

Terms of Use of SMA Solar Technology AG for Use of mySMA and Its Services



I hereby agree to the contractual terms and conditions of SMA for the use of mySMA and its additional services.

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General Terms of Use for mySMA

Version: July 2021

Please carefully read these terms before using mySMA.

I. General Information

1. With the website mySMA (hereinafter "mySMA"), SMA Solar Technology AG (hereinafter "SMA") is making a comprehensive service for the use of additional SMA functions (hereinafter "services") available within the framework of the website www.my.SMA-Service.com based on the following Terms of Use. For the other services, the corresponding Special Terms of Use apply.
2. These General Terms of Use govern the access to and the use of mySMA made available by SMA as well as its functions, data and services.
3. Users of the mySMA services may include installers as merchants as defined by Section 14 of the German Commercial Code, consumers as defined by Section 13 of the German Commercial Code, as well as legal persons (hereinafter referred to collectively as "users"). The user can be the respective system operator of the affected system(s) within the meaning of the law for the prioritization of renewable energies or a third party acting in his/her name and/or on his/her behalf, in particular, the installer of the system(s). If mySMA and its services are used by users who are third parties to the system operator (e.g. installers), these confirm with the registration and acceptance of these General Terms of Use and the corresponding Special Terms of Use that they have the prior express consent of the respective authorized system operator. Third parties are required to provide SMA with proof of consent from the system operator upon request, and exempt SMA from all claims of the system operator made in relation to use of mySMA.
4. Insofar as fee-based services are made available in mySMA, these are subject to further legal conditions ("Special Sales Conditions") in addition to these General Terms of Use which will be displayed during the respective order process. The presentation of the services offered against payment in mySMA does not constitute a legally binding offer. The agreement of a binding contract for fee-based services is subject solely to the Special Sales Conditions applicable in each case.

II. Formation of the Usage Contract, Use and Registration

1. To be able to use mySMA, the user is required to register. The user is obligated to provide only accurate and true information that is not misleading.
2. To use mySMA, the user receives password-protected access upon registration. The user is personally responsible for the user account and keeping the password confidential.
3. If the user to be registered is a legal person, it must be ensured that a natural person authorized to manage the user's data is named as the administrator of the access to mySMA.

III. Use Limitations

1. The mySMA website with all its services provided for use has been developed by SMA and is protected by copyright laws. SMA possesses all use and distribution rights.

2. The user may only use and exploit the information and results accessed in this online service within the framework of these General Terms of Use and Special Terms of Use of the respective service. The use of computer programs for the automatic capture of data, such as crawlers, so-called "bots", "hacks", etc., is prohibited in all cases.
3. The content available via the website may not be copied, distributed or made otherwise public without the agreement of the respective rights owner.
4. Any additional use of the retrieved information and results of the services offered by SMA is allowed only with the express written permission of SMA.
5. SMA is entitled to prevent violations of Section III and to delete user content that is contrary to the contract if there are specific indicators of non-adherence to these General Terms of Use or to the Special Terms of Use of the respective service or the content is otherwise unlawful. There is no entitlement to the recovery of deleted content.

IV. Duties and Obligations of the Contract Parties

1. The user is obliged to use mySMA and the additional services only according to their intended use. Users are prohibited from sharing login details as well as using the username or password of another user. If this should happen, SMA will for security reasons be obligated to block the user account until security is re-established. The user is responsible for all activities that are performed using his/her user account if he/she acts willfully or negligently. In the event of loss or suspected misuse of the access data, SMA must be informed immediately and the login details must be changed. If SMA becomes aware of this, SMA may take the necessary countermeasures and, in the case of misuse, exclude the respective user from further use or application. Misuse exists in particular if the user infringes the obligations laid out in Sections III.2 to III.4 and IV.1., uses mySMA and its services for criminal or other illegal purposes and commits any type of electronic attack on mySMA and its services or other users (e.g., hacking or the use and/or distribution of viruses, worms, Trojans).
2. Should there be an unauthorized acquisition of personal data by third parties, SMA shall not be held liable if the acquisition cannot be attributed to a fault on the part of SMA.
3. It is the duty of SMA to secure its systems against viruses. However, SMA cannot completely rule out the possibility of viruses. In the case of messages that are sent to users bearing SMA's name, SMA expressly advises that users always check the sender address first before opening such messages. In such cases of misuse, users should notify SMA.
4. If mySMA or its services should offer this option, users may upload their own content or instruct others to do so, provided that the storage space provided by SMA is sufficient. The user is not entitled to publication of the content submitted to mySMA or its services, nor to permanent storage of this content there. SMA is not responsible for the content, correctness or form of the posted information. In addition, the user undertakes to protect

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and to refrain from violating the rights of third parties, in particular trademark rights, copyright and personal rights. Posting content glorifying violence, pornographic content, discriminatory content, content that infringes on personal honor or other content that violates the law or morality is not permitted.

