

Terms of Use of SMA Solar Technology AG for the Use of the SMA Digital Services



General Information

I hereby agree to the contractual terms and conditions of SMA for the use of digital services.

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1 General Terms of Use of SMA Solar Technology AG for Digital Services

1.1 General Information

- (1) SMA Solar Technology AG (hereinafter "SMA" or "we") provides services, performances and data (hereinafter jointly "Services") via a variety of SMA websites (such as the SMA Sunny Portal, SMA Sunny Design and the Online Service Center), mobile apps (such as the SMA Energy App and the SMA 360° App) and integrated applications (such as the SMA Energy Calculator) (hereinafter jointly "Digital Services") on the basis of the following General Terms of Use (hereinafter "GTCs").
- (2) Depending on the digital service, use may be limited or extended to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) or more narrowly defined groups of people (e.g. installers, consumers) (hereinafter referred to collectively as "users") and is in part subject to a registration requirement. The limitation/extension can be found in the Special Terms of Use (hereinafter "STCs"), which can be found in section 2. The use of the Digital Services on behalf of third parties (e.g. system operators) is regulated by section 1.3 paragraph (7) ff. of these GTCs.

1.2 Area of Application

- (1) These GTCs regulate the access to and the use of the SMA Digital Services made available on by SMA. The GTCs must be accepted at the beginning of use or when registering for your SMA account (hereinafter "SMA ID") (see section 1.3). A contract of use is established, which is subject to these GTCs. You can view the GTCs, save them in PDF format and print them out.
- (2) Special terms of use (hereinafter "STCs"), which are expressly included upon use, may apply to individual Digital Services (hereinafter "Special Services"). You will find the STCs in section 2 of this document. If products or services are offered for purchase during use of a Digital Service, the corresponding terms and conditions of sale, service or warranty contracts will be displayed to you during the ordering process and will be expressly included. The presentation of the services and products offered against payment in the Digital Services does not constitute a legally binding offer. The conclusion of a binding contract for fee-based services and products is subject solely to the STCs applicable in each case.
- (3) The user of the Digital Services expressly acknowledges by agreeing to these terms of use that when using fee-based services, inclusion of the user's general terms and conditions is precluded and the user does not have the right to demand such an inclusion. This is also applicable when within the framework of an on-going business relationship between the user in question and SMA the general order conditions or purchasing conditions of the user apply for services or products other than the fee-based service.

1.3 Using the SMA Digital Services

- (1) Use of the Digital Services is only available to users who have an SMA ID user account and are registered there for the Digital Services useable by them
- (2) When registering the account, the user is obligated to provide only true information that is not misleading.
- (3) Upon successful registration, the user will receive a password as well as a user identifier (in the following "access data"). The user is obliged to treat this access data as confidential and to keep it safe. The access data must not be passed on to third-parties. Should you nevertheless allow third parties to use your SMA ID user account (including access to information about SMA ID user account viewing activity), you hereby agree that such persons are acting on your behalf and that you are bound by any changes such persons make to your SMA ID user account. Use is only permitted for the official SMA Digital Services.

