any business entity or authorised representative accessing the Platform.
- 2.2 "Services" refer to the data, reports, analytics, and any other features provided through the Platform.
- 2.3 "Subscription" refers to the paid access to our Platform.
- 2.4 "Commercial purposes" refers to the use of the platform's data, services, or content for activities intended to generate financial gain, including but not limited to resale, redistribution, licensing, integration into products or services for sale, use in advertising or marketing, or any other business-related activity that aims to derive profit or monetary benefit.
- 2.5 "Materials" and/or "Content" refers to all data, information, documents, reports, analyses, graphics, charts, software, code, audio, video, images, text, and any other intellectual property or media provided by the platform, either directly or indirectly, in any format. This includes all proprietary and non-proprietary content made available to users for viewing, downloading, or use as part of the platform's services, whether publicly or through paid subscription or licensing.

2. Use and Account Registration

- 2.1. The Platform is intended for business use only. By registering, you confirm that you are acting on behalf of a business entity.
- 2.2. Users must create an account to access the Platform.
- 2.3. You agree to provide accurate, current, and complete information during registration.
- 2.4. You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account.

3. Privacy & Data Protection (Including Cookie Policy)

- 3.1. Your use of the Platform is also governed by our Privacy Policy, which outlines how we collect, store, and use your data.
- 3.2. We comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 regarding the processing of personal data.

- 3.3. By using the Platform, you consent to the collection and use of your data as outlined in our Privacy Policy.
- 3.4. We use cookies and similar tracking technologies to enhance user experience and analyse usage. By using the Platform, you agree to our use of cookies as described in our Privacy Policy.

4. Subscription, Payment, and Refund Policy

- 4.1. Access to the Platform is provided on a subscription basis, and payable in sterling only.
- 4.2. Payment terms, including fees and billing cycles, are disclosed during signup.
 - 4.2.1. We will issue an invoice following receipt and acceptance of an application.
Payment terms are set out on the invoice and in the Byelaws.
 - 4.2.2. Users wishing to pay in instalments may have this facility granted to them, pending approval by Solar Energy UK for applicable terms
- 4.3. Any order placed with SolarPulse shall constitute a binding contract upon the User's execution of the order, whether by physical signature or by confirmation of acceptance via electronic communication, including but not limited to email.
- 4.4. Solar Energy UK shall be entitled to regard any order, agreement, or application signed or submitted by an individual purporting to act on behalf of a User as conclusive evidence of the User's acceptance of the relevant terms and conditions. Such individual shall be deemed to possess the requisite authority to bind the User, and the Association shall be under no duty or obligation to verify the actual authority of said individual.
- 4.5. All payments are non-refundable except as required by law.
- 4.6. In the event that subscription payments are not received within one calendar month of the due date, the user's subscription shall be deemed lapsed, and all associated services may be suspended without further notice until such time as full payment is received.
- 4.7. Notwithstanding the suspension of services, subscription fees shall continue to accrue during the period of non-payment, together with interest at a rate of two percent (2%) per annum above the prevailing base rate, until such time as written notice of resignation is received from the user in accordance to Section 14.
- 4.8. Users may cancel their subscription (see section 14), but no refunds will be issued for unused portions of a billing cycle.
- 4.9. Prices and services may be updated, and users will be notified of any material changes.

5. Acceptable Use Policy

- 5.1. All content on the Platform, including data, reports, and software, is owned by Solar Energy UK and/or its licensors.
- 5.2. Users may only access and use the Platform for lawful business purposes.
- 5.3. All materials, content, data and reports provided are for internal business use and may not be resold, redistributed, or used for illegal purposes.
- 5.4. Users are granted a limited, non-exclusive, non-transferable license to access, view, and download data, graphs, reports, and other materials ("Content") from the Platform solely for personal, internal, or non-commercial purposes, unless otherwise expressly authorized by the Platform in writing. Any use of the content outside the scope of this permitted use is strictly prohibited.

5.5. Any public use of the content, including reports, graphs, or datasets, must include proper attribution to the Platform as the source of the content (see section 7.4). The required attribution must be clearly visible and in a form that is legible and easy to understand, as specified by the Platform.

