



Terms and Conditions of Use for the  
“FRONIUS Solar.web” Application of  
Fronius International GmbH

("Terms and Conditions of Use")

valid from 4/02/2025

<b>A.</b>	<b>General Provisions .....</b>	<b>3</b>
1.	Scope; Provider Information; Basic Version and Premium Version .....	3
2.	Registration; Storage of Contract Text; Contract Language.....	3
3.	Access Data; Assigning Access Rights .....	4
4.	Granting of Rights; Scope of Services; Requirements for Use .....	5
5.	Application Updates .....	5
6.	System Software Updates .....	6
7.	Complaints; Dispute Resolution .....	6
8.	Warranty .....	6
9.	Liability .....	7
10.	Exclusion and Limitation of Use .....	7
11.	Term; Termination .....	7
12.	Customer support .....	8
13.	Applicable Law; Place of Jurisdiction .....	8
14.	Written Form; Severability Clause.....	8
<b>B.</b>	<b>Additional Terms and Conditions for the Premium Version .....</b>	<b>10</b>
15.	Ordering via the Webshop .....	10
16.	Granting of Rights; Extended Scope of Services.....	10
17.	Warranty; Provision of Updates .....	10
18.	Term; Termination .....	10
<b>C.</b>	<b>Service specification .....</b>	<b>11</b>

## A. General Provisions

### 1. Scope; Provider Information; Basic Version and Premium Version

- 1.1 Use of the FRONIUS Solar.web application (the “Application”) and our associated services are governed exclusively by these General Terms and Conditions of Use (“Terms and Conditions of Use”). Within the scope of these Terms and Conditions of Use only our own terms and conditions are applicable. Any deviating or additional terms and conditions applied by you are not binding on us, even if we do not object to them in specific cases, unless we explicitly acknowledge them. In such a case they will only apply to the individual contract in question.
- 1.2 Unless indicated otherwise, the Terms and Conditions of Use apply both to consumers and entrepreneurs. A consumer is any natural person who concludes a legal transaction for purposes that for the most part cannot be attributed either to his/her commercial or self-employed professional activity. An entrepreneur is a natural or legal person that is performing its commercial or self-employed professional activity when concluding a legal transaction.
- 1.3 We are Fronius International GmbH, of Froniusstraße 1, 4643 Pettenbach, Austria, commercial register no. 149888z (court of registration Steyr, Austria), telephone +43 (0) 72 42 241 0, fax +43 (0) 72 42 241 3940, [contact@fronius.com](mailto:contact@fronius.com), <https://www.fronius.com>. Our registered office is Pettenbach, our sales tax ID is ATU52614407, we are registered with the Upper Austrian chamber of commerce, and our commercial objective is to produce and sell products in/from our Business Units Perfect Welding, Solar Energy, and Perfect Charging. The main regulations applicable to our company include the 1994 Austrian Gewerbeordnung (Industrial Code), which can be accessed at <http://www.ris.bka.gv.at>. Our supervisory authority under the Austrian E-Commerce Law (ECG) is the Kirchdorf an der Krems district authority.
- 1.4 Use of the Application is free of charge as standard (“Basic Version”). The General Provisions set out in Section A apply. Against payment you can upgrade to a module offering additional functions (“Premium Version”). The additional terms and conditions set out in Section B apply to use of the Premium Version. Orders of the Premium Version are subject to the applicable Webshop Terms & Conditions, which can be viewed during the order process.

### 2. Registration; Storage of Contract Text; Contract Language

- 2.1 By entering the data indicated as mandatory in the registration form and submitting the form by clicking on “Register”, you are making a legally binding offer to conclude an agreement on the use of the Application (“License Agreement”). During the registration process, you accept the exclusive application of the Terms and Conditions of Use by clicking on the relevant checkbox. If any mandatory information is missing during registration, you will be alerted to this. When

registering for and using the Application, all the information you provide must be correct and complete.

- 2.2 After you have submitted your data by clicking on "Register", we will immediately send you an e-mail confirming your registration. By confirming your registration in this way, we accept your offer to conclude the License Agreement, subject to verification of your e-mail address. For this purpose the e-mail containing our confirmation of registration will include an appropriately named link; by clicking on this link, you confirm that the e-mail address you have provided is correct (verification of your e-mail address).
- 2.3 The contract text will be sent to you by e-mail in the form of the confirmation of registration and we will store it only in this form. These Terms and Conditions of Use can be viewed, saved as a PDF, and printed out at any time at <https://www.solarweb.com/en/terms-and-conditions>.
- 2.4 We offer the Terms and Conditions of Use, registration, and distance contract in the contract languages, which are specified at <https://www.solarweb.com/en-en/service-description>.