- (4) If the user to be registered is a legal entity such as a company, a (non-profit) organization or educational institution, it must be ensured that an authorized, natural representative of this organization agrees to these Terms of Use. With an SMA ID Corporate account, an administrator within your organization can assign you an SMA ID user account. This administrator may enforce additional rules and may access or deactivate your SMA ID user account.
- (5) The approval of a user, the limitation and the exclusion of an approved use or application are at the discretion of SMA. Insofar as fee-based services are concerned, SMA, however, is entitled to restrict access in each case or completely exclude to the extent necessary where the conditions set for access or use in accordance with section 1.3 paragraph (7) ff. and section 1.6 paragraph (2) as well as any of the respective applicable STCs are no longer satisfied.
- (6) This registration entitles the user to use the SMA Online Services only in the context of the content and services offered and pursuant to these GTCs and if applicable to the STCs in place for the extended services.
- (7) Insofar as the access to or the use of Digital Services affects data of a third party, e.g. the data transmitted to the Digital Service from PV systems fitted with inverters and data communication devices, this access may only take place if the user obtained the express prior consent of each eligible third party for use in accordance with these terms of use (including the acceptance of the data protection declaration by the third party). Insofar as the user logs in and registers a third party or his system for the use of services, the user confirms with the registration and acceptance of these terms of use that he or she has obtained express prior consent of the respective authorized third party for registration and making settings in the respective system and for the use in accordance with these terms of use (including the third party's acceptance of the data protection declaration).
- (8) The user is obliged to substantiate to SMA the agreement of the respective third party or of the system operator upon the request of SMA before or after the registration. You absolve SMA of all claims made by third parties inclusive of authorities in connection with a use not covered in the previously named agreement of the use of the services.
- (9) SMA reserves the right to exclude registered users from accessing and using services when and if the user can not sufficiently prove to be authorized by the respective authorized third party. In the event of doubt, the instructions of the authorized third party, e.g. the system operator, to SMA take precedence over the registered user, who in this case has no claim against SMA on the continued or unimpeded use of the services.

1.4 Use Limitations

- (1) The Digital Services made available for use and the products available therein have been developed by SMA and are subject to copyright protection. SMA and, where applicable, the respective licensor, possesses all use and distribution rights.
- (2) The user may only use information called up and the results of the Digital Services within the framework of these GTCs and in the event of the use of fee-based services in accordance with the respective valid STCs of SMA for these. The use of computer programs for the automatic capture of data, such as crawlers, is prohibited in all cases.
- (3) The content available via the Digital Services may not be copied, distributed or made otherwise public without the agreement of the respective rights owner. No elements may be added to, changed or otherwise modified in the Digital Services. In particular, the user is not permitted to copy, extract or otherwise use graphic elements or attempt to decompile the source code of the app. This does not apply if decompilation is permitted by law in accordance with Section 69e of the Act on Copyright and Related Rights (UrhG). Any additional use of the retrieved information and results of the Digital Services offered by SMA is allowed only with the express written permission of SMA.

1.5 User's Own Content

- (1) If some Digital Services allow the posting of user content within the Digital Services, this will be regulated in the corresponding STCs. There is no obligation to provide content for Digital Services.

- (2) When creating user content, the user is obliged to protect and to refrain from violating the rights of third parties, in particular trademark rights, copyright and personal rights. SMA is entitled to prevent violations and to delete user content in the event of a violation or if there are concrete indications of a violation of these GTCs or the relevant STCs or if the content is otherwise unlawful. There is no entitlement to the recovery of deleted content.

1.6 Duties and Obligations of the Contract Parties

- (1) The user must observe sections 1.3, 1.4 and 1.5 as well as all other obligations arising from the STCs.
- (2) In the event of loss or the suspicion of misuse of the access data, SMA has to be informed immediately. If SMA becomes aware of this, SMA may take the necessary countermeasures and in particular in the case of misuse exclude the respective user from further use or application after prior warning and threat of blocking. Misuse exists in particular if the user does not follow the obligations laid out in section 1.3, 1.4, and 1.5, uses the Digital Services for criminal or other illegal purposes, conducts disruptive access that leads to an excessive load of the Digital Services (e.g. sending mass notifications or messages [Spam]) or leads to an unreasonable nuisance to other users as well as any type of electronic attack on the Digital Services or on individual users (e.g. hacking or the use of and/or the distribution of viruses, worms, Trojan horses). A warning regarding blocking or exclusion is unnecessary if the infringement is so serious that SMA cannot reasonably be expected to continue to adhere to a contractual relationship. In such a case, SMA shall be entitled to terminate the contractual relationship without notice.
- (3) It is the duty of SMA to secure its systems and the app 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.

1.7 References and Links, Descriptions of the SMA Services

Insofar as the Digital Services contain links or references to third-party websites, the following applies:

- (1) 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.
- (2) 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, erroneous or incomplete content and, in particular, for damages arising from the use or non-use of third-party information.

