

# SOLARWATT Manager portal

EN Terms of use for end customers



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# TERMS OF USE FOR END CUSTOMERS

## 1. General information

- 1.1. These Terms of Use govern access to and use of the SOLARWATT Manager portal Internet platform (hereinafter referred to as the „Portal“), which can be accessed at the Internet address <https://new.energymanager.com>.  
The portal is operated by Solarwatt GmbH, Maria-Reiche-Straße 2a, 01109 Dresden, Germany, telephone: +49 351 8895 0, fax: +49 351 8895 100, e-mail: [info@solarwatt.com](mailto:info@solarwatt.com) , Managing Directors: Benjamin Frank (CEO ad interim / CFO), Sven Schwarz (CSCO), Chairman of the Board of Directors: Dr. Achim Wörner, registered with the Commercial Register of the Dresden District Court under HRB 31882, VAT ID No. DE 154882861 (hereinafter „Solarwatt“).
- 1.2. The portal is available to end customers (hereinafter also „users“) who have purchased a SOLARWATT Manager flex, SOLARWATT Manager rail or EnergyManager pro (hereinafter „Manager device“). In order to use the portal, the end customer must register on the portal, agree to these Terms of Use and take note of the Privacy Policy.
- 1.3. It is possible to use the portal without paying a price.
- 1.4. Solarwatt reserves the right to amend these Terms of Use with reasonable notice, provided that this is reasonable for the user, taking into account his interests. This applies in particular if changes appear necessary due to adaptations to a new technical environment, for reasons of technical progress, security and technical availability as well as for other important operational reasons or due to Solarwatt’s business model. The characteristics and the time of the changes will be communicated to the user at each subsequent login to the portal. If the user agrees to the changes, the Terms of Use shall apply from the time of the changes in the respective amended version.  
If the user does not agree to the changes within a reasonable period set by Solarwatt, the portal shall no longer be available to the user after a further reasonable period. When notifying the changes, Solarwatt shall also note the deadline for consent and the deadline until the portal is no longer available to the user. However, an export function is available to users beforehand, which can be used to export so-called csv data from the portal.
- 1.5. If provisions of these Terms of Use apply exclusively to consumers within the meaning of Section 13 BGB, this is indicated by the addition „**Only for consumers:**“.

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## 2. Registration as a user

- 2.1. To register as a user on the portal, the user must instruct their installer to send them an invitation link by email. The installer must be registered in the installer area of the portal, the so-called InstallerCenter. For the purpose of registering the user, the installer creates an entry for the user in the InstallerCenter and sends an invitation e-mail with a corresponding link to the user. Solarwatt obliges the installers registered in the portal to send an invitation e-mail only to those end customers who have consented to receive it. However, Solarwatt is not obliged to monitor compliance with this obligation by the installers or to (technically) prevent the sending of invitation e-mails to end customers who have not consented to their being sent.
- 2.2. After clicking on the link in the invitation e-mail, the user must choose a user name and password. In addition, first name, surname, zip code, city and country are requested and the user must agree to these terms of use and take note of the privacy policy.
- 2.3. The registration of the user in the portal can technically be carried out by an installer without an invitation email, provided that the installer has the necessary information about the user and their Manager portal device (device number and password). However, this does not comply with Solarwatt's specifications. Solarwatt obliges the installer to carry out such registration only with the effective consent of the user. However, Solarwatt is under no obligation to the user to monitor the installer's compliance with this obligation or to (technically) prevent registration without the user's effective consent.
- 2.4. Upon successful registration, Solarwatt shall send the user the text of the contract (consisting of these Terms of Use) on a durable medium (e.g. as an e-mail); if sent by e-mail, this can be displayed to the user and printed out using the browser's print function or saved as a PDF. Solarwatt saves and processes the text of the contract in compliance with the applicable data protection laws.

## 3. Scope of services

- 3.1. After successful registration, the user gains access to the user interface of the portal and the setup software/setup interface of his Manager portal device. The portal enables web-based data exchange with the systems and devices connected to the Manager device (e.g. SOLARWATT Battery flex). In particular, it enables the user to retrieve various real-time information about the generation and consumption values of his photovoltaic system and his

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other devices connected to the Manager device (e.g. SOLARWATT Battery flex). In addition, the user has access to the other functionalities described below, which he can select during the registration process and manage in his user settings on the portal.

## 3.2. Monitoring

3.2.1. By leaving the default check mark in the „Allow monitoring by Solarwatt and the installer“ field displayed during registration, the user allows Solarwatt and the installer to access data from their user account for monitoring purposes.

