

SOLARWATT Manager portal

EN [Terms of use for installers](#)

TERMS OF USE FOR INSTALLERS

1. General information

- 1.1. These Terms of Use govern access to and use of the SOLARWATT Manager portal Internet platform via the associated InstallerCenter (hereinafter collectively referred to as the „Portal“) by installers (hereinafter referred to as „Installer“), 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 (hereinafter „Solarwatt“).
- 1.2. In order to use the portal, the installer must register, agree to these Terms of Use and take note of the Privacy Policy. In addition, an agreement on joint data processing pursuant to Art. 26 GDPR must be concluded with Solarwatt (see section 4.9.).
- 1.3. Payment of a price is not required to use the portal.
- 1.4. Solarwatt reserves the right to amend these Terms of Use with reasonable notice, provided this is reasonable for the installer, taking into account its interests. This applies in particular if changes appear necessary due to an adaptation to a new technical environment, for reasons of technical progress, security and technical availability as well as for other operational reasons or due to Solarwatt's business model. The installer will be notified of the features and the time of the changes in the subsequent logins to the portal. If the installer agrees to the changes, the Terms of Use shall apply from the time of the changes in the respective amended version. If the installer does not agree to the changes within a reasonable period set by Solarwatt, the portal shall no longer be available to the installer after a further reasonable period. When notifying the changes, Solarwatt shall also point out the deadline for consent and the deadline by which the portal will no longer be available to the installer if consent is not granted.

2. Registration as an installer

Registration for the portal takes place via the website <http://new.energymanager.com>. The installer registers there in the installer area of the portal, the so-called InstallerCenter. To do this, the installer must choose a user name and password. After entering further details (e.g. the installer's company) and declarations (e.g. consent to these terms of use), the installer is automatically logged in.

3. Scope of services

- 3.1. After successful registration, the installer gains access to the InstallerCenter user interface. In particular, the InstallerCenter enables the installer to invite end customers to the portal and, after their successful registration, to use various functionalities of the portal in relation to the

respective end customer. However, the exact scope of these functionalities depends on the extent to which the respective end customer grants the installer access to its user interface of the portal and the setup software/setup interface of an EnergyManager pro, SOLARWATT Manager rail or SOLARWATT Manager flex (hereinafter „Manager device“) installed at the end customer (see in particular sections 3.3. and 3.4.). The installer is not entitled to certain functionalities or access options in relation to its end customers.

- 3.2. To enable the end customer to register for the portal, the installer shall arrange for an invitation email to be sent to the end customer's email address via the InstallerCenter. This invitation to the end customer is the sole responsibility of the installer. Solarwatt does not know the end customer's e-mail address relevant for the invitation e-mail. The installer is obliged to send such an invitation e-mail only to end customers who have consented to it being sent.
- It is technically possible to register the end customer in the portal without an invitation email, provided the installer has the necessary information about the end customer and their Manager portal device (device number and password). However, this is not legally permissible without the end customer's consent, which Solarwatt hereby explicitly notes. Solarwatt also obliges the installer to carry out such registration only with the effective consent of the end customer.
- 3.3. Monitoring
- 3.3.1. Upon registration, the end customer may grant the installer and Solarwatt access to its user interface of the portal and to the setup software/setup interface of the Manager device for monitoring purposes. The installer and Solarwatt are then able to view master data, user settings, function status (in particular the device configurations of the Manager device, the SOLARWATT Battery device and other devices synchronized with the portal), 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.
- 3.3.2. The purposes for which the installer may actually access and, if applicable, view this data must be agreed separately and exclusively between the installer and the end customer. The granting of access (read access) alone does not constitute a contract between the end customer and the installer for the provision of any monitoring services.
- 3.3.3. The end customer may subsequently grant, deactivate and reactivate access for the installer and/or Solarwatt at any time, even after registration. In addition, the end customer may grant a new/additional installer access to its data for monitoring purposes (read access) in accordance with section 3.3.1.
- 3.4. Remote maintenance
- 3.4.1. Upon registration, the end customer may also grant the installer and Solarwatt access to its portal user interface and to the setup software/setup interface of the Manager portal for remote maintenance purposes. In this case, the installer and Solarwatt can - within the scope of the

