

# Terms and Conditions



Version 2 – Last Update 13/6/25

## 1. Introduction

These Terms and Conditions ("Terms") govern the use of services provided by Crackle Energy Limited ("Crackle"), trading as Crackle AI, a company registered in England and Wales with company number 15818201 and VAT number 471 2307 16. Our registered office is located at 128 City Road, London, EC1V 2NX.

Crackle is an Artificial Intelligence company dedicated to bringing AI services to energy suppliers and brokers. These Terms apply broadly to all services, websites, platforms, and products offered by Crackle, detailing the obligations and rights of clients ("Clients") in accessing and utilising our lead generation services.

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## 2. Definitions and Interpretations

The following definitions and rules of interpretation apply in these Terms:

1. **"Artificial Intelligence (AI)"** refers to computer systems designed to perform tasks that typically require human intelligence, such as data analysis, pattern recognition, decision-making, and automation. In the context of Crackle, AI is used to process, enrich, and analyse business data to optimise lead generation and Customer engagement, and to automate business processes.
2. **"Agreement"** refers to the legally binding contract established between Crackle and the Client upon acceptance of these Terms.
3. **"Client"** refers to the business entity or individual that has entered into an agreement with Crackle for the provision of lead generation, marketing automation, or related AI services. The Client is responsible for complying with these terms and conditions and for any obligations arising from their use of Crackle's services.
4. **"Client Data"** refers to any data, including contact information and company details, provided by the Client to Crackle or obtained on behalf of the Client, to facilitate lead generation and related services as defined on the Order Form.
5. **"Customer"** refers to any business or individual that is the end recipient of the Client's products or services, including but not limited to those introduced or engaged through leads or appointments generated by Crackle. Crackle has no direct contractual relationship with the Customer unless expressly agreed otherwise.

6. **"Crackle"** refers to Crackle Energy Limited, trading as Crackle AI, its employees, agents, and authorised representatives.
  7. **"Data Controller"** refers to Crackle's role in determining the purposes and means of processing Client Data and Personal Data, including the use of AI tools to augment, enrich, and contact leads on behalf of the Client.
  8. **"Data Processing Compliance"** refers to compliance with applicable data protection legislation, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (PECR).
  9. **"Data Processor"** refers to any third-party entities or AI tools used by Crackle solely to process Client Data and Personal Data in line with Crackle's instructions and data protection laws.
  10. **"Order Form"** refers to the separate document that summarises the services to be provided to a Client by Crackle as well as charges and payment schedules. Signature of the order form by the Client implies acceptance of these Terms and Conditions.
  11. **"Personal Data"** refers to any data relating to an identifiable individual processed by Crackle Energy in connection with the Services, as defined under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
  12. **"Services"** refers to the lead generation services, and any other related services provided by Crackle, as well as any software, tools, or content associated with these services as detailed in the Order Form.
  13. **"Website"** refers to Crackle's website(s) and any associated digital platforms or online tools provided by Crackle.
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### 3. Scope of Services

1. **AI Services:** Crackle provides AI services tailored businesses. This includes sourcing, augmenting, and enriching potential Client data to deliver qualified leads and appointments as well as the automation of business processes. Leads typically include contact details, business insights, and scheduling of introductory meetings or calls.
2. **Data Processing and Enrichment:** Crackle uses proprietary methods and AI tools to augment and enrich Client Data. This may involve using data from external sources to improve lead quality and relevance. By using these methods, Crackle aims to enhance the likelihood of successful client engagement.

