

EasySolar

Services Regulations

Art. 1

Regulations Scope

1. The below document sets the rules for functioning and using www.easysolar-app.com portal run by EasySolar Limited company.
2. The below document is addressed to Users – natural persons, legal entities or organizational units in possession of an active System account.
3. The Regulations below are regulations mentioned in art. 8 statute of electronic services. The Regulations, aside from being sent electronically by e-mail to User, is also available in current version at www.easysolar-app.com/termsandconditions

Art. 2

Definitions

Administrator – Service owner - EasySolar Limited company, with offices in Poznań, Królowej Jadwigi 43, 61-871 Poznań, NIP 972237323, REGON: 301991466, registered in National Court Register kept by Regional Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economical KRS Department, KRS 0000405063, with initial capital of 80.000,00 zloty, telephone: +48 570 620 200.

Application - meant to be understood as a creation described by regulations of statute from 4 of February 1994 on copyright and related rights (Journal of Laws 2006, No. 90, item 631 as amended, henceforth referred to as “copyrights act”), which consists of: software (application) entirely constituting the work, as well as its individual elements, such as graphics or user interface, enabling access to the access to the Service purchased by the Customer via a web browser or mobile devices.

Additional User - a person authorized to use the Service by the User who has registered and paid for an Account on the Service in a package that allows the addition of Additional Users.

Client - Person visiting the Service and potentially interested in using the Products offered by the Service.

Entrepreneur – natural person, legal entity or organization unit, not being a legal entity, and whom is being granted legal capacity by statute, running in its own name a business or professional activity with aim connected to that activity and being its main cause.

Newsletter - contains information of news within the Service, and also promotional and advertising materials.

Software – meant to be understood as a creation described by regulations of statute from 4 of February 1994 on copyright and related rights (Journal of Laws 2006, No. 90, item 631 as amended, henceforth referred to as “copyrights act”), being computer software that allows access to the Products purchased by the User, the use of specific Products, or the functionality of the Service.

Privacy Policy - it ought to be understood as a document containing information on the processing of data of each User and other persons whose data may be processed in connection with the functioning of the Service.

Product – Device, Service or rights subject to Order.

Profile or Account - Service area available upon login (entering login and password), in which every registered User may enter or update their personal data and other information.

Regulations – meant to be understood as present Regulations of services offered by Service and its use.

Service – website available easysolar-app.com or a service available through the Application.

Device – Device defined individually in proper regulations of use through which the User uses the Product.

Service Provider – Administrator, or other subject – natural person or legal entity running business within the scope of Products offered by the Service.

User – natural person, legal entity or organization unit in possession of active Service Account. By the rules determined in present regulations, only an Entrepreneur can become a Service user.

Main User - a User who has registered and paid for an Account on the Service in a package that allows adding Additional Users.

Order and Pay – button activation means placing an Order with obligation to pay.

Order – meant to be understood as statement of will, by User and within the Service, to choose Product and Service Provider in order to make a contract for the provision of Products with an obligation of payment.

Art. 3

General rules

1. Use of Service and Application means acceptance and obligation to abide by all Regulations rules and proper additional regulations.
2. Regulations determine the conditions by which the Administrator and Service Provider provides Products for Users.
3. Service Provider makes available to Users the email support@easysolar-app.com for contact purposes, to which Clients may direct all queries, suggestions, remarks and information pertaining to the Service and Product.
4. Any time that the Regulations mention notification, notice, agreement or any other form of contact with Service Provider, this is meant to be understood as sending an e-mail to the address mentioned in the preceding paragraph, unless otherwise stated in particular clauses of Regulations.
5. The User, by accepting the Regulations and additional regulations if having been accepted by him, agrees to receiving at his e-mail address entered during registration all information pertaining to realization of present Regulations or additional regulations, especially their current version, amendments and other information according to valid laws.
6. All information pertaining to Service and Products, especially the Regulations, additional regulations, catalogs, folders, brochures, other information or advertising materials, and information within the Service, directed to Clients or users by the Service Provider, do not constitute the offer as stated in art. 66 stat. 1 Civil Rights.
7. All copyrighted names and trademarks are property of rightful owners and are mentioned only for clear identification of Products.
8. Logo and name copyrights of the Service belong to the Administrator and are protected by law. All use of logo or name of Service and Administrator's company outside of the exceptions provided by the regulations or additional regulations or