1.8 Changes to the Content and Quality of the Digital Services

- (1) SMA reserves the right to change, add to or delete the design and content of the Digital 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 the Digital Services.
- (2) Insofar as fee-based services are affected by this, SMA will inform the user about the changes and offer an alternative of equal value, if available. If no alternative is offered to the user or if the user does not agree to this, he/she will receive a refund for a suitable proportion of the payment made, provided that the user terminates the chargeable service after receipt of the information about the change. For termination, see section 1.10; for Digital Services offered against payment, the termination clauses of the corresponding general terms and conditions apply.
- (3) Insofar as claims due to changes to or the discontinuation of services or the portal are granted in these terms of use, the user is not entitled to any claims for damage, compensation claims or other claims.
- (4) SMA is keen to keep the Digital Services in a defect-free condition in line with the state of the art at all times. However, SMA is unable to ensure that the Digital Services are free from errors.

1.9 Statutory Warranty and Liability

- (1) SMA assumes no liability for the accuracy, timeliness, correctness, completeness or quality of the information and SMA services provided.
- (2) All liability claims against SMA which refer to damages of a material or intellectual nature caused by the use or disuse of free information presented or by the use of incorrect and incomplete free information are excluded, provided that there are no demonstrably intentional or grossly negligent faults on the side of SMA. In particular, this applies to damages arising from loss of use, data loss or loss of revenue. Liability for data loss is limited to the typical restoration costs, which would have occurred during the regular and risk-pertinent production of back-up copies.
- (3) 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. The user shall not have any claim to the availability of the Digital Services or 100% data availability.
- (4) Should there be any 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.
- (5) SMA shall not accept liability for such defects of the Digital 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.
- (6) 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.
- (7) In addition, the following applies to the provision of services for a fee in the relevant Digital Services, unless otherwise provided in the respective STCs or the general terms and conditions of the relevant Digital Service: When services are provided in return for payment, 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.
- (8) The limitation of liability in accordance with section 1.9 paragraphs (2) and (7) applies in particular to damage arising from loss of use, data loss or yield loss. 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.
- (9) The limitations of liability in accordance with section 1.9 paragraphs (2) and (7) 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 the Digital Services and their services, or
 - d) For user claims in accordance with the German Product Liability Act

1.10 Termination

The customer can delete their SMA ID user account independently under the settings in their SMA ID profile management area. Any deletion of all data, except for data that must be retained by SMA for legal reasons under applicable laws, will be carried out by SMA and confirmed to the user.

1.11 Changes to the Terms of Use

SMA reserves the right to make changes to these GTCs and the STCs at any time in the event that this is necessary for legal or practical reasons. SMA will communicate changes to the GTCs and STCs in a timely manner prior to their coming into force. The changes will become effective if the user does not make an objection within two weeks. Upon communicating these changes, SMA will make the user aware of his/her right to object and the consequences of not doing so.

1.12 Data Protection and Cookies

The data protection declaration applicable for the use of the Digital Services and information on the use of cookies are available for viewing and printing out <https://policy.sma.energy/privacy-policy>.

1.13 Miscellaneous

- (1) In the event of disturbances to the Digital Services, the user can contact SMA via the SMA Online Service Center: https://my.sma-service.com/s/?language=en_US.
- (2) These GTCs and the STCs of the respective Digital 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 Schlichtung e.V., Strassburger Str. 8, 77694 Kehl am Rhein, Germany, E-mail: mail@verbraucher-schlichter.de, Phone: 0049 7851 795 79 40.
- (5) Where the user is a merchant according to the German Commercial Code, is a legal entity under public law or a person governed by public law, Kassel will be the exclusive place of jurisdiction for all disputes arising from these GTCs and the STCs of the respective Digital Services.
- (6) Where sections or individual formulations of these GTCs or the respective RTCs do not reflect or no longer fully reflect the prevailing legal norms, the remaining parts shall remain unaffected in their content and validity. In place of the ineffective provision, a provision to be determined through interpretation becomes effective that most closely approximates the ineffective provision legally in respect of the commercial intent and purpose.

