

## GENERAL SERVICE TERMS

### SOLARGIS s.r.o.

#### INTRODUCTION

These General Service Terms (“**GST**”) apply to the use of the following Solargis websites (both as the “**Websites**”):

- [solargis.com](https://solargis.com) (corporate website), containing general information on the company, products and services, marketing information, knowledge base, and similar, and
- [apps.solargis.com](https://apps.solargis.com) (commerce website), containing the Solargis unified commerce platform (the “**Platform**”) and module for online purchase of the Services (the “**Store**”), such as online applications, solar and meteorological data, and data tools available. Access to the Platform and to the Store is subject to user registration.

The content and Services on the Websites are provided by Solargis s.r.o. (Slovakia) and its affiliated companies Solargis Americas Inc. (Canada) and Solargis APAC Pte., Ltd. (Singapore) (collectively “**Solargis Group**” and individually “**Solargis**,” “**we**,” or “**us**”). Solargis s.r.o. provides technological know-how, and IP rights for all Services within Solargis Group.

Depending on your location you enter into contractual relationship with the corresponding Solargis entity. These GST govern the relationship between the Solargis entity of your region and you in connection with the purchase, access and use of Solargis Services or access and use of Websites. English version of these GST shall always prevail over any other existing language version. Whether you are a visitor, a customer, or a user (referred to as “**you**”), these GST define your legal rights and obligations.

The GST consist of three sections:

**A. General Provisions** governing the access and use of Websites in general, customer account creation rules necessary for purchase, access and use of Services and access or use of the Platform,

**B. Terms of Sale** governing the purchase and delivery of Services through the Store, whereby the customer agrees also to Service Specific Terms during each online purchase, where applicable,

**C. Privacy Policy** governing the collection, use, processing, storage, and protection of your personal data when using the Websites and/or purchasing Services through the Store.

Solargis operates **B2B business**, and our business counterparties must be registered business entities or individuals acting in a professional/commercial capacity.

#### ACCEPTANCE

These GST apply from the moment you access or use the Websites, register a Customer Account, or use Services and will remain in effect for as long as you continue to use the Websites or Services or maintain a Customer Account. They apply universally to all service transactions, including future orders, renewals, and modifications to your subscription.

By accessing or using the Websites and/or Services or maintaining a Customer Account, you hereby represent and warrant that: (a) you have read, understood and agree to be bound by these GST, including the Privacy Policy as amended from time to time; (b) you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to these GST; (c) you, as Administrator, are acting on behalf of a business entity and you are duly authorised to bind such entity by these GST; and (d) all information provided by you to Solargis (including without limitation personal particulars, business information and contact information) is accurate, complete and not misleading.

YOU ACKNOWLEDGE AND AGREE TO BE LEGALLY BOUND BY AND HEREBY CONSENT TO THESE GST AND ACKNOWLEDGE THE [PRIVACY POLICY](#). IF YOU DO NOT AGREE TO THESE GST, THEN YOU MAY NOT USE OUR WEBSITES NOR ANY OF THE SERVICES OFFERED THERE. FOR ANY PURCHASE YOU NEED TO ALSO AGREE WITH ANY APPLICABLE SERVICE SPECIFIC TERMS.

## DEFINITIONS

Below are the most frequent definitions of capitalized terms used herein:

**“Administrator”** is an individual who has authorization to act in the name of the Customer to create and manage the Customer Account and being in possession of the Customer Account credentials;

**“Applications”** are online applications on the Platform, with all their functionalities and features;

**“Customer”** is a business entity or an individual acting in a professional/commercial capacity who is an owner of a Customer Account, purchasing and using Solargis Services;

**“Customer Account”** means the account of the Customer on the Platform used for purchase and exploitation of purchased Services and management of Customer’s users;

**“Customer Content”** means Customer’s own content inserted to the Customer Account or created by the Customer by using Services;

**“Data”** means solar, meteorological, environmental and other related data from Solargis Database©;

**“Database©”** means the database of Solargis proprietary unique solar, meteorological, environmental and other related data, to which Solargis retains intellectual property rights;

**“Online Service”** means API, FTP or similar services, providing secured access to the Data or other Services, as the case may be;

**“Service Specific Terms”** mean the additional terms and conditions presented and agreed upon during the purchase process that describe and regulate the Services scope and features, subscription and usage parameters, service level commitment and similar;

**“Services”** mean any and all Solargis services, including Data, Applications, Online Service and software, offered on the Websites , and provided by Solargis Group;

**“User”** is an individual who has made a User registration on the Platform by including their individual credentials (name and password) in the view of creating a Customer Account as its administrator or joining an existing Customer Account as authorized user, and

**“Visitor”** is any person visiting and/or browsing the free/public content of Websites.

Wherever a singular expression is used in these GST, that expression is considered as including the plural or the body corporate where required by the context. Further expressions may be defined in later chapters of GST.

## A. GENERAL PROVISIONS

### 1. Use of Websites and Services

Any access and use of the Websites and Services must strictly comply with these GST and any applicable Service Specific Terms.

You agree not to engage in the following prohibited activities, regardless of whether you are a Visitor, Customer or User. These restrictions apply to the Websites, Services, Platform, Store and all other content.

**System Integrity and Security:** You may not probe, scan, or test the vulnerability of our Websites, or Services or bypass any security or authentication measures. Any attempt to gain unauthorized access to any portion of the Websites, or Services, other accounts, or computer systems connected to a Solargis servers through hacking or any other means is strictly prohibited.

