Terms of Use

Effective from June 16, 2026 to December 14, 2026

These Terms of Use (hereinafter "TOU") are intended to define the terms and conditions under which Enki Home provides its mobile application Enki and the available services (hereinafter "Enki Service(s)") for the benefit of users (hereinafter "User(s)").

For the same Enki Service, the latest version of the TOU shall prevail over previous versions.

Article 1: Legal Information

The Enki mobile application (hereinafter "Enki Application") is published by: Enki Home, a public limited company with a board of directors (SA) with a capital of 37,000 euros, headquartered at 40 rue de la Vague 59650 Villeneuve d'Ascq, registered in Lille Métropole under RCS number 980 968 689 (hereinafter "Enki").

Mr. Thomas Deflandre is the Publishing Director in his capacity as CEO of Enki Home.

Article 2: Purpose and Scope

These TOU constitute the general terms and conditions of the Enki Services. It is recommended that the User download and/or print and keep a copy. Use of the Services is conditioned on the User's acceptance of the TOU during registration on the Enki Application and/or subscription to the Enki Services.

Enki may modify the TOU for legitimate reasons (service evolution, technical constraints, security, legal compliance). The User will be informed of any substantial changes before the new version of the TOU takes effect. The User acknowledges and tacitly agrees to any changes to the TOU. Otherwise, the User may terminate their account before the effective date of the TOU. These TOU are governed by French law.

The Enki Application offers two modes of Service access: creation of Enki-specific credentials and/or login via third-party authentication services (for example Google or Apple).

The French version of the TOU prevails over any other version or translation.

Article 3: User Account

Creating a User account is a necessary prerequisite for the User to access and use the Enki Services. To create an account, the User must provide information allowing identification, including their first name, last name, email address, and postal address. Only one User account can be created per email address.

Login via a third-party authentication service

The User may create or log into their Enki account using third-party authentication services (Google or Apple). By choosing this option, the User authorizes Enki to associate their Enki account with the selected third-party account and to receive only the identification information strictly necessary for the creation and management of the account (notably: email address, first/last name when provided, unique identifier of the authentication service). These data are used exclusively for authentication and management of the Enki account. The User may dissociate their third-party account at any time; in that case, they will need to set a password to retain access to the Enki account.

Conditions specific to third-party services

Using a third-party authentication service implies compliance with the conditions applicable to that service. Enki does not have access to the User's third-party account credentials (password) and cannot be held responsible for any malfunction, change, or unavailability attributable to the said third-party service.

Creating a User account is free of charge for the User. The equipment (smartphones, tablets, etc.) required to access the Enki Application and Services is the User's responsibility, as are any communication costs incurred by their use.

The User agrees to provide only accurate and truthful personal information and data. In particular, they agree not to impersonate others. Otherwise, Enki reserves the right to suspend or delete the account.

When creating the Enki account, the User chooses a password. It must be sufficiently secure (including uppercase letters, lowercase letters, numbers, and special characters, renewed regularly by the User). It is the User’s responsibility to keep their password confidential.

If the User opts for login via a third-party authentication service, no Enki password is required at registration, but Enki may request the creation of one later (e.g., dissociation of the third-party account, security requirements, loss of access to the provider).

The User is solely responsible for the use of their account. Any use of the Enki Services, any connection or data transmission performed via their account with their email address and password will be presumed to have been made by this User and under their exclusive responsibility, unless a written and duly justified report is sent to Enki by email at: support@enkiapp.zendesk.com.

The User may delete their account at any time by sending a request from the email address used to create the account to: support@enkiapp.zendesk.com.

Enki may temporarily or permanently close a User’s account, without notice or compensation, and thus interrupt or terminate the services provided in the following cases:

- Failure to respond to an authentication request from the User;
- Use of methods through or via the User’s account aimed at disrupting the general operation of the Enki Application or any other Enki site, application, or systems;
- Non-compliant use of the Services according to Article 5 of the TOU;
- Fraudulent activities.

Furthermore, Enki may temporarily or permanently close a User’s account, without compensation but subject to sending a formal notice by email which is not remedied within two (2) calendar days by the User, for any other breach whatsoever by the User of the TOU.

Enki Support is open Monday to Friday, from 9 AM to 1 PM and 2 PM to 6 PM (excluding holidays).