2 Special terms of use for Digital Services

2.1 Relation to the General Terms of Use ("GTCs")

The following Special Terms of Use supplement the GTCs for Digital Services of SMA Solar Technology AG (hereinafter "SMA" or "we") in the case of use of the Digital Services listed below.

2.2 Sunny Portal

2.2.1 General Information

On the basis of the GTCs for Digital Services and these STCs for Sunny Portal, SMA provides products, services, and data, e.g. in connection with the collection, management and presentation of data from energy technology devices, systems and plants.

2.2.2 User's Own Content

Insofar as users posting their own content on Sunny Portal is allowed, the following applies:

- (1) The users may post their own content or allow other people to do so (including links to the websites of third parties) as long as the data room made available for this is sufficient. Users have no claims on the publication of submitted content or to permanent storage of content on the Sunny Portal. SMA accepts no responsibility for the content, the correctness or the form of the information posted.
- (2) 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.

2.2.3 Statutory Warranty and Liability

In addition to the clauses in the GTCs for Digital Services, the following applies in connection with the statutory warranty and liability:

SMA explicitly points out that the yield information provided is only intended to inform the user, and in particular is not intended for billing purposes or to provide proof of claims concerning the feed-in of energy against grid operators.

2.2.4 Application for Australian customers only

You authorize SMA to remotely adjust your inverter settings to meet the safety requirements of the grid service provider or the Australian Energy Market Operator.

2.3 Sunny Design

2.3.1 General Information

Sunny Design is an Internet platform for planning and designing PV systems. It is an information service provided by SMA to all users via its website www.SunnyDesignWeb.com. Consumers within the meaning of section 13 of the German Civil Code (BGB) do not have access to Sunny Design.

2.3.2 Use of Sunny Design

The user has access to Sunny Design via their SMA ID and is authorized to store their own planning data on the Sunny Design data system.

2.3.3 Exclusions

- (1) The employed technical data of the SMA inverters is continuously checked and, if necessary, adapted. However, discrepancies and mistakes may still arise. We accept no responsibility for the completeness and/or correctness of the data (The values do not represent guaranteed characteristics).
- (2) The employed technical data of the solar panels is based on the publicly accessible information of the respective manufacturers. SMA has integrated the available data into the software with the greatest care possible. The contents of this software are subject to continuous checks and can be adapted if necessary. However, discrepancies may still arise. We cannot accept responsibility that the data is up-to-date, correct and complete as it is subject to frequent modifications.

- (3) This solar irradiation data has been given to SMA from several institutions and allowed to be used in this program. Therefore, SMA does not take any liability for completeness and/or correctness of this data. SMA assumes no responsibility for the actuality, correctness, completeness or quality of the information, documents, the displayed calculation results or the yield information provided. SMA assumes no responsibility for any errors or omissions in the specified information to which a reference was made there, or which is linked to it. All liability claims against SMA relating to damages of material or immaterial nature that were caused by the use or nonuse of the information provided or due to the use of erroneous or incomplete information are excluded, provided that no intentional or grossly negligent culpability exists on the part of SMA. In particular, SMA does not accept any liability for defects and consequential damage, for incorrect profit or self-consumption calculations, for loss of profits, for loss of use, for damage to used hardware, for loss of data, for interruption of operation or other damage. 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 user bears sole responsibility for verifying results received from use of Sunny Design and its suitability for the intended purpose.
- (5) SMA expressly states that the yield and self-consumption information published on Sunny Design is solely for the purpose of the user and, in particular, is not intended as the basis of a settlement of accounts or to produce evidence of claims concerning energy savings towards grid operators.

2.4 SMA Installer App – 360° App

2.4.1 General Information

With the SMA Installer App (in the following “the 360° App”) for iOS and Android devices based on the following special terms of use, SMA makes available services and data (in the following, collectively “services”) e.g. in connection with the collection, management and presentation of the data of energy technology devices, systems and plants (“systems”) via the Apple App Store (iOS) and Google Store (Android). The user of the app services may be a third party acting in the name and/or on behalf of the system owner, in particular the installer of those systems (“user”). The user must be a corporate user as defined by Section 14 of the German Civil Code (BGB). Consumers within the meaning of section 13 of the German Civil Code (BGB) do not have access to the 360° App.

