

## TERMS OF USE FOR SOLMATE CLOUD & APP SERVICES

Version: [22/01/2026]

### 1. Scope and Object of Agreement

- 1.1. **Services Covered.** These Terms of Use (the „**Terms**“) govern the use of the Solmate mobile application (the "**Mobile App**"), the Solmate web interface (the "**Web App**"), firmware updates, and all associated cloud functions (collectively, the „**Services**“) provided by EET – Efficient Energy Technology GmbH, Annenstrasse 23, 8020 Graz, Austria, registered in the commercial register of the Regional Court for Civil Matters Graz under FN 470986 b („**EET**“), for the use, monitoring, and diagnostics of Solmate energy storage systems (the „**Device**“).
- 1.2. **Relationship to Hardware Purchase.** These Terms apply solely to the Services, which only encompass digital services. These Terms do not govern the purchase of the physical Device. Device purchases are governed by the General Terms and Conditions of Sale (the „**GTC**“) or any other contractual terms concerning the sale of products of the respective seller of the Device, which may be EET or an authorized reseller.
- 1.3. **Acceptance.** By creating an account, registering a Device, or using any portion of the Services, you (the „**Customer**“, „**you**“) accept these Terms.
- 1.4. The provisions contained in these Terms apply to both, Customers which are consumers in the sense of section 1 Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*; each a "**Consumer**") as well as Customers which are entrepreneurs in the sense of section 1 Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*; each an "**Entrepreneur**"). Provisions which apply exclusively to Entrepreneurs are marked with **E**.
- 1.5. **Changes to the Terms.** EET may update these Terms with at least 30 days notice for material changes. EET may update them immediately if required for safety, security, legal compliance, or to address a vulnerability. Your continued use of the Services after notice constitutes acceptance.
- 1.6. **Changes to Services.** EET may, at its sole discretion, discontinue, delete, modify, or add Services, either permanently or temporarily. In such cases, EET will endeavor to inform users in advance, where possible. All new, modified, or deleted features are subject to these Terms. Your continued use of the Services after such changes shall constitute your acceptance of those changes and the application of these Terms to those changes.

### 2. Connectivity and System Requirements

- 2.1. **Customer Connectivity Responsibility.** The Customer acknowledges that full functionality of the Services - including monitoring, updates, and warranty-related communications - requires an active internet connection (WiFi or Ethernet). The establishment and maintenance of such internet connection is the sole responsibility of the Customer. EET shall not assume any

liability for interruptions of the Services or for any damages, including data loss, resulting from an interruption or failure of the internet connection.

2.2. **Device Connectivity.** Your Device connects to EET's cloud infrastructure through secure communication channels. These include:

- Encrypted WebSocket channels used for synchronizing operational data; and
- A secure, authenticated remote maintenance channel used strictly for diagnostics, troubleshooting, and ensuring safety and conformity.

2.3. **Offline Operation.** If the Device loses internet connectivity:

- Local operation continues safely and reliably with local app access.
- Remote support and cloud-based operation become unavailable.

2.4. **Customer Cybersecurity Responsibility.** EET designs its products with security in mind. For optimal protection, EET recommends you also maintain basic network security practices, including maintaining secure WiFi passwords, installing router updates, and preventing unauthorized access to your network. EET assumes no liability for damages caused by unauthorized access to the Services and/or your network.

### 3. Remote Access, Diagnostics, and Configuration

3.1. **Remote Support Access.** To resolve technical issues, EET may – upon your consent – establish a temporary, authenticated, and encrypted remote connection to your Device via encrypted remote connection corresponding to Section 2.2. Such remote access is:

- Performed only by authorized engineers;
- Limited to the minimum necessary actions; and
- Logged and auditable upon request.

3.2. **Enhanced Diagnostic Data.** In the context of an active support case, EET may temporarily activate detailed diagnostic measurements (e.g., high-frequency signal logs).

- Notification: You will be notified via direct communication from EET's customer support.
- Usage: Diagnostic data is used exclusively for the support case, retained only as long as necessary, and processed in accordance with our [Privacy Policy](#).

3.3. **Remote Configuration.** EET may, where strictly necessary, remotely adjust critical Device parameters (e.g., charge limits, grid settings) to ensure battery safety, regulatory/grid-code compliance, or the correction of malfunctions, in each case, without changing fundamental features of the Device or the Services or otherwise creating an impact on the Services provided by EET, without having to obtain the Customer's prior approval. Non-critical or feature-changing adjustments require the Customer's prior approval.

## 4. Data Rights and Usage

### 4.1. Data Categories.

- **„Product Data“:** Raw operational data generated by the Device (e.g., energy flow, consumption, battery state of charge).
- **„Personal Data“:** Data relating to an identified or identifiable person, governed by our Privacy Policy.
- **„Derived Data“:** Aggregated or computed values created by EET, including algorithms, analytics, and system health estimates.
- **„Trade Secrets“:** Proprietary algorithms, optimization logic, or internal models that cannot be disclosed.