### **3. Access Data; Assigning Access Rights**

- 3.1 Upon registration, we will create a user account for you, which you can access using your access data (user name and password). The access data can be modified at any time via the password-protected user account.
- 3.2 We will never contact you and ask you to reveal your access data. Please contact us immediately if this happens.
- 3.3 You must take suitable precautions to prevent unauthorized access to protected areas of your personal user account by third parties; in particular, access data must not be disclosed to unauthorized third parties. It is, however, permitted to share your access data with persons you have engaged to carry out work (e.g., installers), to allow them to access the Application on your behalf. Forwarding the access data to third parties is your responsibility. We will assume no liability for this and for damages arising in this regard.
- 3.4 As a system operator you can also grant other persons access rights to the electrical devices, customer systems, and photovoltaic systems ("Systems") that you have registered in the Application. Granting system maintenance rights allows another Application user to acquire almost the same rights as the system operator and to view measured values and measurement curves for the system, generate reports, check and deactivate service messages, update system components or change settings, but not delete a system. By granting guest rights, you can give another Application user restricted access to the system and allow him/her to view measured values and measurement curves for the system only. Further information can be found in our application notes (<https://www.solarweb.com/en-en/service-description>). We accept no liability

whatsoever for activities carried out by users on the basis of the aforementioned assignment of rights or for any resulting costs and damage.

#### **4. Granting of Rights; Scope of Services; Requirements for Use**

- 4.1 In accordance with these Terms and Conditions of Use, we grant you the non-exclusive, time-limited right to use the Application for the intended purpose during the term of the agreement.
- 4.2 We offer the Application as a website for use via a web browser ("Browser Version") and as a smartphone version for mobile devices (Android and iOS). The Browser Version can be accessed via the URL <https://www.solarweb.com> (button: "Login"). The Android version can be purchased from the Google Play Store and the iOS version from the Apple App Store.
- 4.3 The main purposes of the Application are the recording, processing, management, and use of parameters obtained from the Systems (see Section 3.4).
- 4.4 An internet connection is required to use the Application. Additional technical requirements that must be met to use the Application – relating, in particular, to compatibility with other hardware and software – and the scope of services can be found in the current Description of Services, which can be accessed at <https://www.solarweb.com/en-en/service-description>.
- 4.5 Owing to the technical design, in particular because the Application is available exclusively via the internet, there may be interruptions to availability and times when the Application cannot be accessed, e.g., in the event of disruptions to public communication networks or power outages. We do not owe the continuous availability of the Application and are entitled to limit usage, either in part or in full, or to terminate use if required in view of capacity limitations, security, or integrity. Furthermore, the Application will be unavailable, either in full or in part, during maintenance periods (e.g., when installing new software); we will endeavor to perform planned maintenance during low-use periods as far as possible.

#### **5. Application Updates**

- 5.1 To the extent required to maintain contractual conformity and in particular the security of the Application, we will make updates available – if necessary, together with Installation Instructions – and will notify you accordingly the next time the Application is opened. If you fail to install an update within an appropriate period of being informed that the update is available, this poses a risk to the security of the Application on your device. In such a case we are not liable for any damage that can be attributed solely to the absence of the uninstalled update. If you use the Browser Version of the Application, you do not have to install any updates; you are automatically using the current version by accessing the website.
- 5.2 We are continuously developing the Application and will make the latest version of the Application available to you during the agreed term.

5.3 An entitlement to have updates made available only exists in accordance with Sections 8 and 17.

## **6. System Software Updates**

6.1 If you register Systems via the Application, you can download updates to the system control software manually via the internet and install them in the Systems ("Firmware Updates"). Firmware Updates can only be installed using the Browser Version of the Application.

6.2 If necessary to eliminate serious security risks, in exceptional cases we are entitled to install Firmware Updates automatically without your explicit consent; under no circumstances will such Firmware Updates modify key functions or usage-relevant characteristics of the system.

6.3 Updates will be downloaded via the internet connection that you have set up. While the update is being installed you may be unable to use the system temporarily. We are not obliged to compensate you for any connection costs incurred or for any loss of use.