2.4.2 Area of Application

In connection with the provision of the 360° App, SMA may make use of the services of independent third parties, so-called third-party services. These may be those of the App Store (iOS Store and Google Store) as well as the social media push function of Facebook. These third-party services are not SMA services.

2.4.3 Formation of the Usage Contract, Use and Registration

- (1) In order to be able to use the app, the user must be logged into the Sunny Portal as a user and his system must be registered and maintained. To use the 360° App, it is necessary to download and install the 360° App from the App Store. The user must therefore have an account with the App Store and be registered with Sunny Portal. By downloading the 360° App from the App Store, the user receives a personal, limited, simple, non-transferable software license, limited to the duration of the user contract, to install the 360° App on mobile terminal devices linked to the App Store account.
- (2) By downloading and installing the 360° App, the user acknowledges these terms of use and enters into a contract of use between himself/herself and SMA in accordance with these terms of use. The user may print out these terms of use.
- (3) After successfully downloading the 360° App and fulfilling the requirements specified in Section 2.4.3 paragraph (1), the user may use the app to the extent described in Section 2.4.3 paragraph (1).

- (4) The 360° App communicates with Sunny Portal and requests data from the portal, particularly the name of the system stored in Sunny Portal. This data is forwarded to the 360° App.
- (5) A mobile data connection is required to use the app. SMA expressly points out that, depending on the usage behavior, the app will sometimes require a high data volume and the user may incur costs payable to the operator of the mobile data connection. These costs shall be borne by the user.
- (6) Contracts, in particular for the purchase of the app and additional functions subject to a fee, are also subject to the conditions of the App Store.

2.4.4 Limitations of Use of the 360° App

The user may not add app elements or change, delete or modify elements of the 360° App in any other form without the prior express written consent of SMA. In particular, the user is not permitted to copy, extract or otherwise use graphic elements or attempt to decompile the source code of the 360° App. This does not apply if decompilation is permitted by law in accordance with Section 69e of the Act on Copyright and Related Rights (UrhG).

2.4.5 Obligations of the User for Use of the App

- (1) SMA is not responsible for any damage or loss of data that may result from the installation of software not provided by SMA on the user's mobile device.
- (2) It is the responsibility of the user to keep their mobile terminal device in a condition that allows the use of the 360° App. The 360° App only works with the officially released operating system versions of Android and iOS, which are determined by SMA. SMA strives to satisfy every user, but due to the large number of grid operators, mobile terminal devices and operating system versions, SMA cannot guarantee that the 360° App will function properly everywhere. In particular, SMA cannot guarantee smooth functionality on outdated operating systems. SMA therefore recommends that users inform themselves about compatibility with their mobile devices before downloading.

2.5 Energy app

2.5.1 General Information

With the SMA Energy App (in the following "Energy App") for iOS and Android devices based on the following terms of use, SMA Solar Technology AG ("SMA") makes available services and data (collectively "services") e.g. in connection with the collection, management and presentation of the data of energy technology devices, systems and plants ("systems") via the Apple App Store (iOS) and Google Store (Android). Users of the Energy App services may include merchants as defined by Section 14 of the German Commercial Code, consumers as defined by Section 13 of the German Commercial Code (hereinafter referred to collectively as "users"). The prerequisite is that the user is the owner of the PV system, which is registered in Sunny Portal.

2.5.2 Area of Application

In connection with the provision of the Energy App, SMA may make use of the services of independent third parties, so-called third-party services. These may be those of the App Store (iOS Store and Google Store) as well as the social media push function of Facebook. These third-party services are not SMA services.

