

## **Terms of use KOSTAL Solar Portal**

**Valid from 01.06.2024.**

### **1. General**

The KOSTAL Solar Portal is a free service provided by KOSTAL Solar Electric GmbH, Hanferstr. 6, 79108 Freiburg i. Br. The user currently only incurs costs for the transmission of data to the KOSTAL Solar Portal or for retrieving data from the KOSTAL Solar Portal. KOSTAL reserves the right to withdraw free use in the event of further developments to the service.

All information and results made available on the KOSTAL Solar Portal must be checked by the respective user for consistency and the conclusions to be drawn. The data / information is for informational and visualization purposes only and does not allow any conclusions to be drawn about guarantee / warranty claims.

The user has no claim to the permanent availability of all data or information. KOSTAL Solar Electric GmbH reserves the right to change the site or parts of it without prior notice or to remove their presentation temporarily or completely from the offer.

### **2. Agreement to the terms of use**

By actively using the KOSTAL Solar Portal (login), the user agrees to this Terms of use .

### **3. Terms of use**

By registering in the "KOSTAL Solar Terminal", the respective user is registered in the "KOSTAL Solar Portal". The respective user enters their personal data (e-mail, surname, first name, system data) in the KOSTAL Solar Terminal to create a Terminal ID and connects the inverter to the KOSTAL Solar Portal. It is not possible to use the KOSTAL Solar Portal without a Terminal ID. KOSTAL reserves the right to delete or refuse access to the relevant system data if incorrect information is provided.

KOSTAL Solar Electric GmbH, including its affiliated companies (KOSTAL for short), is entitled to statistically evaluate all system and inverter data. KOSTAL reserves the right to use the anonymized data for statistical evaluation purposes if the system/user is deregistered or deleted. The respective system and inverter data can also be used for the purpose of faster processing in service cases and for event analysis.

In the event of manipulation of data transmission, the KOSTAL Solar Portal or unauthorized access to all pages provided by KOSTAL, KOSTAL reserves the right to exclude the user in question and to take legal action. KOSTAL also reserves the right to prohibit users from accessing the KOSTAL Solar Portal and to remove these users after informing them.

If the user has not actively used the access for more than 12 months, KOSTAL reserves the right to remove the user from the Solar Portal.

Access to a user's personal systems requires the authorization of the system owner. If a user revokes unauthorized access, KOSTAL reserves the right to remove access by a potentially unauthorized user.

## **4. Restrictions on use**

The data from the KOSTAL Solar Portal is only released for the company's own evaluation purposes. All data presented there consists of average values that have been processed by the portal and are not suitable for billing purposes vis-à-vis third parties.

Please note the disclaimer in section 6.

## **5. Copyright notice**

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## **6. Disclaimer**

KOSTAL Solar Electric GmbH assumes no liability or guarantee for the topicality, correctness, completeness or quality of the evaluations, information or automatically generated documents or notifications provided. No liability whatsoever is accepted for any errors or omissions in the data mentioned or in the sources referred to therein.

KOSTAL is not liable for the content, possible damages or legal violations of the content of its own websites.

Internet pages linked addresses. The use of these links is at the user's own risk. The user himself is responsible for protecting his computer against viruses, Trojans, spam etc.. Furthermore, the user is obliged not to knowingly carry out any harmful or illegal activities when using the portal.

KOSTAL SOLAR ELECTRIC GMBH EXCLUDES ALL LIABILITY TOWARDS THE USER AND OTHER PERSONS OR COMPANIES (THIRD PARTIES). HOWEVER, INsofar AS AN EXCLUSION OF LIABILITY IS NOT POSSIBLE FOR LEGAL REASONS, THE FAULT-BASED LIABILITY OF KOSTAL IS LIMITED TO INTENT OR GROSS NEGLIGENCE AND, IN TERMS OF AMOUNT, TO NO MORE THAN THE FORESEEABLE (DIRECT) DAMAGE IF THE RESPONSIBLE EMPLOYEES ARE AT FAULT. THIS ALSO APPLIES TO STRICT LIABILITY.

## **7. Data protection**

You can find our privacy policy here: <https://www.kostal-solar-electric.com/de-de/datenschutz/>

## **8. Amendment of the terms of use**

KOSTAL reserves the right to change the terms of use at any time. Users can object to changes by deleting their account.

## **9 Applicable law, place of jurisdiction**

In the event of a dispute, all parties involved undertake to choose the place of jurisdiction in Germany. The law of the Federal Republic of Germany is agreed.

## **10. Final provisions**

Should individual provisions of these agreements be invalid or unenforceable or become invalid or unenforceable after the agreement has been approved, this shall not affect the validity of the remainder of the agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the parties to the agreement with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the agreement proves to be incomplete.

Freiburg, 01.06.2024