

Terms of Use of the SOLARWATT EnergyManager Portal

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1. General information

1.1. These terms of use regulate access and use of the SOLARWATT EnergyManager Portal internet platform (hereinafter referred to as "EnergyManager Portal"), which is available under the internet address www.energy-manager.de. The operator of the portal is SOLARWATT GmbH, Maria-Reiche-Straße 2a, 01109 Dresden, Germany (hereinafter "SOLARWATT").

1.2. The internet platform is available to end customers who have purchased a SOLARWATT EnergyManager (hereinafter "EnergyManager") and enabled, among other things, web-based data exchange between EnergyManager and the EnergyManager Portal. As a result, the customer can view current data for their SOLARWATT photovoltaic system and their devices connected to their EnergyManager.

1.3. Use of the EnergyManager Portal is free of charge for customers who own an EnergyManager. The customer must register as a User in order to be able to use the web-based portal and agree to the present terms of use and data protection policy.

1.4. SOLARWATT reserves the right to change these terms of use with a reasonable notification period. The changes are communicated to the User with a corresponding email to the User's email address registered in the EnergyManager Portal. If the User does not object to the changes within the period set by SOLARWATT, the changes apply as accepted.

2. Registration as a User

2.1. In order to use the full capabilities of the EnergyManager Portal, the end customer must register according to the proper procedure. Registration is intended as a means for the new User to consciously choose to establish a connection between their EnergyManager and the EnergyManager Portal. Operation of the EnergyManager without a connection to the EnergyManager Portal is possible, but operating convenience and capabilities of using the EnergyManager will be limited considerably.

2.2. The device number of your EnergyManager and the appropriate password are required for registration. They can be found on the EnergyManager and must be entered in the specified fields on the user interface. Normally, the end customer receives this data in the form of an invitation e-mail from their installer. Upon registration, the device numbers are assigned to a specific User and use of the services outline below is enabled.

2.3. In exceptional cases, registration of the User can also be carried out by the installer of the EnergyManager. The installer is obligated to inform the User of this preliminary registration and obtain their consent. The User can cancel such registrations at any time by deleting the user account. The User is also urged to change their password after logging in for the first time.

3. Scope of service

3.1. After successful registration, the User has access to the user interface of the EnergyManager Portal. The data viewed and entered by the User via the portal is stored and processed via a cloud solution in the scope of the data protection policy. Data is only saved as long as necessary to achieve the pursued goal.

3.2. The EnergyManager Portal makes it possible for the User to view different information about the production and consumption values of their connected devices.

3.3 It is also possible to grant the installer of the EnergyManager access to the interface for purposes of remote maintenance of the photovoltaic system. In this case, the installer has access to the same data that is available to the User. An appropriate agreement applies only to the relationship between the User and the installer and does not establish any obligation or liability of SOLARWATT. The conditions agreed upon between the User and the installer for this purpose apply.

3.4. It is also possible for SOLARWATT to access the user data for purposes of customer service (e.g. "live support" by SOLARWATT Service). This is intended for recognition and elimination of errors during use of the EnergyManager Portal and technical problems. SOLARWATT is obligated to only use such data that is absolutely necessary for the provision of customer service. SOLARWATT will delete the data collected in the scope of customer service immediately after provision of the service, unless said data is necessary for continuation of the customer service.

3.5. SOLARWATT shall refrain from viewing the user data, except for the possibility for access to the user account granted here. SOLARWATT shall refrain, in particular, from collecting, storing, or using individual generation and consumption values without the express consent of the User for this purpose. SOLARWATT is only permitted to conduct an anonymized evaluation of the data recorded by the User for statistical purposes.

3.7. SOLARWATT cannot guarantee that the data obtained via the EnergyManager Portal is suitable to furnish proof of the actual energy storage to third parties, such as grid operators and energy supply companies.

3.8. SOLARWATT reserves the right to change and/or expand its services during the term of contract, insofar as this is reasonable in consideration of the interests of the User. This also applies, in particular, if changes are deemed necessary for purposes of technical advancement, safety, and technical availability of the services.

4. Availability of the EnergyManager Portal

4.1. The User has no claim to access and availability of the EnergyManager Portal. The EnergyManager may not be available, in particular, due to maintenance work, a crash of websites, or other interruptions, which does not substantiate any claims of the User.

4.2. SOLARWATT reserves the right to discontinue and-or limit operation of the EnergyManager Portal, or to bar individual users from use in justifiable exceptional situations at any time. This includes, in particular, breaches against the intended use of the portal and data security.