3. **Types of Data in Leads:** Depending on the Client's objectives, leads provided by Crackle Energy may include:
- Company names
  - Nature of the business
  - Contact details and roles of key individuals
  - Meter numbers and energy consumption details
  - Existing supplier information and contract end dates
  - Requirements for different types of energy supply contracts
4. **Client Outreach:** As part of the lead generation process, Crackle may contact prospective clients on behalf of the Client. This may include initial outreach, follow-ups, and setting up appointments or other engagement steps, as agreed with the Client. During these interactions, Crackle and its AI tools may represent themselves as being part of the Client organisation to create a seamless experience for prospective clients.
5. **Limitations of Service:** Crackle does not guarantee specific outcomes from the lead generation services, such as the conversion or engagement rate of leads provided. The quality and relevance of leads are influenced by various factors, including market conditions and data sources.
6. **Delivery of Leads:** Upon completion of the lead generation and qualification process, leads are delivered to the Client in the agreed-upon format, including details relevant to the Client's objectives and engagement requirements.
7. **Future Use of Data by the Client:** The way the Client may use, share, or store leads provided by Crackle will be governed by a separate contract between Crackle and the Client. This contract will outline the permitted future use of data, confidentiality obligations, and any restrictions on data sharing or resale.
8. **Use of Technology and Third-Party Applications.** Crackle may use its own proprietary technology, software, and automation tools, as well as third-party applications, platforms, and services to deliver its lead generation, marketing automation, and related services. By using Crackle's services, the Client acknowledges and agrees that such third-party applications may be utilised to process data, manage communications, and enhance service delivery. Crackle shall take reasonable steps to ensure that any third-party providers comply with applicable data protection and security standards, but shall not be liable for any disruptions, limitations, or issues arising from the use of such third-party applications.

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#### 4. Client Obligations

1. **Provision of Accurate Information:** The Client agrees to provide accurate, complete, and current information required for Crackle to perform the Services. This includes, but is not limited to, company details, target Customer information, and specific lead generation requirements. Any failure to provide accurate information may affect the quality and relevance of the leads generated.
2. **Compliance with Data Protection Laws:** The Client agrees to comply with all applicable data protection laws and regulations, including the UK GDPR and Data Protection Act 2018, when sharing data with Crackle. The Client acknowledges that any data provided will be processed in accordance with these laws.
3. **Use of Leads in Accordance with Contract:** The Client agrees to use, store, and share the leads provided by Crackle in line with the terms of any separate contract governing data use. The Client must not misuse, redistribute, or resell the data beyond what is permitted.
4. **Responsibility for Client Contact Representation:** The Client authorises Crackle and any AI tools used in the delivery of Services to represent themselves as part of the Client's organisation for outreach purposes. The Client agrees to support this representation as necessary for maintaining a professional and cohesive client relationship with prospective leads.
5. **Appointment Availability and Professionalism:** Leads generated by Crackle will be delivered to the Client in the form of appointments with prospective Customers, or a positive response from the customer requesting further information or contact. The Client is responsible for:
  - Providing Crackle with accurate information on their representatives' availability to ensure appointments are scheduled appropriately.
  - Ensuring that their representatives attend scheduled appointments promptly and conduct themselves professionally during all interactions with prospective Customers.
6. **Confidentiality:** The Client agrees to keep any non-public information received from Crackle, including data processes, technology, or strategy, confidential, and not to disclose it to any third party without prior written consent, except as required by law.

## 5. Data Protection and Privacy

1. **Compliance with Data Protection Laws:** Crackle is committed to processing all Client Data and Personal Data in compliance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (PECR).
  2. **Lawful Basis for Processing:** Crackle processes data based on legitimate interest, specifically to generate leads and secure appointments for energy suppliers and brokers. Crackle ensures that all data processing activities are conducted lawfully, transparently, and only for the specified purposes as outlined in these Terms and any associated agreements.
  3. **Data Security:** Crackle takes reasonable measures to ensure the security and confidentiality of Client Data and Personal Data. We implement technical and organisational safeguards to protect against unauthorised access, disclosure, alteration, or destruction of data. However, Crackle cannot guarantee absolute security and disclaims liability for breaches caused by factors outside its control.
  4. **Data Subject Rights:** Crackle respects the rights of data subjects under UK GDPR, including the rights to access, rectify, restrict, or erase their data. Requests from data subjects regarding their personal data will be managed in accordance with applicable laws.
  5. **Data Retention:** Crackle retains Client Data and Personal Data only for as long as necessary to fulfil the purposes for which it was collected or as required by law. Upon termination of the Client's contract, data may be securely deleted or anonymised unless further retention is legally required.
  6. **Data Sharing with Third-Party Processors:** For the purpose of delivering and enhancing the Services, Crackle may engage third-party Data Processors to process data on its behalf. Such processors are contractually bound to process data strictly according to Crackle's instructions and in compliance with data protection laws. These third-party providers may retain anonymised, aggregated, or non-identifiable data post-termination for purposes of analytics, service improvement, or compliance with their own retention policies, provided that such data does not include personal identifiers (e.g., name, email, contact details). Crackle will ensure that third-party data retention practices align with its data security standards and applicable data protection laws.
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## 6. Intellectual Property Rights