## **7. Complaints; Dispute Resolution**

7.1 Any complaints relating to our services may be sent using the contact details indicated in Section 1.3 or directly to our customer service team via e-mail ([support@fronius.com](mailto:support@fronius.com)).

7.2 The EU Commission provides a platform for out-of-court dispute resolution. This gives consumers the opportunity to settle disputes relating to an online order without going to court. The EU's Online Dispute Resolution Platform for online purchase and service contracts can be found at <https://ec.europa.eu/consumers/odr/>.

7.3 The Austrian Mediation Office for Consumer Transactions (Schlichtungsstelle für Verbrauchergeschäfte) can be found at <https://www.verbraucherschlichtung.at/>.

7.4 Our e-mail address is: [contact@fronius.com](mailto:contact@fronius.com).

7.5 We will always endeavor to settle any differences of opinion with you by mutual agreement. However, we are not prepared, and also not obliged, to participate in these alternative dispute resolution procedures.

## **8. Warranty**

8.1 The Basic Version of the Application is made available free of charge. If you are using the Basic Version, the following applies in the event of defects:

8.1.1 In the event of material defects, we are liable for any direct damage that you suffer due to malicious concealment of an error in the software by us and, in the case of consequential damage, for damage resulting from intent or gross negligence on our part. Any further

warranty for material defects is excluded. You have no claim to the rectification of errors or the provision of updates.

8.1.2 In the event of defects of title, we will only be liable for damage that you suffer due to malicious concealment of an error in the software by us. Any further warranty for defects of title is excluded.

8.2 If you are using the paid-for Premium Version, you have the rights set out in accordance with Section 17.

8.3 Our warranty does not under any circumstances apply to errors caused by the use of the Application in a hardware or software environment that does not meet the requirements specified by us or caused by you making changes or modifications to the Application that you are not legally entitled to make or that we have not consented to in advance at least in text form.

## **9. Liability**

9.1 Our liability for damages and reimbursement of expenses in the event of slight negligence is excluded unless we have breached a material contractual obligation, that is an obligation that must be fulfilled in order for the agreement to be properly executed or that you may generally rely on being fulfilled. In this event, our liability is limited to the damages that are typical for this type of agreement and that we had to anticipate when concluding the agreement based on the circumstances known to us.

9.2 Our liability for damages resulting from physical injury, loss of life, or harm to health, in cases of intent and gross negligence, in cases where a guaranteed characteristic is absent, and under the Product Liability Law is, however, unlimited.

## **10. Exclusion and Limitation of Use**

10.1 We reserve the right to define separate access requirements for individual Application services and to exclude users who do not or no longer fulfill these requirements from the use of these services or not to enable these services for such users in the first place.

10.2 If you misuse the Application or your use of it impairs the security or stability of the Application or our systems, we are entitled to restrict your access to the Application and individual Application services to the extent required or to block your access altogether.

## **11. Term; Termination**

11.1 The License Agreement is concluded for an indefinite period.

11.2 You may terminate the License Agreement at any time in writing without notice. To do so, it is sufficient to send notice of termination via e-mail to the e-mail address specified in Section 7.1 or

to delete your user account using the corresponding button in the Browser Version of the Application.

- 11.3 We may terminate the License Agreement at any time, subject to a notice period of 14 days. Our right to block access and to take other measures in accordance with Section 10 remains unaffected.
- 11.4 The right to extraordinary termination for good cause remains unaffected for both parties.
- 11.5 Upon termination of the License Agreement, the user account will be deactivated and deleted.
- 11.6 Without prejudice to the above provisions, we are entitled to deactivate and delete user accounts with incomplete registration data and user accounts that have been inactive for a period of at least 12 months.

## **12. Customer support**

- 12.1 Where customer support is required, our international and national Fronius Technical Support teams (TSI/TSN) may access user data via the TSI portal and view data relevant to the customer, as well as modify these data. If necessary, for example for error analysis, Technical Support may also take over the customer login and log in, act, and intervene as the customer. We reserve the right also to contact our users by e-mail in urgent cases.