2.5.3 Formation of the Usage Contract, Use and Registration

- (1) In order to be able to use the app, the user must be logged into the Sunny Portal as a user and his system must be registered and maintained. To use the Energy App, it is necessary to download and install the Energy App from the App Store. The user must therefore have an account with the App Store and be registered with Sunny Portal. By downloading the Energy App from the App Store, the user receives a personal, limited, simple, non-transferable software license, limited to the duration of the user contract, to install the Energy App on mobile terminal devices linked to the App Store account.
- (2) By downloading and installing the Energy App, the user acknowledges these terms of use and enters into a contract of use between himself/herself and SMA in accordance with these terms of use. The user may print out these terms of use.
- (3) After successfully downloading the Energy App and fulfilling the requirements specified in section 2.5.3 paragraph (1), the user may use the app to the extent described in section 2.5.3 paragraph (1).
- (4) The Energy App communicates with Sunny Portal and requests data from the portal, particularly the name of the system stored in Sunny Portal. This data is forwarded to the Energy App.
- (5) A mobile data connection is required to use the app. SMA expressly points out that, depending on the usage behavior, the app will sometimes require a high data volume and the user may incur costs payable to the operator of the mobile data connection. These costs shall be borne by the user.
- (6) Contracts, in particular for the purchase of the app and additional functions subject to a fee, are also subject to the conditions of the App Store.

2.5.4 Use Limitations

The content available via the app, particularly in the News area, may not be copied, distributed or otherwise made public without the agreement of the respective rights owner. 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.

2.5.5 Duties and Obligations of the Contract Parties

- (1) SMA is not responsible for any damage or loss of data that may result from the installation of software not provided by SMA on the user's mobile device.
- (2) It is the responsibility of the user to keep his/her mobile device in a condition that allows the use of the app. The app only works with the officially released operating system versions of Android and iOS, which are determined by SMA. SMA strives to satisfy every user, but due to the large number of network operators, mobile devices and operating system versions, SMA cannot guarantee that the app will function properly everywhere. In particular, SMA cannot guarantee smooth functionality on outdated operating systems. SMA therefore recommends that users inform themselves about compatibility with their mobile devices before downloading.

2.6 Online Service Center

2.6.1 General information

- (1) These Special Terms of Use govern the access to and use of the Online Service Center (in the following "OSC") offered by SMA with its functionalities, data and services, as well as the possibility of registering SMA products. Following registration in accordance with section 1.3 of the GTCs, the users can, among other things, 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 rebates (only available for users with access registered as an installer)
 - 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 dangers 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.

2.6.2 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.

2.6.3 Special Liability Provisions

In addition to section 1.9 paragraph (6) of the GTCs, the following applies: The disclaimer of liability in section 1.9 paragraph (6) of the GTCs applies in particular to the disregard of the warning messages regarding the proper handling of SMA products in accordance with section 2.6.1 paragraph (2) of these STCs for the OSC.

2.7 SMA Online Shop

2.7.1 General Information

With the SMA Online Shop on the website www.SMA.store (hereinafter the "Shop"), SMA provides registered entrepreneurs, whereby entrepreneurs are those within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter "Users"), the opportunity to purchase SMA products and, if specially qualified, spare parts for PV systems in the Shop (hereinafter jointly referred to as "Products") on the basis of the GTCs and the following STCs.

2.7.2 Area of Application

Consumers within the meaning of section 13 of the German Civil Code (BGB) do not have access to the SMA Online Shop.

2.8 Product Registration

2.8.1 General Information

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 the SMA ID apply accordingly (see section 1.12 of the GTCs).

2.8.2 Use of the Product Registration Service

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.

2.9 SMA Developer Portal

2.9.1 General Information

The SMA Developer Portal provides users with the opportunity to obtain information about SMA programming interfaces ("API") and communication interfaces and to download or purchase them.

2.9.2 Use and Registration

- (1) Registration is required to use some parts of the SMA Developer Portal. The user is obliged to treat the downloads received as confidential. This registration entitles the user to use the purchased or downloaded products only within the scope of the intended areas of application and in accordance with these Terms of Use and, where applicable, the special conditions applicable to products available subject to a fee.
- (2) The approval of a user to receive downloads, the limitation and the exclusions to this are at the discretion of SMA.
- (3) A separate contract must be concluded for the use of API and communication interfaces.