1. **Ownership of Crackle Materials:** Crackle retains all intellectual property rights to its proprietary methods, tools, software, and content used in providing the Services (“Crackle Materials”). This includes but is not limited to data processing algorithms, AI tools, lead generation methodologies, and any reports or content generated as part of the service delivery.
  2. **License to Use Provided Leads:** Upon delivery, the Client is granted a limited, non-transferable license to use the leads, appointments, and associated data provided by Crackle solely for the Client’s internal business purposes, as defined by the terms in the separate contract governing commercial terms and data use.
  3. **Restrictions on Use of Crackle Materials:** The Client is not permitted to copy, modify, distribute, or otherwise exploit any Crackle Materials, except as expressly authorised by Crackle in writing. This restriction includes any attempt to reverse engineer or replicate Crackle’s proprietary processes or tools.
  4. **Third-Party Intellectual Property:** If Crackle uses any third-party tools or services in delivering the Services, those intellectual property rights remain with their respective owners. Use of such third-party tools is subject to the terms and conditions set by those providers, which Crackle will ensure comply with applicable data protection standards.
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## 7. Billing, Fees, and Payment Terms

1. **Invoicing and Payment Schedule:** Crackle will issue invoices for services rendered as specified in the separate agreement with the Client. Payments are due as follows:
  - **Advance Payments:** Setup fees, agent licence fees, and maintenance fees are payable in advance.
  - **Appointment / Lead Fees:** Fees for appointments or leads are payable 30 days in arrears. At the beginning of each month, Crackle will issue a statement to the Client detailing the number of appointments created during the previous month.
2. **VAT and Other Taxes:** All fees are subject to VAT at the prevailing rate. The Client is responsible for paying all applicable taxes, duties, and levies related to the Services.
3. **Late Payments:** If the Client fails to make payment by the due date, Crackle reserves the right to:

- Charge interest on the overdue amount at a rate of 4% per annum above the Bank of England's base rate, accruing daily from the due date until full payment is received.
- Suspend or delay services, including lead generation and appointments, until full payment is made.

#### 4. **Payment Method:**

- **Initial Setup Costs:** Payment for initial setup costs must be made by BACS transfer to the account details provided by Crackle.
- **Ongoing Fees:** Payment for ongoing services, including monthly appointment fees, must be made by Direct Debit. The Client agrees to set up a Direct Debit mandate with Crackle for this purpose.

5. **Non-Refundable Fees:** All fees paid to Crackle are non-refundable unless otherwise stated in the separate contract.

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## 8. Term and Termination

1. **Term of the Agreement:** This Agreement begins on the Commencement Date and will continue on a rolling 3-month basis (the "Term") unless terminated earlier in accordance with these Terms.
2. **Termination by Notice:** Either party may terminate this Agreement by providing 30 days' prior written notice to the other party. In such cases, the Client remains responsible for any fees accrued up to the termination date, including any outstanding appointment fees due in arrears.
3. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party:
  - Commits a material breach of any term of this Agreement that is not remedied within 7 days of receiving written notice of the breach.
  - Becomes insolvent, enters liquidation, or has a receiver or administrator appointed over any of its assets.

#### 4. **Effect of Termination:**

- Upon termination, Crackle will cease providing Services, and any remaining appointments or leads will not be delivered unless already generated prior to the termination date.
- The Client agrees to pay all fees due for Services provided up to the date of termination, including any appointment fees invoiced in arrears.