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

- 3.4.2. The purposes for which the installer can actually access this data by means of remote maintenance (write access) must be agreed separately and exclusively between the installer and the end customer. The granting of access (write access) alone does not constitute a contract between the end customer and the installer for the provision of any remote maintenance services.
- 3.4.3. The end customer may also grant access to the installer and/or Solarwatt after registration, deactivate it at any time and reactivate it. In addition, the end customer may grant a new/ additional installer access to its data for remote maintenance purposes (write access) in accordance with section 3.4.1.
- 3.5. Solarwatt is not party to a contract for the provision of any services by the installer to the end customer through the use of functionalities of the portal. Solarwatt therefore assumes no contractual obligation or liability in this respect. As the portal operator, Solarwatt merely offers the opportunity to use the portal. The installer has no claims against Solarwatt for any access granted or orders placed by the end customer. Solarwatt shall also not be liable for the provision of any monitoring services and/or remote maintenance services by the installer.
- 3.6. The installer is aware that the portal is not suitable for billing or archiving purposes, for compiling statistics or other applications that require accurate, reliable, quality-checked, up-to-date and uninterrupted or constantly available measurement data. Solarwatt shall not be liable to the installer for the accuracy and completeness of the data retrieved from the end customer via the portal.
- 3.7. Solarwatt reserves the right to change the design and functionality of the portal at any time (in particular to restrict and/or expand the functionalities), unless this requires a change to the terms of use. If, in individual cases, a change to the design and functionality of the portal requires a change to the Terms of Use, such changes are permitted under the provisions of Section 1.4.

4. Duties and obligations of the installer

- 4.1. The installer is responsible for ensuring that the hardware and software used by it meets the technical requirements necessary for the proper use of the portal.
- 4.2. When using the portal, the installer shall refrain from using techniques that result in an excessive use of Solarwatt's resources that is contrary to this contract.

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- 4.3. The installer shall observe the recognized principles of data security. In particular, the installer undertakes not to disclose his personal access data to third parties and to change them regularly. 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.
 - 4.4. The installer undertakes to use the access to the InstallerCenter and - in accordance with the access granted by the end customer - to the portal and Manager device of his end customer only for the provision of any separately agreed monitoring and/or remote maintenance services to his end customers and within the scope of these terms of use, the data protection declaration and the contract for joint data processing in accordance with Art. 26 GDPR. He is prohibited from allowing third parties to use the access.
 - 4.5. The installer is prohibited - without the consent of the end customer - from registering a Manager portal device himself using its serial number and device password in the portal via the website <https://new.energymanager.com> and assigning it to a specific end customer.
 - 4.6. The installer is prohibited from using his access to the portal and/or the access to data of the end customers connected to his user account for purposes other than those specified in this contract.
 - 4.7. The installer may not violate the rights of third parties and/or applicable law when using the portal. The installer is obliged to indemnify Solarwatt against all third-party claims based on any unlawful use of the portal's functionalities for which the installer is responsible or any other breach of duty for which the installer is responsible.
 - 4.8. The installer 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 portal.
 - 4.9. When registering for the InstallerCenter, the installer is obliged to conclude a contract with Solarwatt for joint data processing in accordance with Art. 26 GDPR. This is concluded by ticking the box provided for this purpose during registration to consent to the conclusion of the contract for joint data processing in accordance with Art. 26 GDPR.

5. Liability and limitation of liability

- 5.1. Claims for damages and reimbursement of expenses by the installer against Solarwatt, on whatever legal grounds, are excluded.