- regulations of common law is prohibited.
9. User is entitled to use of offer with Administrator logo, and also with reference to the Service in which the offer was created.
 10. Service Provider reserves the right to place within the Service advertisement, promotional and marketing materials.
 11. Administrator and Service Provider may introduce separate or additional conditions for providing of Products, including promotion regulations or regulations for individual Products.
 12. User is forbidden to use Products in ways that might harm third party rights.

Art. 4

Services provided

1. Owning of Account and Profile within the Service is voluntary and charge-free, however a fee is compulsory in order to use full functionality of the Service, stated in easysolar-app.com.
2. A contract is formed for availing of basic Service features, between Administrator and User, in case of successful completion of registration process and setting up an Account (henceforth known as “Contract of Service availability”). This contract is made for indefinite period of time. Its termination happens when the Account is removed – in order to do that, the User is obliged to contact the Service Provider in order to remove the Account – or as a result of termination by a User or the Administrator.
3. Full access to the Service, including all functionalities of the Service, mentioned in stat. 4, is possible after paying the fee. The User may nominate other persons who may also use the Service at the same time, in numbers chosen in the subscription.
4. Full access to Service features provides tools that allow for developing a concept of photovoltaic system, choice of proper devices, calculate estimated theoretical performance in given location, by use of algorithms, generate a report and create an order of its manufacture. The Administrator and Service Provider has no control over the generated results, which are generated based on data entered by user, and are not responsible for their correctness. Administrator also refuses all responsibility for profits lost by User, resulting from use of Service.

5. User is entitled to use of generated reports and offers within scope stated in the regulations.
6. Service user is not entitled to:
 - a) propagation, distribution and marketing, in whole or in parts, of the Service,
 - b) interference in its contents
 - c) removal of owner brands and technical safeties.
7. In case of particular Product's Service Provider being an entity different than the Administrator, the Product page points to necessary data of Service Provider with contact address.

Art. 5

Registration

1. Use of Service features is based on acceptance by Client of present Regulations, registering and setting up an Account.
2. Registration is done by properly filling the required fields of the registration form, located within the Service upon clicking of the button "if you don't have an account, create it now".
3. Service User is only an Entrepreneur, who has accepted the Regulations and realized the procedure of Registration to the Service.
4. User is obliged to enter valid, accurate and up-to-date personal data, which is understood as data belonging to an existing entity, which is the User, and that he has a legal right to use this data in order to use the Products. The use of a false identity or the identity of another person without a legal basis is strictly prohibited. Invalid data detection will cause indefinite Account blockade.
5. The provided data required to register the Account by the User is voluntary, however, they are necessary to use the Service.
6. The telephone number provided by the User during registration is used to contact the User in the case of technical problems or in the case of technical support.
7. We collect additional data sent by browsers used by Users, such as the type of browser, cookies along with the URL path, the approximate location of the User (country), IP address. We use this data for the purpose indicated in the Privacy Policy.

8. User is obliged to update data within the registration form each time this data is changed.
9. In order to register in the Service, User must confirm that he has read the content of the Privacy Policy. Lack of consent to the provisions of these Regulations or failure to read the Privacy Policy prevents the completion of the registration process and the use of features provided through the Service.
10. During the Registration process, as well as at any other time afterwards, the user may also agree to receive the Newsletter, business, advertisement and marketing information from the Administrator, Service Provider and their contracting parties. User may at any time, without stating the reason, resign from receiving those, by sending his resignation via e-mail to support@easysolar- app.com.
11. Before Registration, the Client confirms that he has familiarized himself with present Regulations and accepts all its decisions without any reservations. Thereupon the accepted Regulations are sent by Service Provider to User's e-mail address, entered during registration in the Service.
12. User might register by way of a web browser or an Application downloaded to a Mobile device if such is made available by the Administrator. Application can be downloaded via the Play Store for devices with Android operating system or the App Store application for devices with iOS or iPadOS.
13. After successfully setting up the account, User is directed to Service website via Internet browser, or in the case of using the Mobile Application on the Application start page, where he might use the basic version of the Service and make a payment of the fee.