5. **Surviving Provisions:** The terms related to intellectual property, confidentiality, data protection, liability limitations, and any accrued rights or obligations shall survive termination of this Agreement.
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## 9. Limitations of Liability

1. **Liability Cap:** Crackle's total liability to the Client under or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client to Crackle in the 12 months immediately preceding the event giving rise to the claim.
2. **Exclusion of Indirect Damages:** Crackle shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, revenue, business opportunity, or anticipated savings, even if Crackle has been advised of the possibility of such damages.
3. **Exclusions for Certain Claims:** Nothing in this Agreement shall limit or exclude Crackle's liability for:
  - Death or personal injury caused by its negligence.
  - Fraud or fraudulent misrepresentation.
  - Any other liability that cannot be excluded or limited by law.
4. **No Liability for Client Actions:** Crackle shall not be liable for any losses arising from the Client's own acts or omissions, including failure to attend scheduled appointments or failure to provide accurate information necessary for service delivery.
5. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay or failure is caused by circumstances beyond the reasonable control of the affected party, including but not limited to acts of God, fire, flood, earthquake, war, terrorism, labour disputes, government actions, pandemics, epidemics, internet or telecommunications failures, or any other event that could not have been reasonably anticipated or controlled. In the event of a Force Majeure occurrence, the affected party shall promptly notify the other party in writing, providing details of the nature of the event and the expected duration of the delay or failure to perform. The performance of obligations affected by the Force Majeure event shall be suspended for the duration of such event. If the Force Majeure event continues for a period exceeding 30 days, either party may terminate this agreement by giving written notice to the other party, without any liability for damages arising from such termination.



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## 10. Confidentiality

1. **Confidential Information:** Both parties agree to treat all non-public, proprietary, or confidential information disclosed by one party to the other as strictly confidential. This includes but is not limited to data, trade secrets, business plans, methods, Client information, and financial information shared in connection with the Agreement (“Confidential Information”).
  2. **Non-Disclosure Obligations:** Each party agrees not to disclose the other party’s Confidential Information to any third party without prior written consent, except where disclosure is required by law, regulation, or court order. In such cases, the party required to disclose shall, where permitted, promptly notify the other party of the requirement.
  3. **Use of Confidential Information:** Each party agrees to use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and not for any other purpose, including competitive purposes or personal gain.
  4. **Return or Destruction of Confidential Information:** Upon termination of this Agreement, each party shall promptly return or destroy any Confidential Information received from the other party, at the disclosing party’s request, unless retention is required by law or for compliance purposes.
  5. **Exceptions to Confidentiality:** The obligations of confidentiality do not apply to information that:
    - Was publicly available at the time of disclosure or becomes publicly available through no fault of the receiving party.
    - Was known to the receiving party prior to disclosure by the disclosing party.
    - Is lawfully obtained from a third party with no obligation of confidentiality to the disclosing party.
  6. **Duration of Confidentiality Obligations:** The confidentiality obligations under this section shall remain in effect indefinitely, even after the termination of this Agreement.
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## 11. Governing Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

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## 12. Dispute Resolution

1. **Initial Negotiation:** In the event of any dispute arising out of or in connection with this Agreement, the parties agree to first attempt to resolve the matter through informal discussions and negotiation.
  2. **Mediation:** If the dispute is not resolved within 30 days of initial discussions, the parties agree to consider mediation in good faith, conducted by a mutually agreed-upon independent mediator. Each party will bear its own costs for the mediation, and the mediator's fees will be shared equally.
  3. **Escalation to Court:** If the dispute cannot be resolved through negotiation or mediation, either party may commence legal proceedings in the courts of England and Wales as provided in the Governing Law and Jurisdiction clause.
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## 13. Amendments to Terms and Conditions

1. Crackle reserves the right to amend, update, or modify these Terms and Conditions at any time at its sole discretion. Any changes will take effect immediately upon publication of the latest version on the Crackle website. Crackle will notify Clients of any material changes by email or other written communication. It is the Client's responsibility to review the most current version of the Terms and Conditions, and continued use of Crackle's services after any amendments constitute acceptance of the updated terms.