

# TERMS AND CONDITIONS OF USE

## AETHEL ENERGY INFRASTRUCTURE DEVELOPMENT PLATFORM

**Effective Date: 3 June 2026**

These Terms and Conditions ("Terms") govern access to and use of the Aethel Energy Infrastructure Development Platform and all associated services, software, calculators, onboarding portals, document submission systems, reports, dashboards, and related functionality.

By accessing, browsing, registering for, submitting information to, or otherwise using the Platform, you agree to be legally bound by these Terms and Conditions.

If you do not agree to these Terms, you must not use the Platform.

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## 1. COMPANY INFORMATION

This Platform is owned and operated by:

**Aethelwine Homes (Pty) Ltd** Registration Number: **2021/453243/07**

Trading as:

**Aethel Energy**

Throughout these Terms, references to "Aethel Energy", "we", "our", or "us" shall mean Aethelwine Homes (Pty) Ltd.

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## 2. PURPOSE OF THE PLATFORM

The Platform is intended to:

- Facilitate renewable energy project origination and qualification;
- Assess commercial and industrial electricity consumption requirements;
- Model indicative Power Purchase Agreement (PPA) savings;
- Facilitate onboarding of prospective electricity offtakers;
- Collect information and supporting documentation;
- Generate indicative commercial reports;
- Facilitate discussions relating to wheeling and renewable energy supply arrangements;
- Support the development and evaluation of renewable energy projects.

The Platform does not itself generate, transmit, distribute, wheel, or sell electricity.

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### **3. ELIGIBILITY**

You warrant that:

- You are at least eighteen (18) years of age;
- You have authority to act on behalf of any organisation you represent;
- All information submitted by you is accurate and complete;
- You are legally entitled to provide any information or documents submitted through the Platform.

If acting on behalf of an organisation, you warrant that you are duly authorised to bind that organisation to these Terms.

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### **4. NO OFFER OR BINDING COMMITMENT**

Information provided through the Platform does not constitute:

- A legally binding offer;
- A quotation;
- A commitment to supply electricity;
- A commitment to enter into a Power Purchase Agreement;
- A guarantee of project development;
- A guarantee of project approval.

Any future commercial arrangement shall only become binding once formal written agreements have been executed by all relevant parties.

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### **5. FINANCIAL MODELLING AND CALCULATOR DISCLAIMER**

The Platform contains financial modelling tools, calculators, reports, dashboards, and projections designed to provide indicative information only.

All outputs generated by the Platform are based on assumptions, including but not limited to:

- User-supplied consumption information;
- Electricity tariffs;
- Estimated tariff escalations;
- Wheeling assumptions;

- Market assumptions;
- Regulatory assumptions;
- Project assumptions.

Accordingly:

- Results are illustrative only;
- Results are not financial advice;
- Results are not investment advice;
- Results are not engineering advice;
- Results are not legal advice;
- Results do not constitute guarantees of future performance.

Actual outcomes may differ materially from projected outcomes.

Users must obtain independent professional advice before making financial, operational, investment, legal, or commercial decisions.

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## **6. NO GUARANTEE OF SAVINGS OR PROJECT APPROVAL**

Aethel Energy makes no representation or warranty regarding:

- Future electricity prices;
- Eskom tariff increases;
- Municipal tariff increases;
- Renewable energy pricing;
- Wheeling charges;
- Grid availability;
- Project feasibility;
- Regulatory approval;
- Utility approval;
- Commercial approval;
- Financing approval;
- Project completion;
- Project energisation;
- Any projected savings.

Any savings figures displayed by the Platform are estimates only and are not guaranteed.

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## 7. USER SUBMISSIONS

Users may submit information including:

- Company information;
- Contact details;
- Consumption data;
- Electricity bills;
- Load profiles;
- Corporate documents;
- Registration documents;
- Site information;
- Technical information;
- Supporting documentation.

You remain solely responsible for all information submitted through the Platform.

You warrant that:

- The information is accurate;
- The information is current;
- The information is not misleading;
- You are authorised to provide such information.

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## 8. CONSENT TO INFORMATION SHARING

By submitting information through the Platform, you expressly consent to Aethel Energy collecting, processing, storing, reviewing, analysing, and sharing such information where reasonably necessary for the assessment, structuring, development, financing, implementation, operation, or support of a renewable energy project.

Information may be shared with selected third parties involved in the evaluation or implementation of potential renewable energy transactions, including:

- Renewable energy project developers;
- Technical consultants;
- Engineering service providers;
- Legal advisors;
- Financial institutions;
- Funding providers;
- Metering providers;
- Data service providers;
- Regulatory advisors;
- Utility stakeholders;

- Government authorities where required by law;
- Professional advisors engaged in connection with a proposed project.

Submission of information constitutes your informed and voluntary consent to such disclosure.