Art. 6

Service terms of use

1. User may own several registered Service Accounts, depending on chosen subscription.
2. Creation of fictitious Accounts after detecting their falsehood will result in immediate termination of Contract for services made between User and Administrator, which means removing the Account from Service, along with any data stored at the Account.

3. A user who created and paid for an account, depending on chosen subscription, might add Additional Users who will be able to use the same Account. In order to do this, it is necessary to add in the User panel an e-mail address from which the Additional User can log in. The User may revoke the access rights to the Account by Additional Users.
4. In order for an Additional User to be able to use the Service, it is necessary for him to set up an Account on the Service and accept the Regulations and read the Privacy Policy.
5. User might change his personal data after logging into the Service, by editing his Profile in "Client Data" tab. In case of using the basic (charge-free) version of the Service, changes of User's personal data can be made only by Administrator or Service Provider. In order to do this, send data change request by e-mail.
6. User cannot share Account login data with third parties, not directly connected with him.
7. User is forbidden to:
 - a) post vulgar, indecent, profane, scandalous or otherwise antisocial content,
 - b) post content commonly agreed as inappropriate for children,
 - c) propagate content that may infringe on personal interests of others or other rights, including ownership rights,
 - d) use threats or invectives,
 - e) post any unlawful content, especially connected to racial, ethnic or religious hatred, including erotic or pornographic content, promoting fascism, Nazism, communism, propagating violence, insulting religious beliefs and symbols or national symbols,
 - f) post contact data (outside of proper fields),
 - g) promote other websites, post any promotional or advertisement content pertaining to any third parties or websites, unless previous contract is made with the Administrator allowing this,
 - h) use programs (bots) to generate Service queries – all such actions might be considered a DoS (Denial of Service) attack,
 - i) break general netiquette rules,
 - j) act in any way that might destabilize or impede the functioning of the Service,

- k) post any promotional or advertisement content pertaining to any third parties or websites, unless previous contract is made with the Administrator allowing this.
- 8. User non-compliance to Regulations may result in temporary blockade of selected Service features and the Administrator will immediately notify the User about the intention to prevent access to them.
- 9. Should User own several Accounts, blockade may be applied to all Accounts.
- 10. The Administrator bears no compensative responsibility for any losses or damages resultant from Account blockade or removal due to flagrant violation of the Regulations.
- 11. Any content non-compliant with the Regulations may be removed from the Service without notifying the User.

Art. 7

Technical requirements

- 1. Service, Software or Application might contain elements such as:
 - a) active links allowing User to go to websites other than the Service; in case of websites of subjects other than EasySolar Limited, the Administrator reserves that he has no influence on such websites contents and their verification, and has no influence on privacy policy of those websites and recommends reading all regulations and other documents pertaining to privacy policy and products or services offered by those websites,
 - b) frames,
 - c) advertisement and other promotional materials, in any form and medium, including banners.
- 2. To use the Service, user has to own active Internet connection and an internet browser, a personal computer (PC) or mobile device with following requirements:
 - 1) computer:
 - a) 512 kbps or faster internet access,
 - b) installed web browser:
 - i) Google chrome - the current version at the time of using the
 - ii) Mozilla Firefox - the current version at the time of using the application;

- iii) Safari - the current version at the time of using the application.
- 2) for mobile devices, the current operating system for which the application is intended is required
3. In case of any other particular requirements for User's computer or mobile device, information will be made available within the Service or Play Store or App Store on Application page.