**Interference and Automated Access:** You are prohibited from uploading malware, viruses, or any disruptive code. You may not act in a manner that imposes an unreasonable load on Solargis infrastructure or interferes with server operations. Furthermore, you may not use robots, spiders, scripts, or other automated methods to monitor, acquire, or circumvent the navigational structure of the Websites.

**Reverse Engineering:** You may not copy, modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Services. Creating derivative works without prior written consent is forbidden.

**Unauthorized Distribution and Framing:** You are prohibited from the unauthorized distribution of Websites' content, including publishing Solargis materials on external sites. You may not use "framing" or "deep-linking" techniques to bypass our original interfaces or display our content without permission.

**IP and Brand Protection, Misrepresentation:** You may not remove, alter or obscure any Solargis logos, proprietary marks, trademarks or copyright attributions on the Websites, in the Services, in Data, reports, maps etc.; you must preserve all such signs in their original form. You do not acquire any intellectual property rights to Websites content, Services, trademarks, or brand names. Any use of these requires prior written consent or acceptance of applicable terms and conditions. Additionally, you are prohibited from misrepresentation, such as falsely claiming affiliation with Solargis or using our logo to imply endorsement of your business.

**Commercial Gain:** You may not sell, license, rent, lease, publish, post, lend, assign, or transfer the Services (Data included) to any unauthorized third party. Exploiting any content for commercial gain or engaging in unauthorized data mining or harvesting is strictly prohibited.

**Unlawful Purposes.** You hereby undertake not to use the Website or any Services for any unlawful purpose, and to comply with all applicable laws and regulations.

**Reporting Illegal Content.** If you believe that any content available on our Websites or Platform is illegal or infringes intellectual property rights, you may submit a formal notification to us at [legal@solargis.com](mailto:legal@solargis.com). If your reporting is grounded we will act without undue delay to rectify any irregularities.

## 2. Feedback

We welcome your suggestions for improvements (collectively, "**Feedback**"). By submitting Feedback, you grant Solargis an irrevocable, perpetual and royalty-free right to use, implement, and commercialize such ideas without obligation or compensation to you.

## 3. Registration and Customer Account

**Registration and Access.** User registration is a mandatory prerequisite for accessing the Platform, creating a Customer Account as a primary Administrator or for joining an existing Customer Account as an authorized User upon invitation. All Users and Administrators must provide truthful, complete, and accurate information in the process of registration and/or Customer Account creation. To access a Customer Account, an invited User must accept the invitation from the Administrator. Upon acceptance, the User is linked to the Customer Account via their own credentials and becomes authorized User.

**Account Roles.** Each Customer Account is managed by an Administrator, and every Customer must always maintain at least one active Administrator. The Administrator is authorized to modify account data, place orders, invite Users, and delegate authority to additional Administrators. Customers may not appoint any third parties as authorized Users or Administrators without prior written permission from Solargis, or unless Service Specific Terms provide otherwise.

**Mandatory Rules of Use.** Accounts must be registered by a human; the use of "bots" or automated methods is strictly prohibited. Users are prohibited from disassembling, decompiling, or reverse engineering any part of the Customer Account or Platform, and accounts may not be used for any illegal or unauthorized purposes. Each Customer is permitted only one unique account; Solargis reserves the right to merge or resolve duplicate accounts.

**Security and Responsibility.** The Customer holds full responsibility for all activities occurring under its Customer Account. This includes ensuring that Administrators and Users maintain the confidentiality of their login credentials ("**Login Details**"). Users and Administrators must notify Solargis immediately of any security breach or unauthorized use. While Solargis is not liable for losses resulting from compromised Login Details, the Customer may be held liable for losses sustained by Solargis due to such unauthorized use.

**Access to Services.** If the Customer is granted access to Services (including to the Data through the Applications or Online Service), Customer must keep the Login Details safe. Sharing Login Details with any third party and/or disclosing any of them to the public is prohibited. Customer shall: (i) ensure that the Login Details are stored in a safe and secure manner; (ii) upon request, provide Solargis with information on its authorized User(s); and (iii) ensure that each set of Login Details is used by a single authorized User (and are not shared between users). Customer shall be responsible for ensuring that each authorized User complies with the relevant provisions of these GST as well as any applicable Service Specific Terms.

**Support.** Solargis shall provide technical support on the best effort basis, without any kind of guarantees or warranties. To resolve technical issues, Solargis may need access to the Customer Account. By contacting Solargis support, you authorize such access to diagnose and resolve the reported issue.

**Suspension and Cancellation.** Solargis may restrict or temporarily suspend access to the Platform or Services upon notice where required for operational or security reasons. Solargis will attempt to limit the frequency and duration of any such suspension or restriction.

Solargis reserves the right to suspend or terminate a Customer Account or User registration upon notice to any current Administrator or User if:

- (i) You breach these GST or applicable Service Specific Terms,
- (ii) Your use of the Platform or Services or your content (including Customer Content) violates GST, applicable law or the rights of third parties or it may harm Services or other Users or Customers.

Upon cancellation, access to Customer Account will be terminated. This may result in the loss of data, features, or capacity, for which Solargis is not liable, nor is Solargis responsible for maintaining backups. Re-activation of a cancelled Customer Account may be subject to additional fees.