Article 4: Intellectual Property

The Enki Application and its content (hereinafter "Enki Content") are operated by Enki Home. Enki Home owns or holds the rights to the components and Content of the Application protected by intellectual property rights. Any database, component, presentation, and any other element (texts, visuals, photographs, videos, software code, etc.), trademarks, domain names appearing on the Application are the property of Enki Home and its partners. Users are expressly prohibited from modifying, copying, reproducing, downloading, distributing, commercially exploiting, or otherwise using the pages of the Enki Application or any other element of the Enki Application (software, visual or audio, etc.) in any manner or for any purpose.

Article 5: User Commitments

The User agrees to use the Services and the Application exclusively for their intended purpose and in accordance with usage advice provided by Enki (e.g., FAQ). It is strictly forbidden to use the Application, its features, or any other resource provided for illegal, diverted, fraudulent, or unauthorized purposes, such as, but not limited to, attempting unauthorized access to systems, bypassing security measures, fraud, or malicious exploitation of data.

In case of violation of these obligations, Enki reserves the right to suspend or terminate the User’s access to the Application and its Services, without prejudice to any legal actions that may be taken.

To ensure optimal operation of the Enki Service, Users agree to (i) have an active communication network in good working condition and (ii) have an active internet subscription.

Article 6: Liability

Enki Home acts as a technical intermediary enabling the User to centralize, control, and automate the use of their connected devices.

Enki Home’s liability cannot be engaged due to:

- any malfunction, breakdown, error, or damage resulting from defects in connected devices provided by third parties;
- a malfunction, failure, or misuse of connected devices provided by third parties;
- damage due to improper installation, configuration, electrical handling, or lack of maintenance of connected devices provided by third parties;
- incompatibility of a third-party device with the platform;
- damages resulting from non-performance or improper performance of the TOU by the User, notably in case of non-compliant use of the instructions provided or any misconfiguration of the Services.

Beyond the legal guarantees which cannot be waived, Enki provides no express or implied warranties of any kind, particularly regarding the suitability of the Application for a particular use.

Enki's liability can only be engaged in case of proven fault and is limited to direct, personal, and certain damages suffered by the User.

Furthermore, Enki is in no way responsible for damages resulting from non-performance or improper performance due to an insurmountable and unforeseeable act of a third party, or a force majeure event as defined by Article 1218 of the French Civil Code.

Users remain responsible for controlling their connected devices and managing their energy consumption (choice of operator, consumption volume, etc.).

Given the various uncertainties related to the combination of multiple technologies implemented, Enki warns the User that the Services provided require additional precautions by the User and persons occupying their home and/or authorized third parties to avoid serious material, immaterial, and bodily consequences for the occupants of the User's home.

These additional precautions notably include:

- periodic testing, under the User's close supervision, of the proper functioning of connected objects linked to the Enki Services provided by the Enki Application and when adding each new connected object.
- configuration of scenarios presenting no risk to the home occupants, taking into account the home environment and any specific situations related to each occupant (e.g., young children, presence of pets, persons with reduced mobility).
- regular maintenance and verification of connected objects or configuration of remote control Services for connected objects by a professional.

Enki cannot be held responsible for any damages resulting from burglary, fire, explosion, or flooding, provided that Enki, the Enki Services, and/or the Enki Application are not the cause.

Enki cannot be held liable for consequences related to unavailability, suspension, revocation of access, or any technical or contractual evolution of third-party authentication services. The User remains responsible for securing and managing their third-party account (security measures, access recovery, information sharing settings).

These TOU do not replace any insurance contracts that the User should subscribe to cover all risks that may affect occupants, the home, and the belongings therein (notably fire, burglary, flooding, explosion).

Article 7: Force Majeure

Force majeure events are those defined in Article 1218 of the Civil Code and by French courts and tribunals jurisprudence. Any force majeure event suspends the obligations of these TOU affected by it for its duration and as long as its effects persist, without Enki or its partners being liable or required to provide any compensation.

Article 8: Availability of the Enki Application

Enki implements all reasonable means to ensure continuous access and optimal availability of the Application, subject to maintenance operations, updates, and force majeure events.