Information will only be shared where reasonably required for legitimate commercial, technical, legal, financial, regulatory, or operational purposes connected to a proposed renewable energy transaction.

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## **9. CONFIDENTIALITY**

Aethel Energy will take commercially reasonable steps to safeguard confidential information submitted through the Platform.

However, the User acknowledges that information may need to be disclosed to approved project participants and professional advisors for purposes related to project evaluation and development.

Aethel Energy cannot guarantee absolute confidentiality or security and shall not be liable for unauthorised access beyond its reasonable control.

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## **10. POPIA AND DATA PROTECTION**

Aethel Energy processes personal information in accordance with applicable South African laws, including the Protection of Personal Information Act, 2013 ("POPIA").

By using the Platform, you consent to the processing of personal information for purposes including:

- User administration;
- Project qualification;
- Customer support;
- Technical assessment;
- Commercial assessment;
- Regulatory compliance;
- Contract administration;
- Project development activities.

Information may be retained for as long as reasonably necessary for legitimate business, legal, regulatory, or contractual purposes.

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## 11. ELECTRONIC COMMUNICATIONS

You agree that communications between you and Aethel Energy may take place electronically, including through:

- Email;
- Website notifications;
- Electronic forms;
- Electronic document delivery.

Electronic communications shall constitute written communications for legal purposes.

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## 12. INTELLECTUAL PROPERTY

All intellectual property rights in the Platform remain the exclusive property of Aethelwine Homes (Pty) Ltd or its licensors.

This includes:

- Source code;
- Software;
- Branding;
- Logos;
- Calculators;
- Financial models;
- Reports;
- Documentation;
- Text;
- Graphics;
- User interfaces;
- Designs;
- Databases.

Users may not:

- Copy;
- Reproduce;
- Reverse engineer;
- Modify;
- Distribute;
- Commercially exploit;
- Resell;

any part of the Platform without prior written consent.

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## 13. PROHIBITED USE

Users may not:

- Submit false information;
- Upload malicious software;
- Attempt unauthorised access;
- Interfere with Platform functionality;
- Circumvent security measures;
- Use automated scraping systems;
- Violate applicable laws;
- Misrepresent authority to act on behalf of another organisation.

Aethel Energy reserves the right to suspend or terminate access where such conduct occurs.

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## 14. THIRD-PARTY SERVICES

The Platform may involve interactions with third-party entities, systems, infrastructure providers, consultants, utilities, financiers, contractors, advisors, and service providers.

Aethel Energy is not responsible for:

- Third-party actions;
  - Third-party decisions;
  - Third-party delays;
  - Third-party pricing;
  - Third-party service interruptions;
  - Third-party regulatory outcomes.
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## 15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Aethel Energy, its directors, employees, officers, contractors, consultants, representatives, and affiliates shall not be liable for:

- Loss of profits;
- Loss of revenue;
- Business interruption;
- Loss of opportunity;
- Data loss;
- Indirect damages;
- Consequential damages;
- Special damages;

- Regulatory outcomes;
- Project rejection;
- Delayed project implementation;
- Utility decisions;
- Tariff outcomes.

The Platform is provided on an "AS IS" and "AS AVAILABLE" basis.

No warranties are given regarding uninterrupted access, accuracy, availability, or fitness for a particular purpose.

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## **16. INDEMNITY**

You agree to indemnify and hold harmless Aethel Energy, its directors, officers, employees, consultants, agents, and affiliates from and against any claims, losses, damages, liabilities, costs, and expenses arising from:

- Your use of the Platform;
  - Information submitted by you;
  - Your breach of these Terms;
  - Your violation of any law or third-party rights.
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## **17. TERMINATION**

Aethel Energy may suspend, restrict, or terminate access to the Platform at any time without prior notice where:

- These Terms are breached;
  - False information is submitted;
  - Security concerns arise;
  - Continued access presents commercial, operational, legal, or reputational risks.
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## **18. GOVERNING LAW**

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

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## **19. DISPUTE RESOLUTION**

Any dispute arising from or relating to these Terms shall first be addressed through good-faith negotiations.

If unresolved, the dispute shall be referred to arbitration in Gauteng, South Africa, in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

The arbitration decision shall be final and binding.

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## **20. AMENDMENTS**

Aethel Energy reserves the right to amend these Terms at any time.

Updated Terms become effective immediately upon publication on the Platform.

Continued use of the Platform constitutes acceptance of any amendments.

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## **21. CONTACT INFORMATION**

Aethelwine Homes (Pty) Ltd Registration Number: 2021/453243/07

Trading as: Aethel Energy

Vereeniging Gauteng South Africa

Email: Elvinntsoele@gmail.com

Telephone: +27 67 288 2659

For legal, compliance, privacy, or contractual enquiries, please contact us using the details above.

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## **ACKNOWLEDGEMENT**

BY ACCESSING, USING, REGISTERING FOR, OR SUBMITTING INFORMATION THROUGH THIS PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.