#### 4. Intellectual Property

**Intellectual Property Ownership.** All rights, title, and interest in and to the copyrightable materials and content on the Websites, Platform and Services (collectively, "IP") are owned by or licensed to Solargis. This IP includes all software (source and object code), the Database© and its Data, Services, website design, "look and feel," trademarks, brand names and domain names. Solargis retains sole and exclusive ownership of the Database©, Websites, and any know-how or techniques developed as part of the Services.

**Trademark and copyright.** You must not remove or alter any trademarks, logos, or copyright notices on the Websites, in the Services, reports and xls files, maps etc. You do not acquire any intellectual property rights to Websites content, Services, trademarks, or brand names. Any use of these requires prior written consent or acceptance of applicable Service Specific Terms.

**Nature of Services.** The Services are provided as standard online services and are not a "work made for hire" or any similar legal concept. Nothing in these GST shall be construed as a transfer or assignment of Solargis' intellectual property rights. Any use of Solargis IP requires express written consent or adherence to applicable terms of use.

#### 5. Third-Party & Free Resources.

Certain components of the Services may include third-party software or resources that are provided under separate license terms, which apply in addition to these GST.

**Open-Source:** If the Services include open-source software, Solargis will identify it, and the specific terms of that open-source license will also govern its use.

**Free Resources:** Free materials on the Websites (such as maps, GIS data, etc.) are typically governed by the Creative Commons Attribution License or other specific terms, which must be strictly followed.

#### 6. Use of Solargis Data

- The Customer is granted a limited, non-exclusive and non-transferable right to use the purchased Data within the entity it represents for its internal business use. Customer shall ensure that all authorized Users comply with these GST and any applicable Service Specific Terms and shall assume all responsibilities for their breach by authorized Users.
- The Customer shall not modify, decompile, disassemble, decrypt or otherwise reverse engineer the Data or any part thereof, nor copy or license the whole or any part of the Data (including the Database©). The right to use acquired Data is granted for an unlimited period provided that the Customer continues to comply with these GST and applicable Service Specific Terms, and the Customer ensures that all applicable copyright notices are maintained with the Data or part thereof.
- The Data shall only be used by the Customer for its own business use. Unless agreed otherwise in Service Specific Terms, Customer can share the acquired Data only with its project business partners ("Permitted Users"). Customer shall ensure that Permitted Users comply with the relevant

terms and conditions of Data use and shall assume all responsibilities for any breach of such terms and conditions by Permitted Users. The Data may not be displayed to public.

- Upon use of Data, Customer must acknowledge and/or refer to the source as instructed in Art. 14 below.
- Customer shall not sell, license, rent, publish, post, lend, assign, or transfer in whole or in part, or provide unauthorized third parties access to, any Data. Nothing in this restriction prohibits the Customer from creating its own studies, reports or analyses, which may include graphs, tables or similar based on the Data (whether produced as a paid or unpaid service by the Customer for a third party) provided original Data is not published or transferred to any third party.
- Customer shall not publish, transmit or communicate to any third party any competitive comparison, analysis or "benchmarking" of the Data without the prior written consent of Solargis.

## 7. Use of the Services for public tenders and other external purposes

The Customer is not allowed to make any Services available to the participants of a public tender or similar ("**External Use**"). External Use by the Customer is allowed only with prior written consent from Solargis. In case you are interested in using Services for External Use, please contact us directly by e-mail at [company@solargis.com](mailto:company@solargis.com).

## 8. Confidentiality

"**Confidential Information**," as used herein, means any and all information, whether in tangible or intangible form, disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") that is marked as confidential or that, by its nature, should reasonably be understood to be confidential. Confidential Information includes, without limitation, the features and functionality of the Services and any Solargis non-public pricing information provided to you.

Information shall not be deemed Confidential Information if such information: (i) is or becomes known to the Receiving Party without any obligation of confidentiality; (ii) becomes publicly available other than through a breach of confidentiality obligation by the Receiving Party; or (iii) is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information. The Receiving Party shall use reasonable measures to protect the Disclosing Party's Confidential Information and to prevent its unauthorized disclosure, use, or reproduction.

Confidential Information of the Disclosing Party may be disclosed by the Receiving Party if required by law or by a valid order of a court or other governmental authority, provided that the Receiving Party gives reasonable notice to the Disclosing Party and uses commercially reasonable efforts to cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy. Each party retains full ownership of its respective Confidential Information.

The obligations set forth in this section shall remain in effect for a period of two (2) years following the termination of the Services.

## 9. Customer Content

Customer is responsible for the Customer Content. Solargis does not claim ownership of Customer Content and Solargis will not access or use Customer Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a government authority or if expressly requested by the Customer. Solargis has no liability for accuracy, completeness or correctness of outputs of Services based on any Customer Content.

## 10. Updates

As our Services evolve, Solargis may, from time to time and without prior notice or your consent, deploy updates to any part of the Services ("**Update**"). Each Update becomes part of the Services under these GST upon deployment. During deployment, some Services may be temporarily unavailable. Solargis is not obligated to provide any Updates and retains sole discretion over their timing and scope.

You agree that Solargis may, from time to time, reformat, resize, or adapt the Platform that may affect the content or visual presentation of your Customer Account and outputs.

