



Outfox the Market Demand Flexibility Service Terms and Conditions

Please read these Terms and Conditions carefully before engaging in the Demand Flexibility Service. By participating in the service, you agree to be bound by the below terms and conditions.

Eligibility:

1. Customers who join OTM will not be eligible to register for the DFS service until their smart meter has been registered and sending reads for at least 30 days.
2. OTM customers must register for the service via the link sent to the registered email on their OTM account and opt-in for each event.
3. Participants must have a smart meter installed and set up to send half-hourly meter readings.
4. Participants must have a connected smart meter that has successfully sent automatic meter readings for 30 days or more.

Data:

1. Data shared between Parties (namely SMS and Data Communications Company) shall be used solely for the purposes of the service and handled with care to protect sensitive customer information.
2. Outfox the Market will comply with all applicable data protection and privacy laws and regulations.
3. Outfox the Market's privacy policy shall apply to any data collected for OTM's use and in connection with this service and can be found on our website.
4. Outfox The Market will share participants' Meter Point Administration Numbers, half-hourly metered energy consumption, energy export, usage information and other details relating to the participants with ESO, Solo Energy Limited (SMS), its affiliates and their authorised sub processor N3rgy Limited (Party credentials and Party ID of N3RGY LIMITED, incorporated and registered in England and Wales with the company number 11203504 whose registered office is at 4 Ovington Drive, Fleet, United Kingdom, GU51 1DF) to provide the Service including to register participants in the Service and calculate payments to individual participants. Your half-hourly metered consumption and export data from the electricity supply start date associated with your current MPAN will be processed by Solo Energy Limited and N3rgy Limited by interfacing with the national smart meter systems in accordance with the Smart Energy Code (<https://smartenergycodecompany.co.uk/>).

Reward:

1. Participants will receive credit against their OTM energy bill as a reward for their involvement in each event.
2. Customers who do not participate in one or more events will not be eligible for rewards on these particular energy-saving sessions.
3. Our partner SMS will notify participants via email of kWh reductions at peak times.

MONDAY TO FRIDAY **08:30 - 17:00** | SATURDAY **09:00 - 14:00** | SUNDAY - **CLOSED**

www.outfoxthemarket.co.uk | EMAIL: hello@outfoxthemarket.co.uk | TELEPHONE: **0800 103 2702**

4. OTM will calculate and contact customers with monetary reward amounts.
5. Rewards will be paid directly into the customer's OTM energy account within 30 days of the event participated in.
6. All credit rewards will be available to view on the online portal under bills and payments in addition to a full breakdown on the monthly statement.
7. The value of the reward is subject to change for each event based on the final DFS £/MWh value.
8. OTM will not be responsible for any reward if the smart meter does not communicate and send consumption data for the period of the event.

Participation:

1. Customer involvement is not mandatory and participants will not be penalised for opting in and not partaking in each event
2. Taking part in events will not be compulsory. Participants may opt-in for each event and choose whether to participate.
3. Participants must comply with these rules to maintain eligibility to the service.
4. Participants must opt-in for each event to be eligible for rewards.
5. Participants can only take part in one service with the supplier or provider of choice.
6. If a customer's smart meter is not working at the time of the event or the customer no longer lives at the address which was registered with Outfox the Market, we reserve the right to remove them from the service.
7. By entering the service, the participant confirms that all information provided to Outfox the Market is up to date and accurate.
8. If participants provide any fraudulent or incorrect information or data throughout the service or if Outfox the Market has reasonable grounds to believe a customer has breached the agreed Terms and Conditions, Outfox the Market reserves the right to disqualify them from the service.

Publicity and Marketing:

1. By opting-in, participants agree to Outfox the Market's use of their name and likeness for promotional and marketing purposes without additional compensation or permission.

Confidentiality:

1. Outfox the Market agrees to maintain the confidentiality of any non-public information obtained during the course of this service and shall not disclose such information to any third party without the written consent of the other Party barring those already involved.
2. Outfox the Market will only receive and supply data with the agreed parties namely SMS and Data Communications Company.

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General Terms:

1. Outfox the Market reserves the right to terminate, withdraw or amend the service and/or the Rules without prior notice. Any changes will be updated on our website.
2. The service will run on an invite only basis. Eligible customers will be invited to take part subject to having a smart meter with half-hourly data collection capabilities.
3. Customers may not be invited for the first event, however, may be invited prior to subsequent events throughout the service.
4. In the event that we cannot successfully retrieve participant's meter readings to calculate usage during the events, we will work out an average based on all service participants. If at any point during the service the participant is no longer eligible, we reserve the right to remove them from the service.
5. Outfox the Market will not be liable to reimburse any expenses incurred with entering the service and will not be liable for any errors or omissions in its decision making or the decision making of its Partners.
6. Participants requiring support prior to, during or after an event agree to contact us via chat and email.

By opting-in to the Demand Flexibility Service, participants acknowledge that they have read and understood these terms and conditions and agree to comply with them. Failure to follow these terms and conditions may result in disqualification from the service.

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