5.6. Users shall not:

- 5.6.1. Use any material, content, data, and/or reports for commercial purposes without our prior written consent
- 5.6.2. Share login credentials or allow unauthorised users to access the Platform
- 5.6.3. Attempt to reverse engineer, decompile, or extract proprietary information from the Platform.
- 5.6.4. Use automated tools such as bots or scrapers to extract data.
- 5.6.5. Use the Platform for fraudulent, misleading, or unlawful purposes.
- 5.6.6. Edit, modify, or manipulate any content in any way that could alter its original meaning, accuracy, or presentation.
- 5.6.7. Misrepresent or use the content in any manner that could create the false impression of the Platform's endorsement or support.
- 5.6.8. Redistribute, sublicense, sell, or exploit the content for commercial purposes, including but not limited to selling, publishing, or sharing it as part of any product, service, or commercial offering.
- 5.6.9. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices attached to the content.

6. Media Use and Public Disclosure

6.1. Users agree not to use, share, distribute, or otherwise provide any content, data, reports, or materials obtained from the Platform to any media outlet, press, or third-party publication, either in print, online, or through any other media, without the explicit, prior written consent of Solar Energy UK.

6.2. Users shall not:

- 6.2.1. Share, disclose, or distribute any content from the Platform to any media channels, news organizations, journalists, bloggers, or other public outlets without obtaining written permission from Solar Energy UK.
- 6.2.2. Publish or make public any part of the content, whether in whole or in part, on any external platform, blog, social media, or news site, unless explicitly authorized in writing by Solar Energy UK.

6.3. If you wish to share any content from the Platform with the media or any third-party publication, you must submit a formal request to Solar Energy UK at Solarpulse@solarenergyuk.org. Solar Energy UK reserves the right to approve or deny such requests at its sole discretion.

6.4. Any public use of the content, including reports, graphs, datasets, or any other materials sourced from the Platform, must include proper attribution to the Platform as the original source of the content. Proper attribution means that the source of the content must be clearly visible and in a format that is both legible and easy to understand. The following guidelines should be adhered to when providing attribution:

6.4.1. Required Attribution Text:

- 6.4.1.1. The attribution must include the name of the Platform, “SolarPulse”, and a statement that the content is sourced from the Platform. For example:

"Data sourced from SolarPulse "

"Report/Graph/Content provided by SolarPulse"

- 6.4.1.2. The exact phrasing and placement may vary, but it must clearly identify the Platform as the origin of the content.

6.4.2. Inclusion of Logo:

- 6.4.2.1. The Platform’s logo must be included as part of the attribution when publicly using the content. The logo should be displayed in a clear and unobstructed manner and should not be altered, distorted, or obscured. The logo must appear in a size that is appropriate for the medium and ensures visibility and legibility.

- 6.4.2.2. The Platform’s logo can be provided in various formats (such as PNG, JPG, SVG), and it should be used as received from the Platform, without modification.

6.4.3. Visibility and Placement:

- 6.4.3.1. The attribution, including both the text and the logo, must be placed in a location that is clearly visible and easily identifiable. It should be presented in a manner that ensures users or viewers of the content can easily see and read the source attribution, without ambiguity.

- 6.4.3.2. In the case of digital content (such as reports or graphs), the attribution should be placed near the content itself (e.g., within the footer of a report, near the graph, or as part of the metadata for the dataset).

- 6.4.3.3. For printed content, the attribution should be included in a prominent position (e.g., in the footer or in a reference section).

6.4.4. Font Size and Style:

- 6.4.4.1. The attribution text should be presented in a font size and style that is legible and easily readable. It should not be obscured by other elements of the design or content, such as in fine print or hidden in non-prominent areas of a page or visual.

6.4.5. No Alteration or Misrepresentation:

- 6.4.5.1. The attribution text and Platform’s logo should not be altered in any way that could mislead or confuse the audience regarding the origin of the content. The name of the Platform and the logo should be presented exactly as provided, and the attribution should not be hidden, shortened, or obscured.