Solarwatt and the installer are able to view master data, user settings, function status (in particular the device configurations of the Manager device, the SOLARWATT Battery flex and other devices synchronized via the InstallerCenter), energy key figures and usage data (read access) during this so-called monitoring - within the scope of the data protection declaration. Access to this data with the possibility to change it is not given.

3.2.2. At the same time, a contract is concluded - without payment of a price - between Solarwatt and the user for the graphical display and evaluation of generation and consumption values of the photovoltaic system connected to the Manager device and other devices connected to the Manager device (e.g. SOLARWATT Battery flex) via the user interface of the portal (hereinafter also referred to as „Monitoring Contract“), the fulfillment of which serves to grant Solarwatt access in accordance with Section 3.2.1.

The specific type of display and evaluation shall be at Solarwatt's discretion. Solarwatt does not owe the user any success, such as error identification or energy management.

3.2.3. By granting Solarwatt access in accordance with section 3.2.1, the user also authorizes Solarwatt to access the data from the user's user account for customer service purposes in order to search for errors in the use of the portal.

Solarwatt shall only be entitled to access the data for this purpose if the user has additionally instructed Solarwatt Customer Service to search for errors in the use of the portal. Without such an order from the user, Solarwatt shall have no obligation to inspect the data.

Such an order can only be concluded between Solarwatt and the user self-sufficiency from the portal (e.g. by telephone via Solarwatt's customer service). If such an order is concluded, the provisions in section 10 shall apply.

3.2.4. The purposes for which the installer can access and, where applicable, view the data in accordance with section 3.2.1 shall be agreed solely between the installer and the user. Solarwatt assumes no contractual obligation or liability in this respect.

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3.2.5. If the check mark in the field „Allow monitoring by SolarwattOLARWATT and the installer“ - displayed during registration - is removed, the user can grant access for monitoring purposes at any time by adding the check mark for Solarwatt and/or the installer under the heading „Monitoring of my system“ or „Remote maintenance“ of his user settings in the portal. Sections 3.2.1 to 3.2.4 shall then apply accordingly.

3.2.6. In addition, the user can deactivate and reactivate a granted access for Solarwatt and/or the installer for monitoring purposes at any time in his user settings.

By deactivating the granting of access for monitoring purposes for Solarwatt, the user also always terminates the granting of access for monitoring purposes for Solarwatt. All user data will then be deleted immediately and, depending on the devices connected to the Manager portal, only real-time data (see section 3.1) will be available to the user in the portal. A deactivated installer remains visible to the user so that they can reactivate the monitoring access option if necessary. Sections 3.2.1 to 3.2.4 also apply accordingly to reactivation.

3.2.7. The user can also grant a new/additional installer access to his data for monitoring purposes in accordance with section 3.2.5. To do this, he must first integrate the new/additional installer into his user account. The integration of a new/additional installer also takes place by the new/additional installer sending an invitation e-mail with a link. Sections 2.1. and 2.3. apply accordingly.

3.2.8. The user is aware that the portal is not suitable for billing or archiving purposes, for compiling statistics or other applications that require exact, reliable, quality-checked, up-to-date and uninterrupted or constantly available measurement data.

### 3.3. Remote maintenance

3.3.1. By leaving the pre-set check mark in the field „Allow remote maintenance by Solarwatt and the installer“ - which is displayed during registration. the user allows Solarwatt and the installer to access the portal user interface and the setup interface/software interface of the Manager portal for remote maintenance purposes.

Solarwatt and the installer can - within the scope of the data protection declaration - act as the user himself and it is possible to change master data, user settings and device configurations of the Manager device, the SOLARWATT Battery flex and other devices synchronized with the portal (write access).

3.3.2. Solarwatt is only authorized to change the data for remote maintenance purposes (write access) if the user has also commissioned Solarwatt Customer Service with remote

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maintenance. Without such an order from the user, Solarwatt shall have no obligation to provide remote maintenance.

Such an order can only be concluded self-sufficiency from the portal between Solarwatt and the user (e.g. by telephone via Solarwatt's customer service). If such an order is concluded, the provisions in section 10 shall apply.

