Terms of Use of the SOLARWATT EnergyManager Portal for Installers

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1. General information

1.1. These terms of use regulate access and use of the SOLARWATT EnergyManager Portal internet platform, including the InstallerCenter (hereinafter "EnergyManager Portal") by installers and installation companies (hereinafter "User"), which is available under the internet address www.installer.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 users who have installed a SOLARWATT EnergyManager (hereinafter "EnergyManager") on the premises of an end customer and enabled, among other things, web-based access to usage analytical data of end customers in order to be able to provide these services and maintenance.

1.3. Use of the EnergyManager Portal is free of charge for authorized users. The User must register 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. It is not necessary to use the EnergyManager Portal for provision of services for the end customer, however, it expands the possibilities of use, management, and maintenance of the User.

1.5. 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. Registration for the EnergyManager Portal takes place on the website http://installer.energy-manager.de. The User registers there in the role of installer. The User can choose any user name and password in observance of requirements. An automatic login in the EnergyManager Portal takes place after entry of the information and acceptance of these terms of use.

2.2. This enables use of the various functions of the portal via remote access which installers provide as a service to their end customers. These functions involve the management and maintenance of the EnergyManagers installed by the User on the premises of end customers.

3. Scope of service

3.1. After successful registration, the User has access to the various functions of the EnergyManager Portal. This includes association of end customers of the User with their account. This makes it possible for the User to provide services via remote access. If the User has linked end customers to themselves by adding an end customer to their list of customers in the "Customer management" area on the user interface, they gain access to the data generated from the EnergyManager of the

end customer. This data is transmitted using cloud software and helps Users provide their services. This data can include energy produced and current energy consumption.

3.2. In order to link end customers to a user account, they must also be registered in the EnergyManager Portal. For this purpose, the User can send the end customer an invitation mail from the portal with all necessary data for the registration. The end customer must approve the terms of use and data protection policy applicable to them and approve access to their EnergyManager by the User. Approval may only be provided by the end customer and no other party.

3.3. It is possible for the User to register an EnergyManager with its serial number and the device password in the EnergyManager Portal via the website www.energy-manager.de and assign it to a specific end customer. However this may only be performed in exceptional cases and the User must ensure that they only register end customers who have declared their consent for this purpose and have confirmed the terms of use and data protection policy applicable for end customers.

3.4. No contract for the provision of services takes effect between users and end customers by linking an end customer to the account of the User via the EnergyManager Portal. This contract must be concluded separately from the portal registration.

3.5. Therefore, the User is the sole contractual partner of the end customer in the provision of services via the EnergyManager Portal. As the portal operator, SOLARWATT only offers the possibility of offering services via the portal.

3.6. 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. Duties and obligations of the User

4.1. With use of the EnergyManager Portal, the User must ensure that the hardware that they use meets the technical requirements for the purpose of use.

4.2. With utilization of the EnergyManager Portal, the User is prohibited from using technologies which over-utilize the resources of SOLARWATT in violation of this contract.

4.3. The User is obligated to use the access to the EnergyManager Portal exclusively for the provision of services to their end customers and for management purposes. They are prohibited from allowing third parties use of the access.

4.4. The User is obligated to make their end customers expressly aware that the provision of services via remote maintenance and checks are incumbent exclusively on the User and that SOLARWATT is not a contractual partner of these services – neither directly nor indirectly. In this respect, the User has no claims against SOLARWATT in regard to the services contracted by the end customer.

4.5. The User is prohibited from using their access to the EnergyManager Portal and/or the access to data of the end customers linked to their User account for purposes other than those defined in this contract.

4.6. The User is obligated to indemnify SOLARWATT from all third-party claims based on illegal use of the available functionalities of the EnergyManager Portal for which they are responsible or another breach of duty for which they are responsible.

4.7. With use of the EnergyManager Portal, the User is prohibited from activities which could cause damage to SOLARWATT, particularly intrusion into third-party computer systems (e.g. by hacking), the prevention of third-party computer systems by sending/forwarding data flows and/or emails (e.g. DoS/DDoS attacks/spam/mail bombing), searching for open accesses to computer systems (e.g. port scanning) and the distribution of malware.

4.8. In case of violations SOLARWATT shall be entitled to discontinue services immediately. Damages claims remain unaffected.

5. Liability and limitation of liability

5.1. SOLARWATT is not liable for the correctness and completeness of the data viewed by the end customer via the EnergyManager Portal. The User is aware that the portal is not suitable for invoicing or archiving purposes, creating statistics, or other applications that require exact, quality-tested, current, and uninterrupted and/or continuously available measurement data.

5.2. 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.

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

5.4. The exclusion of liability according to Section 5.3. 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.

5.5. The User must indemnify SOLARWATT from any claims of third parties and, in particular, of end customers arising based on the use of the EnergyManager Portal by the User. This applies, in particular, for services with which the User is contracted by the end customer on the portal.

6. Availability of the EnergyManager Portal

6.1. 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.

6.2. 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.

7. Costs

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

7.2. With the provision of additional services by SOLARWATT (e.g. services in connection with the provision of service by the User to end customers), they must be contracted by the User and paid separately.

8. Usage rights

8.1. 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.

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

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 are 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

10.1. The personal data stored or communicated by the User during use of the EnergyManager Portal is collected, stored, and used by SOLARWATT 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.

10.2. The personal data of the end customer which can be viewed by the User via the EnergyManager Portal is processed in accordance with statutory specifications in a cloud. The User is prohibited from accessing this data without consent. The viewing of personal data provided by the end customer or related to the end customer (e.g. the amount of energy produced, association of energy consumption with consumers, apportionment of consumption times) must be covered with the consent to be obtained from the end customer by the User in accordance with data protection law. Similarly, the provision of services of the User for the end customer via the EnergyManager Portal corresponds to obligations under data protection law.

10.3. The User indemnifies SOLARWATT from all claims arising from data protection violations that the end customer sustains from the User. The User is obligated to notify SOLARWATT immediately about data protection violations that are based on their use of the EnergyManager Portal.

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 from or on the occasion of this contract is Dresden.

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.