Enki reserves the right to interrupt, suspend, or temporarily limit access to all or part of the Application to ensure maintenance or for any other technical reason necessary for its proper functioning, without this interruption giving rise to any compensation.

Even though Enki has taken all necessary steps to ensure the reliability of information, services, software, or products contained on the Application, it cannot be held responsible for errors, omissions, viruses, or results that may be obtained from misuse thereof.

Enki cannot be held responsible for temporary difficulties or impossibilities of access to the Application caused by external circumstances, notably telecommunications network failures, Internet failures, User's computer equipment failure, or misuse by the User.

Article 9: Evidence

The User acknowledges that data transmitted and stored in the Enki solution's information system is binding between the Parties unless proven otherwise. These elements constitute valid evidence of any action performed by the User within the Application.

Article 10: Disputes

In case of dispute regarding the meaning of a term or provision of the TOU, the User may contact Enki at the following address: support@enkiapp.zendesk.com.

In case of dispute, Enki and the User will endeavor to find an amicable solution. If the User is not satisfied with the response or if no response is received, the User may submit a written complaint to the FEVAD mediation service, for any claim related to the use of the Services or the Enki Application during the last twelve (12) months, electronically at: www.mediateurfevad.fr or by mail to:

FEVAD E-commerce Mediator
60 Rue La Boétie
75008 Paris

In case of dispute, French courts shall have exclusive jurisdiction.

Article 11: Security

Enki strives to ensure the security of the Application according to best practices. However, the User is informed of the inherent risks of electronic communication networks, notably risks related to data transmission over the Internet. More generally, it is the User's responsibility to implement all usual protections (firewall, antivirus, etc.) related to Internet browsing. Consequently, Enki provides no guarantees in this regard.

Under no circumstances shall the User attempt reverse engineering or decompilation of all or part of the Application, fraudulent intrusion or attempted intrusion into the information system hosting the Application and its operating software, abuse of trust, removal, deletion, misappropriation, or unauthorized modification of technical data of the Application, under penalty of legal action.

For connection via a third-party authentication service, Enki implements standard market protocols. Enki never stores the third-party account password and retains only the tokens/technical identifiers necessary for authentication and session security, in accordance with the minimization principle.

Article 12: Personal Data

Enki attaches great importance to protecting and respecting the privacy of its Users and their personal data. Enki's personal data protection policy aims to inform Users about practices concerning consent, collection, use, storage, security measures, retention periods, recipients, and sharing of personal data that the User provides when using Enki Services and the Enki Application.

The personal data protection policy is available in the "Help and Tips" section of the Enki application or by clicking the following link Enki Data Policy.

Thus, Enki protects the privacy of its Users by complying with current legislation and following its internal rules regarding personal data protection adopted by Leroy Merlin France to preserve and guarantee Users' rights over the data entrusted to it. Enki complies with formalities and record-keeping obligations for its processing.

Enki may collect and process the User's personal data in several ways:

Connection information provided during account creation (first name, last name, email address). This information authenticates the User, allows access to Enki Services, and enables handling and responding to User requests.

Communications with Enki Support when the User contacts Support by phone, email, or via the Enki Application (contact details, User activities within the Enki Services). This information allows Enki to assist the User either with usage support or troubleshooting.

Technical information concerning equipment used by the User and usage and configuration of their installation, associated with a given User, are never transmitted to third parties without explicit User consent.

Analysis of this personal data allows improving the Enki Services in terms of features, ease of use, or content. This personal data is necessary for the execution of Enki Services.

If the Enki solution is used with partner products having their own application (Google Home, Somfy, etc.), acceptance of these partners' TOU is a prerequisite for controlling these products via Enki.

The User has the right to access, rectify, and delete all personal data concerning them. They also have the right to object and to restrict processing of their data in accordance with applicable regulations.

The User can exercise these rights directly in the Enki Application or by sending a request to: support@enkiapp.zendesk.com. If the User has specific accounts on partner platforms for certain connected objects (e.g., Philips Hue account), they must also send a deletion request directly on those platforms to exercise their rights.

Personal data processed by Enki are stored and maintained on secure technical servers in France for the entire duration of the Enki Services and for a maximum period of five (5) years from the uninstallation of the Enki Application.

At any time, the User can manage their preferences regarding Enki Services and related personal data in the Enki Application (section "service catalog").