- 3.3.3. The purposes for which the installer can access the data by way of remote maintenance (write access) shall be agreed solely between the installer and the user. Solarwatt assumes no contractual obligation or liability in this respect.
- 3.3.4. If the check mark in the field „Allow remote maintenance by Solarwatt and the installer“ - displayed during registration - is removed, the user can grant access for remote maintenance purposes (write access) at any time by adding the check mark for Solarwatt and/or the installer under the heading „Remote access (write access) to my system“ in the Remote maintenance menu item. Sections 3.3.1 to 3.3.3 shall then apply accordingly.
- 3.3.5. In addition, the user can also grant a new/additional installer registered in the portal access for remote maintenance purposes (write access). Sections 3.3.4., 2.1. and 2.3. shall apply accordingly.
- 3.3.6. The user may deactivate and reactivate the granting of access (write access) to Solarwatt and/or the installer for remote maintenance purposes at any time. However, it is not possible to grant exclusive access (write access) to an installer without granting corresponding access to Solarwatt and vice versa.
- 3.4. The data accessed via the portal and entered by the user is saved and processed via a Solarwatt cloud solution in accordance with the data protection declaration. Data is only stored for as long as is necessary to achieve the objective pursued.
- 3.5. At no time will Solarwatt inspect the data from the user account outside of the possibilities granted here. In particular, Solarwatt shall refrain from collecting, saving or using individual generation and consumption data without the express consent (e.g. by granting Solarwatt access in accordance with sections 3.2. and 3.3.) of the user.
- 3.6. Solarwatt does not guarantee that the data obtained via the portal is suitable for providing proof of the actual energy feed-in to third parties, such as grid operators and energy supply companies.

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### 3.7. Changes to the Manager portal

3.7.1. Solarwatt may only make changes to the portal that go beyond what is necessary to maintain conformity with the contract in accordance with Section 327 e (2) and (3) BGB (to fulfill subjective and objective requirements for the portal) and Section 327 f BGB (to fulfill statutory updating obligations) if

- there is a valid reason for doing so,
- the user does not incur any additional costs as a result of the change and
- the user is informed clearly and comprehensibly (e.g. via a system message or a pop-up notification) about the requirements.
- A valid reason exists if changes are necessary due to adaptations to a new technical environment, increased user numbers, or for security, operational or legal reasons.

3.7.2. In addition to the requirements of section 3.7.1, Solarwatt may only make a change to the portal that affects the user's ability to access the portal or its usability if Solarwatt informs the user within a reasonable period of time before the time of the change by means of a durable medium (in particular by e-mail) about the features and time of the change.

- about the characteristics and the time of the change and
- the user's rights pursuant to Section 327r (3) and (4) BGB (termination of contract).
- This shall not apply if the impairment of access or usability is only insignificant.

3.7.3. Notwithstanding the above, changes to the design and functionality of the portal, which the user agrees to in accordance with section 1.4. in the course of amending these terms of use, are permitted in any case.

## 4. Availability of the portal

4.1. The user is not entitled to uninterrupted access to and availability of the portal. If Solarwatt is prevented from providing the user with the services of the portal due to force majeure or other circumstances (such as website outages) that cannot be averted by reasonable means, Solarwatt's obligation to provide the user with access to the portal shall be suspended until the disruption and its consequences have been remedied.

Solarwatt may also temporarily restrict or interrupt the availability of the portal in order to carry out maintenance and servicing work. Solarwatt shall endeavor to limit such work to what is necessary and to restore accessibility as quickly as possible.

4.2. Solarwatt reserves the right to permanently terminate the operation of the portal at any time. This applies in particular if this appears necessary for reasons of technical progress, security and the technical availability of the services, as well as for other important operational



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reasons or because of Solarwatt's business model. Solarwatt shall inform the user in advance with a reasonable notice period of any termination of the operation of the portal (ordinary termination). An export function is available to users, which can be used to export so-called csv data from the portal.

## 5. For consumers only: Warranty

- 5.1. In the event of defects in the portal, the user's rights are determined by the statutory liability for defects for digital products. However, the statutory provisions shall only apply to claims for damages and reimbursement of expenses due to defects in accordance with Section 8 (Liability and limitation of liability). In addition to the statutory provisions, the following sections 5.2. to 5.5. also apply.
- 5.2. Features of the portal named prior to the conclusion of a contract of use on which these Terms of Use are based are not automatically part of the agreed quality, but only if they are expressly named in these Terms of Use.
- 5.3. Solarwatt does not assume any guarantee or any other quality risk within the meaning of the law with any quality agreements in these Terms of Use.
- 5.4. Solarwatt shall carry out rectifications as a gesture of goodwill and without acknowledging any legal obligation. An acknowledgment with the consequence of a new start of the limitation period shall only exist if Solarwatt expressly declares this to the user. With the exception of an expressly declared acknowledgement, no new limitation period shall commence upon rectification.
- 5.5. Claims for defects shall become statute-barred within one year of the commencement of the statutory limitation period. Notwithstanding this, the statutory limitation period shall apply:
  - in the case of claims for damages for injury to life, limb or health, liability under mandatory product liability law, as well as grossly negligent or willful breaches of duty;
  - for claims for subsequent performance, termination of contract or reduction (§ 327 i BGB).
- 5.6. The above Section 5.5. shall not affect the suspension of expiry for claims of the user pursuant to Section 327j BGB (consumer contracts for digital products and digital services).