Art. 8

Services provided

1. A User registering to the Service using its basic version. The Administrator may provide full access to the Service for a selected period.
2. To be able to use the full version of the Service, a proper Order needs to be paid. The user can place the Order for access to full version of the Service 24 (twenty four) hours a day, via the Service.
3. By filling out and sending the Order, a contract of services is made between user and Service Provider of the given Product (henceforth referred to as "Sales contract"), on condition of confirmation of Order payment by Service Provider.
4. When the "Order and Pay" button is activated, a contract is made for the period chosen by User. In case of single payment option, the minimum time of obligation is equal to chosen period of use of services, in case of subscription the minimum time of obligation equals one month.
5. The user, while choosing the Product Order, states the number of Additional Users who are entitled to use the full Service version at the same time, period of contract duration, and then places the Order by activating the "Order and Pay" button.
6. Before placing the Order, that is activating the "Order and Pay" button, the user is obliged to familiarize himself with regulations, Privacy Policy additional information or additional regulations should they exist.
7. Access to the full version of the Service is gained by the Internet, by the SaaS model, which allows for the design of a photovoltaic system, calculation of its estimated costs, estimated performance, and obtaining a report on the system and generation of an offer for its manufacture.
8. Use of full version of the Service or Application is possible only after logging into

- the Service. The user is responsible for safety of his login data.
9. Full version of the Service is available, after placing the order and making the payment, after 24 hours upon payment being noted by Service Provider's system.
 10. Users with full version of the Service also gain access to technical support.
 11. Technical support is realized through:
 - a) Training within the scope of Service features, done by means of a 1-hour webinar, at a time agreed with the Service Provider.
 - b) By e-mail contact with a support specialist. Reply to queries is sent within 3 working days (usually up to 24 hours), unless the complexity of the question requires a longer response period.
 12. User with full version of Service may keep working drafts of his offers and projects of photovoltaic systems on Administrator's server.
 13. User is the sole owner of offers and projects of photovoltaic systems developed by User, and he bears full responsibility for them, excluding materials for which the Administrator has granted license, especially Administrator logo, Software and Application.
 14. Working drafts of offers and projects mentioned in stat. 12 are available during the whole period of use of Service full version by user. In case of termination or expiration of contract for full use of Service, working copies are saved on Server for the period of 12 months. Within that period, after re-purchasing full access to Service, the User will have access to them again. In case of expiry of this period, all data entered by User, developed projects and offers are irretrievably removed from the Administrator's servers and it is not possible to restore them.
 15. User may at any moment terminate use of services, by rules stated in regulations.
 16. A Main User may share individual projects with chosen persons (Additional Users).
The number of those persons depends on chosen subscription.
 17. Adding the Additional User to project, by the Main User, is done by entering User menu, clicking "new project" tab and entering the name of the Additional User and his e-mail address.
 18. The Main User may also add the Additional Users to existing projects. In order to do that, enter list of current projects, choose "add User" and enter his e-mail address.

19. A message will be sent to that e-mail address with link to project, after clicking it the Additional User will have access to full version of System. Additional User will have view of projects shared by User with paid access and will have possibility of creating new projects.
20. The Main User may grant two types of rights to Additional Users:
 - a) Account administrator rights
 - b) Basic Powers.
21. Additional User with Administrator rights may: add Additional Users and assign or revoke them access rights to selected projects, manage payments, and also has the ability to create new projects or offers, and also has the ability to work on existing projects or offers, having access to all projects available under the account.
22. A User with basic rights can: work on projects or offers assigned to him, and create new projects or offers.
23. All projects and offers created by Additional Users are the property of the Main User.
24. Before using the Service, an Additional User is required to accept the Regulations and read the Privacy Policy.
25. The Main User and the Additional User with Administrator rights have access to all materials created by Additional Users, added to the Service, and can modify them.
26. In the event of removing an Additional User account, any designs or offers created or modified by that User shall remain at the disposal of the Main User or a User with Administrator rights.
27. Within services offered, Additional User has option to download Application, in order to facilitate use of Service via mobile devices.

Art. 9

Pricing and other costs

1. Product prices given in Service are in Polish zloty (PLN).
2. The prices given for the service are net prices. Each time, the Administrator is obliged to add to it the appropriate public liabilities (such as VAT). The total value of the order is indicated at the time of finalizing the payment.