For any questions or comments regarding the personal data policy or how Enki collects and processes personal data, the User may contact the Data Protection Officer (DPO) at: dpoadeoservices@adeo.com.

If the User no longer agrees to these TOU, they must send a deletion request to Enki Support at: support@enkiapp.zendesk.com.

If the User believes, after contacting Enki Support, that their Data Protection rights are not respected or that the Enki Application does not comply with data protection rules, they can file a complaint online with the CNIL or by postal mail.

When the User chooses login via Google or Apple, Enki receives only the identification information necessary for authentication (email, first/last name when provided, unique identifier of the authentication service). The modalities, purposes, legal bases, retention periods, and User rights related to this processing are described in the Privacy Policy, which prevails for all matters concerning personal data.

Article 13: Specific Conditions for the Enki Energy Bonus

13.1 Definitions

Enki Energy Bonus: Program grouping all actions allowing a user to realize Gains by letting Enki optimize their electricity consumption for compatible devices.

Activation: means the operation of Curtailment or Flexibility triggered by Enki following an Instruction.

Completed full year: A period of 12 consecutive months, specific to each connected object, starting on the date a functional connected object is added to the Energy Bonus. To be validated, this period requires that the object remains configured and functional continuously, without interruption or uninstallation.

Reward pool (Cagnotte): Amount in euros accumulated within the framework of the Energy Bonus.

ENEDIS: is the electricity distribution network manager in France, responsible for delivering electricity to consumers and managing the low and medium voltage network.

Modulation Capacities: means processes where production means located on the Site(s) made available by ENKI whose electricity consumption can be suspended, modulated, or shifted as part of Curtailments or Flexibility.

Connected Product Failure: situation where, despite the Curtailment or Flexibility Instruction sent by Enki to a Connected Product, the validation criteria of a performed activation are not met.

Curtailment: means the operation of reducing or suspending electricity consumption of Modulation Capacities for a given time. Curtailment is one of the mechanisms of the Enki Energy Bonus.

Flexibility: means the operation of reducing, suspending, increasing, or shifting electricity consumption of Modulation Capacities for a given time. Flexibility is one of the mechanisms of the Enki Energy Bonus.

Performed Curtailment: according to RTE's definition, on a Site, an Activation is considered performed over a 15-minute time slot if the power measured during this slot is at least 20% lower than the average power measured during the two preceding 15-minute slots before the start of the consumption Curtailment, and if these powers are strictly greater than fifty (50) Watts. Otherwise, the Activation is not considered performed on the site.

Unavailability: means the period during which a site or participating Connected Product cannot modify its electricity consumption at the operator's request.

Instruction: means the instruction issued by ENKI to the User's Connected Products for triggering an Activation.

Markets: means the markets or mechanisms on which ENKI's partner operates to monetize Curtailments and Flexibility actions, notably:

- the capacity mechanism (legal system established by Articles L335-1 et seq. and R335-1 et seq. of the Energy Code); and
- energy markets.

Curtailment Season: for electric heaters, the winter period during which Curtailment operations take place (between October 15 of year N and April 15 of year N+1).

Connected Product: means any object connected to the Enki Application that can be subject to Curtailment and Flexibility operations.

PRM/PDL: (Measurement Reference Point or Delivery Point) ENEDIS number uniquely identifying the location where electricity is delivered to a consumer on the distribution network.

RTE: or Electricity Transmission Network, manages the high-voltage electricity transmission network in France. Its role is to ensure reliable electricity transmission between producers and consumers while maintaining supply and demand balance.

Site(s): means a geographic entity connected to the electricity transmission network, which can consume, produce, or store electricity. Each Site is individually identified and monitored to enable optimal network management, ensure supply stability, and facilitate energy exchanges and balancing.

SURVOLTAGE: is ENKI's partner acting as a Curtailment and Flexibility operator approved by RTE (number 17X0000014457884). Its role is to temporarily modulate electricity consumption of voluntary clients to ease the network during demand peaks, thus contributing to its stability. Its corporate name is SURVOLTAGE, headquartered at 93 COURS BERRIAT, 38000 GRENOBLE. Its SIRET number is 92112824500013.

User(s): means any natural or legal person, public or private, who uses the ENKI Platform to perform and/or remotely monitor Curtailments or Flexibility actions in real time.