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## 6. Duties and obligations of the user

- 6.1. The user is responsible for ensuring that the hardware and software used by him/her meets the technical requirements necessary for the proper use of the portal. In addition, the user must ensure that the Manager device is connected to the Internet.
- 6.2. The user must provide the data required for the proper provision of services in full and notify any changes immediately. This applies in particular to the e-mail address provided by the user as the contact address.
- 6.3. The user undertakes not to disclose his/her personal access data to third parties and to change it regularly.
- 6.4. The user may not violate the rights of third parties or applicable law by using the services made available to him. The user shall indemnify Solarwatt against all third-party claims based on any unlawful use of the services made available to the user for which the user is responsible or any other breach of duty for which the user is responsible.
- 6.5. The user is obliged to use the portal only in an appropriate manner. He must refrain from using mechanisms, software or other routines that could disrupt the functioning of the Internet offer, from spreading viruses or other malware and from sending unsolicited messages for advertising purposes (mail spamming) or other mass mailings (junk e-mail) via the Manager portal.
- 6.6. The user must observe the recognized principles of data security. He must inform Solarwatt immediately if he becomes aware that his access data is being used without his consent or that such use would be possible.

## 7. Rights of use

- 7.1. The rights, in particular copyrights, to the portal belong exclusively to Solarwatt. The installer is granted a simple, non-transferable and time-limited right to use the portal within the limits set by these terms of use and to make use of the services offered there.
- 7.2. The user is prohibited from reproducing, copying, modifying and/or editing the portal or parts thereof.

## 8. Liability and limitation of liability

- 8.1. Claims for damages and reimbursement of expenses by the user against Solarwatt, irrespective of the legal grounds, are excluded.

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- 8.2. The exclusion of liability in accordance with section 8.1. above shall not apply insofar as Solarwatt is liable
- in the case of liability under the Product Liability Act;
  - in cases of intent or gross negligence;
  - due to culpable injury to life, body or health;
  - due to culpable breach of material contractual obligations, i.e. obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the user regularly relies and may rely. However, liability for culpable breach of material contractual obligations shall be limited to compensation for foreseeable damage typical for the contract, unless Solarwatt is liable due to intent or gross negligence or due to injury to life, body or health, under the Product Liability Act or under data protection claims,
  - on the basis of claims under data protection law
- 8.3. The above provisions do not imply a change in the burden of proof to the detriment of the user.
- 8.4. Solarwatt shall not be liable for damages caused to the user by third parties, unless they are vicarious agents of Solarwatt. In particular, Solarwatt shall not be liable for damage caused by the involvement of an installer initiated by the user. This shall not apply if such damage was also caused by an act or omission on the part of Solarwatt. Solarwatt shall only be liable for such damage under the corresponding conditions of Sections 8.2. and 8.3.
- 8.5. Insofar as Solarwatt's liability is limited in accordance with this Section 8, this shall also apply accordingly to the personal liability of Solarwatt's employees, vicarious agents and legal representatives.

## **9. Duration of the right of use**

- 9.1. Each user agreement on which these Terms of Use are based is concluded for an indefinite period. However, the user can delete his user account at any time. However, the functionalities of the Manager device will be considerably restricted as a result (see section 3.2.6.).
- 9.2. Notwithstanding any further rights of termination, after five (5) years from the user's registration Solarwatt is entitled at any time to delete the user's user account with a notice period of six (6) months to the end of a calendar month and to exclude the user from further use of the Manager portal. In cases in which the user violates material provisions of these Terms of Use, Solarwatt shall also be entitled to delete the user account without notice and to exclude the user from further use of the portal (extraordinary termination). This includes, in particular, violations of the proper use of the portal and breaches of data security. Solarwatt shall inform the user immediately of the deletion and shall bear no responsibility for the fact that any remote maintenance or similar agreed with the installer via the portal is no longer possible.