## 11. Integration with other services

Services might be integrated with other Solargis' solutions that are distinct from the Services governed by these GST (hereinafter "**Other Solution**"). Access and use of the Other Solution may require acceptance and continuous observance of terms of service applicable to such Other Solution. While Solargis will make

its best effort to provide you with advance notice, whenever reasonably possible, you acknowledge and agree that Solargis may, at any time and in our sole discretion, and without any notice to you, suspend, restrict or disable access to or remove any Other Solution from Services, without any liability to you.

If possible/available for some Services, the Customer may choose to use third party services or applications in integration with Services hereunder (hereinafter "**Third-Party Products**"). Use of Third-Party Products in relation to Services may require consent to such Third-Party Products' relevant terms of use. Solargis does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third-Party Products, and Solargis hereby expressly disclaims all warranties, representations, liabilities and responsibilities arising in relation to any Third-Party Products, whether available or advertised via the Websites or otherwise. Any use of Third-Party Products in connection with the Services is done at the Customer's sole discretion and risk, and the Customer shall be solely responsible and liable for any consequences arising therefrom.

## 12. Trial of Services

If you register for available free trial or beta testing of one or more Services or new features ("**Trial**"), Solargis will make the selected Services available to you on a Trial basis, free of charge, until the earliest of:

- (i) the end of the agreed Trial period;
- (ii) the start date of the paid subscription for the applicable Services; or
- (iii) termination by Solargis at its sole discretion.

Unless expressly agreed in separate Trial terms and conditions, the provisions of these GST apply *mutatis mutandis* on Trial. However, notwithstanding anything contained in these GST:

- Services provided on Trial basis are without any warranty or liability of Solargis to the fullest extent permitted by applicable law.
- Trial can only be used for internal business purposes of the Customer and/or for learning about Services.
- The right to use the Services is granted for the Trial period.
- The right to use the Data is granted for an unlimited period provided that the Customer continues to comply with these GST and the use is non-commercial.
- During or after the Trial, Solargis may request that you provide Feedback regarding your use of the Services.

## 13. Fair Use

For some Services a fair use policy applies for prevention of any unfair use and to create stable environment for any and all Visitors, Users and Customers ("**Fair Use**"). The Fair Use, if applicable, is detailed within the Service Specific Terms. In case the Fair Use is violated, Solargis may contact the Customer and suggest a more appropriate solution for its needs. If the Customer's behavior leads to the grounded suspicion that its activity represents abuse of Database© and/or Services or any part thereof, Solargis has the right to take appropriate measures in accordance with Article 3 (Suspension and Cancellation) hereinabove.

## 14. Acknowledgment of Source (Attribution)

Any final work, including but not limited the studies, reports, or published analyses, based in whole or in part on Services or on Data in particular, must clearly reference the source. The attribution requirements survive the termination or expiration of these GST and apply to any continued use of the Data by the Customer.

If an output of the Services (such as report or study) contains instructions for a specific copyright or source acknowledgment, the Customer must acknowledge Solargis' copyright or source as instructed within that specific document.

The source of the Solargis Data must be referenced as follows: "**Solar resource data © [YEAR] Solargis**".

If no specific notice is provided within the Service document or other output, the standard attribution must include the Solargis name, the copyright symbol, and the year of Data or Services delivery: "**© [YEAR] Solargis**".

## 15. Disclaimer of warranties

Except as expressly provided for herein or in Service Specific Terms, and to the fullest extent permitted by law, the Websites and Services and all related parts, components or resulting outputs and information are provided on an "as is" and "as available" basis without any representations or warranties of any kind whether express, implied, statutory or otherwise, including, without limitation, warranties of satisfactory quality, reasonable skill and care, merchantability, suitability, or fitness for a particular purpose.

Solargis does not warrant that the Websites and Services or resulting outputs will be secure, uninterrupted, error-free, or meet the Customer's or your specific requirements or needs. Specifically, Solargis does not represent or warrant that the Services or any part thereof are complete, accurate, reliable, or compatible with any of the Customer's (or its end users') contemplated activities, devices, operating systems, browsers, software, or tools, or that they comply with laws applicable to the Customer or its end users in any specific jurisdiction. Solargis shall in no way whatsoever be liable for any use of Services by Customer (including any results, conclusions, studies, reports or analyses derived or created by Customer based on its use of the Services).

Solargis does its utmost to ensure that the Websites and Services remain available and uninterrupted, and that transmissions are free of viruses or other harmful components. However, due to the nature of the internet, this cannot be guaranteed. Access to the Websites or Services may occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new functionalities. Solargis will attempt to limit the frequency and duration of any such suspension or restriction.

## 16. Indemnification

You agree to defend, indemnify, and hold harmless Solargis, its officers, directors, employees, affiliates, and agents from and against any claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (i) your breach of these GST;
- (ii) your violation of any third-party rights, including intellectual property, privacy, or other proprietary rights;
- (iii) your use of the Services or Websites in violation of these GST, applicable Service Specific GST, or applicable law; or
- (iv) any content, data, or materials, including Customer Content, submitted, uploaded, or transmitted by you, including any claim that such content infringes or misappropriates the rights of a third part.

Solargis reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with Solargis in asserting any available defenses. This indemnification obligation shall survive the termination or expiration of these GST and your use of the Services.