13.2 Enki Energy Bonus Mechanisms

13.2.1 - Curtailment of Electric Heaters

Curtailment is one of the mechanisms participating in the Enki Energy Bonus.

Curtailment aims to contribute to the balance of the electrical grid, for example by performing Curtailments, notably during periods of grid stress. This contributes to supply security and helps avoid reliance on intermittent, greenhouse gas-emitting production sources (gas or coal plants, electricity imports from countries with a higher CO2 energy mix than France).

The User, via their Connected Products, can help maintain grid balance by agreeing to participate in the Enki Energy Bonus. For example, reducing consumption of their heaters during a given period will help ease the electrical grid.

Curtailments are only possible if the product is on, connected, controllable via the ENKI Application, and no setting changes are made to the Connected Product during a Curtailment.

To ensure User comfort during Curtailment, ENKI may perform pre-heating just before the Connected Product's Curtailment, according to analysis of User modes and schedules.

At the start of the Curtailment slot, ENKI overrides the Connected Product's programming to reduce its electricity consumption.

At the end of the Curtailment slot, the Connected Product is restored to the state it would have been in at the corresponding time.

13.2.2 - Flexibility of Water Heaters and Modules with Water Heaters

Flexibility of water heaters and modules controlling a water heater is another mechanism participating in the Enki Energy Bonus.

This control aims to contribute to grid balance by optimizing hot water heating periods, notably through intelligent control devices. This mechanism shifts energy consumption to periods of lower grid stress or high renewable energy production. It contributes to supply security and helps avoid reliance on carbon-intensive production sources (gas or coal plants) during peak demand.

The User, via their Connected Products (connected water heaters or modules controlling a water heater), can help maintain grid balance by agreeing to participate in the Enki Energy Bonus. For example, temporarily shifting or interrupting water heater heating, or conversely triggering heating during surplus production, will help reduce load on the national electrical grid.

The list of Products eligible for the Energy Bonus is defined in the Enki application.

13.2.3 - Compensation

In exchange for making their Connected Products available for the Enki Energy Bonus, the User is remunerated the following year, starting from the anniversary date of adding their Connected Product to the Energy Bonus, in the form of a credit in the Enki application. (See paragraph 13.7)

13.3 Access Conditions to the Enki Energy Bonus

The User's household must be equipped with a Linky meter and supplied by ENEDIS.

The User must not be engaged with another energy savings, Curtailment, or Flexibility operator, or subscribed to a Curtailment or adjustment offer with their electricity supplier or another Curtailment or adjustment operator.

The User must own at least one Connected Product and control it with the ENKI application.

The Connected Products made available by the User must be located in a primary residence.

The primary residence must be occupied during the entire subscription to the Energy Bonus program, excluding usual temporary absences (vacations, business trips, etc.).

For Curtailment, electric heating must be the main heating mode.

To participate in the Enki Energy Bonus program, the User consents to ENEDIS transmitting historical and daily consumption curves as well as technical parameters of their Linky meter to SURVOLTAGE and RTE.

Similarly, the User agrees that ENKI accesses and shares the data necessary for the Energy Bonus with SURVOLTAGE. Details of shared data are specified in Article 13.11.

The User declares acceptance of these TOU.

The Service is only accessible to Users residing in mainland France (not available in overseas territories).

Beyond the above conditions, RTE may refuse integration of a household within Curtailment or Flexibility campaigns. Reasons for refusal are detailed on page 14 of this document: services-rte.com

13.4 Operating Conditions of the Energy Bonus

13.4.1 - Operating Conditions of Curtailment for Electric Heaters

Each winter day, based on national electricity demand and production forecasts for the following day, RTE may reduce electricity demand by activating Curtailment slots provided by Curtailment operators.

In this case, RTE sends a signal to Curtailment operators, here SURVOLTAGE, to issue a curtailment order to Users enrolled in the Enki energy Curtailment program.

The ENKI Curtailment offer corresponds to a maximum of four (4) Curtailment slots per day, each lasting up to two (2) hours, with breaks corresponding to the duration of the previous activation.

During this Curtailment slot, the User’s Connected Products will be curtailed.