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- 5.2. The exclusion of liability pursuant to Section 5.1. 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 installer regularly relies and may rely. However, liability for 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, due to injury to life, body or health, under the Product Liability Act or on the basis of claims under data protection law,
 - on the basis of claims under data protection law.
- 5.3. The above provisions do not imply a change in the burden of proof to the detriment of the installer.
- 5.4. Solarwatt shall not be liable for damage caused to the installer by third parties, unless they are vicarious agents of Solarwatt. In particular, Solarwatt shall not be liable for damage caused by the end customer. This shall not apply if such damage was caused by an act or omission on the part of Solarwatt. Solarwatt shall only be liable for such damage under the corresponding conditions of clauses 5.2. and 5.3.
- 5.5. Insofar as Solarwatt's liability is limited under this clause 5, this shall also apply accordingly to the personal liability of Solarwatt's employees, vicarious agents and legal representatives.
- 5.6. The installer shall indemnify Solarwatt against any claims by third parties - in particular by end customers - arising from the installer's use of the portal. This applies in particular to the use of the portal for the provision of services for which the installer is commissioned separately by the end customer.

6. Availability of the portal

- 6.1. The installer is not entitled to uninterrupted access to and availability of the portal. If Solarwatt is prevented from providing the installer 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 installer with access to the portal shall be suspended until the disruption and its consequences have been eliminated.
- 6.2. 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.

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- 6.3. 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 and Solarwatt's business model. Solarwatt shall inform the installer in advance within a reasonable period of time of any termination of the operation of the portal (ordinary termination). An export function is available to the installer, which can be used to export so-called csv data from the portal.
- 6.4. Notwithstanding the above, Solarwatt reserves the right to exclude individual installers from using the portal in justified exceptional cases. These include, in particular, violations of the proper use of the portal and breaches of data security (see section 8.2.).

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 installer is prohibited from reproducing, copying, modifying and/or editing the portal or parts thereof.

8. Duration of the authorization of use

- 8.1. The contract on which these Terms of Use are based is concluded for an indefinite period. However, the installer may delete his user account at any time.
- 8.2. Notwithstanding any further rights of termination, Solarwatt shall be entitled at any time to delete the user's user account with a reasonable notice period of six (6) months to the end of a calendar month and to exclude the user from further use of the portal. In cases where the installer violates material provisions of these Terms of Use, Solarwatt shall be entitled to delete the user account without notice and to exclude the installer from further use of the portal. Solarwatt shall inform the installer 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.
- 8.3. Re-registration at a later date by the former installer may be granted by Solarwatt at its own discretion if the installer assures to fully comply with the terms of use in the future.

9. Data protection

- 9.1. The personal data deposited by the installer or communicated during the use of the portal shall be collected, saved and used by Solarwatt in accordance with the relevant provisions of data

protection legislation. The data protection declaration provided to the user upon registration shall apply.

- 9.2. The personal data of the end customer to be viewed by the installer via the portal shall be processed in a cloud in accordance with the legal requirements. The installer is prohibited from accessing this data without the end customer's effective consent. Access to the personal data available or generated about the end customer (e.g. amount of energy production, allocation of energy consumption to consumption units, breakdown of consumption times) must be covered by the installer through the data protection consent to be obtained from the end customer. The provision of services by the installer for the end customer via the portal must also comply with the obligations under data protection law.
- 9.3. The installer shall indemnify Solarwatt against all claims arising from data protection violations suffered by the end customer through the installer. The installer is obliged to notify Solarwatt immediately of any data protection violations resulting from its use of the portal.

10. Miscellaneous

- 10.1. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.2. The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Use shall be Dresden, provided that the installer is a merchant, a legal entity under public law or a special fund under public law.
- 10.3. If individual or several provisions of these Terms of Use are invalid, the statutory provisions shall apply in their place. The partial invalidity of individual provisions shall not affect the validity of the remaining provisions of these Terms of Use.