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9.3. Re-registration at a later date by the former user may be granted by Solarwatt at its own discretion if the user assures to fully comply with the provisions of the Terms of Use in the future.

## 10. For consumers only: Right of withdrawal

10.1. The provisions of this Section 10. shall apply to the user contract underlying these Terms of Use and originally concluded with the registration (including any monitoring contract concluded in accordance with Section 3.3.1) and any monitoring contract subsequently concluded in accordance with Section 3.2.5 or 3.2.6 and not to a purchase contract for a Manager device.

10.2. Cancellation policy

### Cancellation policy

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us, Solarwatt GmbH, Maria-Reiche-Straße 2a, 01109 Dresden, phone: +49 351 8895 0, e-mail: [info@solarwatt.com](mailto:info@solarwatt.com), of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

#### Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract..

### 10.3. Sample withdrawal form

#### Sample withdrawal form

(If you want to cancel the contract, please fill out this form and send it back to us).

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To Solarwatt GmbH, Maria-Reiche-Straße 2a, 01109 Dresden,  
Telephone: +49 351 8895 0, e-mail: info@solarwatt.com:

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I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

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Ordered on (\*)/received on (\*)

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Name of the consumer(s)

-

Address of the consumer(s)

-

Signature of the consumer(s) (only for notification on paper)

-

Date

(\*) Delete as applicable.

### 10.4. Expiry of the right of withdrawal

The right to revoke the user contract underlying these Terms of Use and originally concluded with the registration as well as any monitoring contract subsequently concluded in accordance with Section 3.2.5 or 3.2.6 shall expire when Solarwatt has begun to fulfill the contract in each case.

## 11. Data protection

The personal data deposited by the user or collected during the use of the portal shall be collected, saved and used in accordance with the relevant provisions of the data protection laws. The data protection provisions that are brought to the user's attention during registration shall apply.

## 12. Special conditions for any contracts for troubleshooting or setting changes

12.1. The following provisions shall apply to any contracts concluded separately between Solarwatt and the user (e.g. by telephone via Solarwatt customer service) for the commissioning of Solarwatt to provide monitoring services for troubleshooting and/or remote maintenance services (see sections 3.2.3. and 3.3.2.) by means of read access and/or write access (hereinafter also referred to as „order for troubleshooting or change of settings“).

12.2. Within the scope of a troubleshooting or setting change order, Solarwatt shall - depending on the access granted by the user - search for any setting errors of the portal as well as the Manager device and the devices connected to it (hereinafter „troubleshooting“) or change any

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settings identified as incorrect or desired by the user (hereinafter „setting change“) without payment of a price by the user. The type and scope of troubleshooting or setting changes are at Solarwatt's discretion. Solarwatt shall perform the services within a period agreed with the user. Solarwatt does not owe any successful troubleshooting or change of settings, e.g. no error identification or troubleshooting.

13.3. In all other respects, Section 8 (Liability and limitation of liability) shall apply accordingly in connection with and on the occasion of the order for troubleshooting and setting changes.

### **13. Final provisions**

13.1. The place of performance for all obligations shall be our registered office (Dresden).

13.2. Solarwatt submits to the Code of Conduct of the Solarwatt Group (also referred to as the Code of Conduct for Employees). This is available at <https://www.solarwatt.de/governance> or can be obtained from us on written request.

13.3. The EU Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

13.4. The user can submit complaints by letter, telephone or e-mail to the contact information of Solarwatt mentioned above in section 1.1.

13.5. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the country in which the user as a consumer has his habitual residence, shall remain unaffected (Article 6(2) of the Rome I Regulation).

13.6. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is our registered office (Dresden), provided that the user is a merchant, a legal entity under public law or a special fund under public law. Otherwise, in the event that the user moves his domicile or usual place of residence out of Germany or his domicile or usual place of residence is not known at the time the action is brought, our registered office (Dresden) shall also be the exclusive place of jurisdiction. However, we remain entitled to sue the user at his general place of jurisdiction or another competent court.

13.7. If individual or several provisions of these Terms of Use are invalid, the statutory provisions shall apply in their place. The invalidity of individual provisions shall not affect the validity of the remaining provisions of these Terms of Use.

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***Any questions?  
Please contact us.***

*We want to make it as easy as possible to actively participate in the energy revolution. Feel free to use the support area on our website. If you still have questions about the installation, commissioning or maintenance of our products, our technical customer service is looking forward to your call.*

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