## **13. Applicable Law; Place of Jurisdiction**

- 13.1 The law of the Republic of Austria applies, to the exclusion of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer, you may nevertheless rely on the rules of your country of habitual residence which cannot be derogated from by agreement.
- 13.2 If you are acting as an entrepreneur, legal person under public law, or special asset under public law, the exclusive place of jurisdiction for all disputes arising from and in connection with this agreement is 4600 Wels, Austria. The same applies if your registered office or place of habitual residence is outside the Republic of Austria and the agreement or claims arising from the agreement can be attributed to your trade or profession. However, in the above cases we will in any event be entitled to bring legal action at the court with jurisdiction for your registered office.

## **14. Written Form; Severability Clause**

- 14.1 Amendments or additions to these Terms and Conditions of Use must be made in writing. This also applies to any revocation of this written form requirement. Unless otherwise stipulated explicitly in these Terms and Conditions of Use, the agreed requirement to use the written form is also met by the use of e-mail.



14.2 Should individual provisions be ineffective or unfeasible, or become so after conclusion of the agreement, the effectiveness of the remaining provisions will not be affected. The ineffective provision must be replaced by one that matches the commercial purpose of the original provision as closely as possible.

## B. Additional Terms and Conditions for the Premium Version

### 15. Ordering via the Webshop

- 15.1 You can purchase a Premium Version to gain access to additional Application functions. Clicking on the relevant link on the Application's user interface will take you to our Webshop.
- 15.2 The purchase of the Premium Version is subject to the applicable Webshop terms and conditions.

### 16. Granting of Rights; Extended Scope of Services

- 16.1 Unless explicitly agreed otherwise, the Premium Version grants you a time-limited, non-exclusive, and non-transferable right to use the additional functions during the agreed term.
- 16.2 Details of the extended range of functions offered by comparison with the Basic Version can be found in the Description of Services, which can be accessed via the link indicated in Section. 4.4.

### 17. Warranty; Provision of Updates

- 17.1 If there are defects in the Application, you have the rights to which you are entitled by law.
- 17.2 In particular, during the term of the agreement on access to the Premium Version you are entitled to expect:
  - 17.2.1 that we will provide the updates required to maintain the contractual conformity of the Application and inform you about these updates, and
  - 17.2.2 that we will rectify any errors within an appropriate period of being informed about them. An error is present if the Application does not fulfill the functions indicated in the Description of Services, delivers erroneous results, or does not operate correctly in some other way, with the result that use of the Application is impossible or restricted.

### 18. Term; Termination

- 18.1 The term of the agreement on access to the Premium Version depends on what is stated in your order.
- 18.2 The right of both parties to extraordinary termination for good cause remains unaffected.
- 18.3 After the agreement on access to the Premium Version has ended, you can continue to use the Basic Version. Termination of the agreement on use of the Basic Version and the associated deletion of the user account are subject to the provisions of Section 11.

## C. Service specification

1. The service specification refers to the web version of Fronius Solar.web. The Fronius Solar.web app is optimised for mobile use by private end customers and offers all important functions in a limited or appropriately adapted form. Functions that need to be optimised for large screens (e.g. complex charts or data exports) may not be available in the app.
2. The following describes the differences between the freely available range of functions of Solar.web and Solar.web Premium:

	<b>Basic package</b>	<b>Solar.web Premium</b>
<b>Monitoring and analysis of Photovoltaics (PV) data</b> <i>Real-time data including historical data for detailed data analysis (AC and DC voltages, currents, generation power, ...)</i>	✓	✓
<b>Automatic reports and notifications</b> <i>Automatic and manual reporting of total PV energy production and consumption values in kWh or MWh / Automatic fault reporting service</i>	✓	✓
<b>Inverter remote update function</b>	✓	✓
<b>Bar chart of daily production and consumption (1)</b> <i>Unlimited availability of summary data displayed as bar charts</i>	✓	✓
<b>Remote maintenance via remote configuration</b> <i>Permanent settings on the device remotely</i> <a href="#">More information</a>	✓	✓
<b>Production and consumption curves on a daily basis (1)</b> <i>Analysis option at daily detail level for the current day and two days back</i>	✓	✓
<b>Rights and role management</b> <i>Managing the rights of the different roles: Owner, plant manager and guest</i> <a href="#">More information</a>	✓	✓