3. Prices of particular Products (including services) may be regulated in a separate document.
4. In case of ordering access to full version of the Service, it is possible to pay for chosen package and period, in form of subscription or single payment.
5. Subscription payment is collected by the system automatically, for every month of using Service, for a period of time chosen by User. Payment is collected from User account ascribed to credit card or payment intermediary account. Payment is made monthly, in advance. Cyclic payment may be terminated at any time. In order to do this, contact the Service Provider at suport@easysolar-app.com or use the contact form, available on the website. Resignation from cyclic payment may also be done at the Service website, in the “payments” tab.
6. Subscription payment for every following month of use of Service is collected automatically on completion of the previous accounting period. In case of payment not being collected, e.g. because of insufficient funds, attempt to collect will be repeated. If payment is still not collected, Administrator or Service Provider has a right to contact User in order to fix a payment date, Administrator or Service Provider also has a right to block full access to Service.
7. Accounting period, mentioned in stat. 6, is one month.
8. In case of choosing the single payment option, User may resign from the services at any time, however the payment made will not be returned to him.
9. In case of making single or subscription payment, whenever possible, User may enter, into the voucher code field, a code that will result in decreased price. Code needs to be accepted by clicking “Confirm” button.
10. Payment for services provided by Service Provider is made based on a pro forma VAT invoice, made out at User request, or via payment intermediary, within one or more following modules made available for Service Provider:
 - a) on-line payment transfer module or
 - b) traditional transfer module or
 - c) credit card payment.
11. Personal information given by User during payment is transferred by subjects operating the given payment system, as a payment institution intermediary in payment realization. The User, by accepting regulations and privacy policy and

making a payment, accepts transfer of personal information necessary for making payment.

12. The User should make a payment within a period of 5 calendar days from day of placing order.
13. Service Provider applies highest safety standards in relation to data connected with transactions made by Users via payment intermediary. All User data sent to Service Provider via Internet to place and realize the Order are ciphered and protected by SSL protocol (Secure Sockets Layer).
14. Within the scope of Products offered to Users, promotions may also be offered, described in separate regulations.
15. In case of failure to pay for full Service access in time, access to all paid features of the Service will be blocked.
16. The User has, at all times, possibility to reactivate services, by purchasing again any access offer to full version of Service.

Art. 10

License

1. In case of acceptance of present Regulations and additional other regulations, and also downloading and installing of Software appropriate for the Products, available in the Service or using this Software without installing it (e.g. using a web browser), the Service Provider, who has copyrights for this Software, grants User the right to free-of charge use (license).
2. The Administrator also grants the User the rights to use the Application, installed on User mobile device.
3. License granted by Service Provider allows User only to use certain features within the Software and use of Service.
4. User, based on license granted, is not allowed to, in particular:
 - a) propagate or share with any third parties, in any way, the downloaded data being part of the Service or Software;
 - b) download or multiply data, being element of www website or software, to which the Service Provider has the sole copyrights, for purposes other than realization of contracts concluded by the User with the Administrator within

- the Service, especially for needs of third parties;
- c) propagate, multiply, copy, share, lease or rent to third parties the data included within the Service, Software or Application, regardless of form;
 - d) sub-license;
 - e) decompile, disassemble, modify and reverse engineer data being element of www website or software;
 - f) fmake copies of Software or Application.
5. License is non-exclusive and inalienable.
 6. Main User or Additional User is granted license to offers and concepts of photovoltaic system developed by himself within the Servis. Subject to payment for using the Service, the User obtains a license to use the trademark of the Administrator or the Service Provider visible on developed offer or project of the photovoltaic system.
 7. The Administrator strives to improve the Services provided, therefore the User grants the Administrator a license for the works he has created through the Program in the use of works created by Users for the purposes of creating, researching, training, and commercializing algorithms used in particular to analyze and create new works (including offers, design concepts, and projects of photovoltaic systems). All data used in the manner referred to in the previous sentence are anonymized.
 8. The license referred to in stat. 8 does not expire in the event of termination of the contract for the use of the Service and is granted for an indefinite period for a period of not less than 20 years.
 9. Administrator refuses all responsibility due to warranty and guarantee resultant from use of Software and Application by User.
 10. Administrator is responsible only for losses suffered by User due to the fault of the Administrator to the amount of package purchased by User.

