

IntelliGrid – Terms & Conditions

Last Updated: 22 September 2025

1. Introduction

1.1 These Terms and Conditions (“Terms”) govern your use of IntelliGrid, a cloud-based service provided by Magellanic Technologies (Pty) Ltd (“Magellanic”, “we”, “us”, or “our”).

1.2 By signing up for IntelliGrid, you (“Customer”, “you” or “your”) agree to be bound by these Terms.

1.3 If you do not agree, you must not use the Service.

2. The Service

2.1 IntelliGrid is a subscription service that remotely monitors and optimises customers’ grid-tied solar power installations.

2.2 The Service is delivered over the internet and relies on third-party platforms, APIs, and communications networks.

2.3 We may update, enhance, or modify the Service from time to time. Where changes materially affect functionality, we will provide reasonable notice.

3. Free Trial

3.1 New Customers are entitled to a free one-month trial of IntelliGrid to evaluate its suitability.

3.2 After the trial, continued use requires valid payment details and acceptance of automatic billing as set out in clause 4.

3.3 We reserve the right to withdraw or amend the free trial offer at any time (without affecting trials already started).

4. Fees, Payment & Refunds

4.1 Fees are charged monthly in advance once you provide your payment details.

4.2 Payment is processed automatically via the payment method you supply.

4.3 Refunds are generally not offered, but we will consider refund requests in good faith at our discretion.

4.4 If payment is unsuccessful, access to IntelliGrid may be suspended until outstanding amounts are settled.

4.5 Interest of 2% per month (24% p.a.) may accrue on overdue amounts.

5. Customer Responsibilities

5.1 You must provide accurate account, installation, and payment information and keep it up to date.

5.2 You are responsible for:

- maintaining internet connectivity at your site(s);
- ensuring the proper functioning of your solar hardware and third-party systems; and
- keeping your login credentials secure.

6. Data Protection & Privacy

6.1 We process personal information in accordance with POPIA and our Privacy Policy (available on our website).

6.2 By using IntelliGrid, you consent to the collection and processing of data required to provide the Service.

7. Intellectual Property

7.1 All intellectual property in IntelliGrid, its software, algorithms, and documentation remains the property of Magellanic or its licensors.

7.2 You receive a non-exclusive, non-transferable licence to use IntelliGrid for your internal business or household purposes while your subscription is active.

8. Service Availability & Limitations

8.1 We aim to keep IntelliGrid available and operating effectively but do not guarantee uninterrupted access.

8.2 The Service depends on internet connectivity, external APIs, third-party data, and customer hardware. We are not responsible for downtime or data loss caused by:

- internet or network outages;
- errors, changes, or unavailability in third-party APIs or data sources;
- your solar hardware, inverters, or local networks; or
- events beyond our reasonable control.

9. Warranties & Disclaimers

9.1 We provide IntelliGrid with reasonable skill and care.

9.2 No warranty is given that the Service will be error-free or achieve specific performance, savings, or results.

9.3 Except as expressly stated in these Terms, all warranties (express or implied) are excluded to the extent allowed by law.

10. Liability

10.1 To the maximum extent permitted by law, our total liability for any claim (whether in contract, delict, or otherwise) is limited to the fees you paid for IntelliGrid in the 3 months immediately preceding the event giving rise to the claim.

10.2 We are not liable for:

- loss of profits, revenue, or anticipated savings;
- loss or corruption of data;
- indirect, special, or consequential damages; or
- damage caused by software errors, internet failures, third-party actions, or events beyond our control.

11. Cancellation & Termination

11.1 You may cancel your subscription at any time via your account settings or by written notice. Service access will continue until the end of your current billing period.

11.2 We may terminate or suspend your access if you breach these Terms or fail to pay fees when due (after reasonable notice).

11.3 If you are a consumer covered by section 14 of the Consumer Protection Act, you may cancel a fixed-term agreement on at least 20 business days' written notice, subject to a reasonable cancellation fee if applicable.

11.4 Termination does not affect any rights or obligations that accrued before the effective date.

12. Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including but not limited to network failures, acts of nature, or third-party service interruptions.

13. Governing Law & Dispute Resolution

13.1 These Terms are governed by the laws of the Republic of South Africa.

13.2 Disputes will first be addressed through good-faith discussions. If unresolved, they may be referred to mediation or the competent courts of South Africa.

14. Changes to These Terms

We may amend these Terms by posting an updated version on our website or notifying you in writing. Continued use of IntelliGrid after changes take effect constitutes acceptance.

15. Contact Us

Magellanic Technologies (Pty) Ltd

Email: hello@magellanic.co.za

Phone: +27 63 1101 609