## 17. Exclusion and Limitation of Liability

**Exclusion of Damages.** To the maximum extent permissible under applicable law, and except for claims or actions arising from each party's intentional misconduct or fraud, neither party will be liable to the other for (i) any consequential, incidental, indirect, special, punitive, or exemplary damages of any kind, or (ii) damages related to loss of use, loss of business, loss of profits or revenue, or the loss of business information.

**Limitation of Liability.** To the maximum extent permitted by applicable law, Solargis shall have no liability whatsoever to any Visitors or person who merely accesses or visits the Websites and does not purchase or subscribe to any Services.

For Customers purchasing or subscribing to Services, and to the maximum extent permitted by applicable law and except in cases of fraud, intentional misconduct or gross negligence:

a) Solargis' total aggregate liability arising out of or relating to the Services provided to the Customer under these GST shall not exceed the fees paid by the Customer to Solargis for Services during the twelve (12) months preceding the first event giving rise to the claim,

b) Customer's total aggregate liability arising out of or relating to the Services provided to the Customer by Solargis under these GST shall not exceed the fees paid by the Customer to Solargis for Services during the twelve (12) months preceding the first event giving rise to the claim.

Solargis and Customer jointly declare that, based on all the facts known to them at the time of entering into these GST, it is not foreseeable that any damage or loss arising under these GST would exceed such fees paid for the relevant Services directly related to such damage or loss.

#### **18. Force Majeure**

Solargis will not be liable to you for any failure to timely or duly perform Services or operate Websites when its failure is caused by or results from acts beyond its reasonable control (force majeure events).

#### **19. Business contact info**

The Customer will provide accurate and complete information on its legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

#### **20. Anti-corruption, Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws**

The Customer agrees, subject to the penalties imposed in the respective instrument and under the applicable laws, to duly observe and strictly comply with all applicable anticorruption, anti-terrorism, embargo, sanctions and anti-money laundering laws (hereinafter jointly referred to as "**Applicable Laws**"). The Customer represents and warrants that they are not involved and will not be involved, directly or indirectly, through its representatives, managers, officers, directors, members, partners or shareholders, collaborators, advisors, related parties, during performance of the obligations hereunder, in any business or practice defined as a violation of the Applicable Laws and that (i) they are not parties to judicial and/or administrative proceedings, nor have they been convicted for or accused of any offence under or in relation to the Applicable Laws; (ii) they are not included in any governmental agency list, nor are they known for or suspect of practices of terrorism and/or money laundering; (iii) they are not subject to embargo, to economic and business restrictions or sanctions determined by any governmental entity; and (iv) they are not excluded nor have been prevented from doing business under any law imposed by or supervised by any governmental entity.

#### **21. Changes to the GST**

Solargis may update or modify these GST from time to time to reflect changes in our Services, legal requirements, or business practices. The applicable version of the GST is always accessible at [solargis.com/legal](http://solargis.com/legal) and directly from your Customer Account.

If we make material changes to the GST that affect your rights, obligations or use of the Services, we will notify you by sending an email to your account Administrator(s) at least 15 days before the updates take effect. Your continued use of the Services or maintaining of your Customer Account after the effective date constitutes your acceptance of the updated GST.

If you do not agree to the updated GST, you must notify Solargis in writing before they take effect. In this event, your active subscription will remain governed by the previous version of the GST until the end of its current subscription term. However, you will not be able to renew your Services or make new purchases without accepting the updated GST.

#### **22. Severability**

If any term or provision of these GST is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from these GST and the validity or enforceability of the remainder of the GST shall remain in full force and effect.

#### **23. No Waiver**

No waiver of any rights or remedies by Solargis shall be effective unless made in writing and signed by an authorised representative of Solargis. A failure by Solargis to exercise or enforce any rights conferred upon it by these GST shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

#### **24. Order of Precedence**

Any conflict or discrepancy between the parts, modules and sections of these GST shall be resolved in the following order or priority:

- Service Specific Terms (separate terms, accepted at the occasion of each purchase);
- B. Terms of Sale;
- A. General Provisions.

In case the Customer individually, outside the Store, agreed with Solargis on purchase of Services by different legal instrument (e.g. Solargis Business Offer or individual contract), the relevant terms and conditions contained in such legal instrument have always precedence over these GST in case of any conflicting terms or discrepancy. These GST are supplementary to the relevant terms and conditions contained in such legal instrument.

## **25. Surviving Provisions**

All provisions regarding indemnification, warranty, liability, and limits thereon, and confidentiality and/or protections of proprietary rights, including but not limited to intellectual property shall survive the termination of these GST.

## **26. Governing law and Dispute Resolution**

These GST shall be governed by the laws of the Slovak Republic, without reference to its conflicts of law principles. Both parties shall attempt to resolve any dispute, controversy, or claim through good-faith negotiations. Any dispute that is not settled amicably shall be resolved by binding arbitration seated in Paris, France, administered by the International Court of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the ICC's procedural rules. The language of the proceeding shall be English.

# **B. TERMS OF SALE**

Services purchased by the Customer are fully governed by GST and applicable additional Service Specific Terms, presented and agreed upon during the purchase process. You agree that all communication between us relating to our business relationship shall be conducted in English.

The acceptance of these GST and applicable Service Specific Terms does not constitute acceptance of any conflicting terms and conditions submitted by the Customer and shall take precedence over any conflicting provisions in purchase orders or other instruments issued by the Customer. Any purchase orders issued by the Customer are understood to be for convenience only, and any terms and conditions they contain are considered without effect.