5. Costs

5.1. Use of the EnergyManager Portal is free of charge for the User.

5.2. If additional services are provided via the portal (e.g. remote maintenance by an installer contracted for this purpose), they must be billed separately. In these cases, the conditions agreed upon between the User and the service provider apply.

6. Duties and obligations of the User

6.1. The User must ensure that the hardware and software used by them meets the technical requirements for proper use of the EnergyManager Portal. It must also be ensured that the EnergyManager is connected to the internet for use of the portal.

6.2. The User must specify all necessary data for the proper provision of service and report changes immediately. This applies, in particular, to any change of email address that is specified by the User as a contact address.

6.3. The User is obligated to refrain from disclosing their personal login data to third parties and change it regularly.

6.4. The User must not violate third-party rights or applicable law with use of the services provided to them. The User must indemnify SOLARWATT of all third-party claims based on illegal use of the available services for which they are responsible or another breach of duty for which they are responsible.

6.5. The User is obligated to use the EnergyManager Portal exclusively as intended. The User must refrain from using mechanisms, software, or anything which can disturb the function of the portal services, spread viruses or other "malware", and send unsolicited messages for advertising purposes ("mail spamming") or other bulk mail ("junk email").

6.6. The User must observe generally recognized principles of data security. They must immediately inform SOLARWATT if they become aware that their login data is being used without their consent.

7. Usage rights

7.1. SOLARWATT is the exclusive holder of all rights, particularly copyrights, to the EnergyManager Portal. The User is granted a simple, non-transferable, and temporally limited right to use the EnergyManager Portal within the limits specified by these terms of use and to utilize the services offered there.

7.2. The User is prohibited from duplicating, copying, changing, and/or editing the EnergyManager Portal or components thereof.

8. Liability and limitation of liability

8.1. SOLARWATT is entitled to carry out maintenance and care of the EnergyManager Portal without justifying claims against SOLARWATT due to unavailability. SOLARWATT shall strive to limit such work to the necessary extent and re-establish availability as quickly as possible.

8.2. Moreover, all damage claims of the User against SOLARWATT, regardless of the legal reason are excluded.

8.3. The exclusion of liability according to Section 8.2. above does not apply:

- a) in case of liability in accordance with the German Product Liability Act;
- b) in cases of intent or gross negligence;
- c) in case of culpable injury to life, limb, or health;
- d) in case of a breach of cardinal, i.e. duties that must be fulfilled for the proper implementation of the contract and which the contractual partner can normally expect will be complied with. However, liability due to a breach of cardinal duties is limited to compensation for the foreseeable damages typical for this type of contract, insofar as SOLARWATT is not liable based on intent or gross negligence, due to an injury to life, limb, or health or in accordance with the German Product Liability Act.

8.4. SOLARWATT is not liable for damages caused to the User by third parties, particularly not for damages which are caused by inclusion of an installer by the User. This does not apply if such damages were caused by the actions of SOLARWATT. The general liability regulations specified above apply for such damages.

8.5. SOLARWATT is not liable for the loss of data if this damage would not have occurred if the User had taken appropriate data security measures. Liability for the loss of data is also limited to the necessary expense for recovery of the data.

9. Duration of the entitlement to use

9.1. The User can delete their User account at any time. However, the functionalities of the EnergyManager will be limited as a result.

9.2. In cases where the User breaches cardinal provisions of these terms of use, SOLARWATT shall be entitled to delete the User account and to exclude the User from further use of the EnergyManager Portal. SOLARWATT shall inform the User about the deletion immediately and shall not bear any responsibility for ensuring that any remote maintenance, etc. agreed upon with the installer is no longer possible via the EnergyManager Portal.

9.3. Renewed registration by the former User at a later time can be granted by SOLARWATT according to its own discretion, if full compliance with provisions of the terms of use in the future have been assured.

10. Data protection

The personal data stored or communicated by the User during use of the EnergyManager Portal is collected, stored, and used according to the applicable provisions of data protection laws. The data protection provision to which the User has agreed at the time of registration apply.

11. Other

11.1. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.2. The exclusive jurisdiction for all disputes arising from or on the occasion of this contract is Dresden, insofar as the User represents a merchant, corporate body under public law or if the User is a legal entity under public law.

11.3. If individual or multiple regulations of these terms of use are invalid, they shall be replaced with statutory regulations. Partial invalidity of individual regulations does not affect the validity of the other regulations of these terms of use.