

## **General Terms and Conditions (GTC) of ASKOMA AG for the ASKOFAMILY+ Product Line**

### **1. Scope and contractual partners**

The present General Terms and Conditions (GTC) regulate the use of the **ASKOFAMILY+** product line manufactured by ASKOMA, with the Energy Manager and the **ASKOFAMILY+** App, hereinafter referred to as Energy Manager, by the Customer, by the installation technician and their employees, by the support and by other persons who confirm these GTC.

These GTC shall be approved as part of the registration process for the Energy Manager. The GTC may change from time to time. The latest version is always available on <https://www.askoma.com/fileadmin/documents/footer/AGB-Askofamily-E.pdf> and will be communicated to you by e-mail, if required.

The Energy Manager including the related website and the **ASKOHOME+** app is published by ASKOMA AG (herein referred to as MANUFACTURER).

### **2. Service range**

The MANUFACTURER offers the Energy Manager to its Customers as described on the website <http://www.askoma.com>. The Customer selects the Energy Manager from this service range with the Customer's choice being limited to the range existing at the time of use. The technical limits or general conditions published on the website <http://www.askoma.com> shall apply. The MANUFACTURER may at any time change the functionalities of the Energy Manager.

Prices and billing: The price of the Energy Manager is defined by our Customers. The MANUFACTURER reserves the right to adjust the price relevant for our Customers (OEM / wholesaler / installation technician) at any time. The OEM Customer / installation technician will bill the Customer directly for the Energy Manager. By purchasing the Energy Manager, the Customer agrees to pay an annual fee for maintenance, further development and other operating costs (subscription fee). The manufacturer or the OEM Customer will invoice the Customer directly for the annual fee at the beginning of the subscription period. If the Customer fails to pay the annual fee in due time, its account will be deactivated, and the Energy Manager will no longer be functional. In case the Customer does not wish to use the Energy Manager anymore, the Customer may terminate the subscription before the end of the annual term of its subscription. In this case, its account will also be deactivated, and the Energy Manager will no longer be functional.

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

Browser and mobile device: The Energy Manager can be used via the latest Chrome, Safari, Firefox, Edge browser versions on both conventional work devices (PC, laptop) and mobile devices (smartphone, tablet). Specific apps are offered for the installation technicians, OEM customers and the end users.

Availability of the Energy Manager. The MANUFACTURER is entitled to deactivate the Energy Manager at any time for maintenance work or to remove it completely from the market. In the event where Energy Manager is completely removed from the market, the MANUFACTURER may decide at its own discretion whether the Energy Manager will continue to function during a transitional period without updates or whether it will be deactivated with immediate effect. Furthermore, the MANUFACTURER reserves the right to block the Energy Manager for individual users in justified cases (e.g., in the event of misuse).

Liability: The user is obliged to protect its terminals and its browsers from unauthorized access. Any liability related to the functionality and use of the Energy Manager, including liability for malware, is excluded, unless evidence of intentional or grossly negligent fault can be provided. In the event that the functioning of the Energy Manager or parts thereof is restricted, the MANUFACTURER declines all liability for any resulting damage. Furthermore, any liability in connection with the power and energy values displayed by the Energy Manager and the optimization of self-consumption is rejected.

Duties on the part of the installation technician and the Support: If you are registered in Energy Manager as an installation technician or as Support, you are obliged to delete your employee's account as soon as he/she leaves your company. Should you fail to delete the accounts of your former employees, you will be held liable for any damages resulting from a potential misuse of these accounts. In addition, you are not authorized to disclose your customers' data to third parties. The sole purpose of accessing the Energy Manager is to provide the Customer with the optimal functionality of the Energy Manager.

Obligations on the part of all users except the Customer: Each account may only be used by one person.

In addition, you are not authorized to disclose the data that you can view to third parties.

Refunds and exchanges: There are no refunds or exchanges of the Energy Manager.

## **4. Warranty policy**

The MANUFACTURER provides a 24-month warranty for the Energy Manager you have purchased. The warranty period starts as of the date of installation of the Energy Manager at the end user's site. Please keep your installation technician's invoice as evidence thereof.

Should the product prove defective during the warranty period, the product will be replaced or repaired free of charge. The installation technician will invoice the Customer for any costs incurred by the installation technician and such costs will not be borne by the MANUFACTURER.

The warranty does not include:

- a. minor defects or deviations in the quality of the product which are insignificant for the intended use;
- b. Software error or deviation of the software from your expectations (e.g. slight calculation deviations between the Energy Manager and values measured by the electricity company or behaviour of the implemented optimisation of self-consumption that is not perfect for your needs);
- c. Defects due to improper use (e.g., faulty installation, operating errors, mechanical damage, incorrect operating voltage). Proper use means the use of the product under the conditions described in the installation and user instructions;
- d. Modifications made to the Energy Manager by you or a third party;
- e. Defects due to force majeure (e.g., lightning strike, water, fire, public unrest or insufficient ventilation);
- f. Defects that are already known to you at the time of purchase;
- g. Furthermore, there is no warranty claim in case of interventions made in the product by unauthorised persons or workshops.

The provision of warranty services does not extend the warranty period.

Any other claims or claims exceeding the ones described herein cannot be asserted under the warranty.

In the event of a warranty claim, please contact our Customer Service department ([support@askoma.com](mailto:support@askoma.com)).

