

## Terms of Use – MELCloud Hub Website

### Introduction

These Terms of Use (the “**Terms**”) cover your use of the MELCloud Hub website (“**MELCloud Hub**”) (homepage accessible at <https://www.melcloud.com> and underlying webpages)

In these Terms, when we refer to “**we**”, “**our**” or “**us**” we mean Mitsubishi Electric Europe B.V. (UK Branch), a Netherlands <https://www.melcloud.com> limited liability company having a registered address of Capronilaan 46 1119NS Schiphol-Rijk, The Netherlands and operating through its branch in England(registered number FC019156, BR003391) with a registered address at Travellers Lane, Hatfield, Herts, AL10 8XB United Kingdom.

Where we refer to our affiliated companies this means Mitsubishi Electric Corporation, Tokyo, Japan, and any entity, the majority of whose shares is owned or controlled directly or indirectly by Mitsubishi Electric Corporation.

### MELCloud Hub

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The presence of information regarding products, services and solutions described in the Materials on the MELCloud Hub does not constitute an offer to supply such products, services or solutions.

### Authority

You represent and warrant that you possess the legal right to agree to these Terms (including where you are an individual agreeing to these Terms on behalf of an organization or entity). You agree to be responsible for any unauthorised use of the Materials caused directly or indirectly by you.

### About these Terms

Your access and use of the MELCloud Hub and the Materials contained on it is governed by and subject to these Terms.

By accessing the MELCloud Hub or by accessing, using or downloading any of the Materials, you (including where you are an individual acting on behalf of yourself or a business entity) agree to be bound by these Terms. If you do not agree to these Terms, then you must immediately cease using the MELCloud Hub and any Materials (including downloading or printing them).

We reserve the right to change or revise these Terms at any time without notice to you (we will indicate at the end of this page when these Terms were last updated). Your continued use of the MELCloud Hub or Materials following the posting of modifications to these Terms constitutes your acceptance of such changes.

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In any event, our total, aggregate liability to you for losses arising out of or in connection with these Terms, whether in contract, tort (including negligence), for breach of statutory duty or otherwise shall not exceed one hundred (£100) pounds.

### **Information Provided by You**

Wherever you make use of a feature of the MELCloud Hub that allows you to submit content you represent and warrant that any such content shall not include anything which is defamatory, threatening, obscene, harassing or otherwise unlawful or that incorporates the proprietary material of a third party.

Any content you upload or submit to the MELCloud Hub will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and disclose to third parties, any such content for any purpose.

### **Privacy**

For information about our data privacy practices, including our collection and use of your personal information, please see our Privacy Policy: <https://www.melcloud.com/privacy-policy> . Our Privacy Policy applies to your use of the MELCloud Hub.

### **Jurisdiction and Governing Law**

These Terms and their subject matter, and any actions relating thereto, shall be construed in accordance with and governed by the laws of [England and Wales]. The United Nations Convention on Contracts for the International Sale of Goods shall not form part of these Terms.

Any dispute arising out of these Terms or the use of the MELCloud Hub or Materials shall be considered by the competent courts of [England and Wales].

### **No Agency or Partnership**

You agree and acknowledge that no joint venture, partnership, employment or agency relationship exists between you and us and any of our affiliated companies as a result of you accessing and using the MELCloud Hub and any Materials contained therein.

### **Severability**

If any provision or portion of a provision of these Terms is held to be invalid or unenforceable for any reason, such invalidity shall not affect the validity of the balance of that provision and/or remaining provisions of these Terms, which shall remain valid and enforceable.

### **Entire Agreement**

These Terms constitute the entire agreement between you and us with respect to the MELCloud Hub and the Materials and supersedes all prior or contemporaneous communications and proposals in any medium between you and us relating to them.

### **Contact Us**

If you have any questions about these Terms, please contact us. To contact us, please see our Contact us page [www.melcloud.com/contact-us](http://www.melcloud.com/contact-us).

### **Miscellaneous**

Any rights not expressly granted in these Terms are reserved by us and our affiliated companies.

These Terms were last updated on **11 September 2025**.