## **1. Online Purchase Process**

If you as the Customer choose to purchase certain Services online through the Store, you need to accept the applicable Service Specific Terms before proceeding to the payment for the Service. **If you do not fully understand or agree to the Service Specific Terms**, you must stop the ordering process immediately and contact us for clarification.

### ***Submitting Order and Contract Conclusion***

Before submitting a binding order of the Services ("**Order**"), the Customer should always check the price and the Service Specific Terms as it becomes together with GST an integral part of the purchase contract with Solargis once the purchase is completed ("**Purchase Contract**"). The Purchase Contract is concluded when Solargis sends electronic confirmation of the Order to the Customer. The applicable Service Specific Terms are accessible in the Customer Account.

### ***Prices***

The activation or use of the Services is subject **to the payment** of the price according to the Order. The prices offered for each type of the Services are determined at Solargis' sole discretion.

### ***Taxes***

All prices and other amounts shall be exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes, and Customer shall be responsible for the payment of all such taxes, if applicable. If Solargis is obliged under national law to collect any taxes, such taxes will be added to the price payable by you within the Order.

### ***Payments***

During the online ordering process, the Customer selects a payment method and the currency as the case may be. For payments made using payment cards or other e-payment instruments, payment is deemed

complete once the system confirms processing. For bank transfers, the payment is considered complete when the full payable amount is received in Solargis' designated bank account.

### ***Authorization for Future Charges***

During the payment process, you can get the possibility to authorize saving of your card details for future payments. By providing your payment information and consenting to save your card, you authorize Solargis and its authorized third-party payment service providers to securely store your credit/debit card details. You explicitly authorize Solargis to automatically charge the saved payment method for the applicable renewal fees on each subsequent billing cycle (e.g., monthly, annually) until you cancel your subscription.

Charges will be processed automatically at the then-current rate of your subscription plan. You maintain the right to revoke this authorization at any time by removing your payment method through your Customer account or by contacting our support team at [store@solargis.com](mailto:store@solargis.com).

### ***Delivery***

Delivery of any of the Services is subject to payment of the price. Solargis will deliver the respective Services by activation or by other means of delivery applicable according to the type of Services. Customer will be notified thereof, and the delivered Services will appear in the Customer Account.

### ***Invoicing***

After the payment and delivery are completed, Solargis shall issue and deliver to the Customer electronically (unless instructed otherwise by the Customer) the final invoice within the period of two business days from activation of the Service.

Solargis strictly assumes that the Customer and the payer are identical entities and that any appointed Administrator is entitled to act in the name and on the account of the Customer. Solargis shall always issue the invoice to the Customer (the respective owner of the Customer Account) who will be liable for the proper taxation and accountancy handling.

## **2. Service Specific Terms**

By completing the Order, the Customer confirms its agreement with applicable Service Specific Terms that together with GST (agreed upon at the occasion of Customer Account creation) constitute an integral part of the Purchase Contract. Service Specific Terms deal with the technical functionalities, capacity and usage limits, service-level commitments unique to the purchased service, and other specifics relevant for each particular Service, which, in the event of a conflict, take precedence over these GST.

## **3. Termination of Purchase Contract**

The Purchase Contract shall remain in effect until the expiry of the subscription period, the fulfillment of all agreed deliveries, or termination for cause as set forth below.

### ***Termination for Cause***

Solargis may terminate the Purchase Contract for cause immediately upon written notice if: (i) the Customer breaches its obligations under the Purchase Contract, (ii) the Customer uses the Services in a manner that causes real harm or loss to Solargis or other Customers or Users, (iii) the Customer's payment is not successfully processed within the due date.

If Solargis materially breaches its obligations under the applicable Purchase Contract and fails to remedy such breach within a reasonable period after notice, the Customer may terminate the Purchase Contract. Where applicable, the Customer may be entitled to a prorated refund of prepaid and non-consummated subscription fees for the unused portion of Services.

### ***Notice and Consequences***

Unless the Customer is in material breach, Solargis will provide reasonable advance notice before any suspension or termination of Services to remedy a breach or default that prompted the action. If the Customer fails to take the required remedial steps within the timeframe provided or in case of material breach, Solargis will proceed to terminate or suspend access to the Services, the Platform, and/or the Customer Account. In such cases, the Customer shall not be entitled to a refund of any service fees. Furthermore, the termination of the Purchase Contract does not waive, release, or otherwise affect any amounts owed to Solargis by the Customer prior to the effective termination date.

### **Effect of Contract Termination**

The termination of a specific Purchase Contract does not automatically terminate these GST. The GST remain in effect as long as the Customer continues to maintain a Customer Account, utilizes other Services or navigates the Websites.

#### **4. Assignment**

Customer may assign or transfer the Purchase Contract or any rights under the Purchase Contract, subject to Solargis' prior written consent which shall not be unreasonably withheld. Without prejudice to the foregoing, Customer may, without such consent, but subject to prior written notification to Solargis, transfer the Purchase Contract only in connection with the merger or similar legal reorganization or transfer of business of the Customer relating to the Services to which the Purchase Contract relates. The Purchase Contract is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

#### **5. Relationship**

The parties are independent contractors. The Purchase Contract does not create a joint venture or partnership between the parties; and no party is by virtue of the Purchase Contract authorized as an agent, employee or representative of the other party.

