

Sunways- Terms of Use

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1 General Information

Welcome to **Sunways Energy Management System**.

Please read the following terms carefully. If you disagree with any of this agreement, you can choose not to enter Sunways products or services. You will be deemed to accept and endorse the contents of this agreement and policy when you use the Sunways Energy Management System.

Sunways Energy Management System is the management system in Sunways Smart PV Solution. Independently developed by Sunways, it provides users with the collection, management and presentation of PV device, power plant, and company data.

2. How to Use

After registered the account, the user needs to keep the username and password secure to prevent the disclosure of this password to unauthorized third parties. To deregister an account, contact after-sale service of Sunways and we will process it within 3 months after receiving the application. For owner account that created by distributor or installer, please reset the password upon the first login to secure the account. The end user owns the equipment and its distributor/installer is responsible for its maintenance, which should be informed to owner when connecting a PV device, After obtain the explicit consent of the device owner, distributor/installer can use the device within the authorized scope. for example, distributor/installer should have device and plant management function after agreement of owner. If Sunways suffers any loss because the user fails to obtain the explicit consent of the device owner or uses the device beyond the scope, the user agrees and promises to bear all losses.

3. Use Limitations

The Sunways Energy Management System provided for use was developed by Sunways and is protected by copyright laws. Sunways possesses all the rights of use and distribution. The user may only use and exploit the information and results of this online service within the framework of these Terms of Use. The user may process this information for personal use only. Uses of the information and results obtained from this service beyond the above mentioned are only permitted with the expressed written consent of Sunways.

4. Personal Privacy

Sunways Privacy Policy applies to the use of this website, and its terms are quoted here as part of this statement. To read Sunway's privacy policy, please [click here](#)

5. Content limitations

The user shall bear full responsibility for the authenticity, legality and validity of the information submitted in Sunways Energy Management System. Sunways is not responsible for the content, correctness, or the form of the posted information. In addition, the user undertakes to protect and to refrain from violating the rights of third parties, in particular trademark rights, copyright, and personal rights. The posting of content which is violent, pornographic or discriminatory, or other content which is illegal, or which offends common decency is prohibited.

6. Third-Party Service

The information posted on this website may include appropriately highlighted links or references to third-party websites, which provided for the convenience of visitors only. Sunways has no influence on the content. The supplier who makes this content available shall have sole responsibility for it. The person providing illegal, inaccurate, or incomplete contents is liable for any damage, especially those arising from the use or non-use of third-party information, and not merely the person who refers to the publication in question by placing links on the website.

7. Disclaimer

The technical data used by Sunways inverters is continuously checked and, if necessary, adapted. However, defects and mistakes may still arise. We accept no responsibility for the completeness and/or correctness of the data (the values do not represent guaranteed features). Sunways shall not assume any responsibility for the accuracy, correctness, completeness, or quality of the information, documents, indicated results, and revenue information. Sunways assumes no responsibility for any errors or omissions in the specified information to which a reference was made there, or which is linked. All liability claims against Sunways relating to damages of material or immaterial nature, which were caused by the use or non-use of the provided information or due to the use of erroneous or incomplete information, are excluded provided that no intentional or grossly negligent culpability exists on the part of Sunways. In particular, Sunways does not accept any liability for defects and consequential damage, for incorrect profit or self-consumption calculations, for loss of profits, for loss of use, for damage to used hardware, for loss of data, or for interruption of operation or other damage. Liability for data loss is limited to the typical cost to recover the data which would apply when making regular backups appropriate to the risk, unless there was an intentional or grossly negligent act on the part of Sunways. It is the user's sole area of responsibility to check the content of the results gained from the use of the Sunways Energy Management System and their suitability for the particular purpose of use. Sunways expressly states that the profit and self-consumption information posted on

the Sunways Energy Management System is solely for the purpose of the user and, is not intended as the basis of a settlement of accounts or to produce evidence of claims concerning energy savings towards network operators. The user does not have any claim to the availability of the Sunways Energy Management System nor to 100% data availability. All information, content, materials and services made available to you through the Sunways portal are provided by Sunways on an "AS IS" basis, unless otherwise specified in the agreement. Sunways makes no representations or warranties of any kind, express or implied, as to the operation of the Sunways Energy Management System or the information, content, materials, products (including any software) or services included on or otherwise made available to you through the Sunways Energy Management System, unless otherwise specified in writing. You expressly agree that your use of the Sunways Energy Management System is at your sole risk. To the full extent permissible by applicable law, Sunways disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

8. About this document

In accordance with the development of the PV industry and changes in relevant laws, regulations and normative documents, or as required by business development, Sunways has the right to modify or change the terms of this Agreement. Once the contents of this Agreement are changed, Sunways will directly publish the revised contents of the Agreement on Sunways' website or user programs. This notification shall contain an express instruction that the user's failure to object the new version shall be deemed as his/her agreement with the new version becoming binding. Should a user object the new version, the Terms of Use shall automatically terminate with immediate effect. If the user continues to use Sunways website or user program, it shall be deemed his/her agreement with the new version.