<b>Manual control of devices</b> <i>Temporary change of device behavior through manual control commands</i> <a href="#">More information</a>	✓	✓
<b>Individual reports available at any time</b> <i>Automatic, manual and customisable reporting for the selected period, including detailed system values for the available components and channels</i>	-	✓
<b>Presentation of PV profitability (1)</b>	-	✓
<b>Revenue and cost overview (1)</b>	-	✓
<b>Prediction of PV production (2)</b> <a href="#">More information</a>	-	2 days
<b>Comprehensive weather display (2)</b> <a href="#">More information</a>	-	✓
<b>Data query via Amazon Alexa (<a href="#">Solar.web Skill</a>)</b>	-	✓
<b>Presentation mode</b> <i>Simple method for visualizing plants on large screens with regular updates of PV plant data.</i>	-	✓
<b>Energy Cost Assistant (3)</b> <i>Automated optimised operation of the storage of a PV plant based on flexible energy tariffs.</i>	-	✓
<b>Energy Security Assistant (2)</b> <i>Automated charging of the storage in the event of an impending power failure due to severe weather warnings</i>	-	✓
<b>Evaluation of flexible energy tariffs (4)</b> <i>Clear visualisation of flexible energy tariffs on a daily basis.</i>	-	✓

*(1) Only possible in combination with a meter (Fronius Smart Meter)*

*(2) Currently available for one plant in the following countries (more to follow shortly): Australia*

*(Australia), België (Belgium), Cyprus (Cyprus), Danmark (Denmark), Deutschland (Germany), Eesti (Estonia), España (Spain), France (France), French Guiana (French Guiana), French Polynesia (French Polynesia), French Southern Territories (French Southern Territories), Hrvatska (Croatia), Italia (Italy), Lëtzebuerg (Luxembourg), Lietuva (Lithuania), Magyarország (Hungary), Mayotte (Mayotte), Monaco (Monaco), Nederland (Netherlands), New Caledonia (New Caledonia), New Zealand (New Zealand), Noreg (Norway), Österreich (Austria), Polska (Poland), România (Romania), Saint Barthélemy (Saint Barthélemy), Saint Martin (French part) (Saint Martin (French part)), Saint Pierre and Miquelon (Saint Pierre and Miquelon), Suomi (Finland), Sverige (Sweden), Svizzera (Switzerland), Wallis and Futuna (Wallis and Futuna), България (Bulgaria), Україна (Ukraine)*

*(3) Only with compatible system and flexible tariff.*

*(4) Supported tariffs: aWATTar hourly Austria, aWATTar hourly Germany*

### **3. Energy management assistants**

Owners and plant operators registered in Solar.web can activate certain functions in Solar.web (app), which gives Fronius the authority to control compatible devices from Fronius or third parties for purposes such as energy management, security of supply or other purposes, if necessary.

Among other things, the following control commands can be carried out by Fronius: charging the battery from the power grid when electricity is cheap; automatic charging of the battery when a power failure is expected. Some of these functionalities must be explicitly activated by the owner (= plant operator).

To use this functionality, the latest firmware on the respective device is always required.

### **4. Remote control processes relevant to the grid or energy industry**

Owners or plant operators registered in Solar.web can give certain organisations/companies (such as grid operators or operators of virtual power plants) authorization to remotely control compatible devices from Fronius or third parties for the purposes of maintaining or improving grid stability, energy trading or other use cases. These organisations/companies can then (remotely) execute control commands on the device via the Internet. The organisation's activities can be tracked under the "Monitoring and Analysis of PV Data" function.

**The users of this functionality shall be liable for any damages resulting therefrom.**

### **5. Manual control of devices**

Owners and plant operators registered in Solar.web can control compatible devices from Fronius or third parties via Solar.web (app). Depending on the device, different control commands are possible (such as starting/stopping the charging of the battery from the power grid), which can

be carried out manually via Solar.web.

To use this functionality, the latest firmware on the respective device is always required.

**The users of this functionality shall be liable for any damages resulting therefrom.**

#### 6. Remote maintenance of device settings (“Remote Configuration”)

Owners and plant operators registered in Solar.web can make changes to the settings of compatible Fronius or third-party devices via Solar.web (app). These changes to the settings are saved permanently on the device (even if it is not actively used or if the connection is interrupted).

The following changes can be made to the settings, among others: maximum charge level of a battery, feed-in limitation of the inverter, changing load management settings, ... . These are the settings that are available depending on the device - in addition, some of these settings can only be changed by entering a password (“Customer/Technician password”).

To use this functionality, the latest firmware on the respective device is always required.

**The users of this functionality are liable for any damage resulting therefrom (particularly in the case of incorrect settings).**