6.4.6. Attribution for Aggregated or Derivative Works:

- 6.4.6.1. If the content is used in aggregated or derivative works (e.g., a custom report, analysis, or visualization), the attribution must still be included and should reflect that the content was adapted or modified from the original data provided by the Platform. In such cases, the attribution should include additional language, such as:

"Original data from SolarPulse, adapted by [User Name/Organisation]"

6.4.7. Digital Platforms:

- 6.4.7.1. For online or digital publications (e.g., websites, blogs, social media posts), the attribution should be hyperlinked to the Platform’s website, if

possible, and should lead directly to the Platform's homepage or a relevant page indicating the source.

- 6.5. Any unauthorized use, distribution, or publication of content from the Platform may result in the immediate termination of access to the Platform and potential legal action for breach of these Terms and Conditions. Solar Energy UK reserves the right to seek damages for any harm caused by unauthorized media use or disclosure of proprietary Content.
- 6.6. All content on the Platform remains the intellectual property of Solar Energy UK, and users acknowledge that they do not have the right to reproduce, distribute, or use the content for public purposes without explicit written consent. All rights not expressly granted to users are reserved by Solar Energy UK.

7. No Warranty & Limitation of Liability

- 7.1. The Platform makes no representations or warranties regarding the accuracy, completeness, or reliability of the content. The content is provided "as is" without any warranties, and the Platform will not be held liable for any errors, omissions, inaccuracies, or any actions taken based on the content. Users assume full responsibility for any use of the content and agree to hold the Platform harmless from any claims, damages, losses, or expenses arising from unauthorized use, misrepresentation, or alteration of the content.
- 7.2. The Platform and all services are provided "as is" and "as available" without any warranties of any kind, either express or implied. We do not warrant that the Platform will be error-free, uninterrupted, or free from harmful components.
- 7.3. To the maximum extent permitted by UK law, we are not liable for any direct, indirect, incidental, or consequential damages in connection with our site, or in connection with the use or inability to use the site, including its sub-domains.
- 7.4. In no event shall our liability exceed the total subscription fees paid by you in the past 12 months.
- 7.5. We are not liable for any failure to perform obligations due to circumstances beyond our reasonable control, including but not limited to natural disasters, governmental actions, pandemics, cyberattacks, or power failures.

8. Indemnity

- 8.1. You agree to indemnify, defend, and hold harmless Solar Energy UK, its affiliates, officers, employees, and agents from any claims, liabilities, damages, losses, and expenses arising from your use of the Platform or any breach of these Terms.

9. Third Party Links and Services

- 9.1. The Platform may contain links to third party websites or services. We are not responsible for the content or reliability of any third-party sites and disclaim any liability arising from their use.
- 9.2. By using the Platform, you agree to fully indemnify and hold us harmless upon request from any third-party claims arising from your unauthorised use of licensed content.

10. Changes to Terms

- 10.1. We reserve the right to update these Terms at any time.
- 10.2. Users will be notified of material changes, and continued use of the Platform constitutes acceptance of the revised Terms.

11. Business Specific Provisions

- 11.1. These Terms do not create a partnership, joint venture, or agency relationship between users and Solar Energy UK.
- 11.2. Users must ensure compliance with applicable industry regulations when using our data.
- 11.3. We reserve the right to monitor usage to prevent unauthorised access and ensure compliance.

12. Governing Law & Dispute Resolution

- 12.1. Users must comply with all applicable laws and regulations when using the Platform.
- 12.2. We reserve the right to restrict access if use of the Platform is found to violate applicable laws.
- 12.3. These Terms are governed by the laws of England and Wales.
- 12.4. Any disputes shall be resolved through binding arbitration or the courts of England and Wales.
- 12.5. Each party agrees that the UK courts shall have exclusive jurisdiction over any disputes arising from these Terms.

13. Termination and Suspension

- 13.1. The Platform reserves the right to terminate or suspend any user's access to the content, with or without notice, if it determines, in its sole discretion, that the user has violated any terms or conditions related to the use of the content. This may include, but is not limited to, failure to provide proper attribution, unauthorized editing or redistribution, or any commercial use of the content without prior consent.
- 13.2. Users may terminate their accounts at any time, in writing, providing three months written notice before the subscription is due for renewal. No refunds will be issued for unused subscription periods.
- 13.3. Upon termination, all rights granted to you under these Terms shall cease immediately.

14. Contact Information

For any questions about these Terms, please contact us at Solarpulse@solarenergyuk.org.

