

# Terms of Use

## Solarnative App

### **Preamble**

Solarnative GmbH, Am Holzweg 26, 65830 Kriftel, e-mail: info@solarnative.com, general management: Julian Mattheis, Henk Oldenkamp, Toralf Eggert, is the provider of the Solarnative App.

In addition, Solarnative GmbH offers photovoltaic products for sale. For these photovoltaic products, it is possible to register these products with Solarnative GmbH. Further services of Solarnative GmbH as well as additional functions of the photovoltaic products can be used for these registered products within the scope of the above Solarnative App.

### **I. Validity of the terms of use**

These Terms of Use apply as a supplement to the General Terms and Conditions (GTC) of Solarnative GmbH for the Solarnative App.

With these, Solarnative GmbH regulates the use of the Solarnative app. The use includes all functionalities of the Solarnative App in connection with the app-based functionalities of the photovoltaic products of Solarnative GmbH.

The user of the services of the Solarnative app can be both an entrepreneur within the meaning of § 14 BGB (German Civil Code) and a consumer within the meaning of § 13 BGB (hereinafter jointly referred to as "user"). The prerequisite is that the user is the owner of the photovoltaic products registered with Solarnative GmbH. The user is entitled to transfer the use of the Solarnative app, e.g. to installers, service representatives or other persons who have been commissioned by the user with the installation, maintenance or support of the photovoltaic products registered with Solarnative GmbH.

#### **1. Applicable law**

The use of the Solarnative App is subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and those provisions of private international law that would lead to the application of the laws of another country.

#### **2. Contract language**

The contractual language is German, even if the Solarnative App is made available in several languages. All communication in connection with the Solarnative App of Solarnative GmbH will be in this language.

#### **3. Changes**

Solarnative GmbH reserves the right to change the above terms of use at any time and without giving reasons with effect for the future.

## II. Use, registration and processing of personal data

The download and installation of the Solarnative App is required to use the Solarnative App.

By installing the Solarnative App, the user accepts the above terms of use.

To download the Solarnative app, the terms and conditions of the respective app store must be accepted. Solarnative GmbH has no influence on these and accepts no responsibility or liability for them. Internet access or the use of mobile devices (smartphone) may be subject to charges. Solarnative GmbH has no influence on this.

### 1. Registration

In order to fully use the Solarnative App, the user must register with Solarnative GmbH. The registration also includes the specification of the Solarnative photovoltaic products used by the user as well as further data processed during the registration and the use of the registered Solarnative photovoltaic products.

The registration process requires an e-mail address to confirm the account and a password to be set to restrict access. The selected language is stored in the user profile. If the user selects the function "Invitation of other users", e-mail addresses must be provided for the invitation.

When registering the Solarnative photovoltaic products, the country in which the system is located must be named in order to be able to set the network code. The grid code and the country are stored accordingly in the profile of the Solarnative photovoltaic products.

Solarnative GmbH reserves the right to completely withdraw the use of the Solarnative app even after registration and to block or delete a registered use, in particular if the user violates the conditions stated under II.4.

The user can delete his or her registration at any time. After deletion, all information that Solarnative GmbH no longer needs to operate and provide the Solarnative app will be deleted from the Solarnative GmbH servers, unless Solarnative GmbH is entitled or obliged to retain it.

### 2. Processing of personal data

Insofar as personal data is processed during the registration and use of the Solarnative App, Solarnative GmbH is the controller for the processing of this personal data pursuant to Art. 4 No. 7 DSGVO.

Further information on the processing of this data is available for inspection at <https://solarnative.com/de/datenschutzerklaerung/>.

### 3. Use

The Solarnative App is provided free of charge and voluntarily. There is no entitlement to use the Solarnative App. In particular, there is no entitlement to constant availability of the Solarnative app. Solarnative GmbH expressly points out that the availability of the Solarnative app may be interrupted, particularly during maintenance work. No liability is accepted for the non-availability of the Solarnative app.

Insofar as links to other websites are provided within the framework of the Solarnative App, this is done with the indication that the activation of these links leads to the user leaving the Solarnative App

and using websites of other responsible bodies. Solarnative GmbH is not responsible for the content and functions of these websites.

#### 4. Exclusion of use

Use of the Solarnative App is prohibited to the extent that:

- use is made in an offensive fraudulent manner or for the purpose of committing other criminal offences;
- use is made in a manner that is contrary to applicable law or infringes licences or intellectual property rights or violates the rights of third parties;
- the use is for the purpose of reselling the App;
- the use contradicts the aforementioned GTC's;
- the use is for unauthorised manipulation ("hacking"), modification or impairment of the security or functionality of the App or other websites (e.g. by means of viruses, Trojans, worms, logic bombs, denial of service attack, distributed denial of service attack or other material that is malicious or technologically harmful);
- the use is in an automated or other manner to remove, extract or otherwise obtain materials or content from the App for use on a third party website or application.

#### 5. Liability

The personal data processed within the scope of the Solarnative app is protected against unauthorised access by Solarnative GmbH using appropriate technical and organisational measures.

Should unauthorised access to personal data nevertheless occur, Solarnative GmbH will only accept liability for damage caused to data subjects in connection with the unauthorised use of personal data if Solarnative GmbH has breached its obligations to use appropriate technical and organisational measures with gross negligence or intent.

### **III. Termination of use**

The use of the Solarnative App is for an indefinite period. Use may be terminated at any time by either party without notice and without stating reasons.

The discontinuation of the provision of the Solarnative App by the responsible party as well as the deletion of the registration by the user constitutes an implied termination of use.

***This document is a translation from the German original version. In the case of deviations between the two versions, the German version shall be decisive.***