SOLARWATT Manager portal

EN Agreement on joint responsibility pursuant to
Art. 26 para. 1 sentence 1 General Data Protection
regulation (GDPR)

Agreement on joint responsibility pursuant to Art. 26 para. 1 sentence 1 General Data Protection Regulation (GDPR)

between

Solarwatt GmbH, Maria-Reiche-Str. 20a, 01109 Dresden, Germany
(hereinafter referred to as „Solarwatt“), and

installer**

(hereinafter referred to as „Installer“) and

individually and jointly also referred to as „Contractual Partner“ -

1. Subject matter of the contract

- 1.1. This contract constitutes an agreement pursuant to Art. 26 of the EU General Data Protection Regulation (GDPR) to regulate the processing of personal data under the joint responsibility of the contracting parties.
- 1.2. The SOLARWATT Manager portal („Portal“) operated by Solarwatt enables end customers who have connected their photovoltaic system to a SOLARWATT Manager flex, SOLARWATT Manager rail or an EnergyManager pro to access usage and analysis data and to make use of various services. When the portal is commissioned and used by the end customer, personal data within the meaning of Art. 4 No. 1 GDPR is processed. A detailed description of the portal's scope of services can be found in the Terms of Use for End Customers (Annex 1) in the currently valid version.
- 1.3. The functionalities of the portal depend on the extent to which the end customer wishes to use the portal. Various options are available to him for this purpose, which he can change as often as he wishes during the period of use. The end customer's choice determines whether and to what extent the contractual partners process the end customer's personal data. Data processing takes place both separately as the controller within the meaning of Art. 4 No. 7 GDPR and as joint controllers within the meaning of Art. 26 GDPR.
- 1.4. This agreement regulates the rights and obligations of the contracting parties under data protection law in the operation of the portal as joint controllers within the framework of Art. 26 GDPR and specifies the distribution and fulfilment of the tasks and obligations under the GDPR and the Federal Data Protection Act (BDSG) between the contracting parties with regard to the processing of personal data.

2. Object, purpose, means and scope of data processing

- 2.1. The object of the data processing is the operation of the portal and the services of Solarwatt and/or the respective installer optionally used by the end customer via the portal.
- 2.2. Data processing shall be carried out in accordance with the purposes, means and scope of use of personal data set out in Annex 2 (Terms of Use for Installers). This includes end customer data such as address, e-mail address, location data, user behavior and services used. The processing phases of the personal data concerned described in Annex 3 depend on the settings made by the end customer with regard to the use of the portal.
- 2.3. The contracting parties agree that the data processing shall take place exclusively in a member state of the European Union (EU). Should data be transferred to a third country in the future, this must be agreed in advance between the contractual partners and may only take place if the special requirements of Art. 44 et seq. GDPR are met. This does not apply to the technical operation of the platform, which takes place at the location of the processor entrusted with this within the meaning of section 7.

3. Responsibilities and accountability

- 3.1. The processing phases and the assignment of the respective responsibilities result from the user agreement with the end customer and the settings made by the end customer in the portal. The exact breakdown into processing phases can be found in Appendix 3.
- 3.2. The data must be saved in a structured and machine-readable format.
- 3.3. Prior to any deletion - whether because a data subject has withdrawn their consent to the processing of their personal data or because deletion is required in accordance with the deletion concept - the other contractual partner must be informed in advance. The other contractual partner is entitled to object to the deletion if it is subject to a statutory retention obligation that entitles it to continue processing the personal data of the data subject. In this case, the data from the database must be blocked or made unrecognizable for the other contractual partner who is not subject to a statutory retention obligation. In the event of the final deletion of the data of a data subject, this deletion must be documented.
- 3.4. The contractual partners must independently ensure that they comply with their existing statutory retention obligations with regard to the data. This shall also apply in the event of termination of the cooperation.
- 3.5. Notwithstanding the provision in section 3.1, data subjects may contact the jointly responsible parties in order to exercise their data subject rights. In cases in which the installer cannot fulfill the data subject rights himself, he must immediately forward a corresponding request from a data subject to Solarwatt. In all other respects, the provisions set out in Annex 3 shall apply.

4. Information of the data subjects

The contractual partners shall ensure compliance with the information obligations pursuant to Art. 13, 14 GDPR. In particular, they shall keep a data protection declaration with the necessary information easily accessible on their website/delivery bill and on the portal and shall ensure that, in the case of consent of a data subject pursuant to Art. 6 para. 1 lit. a GDPR, consent is given in an informed manner.

Solarwatt shall fulfill the information obligations associated with the operation of the portal.