4.2. **Access Rights.** The Customer may access Product Data through the Mobile App or the Web App. Comprehensive datasets may be requested via the customer support and will be provided without undue delay.

4.3. **Portability.** Upon request via customer support, EET will transfer the Customer's Product Data directly to the Customer or a third party designated by the Customer. EET reserves the right to charge reasonable compensation for facilitating such transfers accordance with the EU Data Act.

4.4. **Prohibited Use.** You may use your Product Data freely. However, you agree not to:

- Reverse-engineer proprietary algorithms;
- Extract Trade Secrets; or
- Use Derived Data to develop directly competing optimization logic.

4.5. **Retention.** Product Data is retained only as long as necessary for providing the Services or fulfilling legal obligations. You may request deletion in accordance with EET's [privacy policy](#).

## 5. License, Software Updates and Security

5.1. **Intellectual Property.** All software, firmware, documentation, analytics, and algorithms remain the sole intellectual property of EET.

5.2. **License.** Under the condition that you fully comply with these Terms, EET grants you a revocable, non-exclusive, non-transferable license to use the Mobile App, the Web App and Device firmware solely for operating the Device.

5.3. **License Restrictions.** You may not distribute, transfer the right to use, modify, translate, reproduce, resell, sublicense, market, rent, reverse engineer, decompile, extract, or attempt to discover the source code of the software contained in the Mobile App or the Web App, Device,

or Services. No right or license, express or implied, is granted to you in connection with any part of the Mobile App or the Web App, except as expressly set forth in these Terms. No license is granted to combine the Mobile App, Device, or Services with any other software or hardware not provided by EET.

#### 5.4. **Types of Updates.**

- **Critical Security Updates (Mandatory):** To address vulnerabilities or safety risks.
- **Compliance Updates:** To maintain conformity under the EU Sale of Goods Directive.
- **Feature Updates:** Enhancements not required for safety or conformity.

5.5. **Automatic Installation.** Updates are installed automatically to ensure the safety of the lithium-ion battery system, cybersecurity, and grid-code conformity. You agree not to block or interfere with such updates.

5.6. **Consequences of Blocking Updates.** If you disable connectivity or refuse updates:

- EET is not liable for resulting defects or security incidents; and
- Conformity-related warranty claims may be affected where permitted by law.

5.7. **Cybersecurity Measures.** EET implements industry-standard protection measures aligned with relevant EU cybersecurity regulations.

### 6. **Term, Termination, and Account Deletion**

6.1. **Duration.** These Terms remain in force for the operational lifetime of the Device and its use through the Customer, subject to the continued commercial availability of the Services.

6.2. **Termination for Cause.** EET reserves the right to suspend or terminate access if you:

- Hack, tamper with, or reverse-engineer the firmware;
- Use the Services for unlawful activities; or
- Breach any of the provisions of these Terms, in particular, Section 4.4.

6.3. **Effects of Termination.** Upon termination:

- Cloud services cease;
- Locally stored Device functionality continues where technically possible;
- Personal Data is deleted or anonymized unless legal obligations require retention; and
- You may request the export of your Product Data prior to deletion.

6.4. **No Impact on Device Warranty.** Termination of cloud access does not, by itself, affect your statutory warranty rights relating to the Device.

## 7. Liability and Warranty

- 7.1. **Service Availability.** EET strives for high uptime but cannot guarantee uninterrupted availability. Temporary outages may occur due to maintenance, updates, or force majeure.
- 7.2. **Data Integrity.** The Services are not a data-backup product. Although reasonable precautions are taken, EET is not liable for the loss of historical data. Instead, the Customer is required to conduct regular backups himself.
- 7.3. **Accuracy of Third-Party Data.** EET is not responsible for the correctness of external data sources (e.g., grid signals, weather forecasts) that may influence energy calculations or system recommendations.
- 7.4. **General Liability.**
- EET is liable without limitation for intent, gross negligence, and harm to life, body, or health.
  - ☐ Vis à vis Customers who are Entrepreneurs, for slight negligence, liability is limited to foreseeable, contract-typical damages.
  - Nothing in these Terms shall limit statutory rights of Consumers.

## 8. Governing Law and Dispute Resolution

- 8.1. **Applicable Law.** Austrian law shall apply exclusively. The application of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded. For Consumers, any protection afforded by mandatory provisions of the law of the country of their habitual residence shall remain unaffected by this choice of law.
- 8.2. **Jurisdiction.** All disputes arising from or in connection with these Terms or any legal relationship between EET and
- a Consumer, shall be resolved under jurisdiction of the competent court pursuant to statutory provisions.
  - ☐ an Entrepreneur, shall be resolved under exclusive jurisdiction of the competent court for commercial matters in Vienna.

## 9. Miscellaneous

- 9.1. **Force Majeure.** Neither party is liable for failures caused by events outside reasonable control (e.g., natural disasters, grid failures, internet outages, governmental actions).