## **C. PRIVACY POLICY**

This Solargis Privacy Policy (hereinafter as "**Privacy Policy**") is a part of General Service Terms ("**GST**"). Expressions used in Capital letters, unless expressly defined herein, have the meaning attributed in the GST.

The privacy of our customers is important to us. We are committed to protecting and safeguarding any personal data you give us. This Privacy Policy describes how we use and process your personal data and what are your rights and possibilities with respect to such processing. You will also find here information on how you can contact us if you have any questions about your personal data.

### **1. Scope and Applicable Entity**

In this Privacy Policy, the applicable entity is **Solargis s.r.o.** (Slovakia) governed by **GDPR**.

### **2. Applicable Laws**

For the purposes of this Privacy Policy, the following abbreviations refer to the specific data protection and electronic communication laws applicable to our operations:

**GDPR:** Refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

**Act on Electronic Communications:** Refers to Slovak Act No. 452/2021 Coll. on Electronic Communications, as amended, which regulates the use of cookies and direct marketing via electronic mail in the Slovak Republic.

### **3. Personal Data**

We receive and store information that you voluntarily provide when using our Websites and Services. Despite the fact that our Services are operated on B2B basis and can be purchased exclusively by entrepreneurs, professionals, governmental institutions, agencies and other institutions, it may happen that you may provide us also with some of your personal information including your name, email address, working position, telephone number or other basic contact information (e.g. when you establish Customer Account or User registration at our Websites or when you postulate for job openings, as the case may be). You may also happen to provide personal information to us when you voluntarily communicate with us, such as when you request information through our contact form, or when you register for our newsletter.

To summarize, we may process the following categories of personal data:

- Identification data (name, company name)
- Contact details (email address, telephone number, address)

- Professional information (job title, company affiliation)
- Account data (login credentials, account preferences)
- Communication data (messages sent through contact forms or email)
- Technical data (IP address, browser type, device information, cookies).

You should ensure that all personal data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with the Services you have requested, or to process any requests and applications you may have made to us.

If, in connection with your access or use of the Websites and/or Services, you provide the personal data of any third parties, you represent and warrant that such third parties have consented to the collection, use and disclosure of their personal data in accordance with the Privacy Policy.

The Websites may provide links to linked sites whose data protection and privacy practices may differ from those set forth here. We are not responsible for the content and privacy practices of these other websites and you agree to review and abide by the data protection and privacy notices of those sites.

#### 4. Purpose of Processing and Legal Basis

For interactions with Solargis s.r.o. (based in Slovakia, contracting for Europe), we process your personal data only when we have a valid legal basis under the General Data Protection Regulation (GDPR), as set forth below:

**Contractual Necessity:** We process your information where it is necessary to enter into or perform a contract with you. This includes providing our Services, responding to your inquiries prior to a purchase, and fulfilling our obligations under a contract of sale.

**Consent:** If you have given us clear consent to process your personal data for a specific purpose, such as receiving newsletter or the use of non-essential cookies then we process your data based on the consent. You may withdraw this consent at any time.

**Compliance with a Legal Obligation:** We process your information when it is necessary for compliance with a legal obligation to which we are subject, such as tax, accounting, or anti-money laundering requirements.

**Legitimate Interests:** We process your information when it is necessary for our legitimate interests (or those of a third party), provided these interests are not overridden by your rights and interests. This includes product development, internal analytics, user-experience analytics, internal administrative and ensuring the safety and security of our Services.

**Contact and Inquiries:** When you contact us via email or our contact form, the information you provide will be processed to address your request and manage follow-up questions.

**Pre-contractual/Contractual Matters:** If your inquiry relates to a purchase or the performance of a contract, the legal basis for processing is Article 6(1)(b) GDPR (Contractual Necessity).

**Job applicants:** If you are a candidate to job openings published on the Websites, by replying to one of these postings or otherwise you provide us with your personal information. We will collect and process the information you provide to us only for this purpose and only in accordance with applicable law. For more information see our [job application policy](#).

**Other Matters:** For all other inquiries, the legal basis is Article 6(1)(f) GDPR (Legitimate Interests), as we have a legitimate interest in providing efficient customer support and addressing your concerns quickly. Personal data collected in this context will be deleted once your request has been fully clarified and it is not expected to become relevant again, unless we are required to retain the data to comply with statutory storage obligations.

**Marketing Communications:** We may send you marketing communications relating to our Services in two situations.

- Based on your consent: If you subscribe to our newsletter or otherwise agree to receive marketing communications, we will process your contact details for this purpose based on your consent pursuant to Article 6(1)(a) GDPR. You may withdraw your consent at any time by using the unsubscribe link in the communication or by contacting us.
- Existing customers: If you have purchased our Services or entered into a contractual relationship with us, we may send you marketing communications regarding similar products or services based

on our legitimate interest in maintaining our business relationship, in accordance with Article 6(1)(f) GDPR and applicable Act on electronic communications. You may object to receiving such communications at any time by using the unsubscribed link or by contacting us.

We will stop sending marketing communications once you opt out or after the applicable retention period required by law.

## 5. Cookies and Similar Technologies

We use common website management technologies called cookies and similar technologies, which have different functions. A cookie is a small data file, which often includes a unique but non-identifying code that is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies allow you to be recognized as the same user across the pages of a website. Cookies also allow your choices to be remembered – choices such as the language you prefer, the currency you use and your search criteria.