5. Fulfillment of the rights of the data subject

5.1. For the fulfillment of the data subject rights according to Art. 15 ff. GDPR is primarily the responsibility of the contractual partner named in Annex 3.

5.2. Irrespective of this, the contracting parties agree that the data subject may contact any of the contracting parties for the purpose of exercising the data subject rights to which he or she is entitled. In such a case, the contractual partner not responsible in accordance with Section 5.1 shall be obliged to forward the data subject's request to the responsible contractual partner without delay.

6. Security of processing

6.1. The contractual partners have taken technical and organizational measures to adequately protect the personal data that is collected and processed for the operation of the platform. The contracting parties shall maintain the technical and organizational measures during the operation of the Platform.

6.2. The contractual partners shall ensure that all suitable technical and organizational measures are implemented in such a way that data processing is carried out in accordance with the requirements of the GDPR and the protection of the rights of the data subjects can be guaranteed.

7. Involvement of contract processors

7.1. The installer may only engage processors in the context of data processing with the prior written consent of Solarwatt. The contractual partners shall use Kiwigrid as a processor to operate the platform.

7.2. The contract with a processor must comply with the requirements of Art. 28 GDPR. Both contracting parties must effectively conclude the agreement on order processing. Solarwatt shall provide the installer with a corresponding sample.

7.3. If the processor to be engaged is based outside the EU, the requirements of Art. 44 et seq.

GDPR must be complied with.

- 7.4. Personal data may only be forwarded after the effective conclusion of the agreement on commissioned processing between the contractual partners and the processor.
- 7.5. Commissioned processors must be regularly monitored in a suitable form by the respective commissioning contractual partner. A report on this review shall be prepared and made available to the other contracting party without being requested to do so.
- 7.6. The contracting parties shall agree in good faith on the implementation of each approved order processing, in particular with regard to the issuing of instructions to the respective processor and its review. Solarwatt is primarily authorized to issue instructions to Kiwigrid. In cases where the installer wishes to issue instructions, it must inform Solarwatt in advance. Solarwatt may prohibit instructions that contradict the allocation of responsibilities in accordance with Annex 3.

8. Procedure in the event of a data protection breach

- 8.1. The contracting parties shall be responsible for examining and processing all breaches of the protection of personal data within the meaning of Art. 4 No. 12 GDPR (hereinafter also referred to as „data breach(es)“), including the fulfillment of all existing reporting obligations to the competent supervisory authority pursuant to Art. 33 GDPR or to data subjects pursuant to Art. 34 GDPR.
- 8.2. The contracting parties shall immediately notify the other contracting party of any data breach identified and shall cooperate in any notification pursuant to Art. 33, 34 GDPR as well as in the clarification and elimination of data breaches to the extent necessary and reasonable, in particular by making all relevant information available to each other without delay.
- 8.3. Before the contractual partner responsible pursuant to Section 8.1 makes a notification pursuant to Section 8.1 of this agreement to a supervisory authority or a data subject, it shall coordinate the procedure with the other contractual partner.

9. Other joint and reciprocal obligations

- 9.1. The contracting parties shall appoint a competent and reliable data protection officer where required by law. The other contracting party shall be informed immediately of any change in the person of the data protection officer.
- 9.2. The contractual partners shall include the data processing, insofar as legally required, in their respective procedure directory in accordance with Art. 30 para. 1 GDPR and note it there as a procedure under joint responsibility.

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- 9.3. The contracting parties shall inform each other immediately and in full if errors or irregularities in data processing or violations of the provisions of this agreement or applicable data protection laws (in particular the GDPR and the BDSG) are identified.
- 9.4. The contracting parties shall each appoint a fixed contact person for all questions arising in connection with this contract, the cooperation or data processing. The other contracting party must be informed immediately of any change in the contact person.
- 9.5. The contracting parties shall support each other in complying with the provisions agreed in this contract and the provisions of data protection law to the extent necessary and reasonable.
- 9.6. The contracting parties undertake to document all facts, effects and measures taken in connection with this contract, the cooperation or the data processing.