5. It is also the responsibility of users to regularly create and save backup copies of their data.

V. Changes to the Content and Quality of mySMA

1. SMA reserves the right to change, add to or delete the design and content of mySMA and its services or to cease publication of the services temporarily or permanently. Users are not entitled to the maintenance or provision of a certain state or functional scope of mySMA.
2. SMA is keen to keep mySMA and its services in a defect-free condition in line with the state of the art at all times. However, SMA is unable to ensure that mySMA and its services is free from errors.

VI. Liability

1. When services at mySMA are provided free of charge, the liability of SMA, its legal representatives and vicarious agents – regardless of legal basis – notwithstanding Section VI.3, shall be limited to a willful or grossly negligent act or neglect.
2. However, when services are provided in return for payment at mySMA, in addition to intent and gross negligence in the case of damage resulting from the violation of a significant contractual obligation (i.e., an obligation, the satisfaction of which enables the proper implementation of the contract and upon the observance of which contractual partners regularly rely and may rely), SMA shall be liable for simple negligence, in which case the liability of SMA, its legal representatives and vicarious agents shall be limited to compensation for foreseeable, typically occurring damage. The provisions of the relevant Special Sales Conditions also apply.
3. The limitation of liability in accordance with Sections VI.1 and VI.2 in particular applies to damage arising from loss of use, data loss or loss of revenue. Liability for data loss is limited to the typical cost to recover the data that would apply when making regular backups appropriate to the risk, unless there was an intentional or grossly negligent act on the part of SMA.
4. The limitations of liability in accordance with Sections VI.1 and VI.2 do not apply:
 - a) in cases based on loss of life, personal injury or impairment of health;
 - b) in the event that and insofar as SMA has fraudulently concealed a defect;
 - c) in the event that and insofar as SMA has assumed a warranty for the quality of mySMA and its services, or
 - d) for user claims in accordance with the German Product Liability Act.
5. **Liability for damages resulting from inappropriate usage is excluded. The user shall exempt SMA from all claims on the part of third parties against SMA in connection with inappropriate usage for which they are responsible, at the request of SMA.**
6. SMA shall not accept liability for such defects of mySMA and its services that are caused by external influences, operating errors on the part of the user, force majeure or other tampering not carried out by SMA.
7. It is the sole responsibility of the user to examine the contents of the results obtained from the use of the services and their suitability for the respective purpose of the usage specifically planned by the user. SMA assumes no

responsibility for the accuracy, correctness, completeness, or quality of the information and documents.

8. The functions and services of mySMA shall be made available to an adequate degree. A right of the user to the temporal availability of mySMA and its services as well as data availability does not exist.

VII. Industrial Property Rights and Copyrights

1. The content of mySMA and the affiliated SMA websites and services are the exclusive property / exclusive legal property of SMA and, where relevant, the respective licensor. SMA possesses all use and distribution rights. The content is protected by national and international law, particularly copyright. Unauthorized distribution, reproduction, transformation, processing, use or other violation of SMA industrial property rights and copyrights will be subject to civil and/or criminal action.
2. The user shall retain all rights to content that he/she submits.

VIII. Changes to General and Special Terms of Use

SMA reserves the right to make changes to these General Terms of Use as well as to the Special Terms of Use of the services at any time, if required for legal or practical reasons. SMA will communicate changes to the General and Special Terms of Use in a timely manner prior to their coming into force. The changes will become effective if the user does not make an objection within four (4) weeks. Upon communicating these changes, SMA will make the user aware of his/her right to object and the consequences of not doing so. In the event that the user objects to the changed Terms of Use, SMA shall have the right to extraordinary termination of the usage contract.

IX. Data Protection and Cookies

The data protection declaration applicable for the use of mySMA and its services and information on the use of cookies are available [here](#) for viewing and printing out.

X. Miscellaneous

1. The user is not permitted to transfer his/her user account to third parties. Exceptions apply only upon prior written consent from SMA.
2. These General Terms of Use as well as the Special Terms of Use of the respective services are governed by the law of the Federal Republic of Germany (to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods). For consumers, this choice of law applies only insofar as this does not remove the protection afforded by mandatory provisions of the law of the state in which the consumer's habitual residence is located.
3. SMA is obligated to inform consumers that an online platform for dispute resolution is maintained by the European Commission. You can access this platform using the following link: <https://ec.europa.eu/consumers/odr/>. In this regard, SMA is also obligated to share SMA's e-mail address with you. This is: info@sma.com.
4. In the event, the user is a consumer, whose residence or habitual residence is in the European Union or in countries which are contracting parties to the Agreement on the European Economic Area, the following shall apply: SMA is principally in favor of attending a dispute settlement procedure at the General Consumer Conciliation Body of the Center for Conciliation in Germany: Allgemeine Verbraucherschlichtungsstelle des Zentrums für

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Schlichtung e.V., Strassburger Str. 8, 77694 Kehl am Rhein, Germany, E-mail: mail@verbraucher-schlichter.de, Phone: 0049 7851 795 79 40.