Art. 11

Complaints

1. In case of inconsistencies regarding Service or Product functionality, User is obliged to immediately notify the Service Provider.
2. In case of Product being inconsistent with contract of sales, User has a right to file a complaint.
3. Products inconsistent with the contract mentioned in art. 11 stat. 2 of present Regulations are Products:
 - a) incomplete, damaged, not usable for their intended purpose,
 - b) devoid of properties that Products should possess due to their intended purpose or resultant from circumstances,
 - c) not fit for purpose stated in the Service, as long as Product description included such information.
4. All complaints may be filed: in person, in writing, by mail to the following Administrator address: EasySolar Limited located in Poznań, Królowej Jadwigi 43, 61-871 Poznań, or by e-mail to suport@easysolar-app.com. All contact data of Service Provider, necessary for placing a complaint, including e-mail address, can also be found within the Service.
5. Any complaint should include at least:
 - a) User contact information, such as: name, surname, address, e-mail address or telephone number,
 - b) date of Product purchase, Product type and list of Product faults and circumstances of their observance.
 - c) description of claim,
6. With reservation of stat. 7 below, the Service Provider is obliged to revise the claim immediately, no later than 14 (fourteen) working days from the date of reporting the claim.
7. In particular cases the date of claim revision, stated in stat. 6, may be prolonged by another 14 working days, especially when complexity of claim makes it impossible to be revised within the first 14 days.
8. Reply to claim shall be sent to User at e-mail address given in claim, or if the claim was made in written form, to the address given therein, or if such address has not been given, to the e-mail address given in registration form or changed during the period of Service use by user.

9. In case of positive revision of claim, the Administrator shall proceed to repair the fault in Product.
10. User shall lose all rights resultant from Product inconsistency with contract of sales, if 24 months pass between finding a fault in Product and notification of Administrator of the fault, by means mentioned in stat. 4 above.

Art. 12

Contract termination

1. User has the right to terminate the contract at any time, provided that the regulations of service do not state otherwise. Statement of contract termination may be presented to Administrator via e-mail, at support@easysolar-app.com, by registered letter to the registered office address of EasySolar limited indicated on the Service Provider's website, or by personal delivery to Administrator offices.
2. After receiving of termination statement by Administrator, service will be terminated with the end of calendar month, and User Account will be removed.
3. In case of choosing single-payment option in advance of the whole accounting period for access to Service by User, user has no option to terminate contract, unless by fault of Service Provider.
4. Administrator takes no extra charges for contract termination.
5. In case of Product purchase and choosing single-payment in advance for stated period, contract is made for period chosen by User. Minimum time of obligation is thus equivalent with chosen period of full access to Service.

Art. 13

Exclusion of responsibility

1. All User actions within Service should be correspondent with regulations valid within Polish Republic and good practices accepted all over Internet, it is forbidden in particular to post any content of lawless character. User conduct should also be correspondent with present Regulations.
2. Only after explicit agreement from Administrator may the User copy, multiply or utilize in any other way, in part or in whole, the information, data or any other content with exception of cases of fair use resultant from the copyright statute.

3. Administrator and Service Provider bear no responsibility for ways in which Users or persons acting in Users' name utilize the Service and the effects of Service utilization, if it has been used in ways contradictory to present Regulations.
4. The Administrator and the Service Provider bear no responsibility for damages suffered by User or persons acting in Users' name resultant from dangers existing in Internet, independent from Administrator and the Service Provider. Additionally, Administrator and the Service Provider bear no responsibility for breaks in Service availability resultant from technical causes (e.g. maintenance work, service or replacement of equipment) or other causes independent from Administrator and the Service Provider.
5. Administrator reserves the right to cease Service functionality, after previously notifying Users on the Service webpage. Cessation of Service functionality will be connected to change or termination of contract between Administrator and the Service Provider and user.
6. Administrator bears no responsibility for services provided via Service by third parties, who provide services to Users in their own name and on their own account, based on and governed by agreements made with Administrator or his sub-Service Providers. Determining the rules of such services is obligatory for the subject providing said services, and is the sole responsibility of said subject. Possible claims addressed at Administrator or Service Provider regarding this will be passed on to those subjects.
7. Administrator or Service Provider reserve that the range of Service features may be changed and updated at any moment by Administrator or Service Provider with regard to obligations by Administrator or Service Provider resultant from contracts made by those subjects with Users. Administrator and Service Provider will spare every effort to inform of any changes to the Service in advance, at the Service website.
8. Service Provider shall, within reasonable limits, spare every effort to provide constant access to Service.
9. Service Provider bears no responsibility for unavailability or malfunctioning of service due to:
 - a) specifics of Internet functionality, in particular breaks or lags in transmission,