We work with third-party companies authorized to place third-party cookies to help us compile anonymous site metrics and analytics. You may find more detailed information and manage cookies through our Websites cookies setting banner or through your browser settings.

**Legal Basis for Cookies:** We ask for your consent with cookies use, unless cookies are necessary for proper operation of our Websites (essential cookies), in which case it is a legitimate interest for their use. The legal basis for non-essential cookies is your consent pursuant to Article 6 (1) a) GDPR and the Act on Electronic Communications. You may withdraw or modify your cookie consent at any time through the cookie settings tool available on our website.

## 6. Retention of Your Personal Data

We will only retain your personal data for as long as is necessary for the purposes described in this Privacy Policy. Retention periods vary:

- **Contract-related data:** Retained for the duration of the contract and **5 years** after termination (legal/accounting/tax requirements) and **4 years** for the purpose of legal claims.
- **Cookies:** Retained usually for session duration (i.e. for as long as you use our Websites) unless the cookie settings state otherwise.
- **Consent-based data:** Retained until consent is withdrawn.

## 7. Share and Transfer of Personal Data

We will never sell any of your personal data to a third party. We share personal data only to the extent necessary and may disclose your personal data to the following categories of recipients: (a) Solargis Group entities; (b) agents, contractors or third-party service providers who provide operational services to Solargis, such as for payment processing, email delivery, IT infrastructure, customer communication, analytics, storage, archival or other services required for the operation of our business, including but not limited to Adyen, or Zoho and similar providers with whom we are in a contractual relationship; (c) trusted vendors or any third-party business partners who offer goods and services in conjunction with us; (d) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or asset sale); (e) our professional advisors such as our auditors and lawyers; (f) relevant government regulators, authorities or law enforcement agencies to comply with any applicable laws, regulations, codes of practice or guidelines, or to assist in law enforcement and investigations by relevant authorities; and (g) any other party to whom you authorise us to disclose your personal data. These entities act as data processors or, where applicable, independent data controllers and process personal data in accordance with applicable data protection laws and our contractual agreements.

**Intra-Group Transfers:** Solargis Group operates through several companies identified in these GST. As a result, there may be an occasion when we exceptionally share personal data within the **Solargis Group** where necessary, including the following instances:

- For internal administrative purposes,
- To meet customer needs/demand where we provide commercial services through various offices and locations,
- To meet our obligations with respect to reporting,
- Where our support functions are provided by other companies within the Solargis Group.

Where personal information is shared within the Solargis Group, it is permitted on a limited basis and on a “need to know” basis, by adhering to all applicable regulatory legal requirements and under these conditions: Transfers are based on appropriate safeguards, such as an adequacy decision or standard contractual clauses (Chapter V GDPR).

## 8. Security of Your Personal Data

We take the security of your personal data very seriously. We use appropriate procedures to protect and safeguard the personal data you give us. We have put in place security systems designed to prevent unauthorized disclosure of information you provide to us. These systems are structured to deter and prevent from accessing this information. The measures include technical and organizational safeguards such as access control, encryption where appropriate, secure data storage, and internal confidentiality obligations.

## 9. Your Rights

In connection with the processing of your personal data, you have the rights of a data subject, namely:

- The right to access your personal data (providing a copy of your personal data) and the right to information on the terms of processing of personal data;
- The right to request rectification and completion of your inaccurate or incomplete personal data;
- The right to erasure your personal data in certain situations where there is no good reason for us to continue to process it;
- The right to restrict the processing of your personal data in certain circumstances;
- The right to object to processing your personal data for direct marketing purposes;
- The right to object to our processing of your personal data if your personal data are processed on a legal basis of public interest or a legitimate interest or if the profiling is based on public interest or a legitimate interest;
- The right to transfer personal data to you or another service provider in a simple, structured format provided the processing is based on contract or consent and data are processed by automated means;
- The right to withdraw consent; and
- The right not to be subject to automated individual decision-making, including profiling.

We do not carry out automated individual decision-making, including profiling, within the meaning of Article 22 GDPR. We will respond to requests concerning your rights without undue delay and at the latest within one month of receiving the request, in accordance with applicable laws.

## 10. Contact Details and Complaints

To exercise the rights described above, please send an email to [legal@solargis.com](mailto:legal@solargis.com). In addition, you have the right to file a complaint to the respective supervisory authority, that is Personal Data Protection Office of the Slovak Republic (<https://dataprotection.gov.sk/uouu/en>). Contact details of the controller: Solargis s.r.o., Bottova 2A, 811 09 Bratislava, Slovakia

## 11. Changes to this Privacy Policy

We may update this Privacy Policy from time to time if required by an amendment of the applicable law. Please regularly check this policy to ensure you are aware of the most updated version.

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## CONTACT

Service provider:

**Solargis s.r.o.**

Bottova 2A, 811 09 Bratislava, Slovakia

tel. +421 2 43191 708, email: [store@solargis.com](mailto:store@solargis.com)

Business register City Court Bratislava III, Section Sro, file 62765/B Reg. ID: 45354766

VAT ID: SK2022962766

**These General Service Terms are effective from 9 July 2026.**

Revision0

The valid version of General Service Terms is always available at: [solargis.com/legal](https://solargis.com/legal)