## 5. Privacy policy

### INFORMATION WE COLLECT ABOUT YOU

We collect and process the following information about you:

- Customer information:
  - If you are a Customer, we collect your name, address, email address, your Energy Manager ID, your installation technician and details of the connected devices (IP, settings) and specific answers in a survey;
  - We store the solar energy generated, the consumption and information from all connected devices (e.g. temperature of the hot water);
  - Technical information: the IP address used to connect your computer or device to the Internet; browser type and version; operating system; time and date of server request; anonymised location data.
- If you are a installation technician, enter your name, address, company name, e-mail address, telephone number and the website (optional);
- If you are an installation technician, employee, support employee or another Solar Manager user, we collect your name, email address and phone number and your address (optional).

### HOW YOUR DATA WILL BE USED

We use the information collected about you as follows.

- We will process the data for the following purposes to fulfil our contract:
  - to provide the services you requested;
  - to answer your questions;
  - to inform you of any changes to our service;
- We will process data for the following purposes based on our legitimate interests:
  - to improve our services and product (e.g. through data analysis, testing, research, statistics, feedback and surveys);
  - to keep you informed by means of newsletters;
  - to comply with legal and regulatory requirements;
  - to ensure the proper functioning of the Energy Manager and the website, including troubleshooting and testing;
  - as part of our efforts to keep the Energy Manager safe and secure, which includes abuse detection and tracking.

## DISCLOSURE OF YOUR DATA

We will engage third parties for some of the purposes we use personal data for (see HOW YOUR DATA IS USED). Where such third parties require access to personal data to perform their duties, we will share the data with them and ensure that they will use the data exclusively in accordance with our instructions. Such parties are processors on our behalf, and we remain responsible for your data. We may share your information with the following third parties:

- h. Companies performing services for us, such as suppliers, service providers and other partners that support our business. Such third parties perform services such as providing technical infrastructure services, providing customer services such as support, analysing the use of our services, measuring the effectiveness of ads and services or conducting scientific research and surveys. Such partners must comply with strict confidentiality obligations that are consistent with this policy.
- i. Business partners and authorised distributors for the performance of all contracts we enter into with you;
- j. You can choose whether or not your installation technician is allowed to access your data. This may facilitate any problem analysis for your installation technician during the installation phase;
- k. In the event that we sell or buy any business or assets, we will share your personal data with the prospective seller or buyer of such business or assets;
- l. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation or to protect the rights, property or safety of the MANUFACTURER, our Customers or others. This also includes the exchange of information with other companies and organisations to protect against fraud;
- m. If you have otherwise consented to us doing so.

## WHERE WE STORE YOUR PERSONAL DATA

Any information provide to us will be stored on secure servers at Amazon in Germany and controlled by third parties on our behalf. All data transmissions within the password-protected area are encrypted using SSL technology. We will send you a password (or you choose a password) to access the Solar Manager. It is your responsibility to keep this password confidential. We kindly request you not to share the password with anyone.

However, transmitting information via the internet is not completely secure. Although we use our utmost endeavours to protect your personal data, we cannot guarantee the security of your data. The use of the Energy Manager is at your own risk.

## DURATION OF STORAGE / DELETION

We only store data which we need to meet our business obligations, and which need to be stored due to our legitimate interests. When we no longer require personal data, we or our suppliers will securely delete and/or archive the data. For more information about where and how long your personal data is stored and for information about your right to deletion and portability, please contact us at [datenschutz@askoma.com](mailto:datenschutz@askoma.com).

## SECURITY OF YOUR DATA

To protect the privacy of data and personal information submitted through the use of the Energy Manager, we maintain physical, technical and administrative security measures. We constantly update and test our security technology. We restrict access to your personal data to those employees who need this information to provide you with services. We also train our staff on the importance of secrecy and on maintaining the privacy and security of your data.

## YOUR RIGHTS

You have a right:

- to be informed about your personal data processed by us and relating to you;
- to request that we correct (rectify) the personal data we hold about you if it is inaccurate or obsolete;
- to request that we delete or stop processing your data, subject to certain exceptions;
- to request us not to process your personal data for the legitimate interests mentioned above. This may not be possible under certain circumstances. In this case, we will inform you and let you know the reasons why;
- to receive the personal data in a structured, commonly used and machine-readable format; and
- to lodge a complaint with us or with the relevant data protection authority if you have any concerns about how we process your personal data.

Should you wish to exercise any of the aforementioned rights, please contact [datenschutz@askoma.com](mailto:datenschutz@askoma.com).

## USE OF COOKIES

Software is used on our website to analyse the use of the website. By analysing this data, we can gain valuable insights into the needs of users. These findings help us further improve the quality of our services.

In this context, so-called cookies are used as well. Cookies are text files that are stored on the computer of the website visitor and thus enable the recognition of a visitor on an anonymous basis. Cookies can generally be rejected or deleted through appropriate browser settings.

By using this website, you agree to the procedure described above for analysing the use of our websites.

### **1. Applicable law and place of jurisdiction**

These GTC as well as any and all related actions are governed exclusively by Swiss law. The place of jurisdiction is the registered office of the MANUFACTURER.

### **2. Version differences**

In case of any conflict between the German version of these General Terms and Conditions and other language versions of these General Terms and Conditions, the German version shall prevail.

### **3. Contact**

You are welcome to send questions, comments and enquiries about these Terms and Conditions to [info@askoma.com](mailto:info@askoma.com).