10. Cooperation with the supervisory authority

- 10.1. The contracting parties shall notify each other immediately if a data protection supervisory authority contacts them in connection with this contract, the cooperation or the data processing.
- 10.2. The contracting parties agree that requests from competent supervisory authorities must be complied with as a matter of principle, in particular any information requested must be provided and opportunities for inspection (including on site) must be granted. The contracting parties shall grant the competent data protection supervisory authority the necessary access, information and inspection rights in this context.
- 10.3. As far as possible, the contracting parties shall consult with each other before any requests from the competent data protection supervisory authorities are complied with or information in connection with this contract, the cooperation or the data processing is disclosed to the competent data protection supervisory authorities.

11. Liability

The contracting parties shall be liable to data subjects in accordance with the statutory provisions. The contracting parties shall indemnify each other internally from liability to the extent that they each bear a share of the responsibility for the cause giving rise to liability. This shall also apply with regard to any fine imposed on a contractual partner due to a breach of data protection regulations, with the proviso that the contractual partner charged with the fine must first have exhausted the legal remedies against the fine notice. If the respective contractual partner then remains wholly or partially liable for a fine that does not correspond to its internal share of responsibility for the breach, the other contractual partner shall be obliged to indemnify it against the fine to the extent that the other contractual partner bears a share of responsibility for the breach sanctioned by the fine.

12. Final provisions

- 12.1. The contract is concluded for the duration of the installer's use of the InstallerCenter. It may be terminated by Solarwatt without notice for good cause, in particular in the event of violations of data protection regulations by the installer.
- 12.2. Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The contracting parties undertake to replace the ineffective provision with a legally permissible provision that comes closest to the purpose of the ineffective provision and best meets the requirements of Art. 26 GDPR.
- 12.3. German law shall apply, including the GDPR.

Annex 1

Determination of the processing phases

Appendix 1

Determination of the processing phases

I. Registration process and collection of end customer data:

- Creation of the end customer in the InstallerCenter

- The installer alone is responsible for this within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: Installer

- Sending the registration form for the Manager portal to end customers via the INV app

- The installer alone is responsible for this within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: Installer

- Storage of the end customer's data from the registration form in the Manager portal

- Both parties are responsible for this within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: Solarwatt

II Processing of personal data during monitoring

Scope of monitoring:

Access to master data, user settings, functional status of the system (in particular device configurations of the SOLARWATT Manager flex, SOLARWATT Manager rail or a SOLARWATT EnergyManager pro and other devices synchronized via the InstallerCenter), energy key figures and usage data, in each case without the option to make changes yourself

1st alternative:

End customer has not deactivated access to monitoring by one of the parties in its user account, has only deactivated it for one party or has added a new installer to the user account

- In this case, both parties are responsible within the meaning of Art. 4 No. 7 GDPR or, if one party deactivates, the other party is responsible
- Primarily responsible for data subject rights: Solarwatt

2nd alternative:

End customer has deactivated access to monitoring for both parties

- In this case, Solarwatt alone is the controller within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: Solarwatt

III Processing of personal data during remote maintenance

Scope of remote maintenance:

Access with the possibility to change master data, user settings, functional status of the system (in particular device configurations of the SOLARWATT Manager flex, SOLARWATT Manager rail or a SOLARWATT EnergyManager pro and other devices synchronized via the InstallerCenter), energy key

figures and usage data as well as the provision of further services in the context of error identification and correction or the installation of setups.

1st alternative:

End customer has consented to remote maintenance by both parties in their user account or during registration

- Both parties are responsible for this within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: Solarwatt

2nd alternative:

End customer has consented to remote maintenance by only one party in his user account or already during registration

- In this case, only the respective party is responsible within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: the respective party

IV. Deletion of personal data

The contracting parties must comply with the statutory deletion obligations, in particular the installer must delete the stored personal data of the end customer if it is no longer managed by the end customer as an authorized installer (via monitoring and/or remote maintenance).

- For this purpose, the respective party is the controller within the meaning of Art. 4 No. 7 GDPR
- Primarily responsible for data subject rights: the respective party

Status: 23.08.2022

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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