- b) traffic control mechanisms applied by Internet providers,
 - c) Other technical aspects, which the Service Provider has no influence on, despite carefully realizing all services connected to the Service.
10. Service Provider bears no responsibility for faulty performance of the offer, including in particular resultant from erroneous data entered by User. Administrator and Service Provider recommend verification of correctness of offers generated by the Service.
11. Service Provider bears no responsibility for errors in data generated by the Service, based on data entered by the User. Generated data is theoretical, calculated based on developed estimate algorithms and statistical data. Real results may vary from those included in concept and offer prepared by User. Before deciding on profitability of assembling a photovoltaic system, Administrator and Service Provider recommends verification of generated data. The User is obliged to independently verify the correctness of the generated data and the created design before applying it in practice

Art. 14

Data safety

1. Processing of personal User information given in the Registration process and the data provided in the created Profile by the User is carried out in accordance with the Privacy Policy.
2. Administrator processes data in accordance with regulations stated in Privacy Policy, accepted with registration and available at www.easysolar-app.com and in accordance with appropriate rules valid within the Polish Republic, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection), and statute from 18 July 2002 on electronic services (Journal of Laws 2002, No. 144, item 1204, henceforth referred to as “electronic services statute”).
3. Service Provider guarantees full confidentiality of data entered into Software by User in relations to development of project concept for photovoltaic system and

offer based on this concept, in particular data identifying addressees of developed offer.

Art. 15

Final provisions

1. All disputes that might result with regard to present document will be solved by way of negotiations between sides, who are obliged to act in good will. In case of the above solution proving unsuccessful, dispute will be taken into common courts appropriate to location of Administrator or Service Provider.
2. In all cases not regulated by present Regulations, Polish law applies, in particular: statute from 23 April 1964 Civil Rights (Journal of Laws 1964 no. 16, item 93 as amended), statute from 4 of February 1994 on copyright and related rights (Journal of Laws 2006, No. 90, item 631 as amended).
3. All remarks, opinions, information on breach of Regulations need to be addressed to support@easysolar-app.com.
4. The recognition of individual provisions of these Regulations in the manner prescribed by law to be invalid or ineffective, shall not affect the validity or enforceability of the remaining provisions of the Regulations. In place of the invalid provision, a rule will be applied closest to the purposes of the invalid provision and whole of present Regulations.
5. The Service Provider and the Administrator reserves the right to change the Regulations, additional regulations, Privacy Policy or add additional terms and conditions at any time, informing the users by indicating the date of the last change at the end of Regulations
6. In the absence of acceptance of the new Regulations, Privacy Policy or additional terms and conditions referred to in stat. 6 above, the User has the option to withdraw from their acceptance, which will result in termination of the contract between the Administrator or the Service Provider and User, which will in turn lead to the removal of User Account with all the consequences described in the Regulations.
7. Regulations, as well as the Privacy Policy and the conditions referred to in these Regulations and in separate regulations are an addition to contract or contracts

entered into by the parties (Administrator and Service Provider and User) and govern the use of the Service by User.

8. In case of conflict between the provisions of the Regulations and the provisions of the rules of use of the various services of the Service, the provisions of these regulations take priority.
9. Administrator and Service Provider reserve the right to change the functioning of the Service, Regulations, Privacy Policy or additional terms in separate regulations at any time at their own discretion. Any changes to the Regulations, Privacy Policy or additional terms and conditions shall enter into force on the date specified in the new Regulations, additional regulations, privacy policy or additional terms, and failing to specify such a date, within 14 (fourteen) days of the publication through the Service.
10. The current version of the Regulations and Privacy Policy is available at the following address: www.easysolar-app.com.
11. These Regulations come into force on 01.01.2020.