During the Curtailment Season, Curtailments will be performed on up to forty (40) days. In addition to Curtailment slots, SURVOLTAGE may issue pre-heating orders lasting 15 minutes during a 30-minute activation and 30 minutes for a 1-hour activation, triggered only outside Tempo contracts. These orders aim to temporarily increase the User’s heaters’ electricity consumption if they are not already operating, before the start of the Curtailment slot to preserve household comfort and observe a consumption drop during the Curtailment itself. This temporary consumption increase is fully compensated financially by the valuation of the performed Curtailment. This procedure improves detection and validation of performed Curtailments.

The household associated with the User is identified by its PRM (or "PDL") linked to the Linky meter, whose number appears on the household’s electricity supply contract.

By accepting the ENKI general terms of use and giving consent, the User authorizes ENKI and SURVOLTAGE to use for these sole purposes the personal data made available to them as well as electricity consumption data, as they are necessary to monitor and measure Curtailments.

These consumption data are automatically collected and processed by ENKI and SURVOLTAGE via the Linky meter. This data collection complies with current regulations and guarantees data confidentiality.

Curtailment orders will be optimal if the User programs their Connected Products via modes and schedules available in the ENKI application.

During the Curtailment Season, technical test periods called “Probes” may be triggered daily. A Probe functions like a normal Curtailment period but limited to 15 minutes. Probes aim to verify proper functioning of Connected Products and do not impact remuneration.

13.4.2 - Operating Conditions of Flexibility for Water Heaters and Water Heater Modules

Flexibility of Domestic Hot Water (DHW) within the Enki Energy Bonus program is based on optimizing heating cycles. To benefit from this mechanism, the User agrees to the following terms:

The program is accessible to households whose water heater is either natively compatible and directly connected to the ENKI Application, or equipped with a connected control module (specific "water heater" module) allowing remote control. The list of compatible Connected Products is available in the Enki application.

Upon enrollment, the User agrees to accept the initial programming schedule proposed by the ENKI Application. This schedule is specifically calculated to shift energy consumption to periods of lower grid stress or high renewable energy production.

The User retains the freedom to modify their heating schedule or manually override the optimized programming. However, any manual modification or personalization of the schedule by the User may impact the Site’s flexibility performance. Consequently, such modulation may result in a reduction of the accumulated Energy Bonus, calculated proportionally to the loss of optimization capacity observed.

Automatic control relies on the last known or recorded setpoint temperature of the water heater.

Outside the automation linked to the program, the User can at any time adjust the desired heating temperature via the ENKI Application to ensure thermal comfort.

13.5 Required Equipment

To benefit from the ENKI Energy Bonus program, the User must have installed or had installed at least one (1) Connected Product compatible with the ENKI solution.

Once physically installed, these Connected Products must be paired on the User’s ENKI account.

For the Curtailment part of the Energy Bonus, products must be accessible throughout the Curtailment Season. For water heaters and modules of the Energy Bonus, concerned products must be accessible year-round without prolonged interruption, under penalty of impact on annual accumulated gains.

Any new Connected Product added to the Enki Application will be automatically included in the Enki Energy Bonus program when the User has previously subscribed to the Energy Bonus Service, except for water heaters and water heater modules.

If the User does not want this new Connected Product to be included in the Energy Bonus Service, they can:

- unsubscribe from the Energy Bonus service for all devices; or
- unsubscribe this Connected Product from the Energy Bonus service; or
- delete this new Connected Product from the Enki Application.

13.6 Service Subscription

The User downloads the ENKI application on their smartphone and creates an account according to Article 3 - User Account - of these TOU.

To subscribe to the Enki Energy Bonus service, the User has several options:

- Either when accepting the “Participation in the Energy Bonus” consent, for example during User Account creation;
- Or via the “card” (information and interactive action box) highlighting the Energy Bonus service available on the ENKI application’s main screen;
- Or via the “card” highlighting the Energy Bonus service available in the “Energy” section of the navigation located at the bottom of the ENKI application screens;

The User will follow the proposed flow in the ENKI application to enter their PRM number to link their Linky meter in the ENKI application, if not already done.