5. Insofar as the user is a merchant according to the German Commercial Code, is a legal entity under public law or is a person governed by public law, Kassel will be the exclusive place of jurisdiction for all disputes arising out of these General Terms of Use and the Special Terms of Use of the

respective services. Otherwise, the place of jurisdiction shall be based on the statutory provisions in force.

6. Insofar as sections or individual formulations of these General Terms of Use or the Special Terms of Use of the respective services do not reflect or no longer fully reflect the prevailing legal norms, the remaining parts shall remain unaffected in their content and validity.



Special Terms of Use for the Online Service Center

Version: July 2021

I. Relation to the General Terms of Use

The following provisions supplement the General Terms of Use for mySMA (hereinafter referred to as "General Terms of Use") of SMA Solar Technology AG (hereinafter referred to as "SMA" or "we") in case of use of the Online Service Center (hereinafter referred to as "OSC").

II. General Information

1. These Special Terms of Use govern the access to and use of the OSC offered by SMA with its functionalities, data and services, as well as the possibility of registering SMA products. Following initial registration in accordance with Section II of the General Terms of Use, the users can, for example, use the following services:
 - Enter, review and track SMA service events with direct contact with SMA Service
 - Order replacement service and, if necessary, request service compensation (available only for users with registered access as installers)
 - Connection to registered systems of SMA Sunny Portal
 - Access to the SMA Service knowledge database
2. **The OSC, within the framework of the SMA Service knowledge database, offers a wide range of information and manuals (e.g., for the installation and maintenance of SMA products). When working with electrical installations and devices, improper handling could lead to serious risks to the life and health of individuals as well as extensive property damage. For this reason, SMA expressly points out that active implementation of information provided, especially interference with devices, may only be carried out by electrically qualified persons unless it is expressly stated that unqualified individuals may carry out the work. Electrically qualified persons are trained to handle electrical installations and are familiar with the risks involved; they are**

aware of the standards, directives and laws applicable in the installation country. In Germany, and as a basis for comparison in other countries, DIN VDE 1000 10 applies.

III. References and Links

The information published in the OSC also includes appropriately highlighted links or references to third-party websites. The responsibility for this third-party content lies solely with the provider making this content available. SMA only provides access to this content. SMA has no influence on the current appearance, content or authorship of linked/referenced sites. For this reason, SMA hereby expressly distances itself from all linked/referenced site content. The provider of the site that was referenced and not the one that is simply referencing the respective publication via links is solely responsible for illegal, faulty or incomplete content and in particular for damages arising from the use or disuse of third-party information.

IV. Delivery of Replacement Devices or Spare Parts

The OSC does not enable the purchase of inverters or spare parts. Within the framework of the SMA service warranties, SMA enables the user only to request a replacement device or spare part via the OSC. It is expressly pointed out that the country-specific general terms of delivery (hereinafter "GTD") apply to this request. The country-specific GTD are based on the country in which the user's account is based. These GTD are displayed in the request process and have to be confirmed separately for each process.

V. Special Liability Provisions

In addition to section VI.5 of the General Terms of Use, the following shall apply: **The exclusion of liability of section VI.5 of the General Terms of Use shall apply in particular to the disregard of the warnings on the proper handling of SMA products in accordance with section II.2. of these Special Terms of Use for the OSC.**



Special Terms of Use for Product Registration

Version: July 2021

I. Relation to the General Terms of Use

The following provisions supplement the General Terms of Use for mySMA (hereinafter referred to as "General Terms of Use") of SMA Solar Technology AG (hereinafter referred to as "SMA" or "we") in case of use of the Product Registration Service (hereinafter referred to as "Product Registration Service").

II. Product Registration

Users can register SMA products that are to be assigned to an SMA warranty in the Product Registration Service. In doing so, the user must follow the registration steps in the Product Registration Service; the data protection provisions of mySMA apply accordingly (cf. Section IX of the General Terms of Use). The user has three options for product registration: (1) registering the SMA product within 12 months following product purchase to determine the start date of the SMA factory warranty; (2) registering the SMA product within 12 months following product purchase to receive an extension of the factory

warranty for selected SMA products for an additional five (5) years to a total of ten (10) years; and (3) entering extended warranty codes to activate the extended warranty. It should be noted that the listed options for product registration have limited applicability. The information listed for this purpose in the product registration service must be taken into account.

III. Rights of SMA

In addition to the duties and obligations of the contractual partners within the General Terms of Use, SMA reserves the right to block registered users from the OSC at any time and to deny them further access if and to the extent that these users cannot sufficiently prove that they are authorized by the corresponding PV system operator to register the relevant system. In cases of doubt, the instructions of the system operator to SMA take precedence over those of the user. In these cases, the user has no entitlement to further or unrestricted use of the product registration.