There are three ways to provide the PRM number:

- The PRM number was automatically detected during Enki User Account creation, based on the postal address and last name entered in the account creation form;
- The PRM number was entered via the questionnaire in the ENKI application unlocking access to the “energy coach” services;
- During the Energy Bonus service flow, the User views the conditions to validate. By clicking the “Associate” button in this card (information and interactive action box), they can enter their PRM number and associate their Linky meter if not already done. They are then redirected to a page allowing them to confirm their registration, give consent (if not already given at account creation), and accept the TOU.

The User’s participation in the Energy Bonus program is consented for an indefinite duration.

The User can at any time, without this constituting termination, suspend any modulation (Activation) occurring or likely to occur during a given period. However, the User agrees not to unreasonably interrupt or distort the Energy Bonus program.

Similarly, the User can unsubscribe at any time via the ENKI Application.

13.7 - Valuation of the Energy Bonus Credit

If the User strictly complies with the conditions allowing proper execution of operations related to the Energy Bonus, the User's Energy Bonus credit increases by:

- a maximum amount of fifteen (15) euros per Connected Product of type Electric Heater per full year completed,
- a maximum amount of forty (40) euros per Connected Product of type Water Heater or Module controlling a Water Heater per full year completed.

This amount corresponds to the maximum remuneration, given purely for information.

The actual Bonus amount accumulated varies according to observed curtailment or flexibility performance.

In case of Failure or Unavailability for a Curtailment or Flexibility operation, income will be reduced by an amount corresponding to the market valuation of the unperformed Curtailment or Flexibility slot.

The Connected Product will be considered failed or unavailable for a Curtailment or Flexibility if it is in any of the following situations:

- Manual action by the User on the Connected Product contradicting the Curtailment or Flexibility order;
- The Connected Product is unavailable (off, inoperative, or disconnected);
- Electric consumption is already minimal or non-existent, preventing observation of a significant consumption decrease following the curtailment or Flexibility order;
- The expected consumption decrease was compensated by simultaneous use of one or more other electrical appliances in the home (e.g., electric vehicle charging, oven use, or other high-consumption device).

A household is considered failed for the rest of the Curtailment Season when control of Connected Products does not allow observing a load curve decrease in at least 20% of cases over 10 rolling curtailments.

Enki may alert the User about these failures before reaching the quota.

One year after adding a Product to the Enki Energy Bonus, starting from the anniversary date of this addition, the corresponding amount will be added to the User's credit.

13.8 - Credit Reimbursement

The available amount in the reward pool can be viewed in the application on the Reward Pool page.

The payout of this amount will be possible during specific withdrawal periods defined by Enki, which are visible on the same Reward Pool page in the Application. If the user so wishes, they may request the payout of this amount, which will be made by bank transfer within three (3) months following their request, provided that this amount is a minimum of ten (10) euros. The entire reward pool is paid out all at once.

The User's banking information will be requested at the time of this payout request, via an email asking the User to log into the Enki Application to complete a form. The form will be accessible exclusively from the Enki Application, to the exclusion of any other communication medium. The first and last names on the bank account must match the first and last names on the Enki account. Enki cannot be held responsible for the inaccuracy of the information entered by the User. Enki will carry out anti-fraud checks and reserves the right, after having notified the User, not to proceed with the payment if suspicious elements are detected. Enki commits to deleting this information no later than three (3) months after processing the payment. Banking data will be requested again for each payout request.

The User has three (3) years to request the payout of their reward pool, otherwise they will lose the accumulated amounts. In the event of termination of the Service by the User, the user will definitively lose both the amounts already accumulated in their Energy Bonus, and the amounts potentially being acquired during the active year of a Product integrated into the Enki Energy Bonus. It is the User's responsibility, before any decision to terminate, to proceed with a payout request. This loss is irreversible, even if the User re-registers immediately after termination, including with the same Measurement Reference Point (PRM). No retroactive recovery or accumulation of earnings related to a previous period can be made.

13.9 ENKI Obligations

It is recalled that the ENKI Energy Bonus service aims to help Users save energy, reduce their carbon footprint to preserve the planet, and limit risks of electricity supply shortages.

This service cannot replace comprehensive energy renovation works such as thermal insulation or purchasing more efficient or higher-performance equipment for heating and ventilating the home.

ENKI makes every effort to ensure correct transmission of Curtailment or Flexibility Instructions on eligible Connected Products of the User, without guaranteeing success. ENKI’s liability cannot be engaged in case of operator Failure, User Failure, or Connected Product Failure.

ENKI commits to using all means to ensure quality and continuity of service. To this end, ENKI may make the Application unavailable for maintenance and/or service improvement reasons.

ENKI may make substantial changes to the services offered to the User. The User will be informed by any means.

13.10 User Obligation

The User, throughout their subscription to the Enki Energy Bonus, must respect and maintain the access conditions to the Energy Bonus as defined in Article 13.3 of these TOU.

13.11 Personal Data and Confidentiality

The User authorizes ENKI to detect their Linky meter number (PRM) based on their postal address, first and last name during creation of their Enki User Account.

The User authorizes ENKI to share with RTE, Survoltage, the Curtailment and Flexibility operator, and any other entity useful to the Enki Energy Bonus service, User data (first name, last name, postal address linked to the Linky meter, PRM), the number of Connected Products enrolled in the program, and the status of Connected Products (heating forecasts for a given day). These data are exchanged solely to allow the household to fully participate in the Energy Bonus service.

The User acknowledges that under the provisions of the energy code, notably Articles L.111-72 et seq., public electricity network managers are required to strictly preserve the confidentiality of data they collect or that are transmitted to them by SURVOLTAGE, and may only use it for network and electrical system development purposes under their responsibility, to the exclusion of any other use.

The User agrees to share with ENKI their personal data and information of their associated Connected Products eligible for the Enki Energy Bonus offer.

The User agrees to share with SURVOLTAGE their consumption data collected by ENEDIS via their Linky meter.

The User agrees to share with the relevant network managers their electricity supplier’s identity and any changes via SURVOLTAGE.

The User agrees to share with the network manager their consumption and production data in 15-minute intervals, daily indexes in kWh, peak powers in kVA, and contractual data.

More specifically, Enki transmits within the Energy Bonus service:

- the User’s first name, last name, and consents stored by SURVOLTAGE to preserve User consent to the Energy Bonus program;
- the PRM used by SURVOLTAGE to retrieve and exploit the household’s consumption data from ENEDIS (to forecast and validate Curtailments) and to link the occupant to a site;
- the postal address linked to the Linky meter used by SURVOLTAGE for household location to allow localized Curtailments (Curtailment hours differ by region);

- for electric heaters, heating forecast information also transmitted to SURVOLTAGE and the number of heaters enrolled to plan Curtailments correlated with the forecast state of heaters enrolled in the program;
- for water heaters or modules with water heaters, programmed or modified heating information by the User and the number of these objects enrolled also transmitted to SURVOLTAGE to best manage Flexibility actions and energy consumption shifts;
- the execution statuses of Curtailment and Flexibility commands retrieved by SURVOLTAGE to help assess proper execution of Curtailment or Flexibility.

SURVOLTAGE retains data for the entire lifespan of the Energy Bonus service. Beyond that, User data are anonymized.

If the User wishes to withdraw consent and no longer participate in the Energy Bonus program, they may do so at any time.

Several methods are possible, including:

- Registration before Android and iOS versions 2.23.0: from the Enki Application, the User can go to account settings, "Privacy" section, and click on “Enki Consent.” They then see a reminder of consents accepted during program registration. A “Revoke” button allows withdrawing consent and removing the selected house (if the User has multiple houses) or their sole house from the Energy Bonus program. Doing so forfeits any monetary gains for that residence and exits the program.
- Registration from Android and iOS versions 2.23.0: from the Enki Application, the User can go to account settings, "Privacy" section, and see a reminder of consents accepted during program registration. The User can uncheck consents related to the Energy Bonus and save them. This withdrawal removes all houses from the Energy Bonus program without prior selection (see the last method to deselect a single house).
- From Android and iOS version 2.24.0, the User can go to the “Coach” section at the center of the application, “Energy Bonus” tab. Clicking on their registration status, the User can click the “Deactivate my program” button to remove the concerned house from the Energy Bonus program without affecting other houses.

Data deletion (and anonymization at SURVOLTAGE) is performed immediately on both ENKI and SURVOLTAGE sides.

Finally, the User agrees that communication flow audits may be conducted to guarantee proper functioning of Curtailment and Flexibility instructions enabling remuneration of the Curtailment and Flexibility operator.