

REGULATIONS OF SOLARES PRO

These rules and regulations constitute the regulations for the provision of electronic services within the meaning of the Act of July 18, 2002 on the provision of electronic services (Dz.U. 2002 Nr 144 poz. 1204 as amended) and define the rules for the provision of services through the Site or Service and other domains, pointing to specific parts of the Service.

System / Platform	An information system hosted on the Solares PRO Platform; an innovative and intelligent tool available online that allows the design and bidding of RES installations, primarily photovoltaics, taking into account the demand based on the annual energy consumption data provided and the location; otherwise, the software that allows the use of the Service and the System. The Software consists of a server part, running on the Service Provider's servers, and a User part, running in the Service user's web browser.
User (Contractor) Account	An electronic data model object, representing a single User in the Service. In order to start using the Service - the ability to design and offer RES installations, the User must create an Account on the Service by completing an electronic Registration Form.
Registration Form	The form completed by the User when registering a new User account on the Service.
Privacy Policy	The document regulating the security of privacy protection and processing of Users' personal data; the Privacy Policy supplements these Regulations and is available here .
Regulations	These Terms and Conditions for performance of Contracts and provision of Electronic Services within the meaning of the Act of 18 July 2002 on provision of services by electronic means (Journal of Laws 2002 No. 144 item 1204, as amended); it defines the rules for provision of services through the Website, indicating the given parts of the System.
Website, Service, mobile application	Website available on the World Wide Web at the main address solarespro.com , providing access to the Services and related mobile applications.
Website	The Website located on the World Wide Web at the main address solarespro.com , other language versions of the Website and all its sub-sites.
Service Provider	EASY OZE LLC with its registered office in Olsztyn, Card. S. Wyszyńskiego 1/loc. 1, 10-457 Olsztyn, registered in the Register of Entrepreneurs by the District Court in Olsztyn, VIII Economic Department of the National Court Register, under KRS number: 0000842632, having NIP number: 7393940435, REGON number: 386121919, with a share capital of 170 000 PLN, represented by Krzysztof Bartczak - President of the Board.

Agreement	Agreement concluded between the Service Provider and the User concerning the provision of Services within the Site under the terms and conditions described in these Regulations; the agreement allows the use of the System.
Service	Provision performed by the Service Provider for the benefit of the User, consisting of making available the System's functionalities by electronic means, ensuring the smooth operation of the System and storing, processing and securing the data entered by the Users into the System, through the Service.
User / Client	(1) a natural person having full legal capacity, using the Services according to the Terms of Use, (2) a legal person, (3) an organizational unit without legal personality, which is granted legal capacity by law; using or intending to use the Services available on the Website.
Subscription Plan	A package of available features within the Service provided by the Service Provider selected by the User; the User may choose one of the available plans. Individual plans may differ in the offered functionality of the System, quantity limits and fees. The Subscription Plan is determined according to the Price List.
Subscription	The fee paid by the User for the provision of the Service on the Site by the Service Provider during a given Settlement Period.
Price List	The current Price List available at [direct link] , which lists the Services available on the Service and their prices.
Test Period	A seven-day free period available to the User in order to become familiar with the functionality of the Site, calculated from the date of registration and creation of an account on the Site.
Billing period	The period of one month or any other billing period for the Services provided in the Subscription Plan selected by the User.
Regulation	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 and repealing Directive 95/46/EC (General Data Protection Regulation).
RES	Renewable energy sources - sources of energy, the use of which is not associated with their long-term scarcity, because their resource is renewed in a short time (renewable raw materials).

1. PRELIMINARY PROVISIONS

1.1 These Regulations set forth the general conditions for the use of the Services provided by the Service Provider.

1.2 Copyright and ownership rights concerning the Site belong exclusively to the Service Provider. It is forbidden to copy and use the whole, as well as individual parts of the Site, without the written consent of the Service Provider.

1.3 These Terms and Conditions shall be made available on the Site free of charge to each User prior to the conclusion of the Agreement, and also - at the User's request - in such a way that allows the acquisition, reproduction and recording of the content of the Terms and Conditions by means of the information and communication system used by the User.

1.4 The User may use the Services only after reading and accepting the content of the Regulations and Privacy Policy. If the User does not accept the Regulations or the Privacy Policy, he/she may not use the Services. With respect to the User, the User shall be deemed to have accepted the Terms and Conditions and the Privacy Policy unreservedly at the time of commencement of use of the Services through the User's account.

1.5 A change in the terms of the Subscription Plans or the Price List shall not constitute an amendment to the Terms and Conditions. The Service Provider reserves the right to add, delete and modify Subscription Plans and the Price List. In the event of such a change, the User will be informed through the Service.

1.6 The Service Provider reserves the right to modify the Terms and Conditions of the Service, which shall be announced each time on the Website.

1.7. unless otherwise specified, the modification of the Terms of Service, Price List, terms and conditions of Subscription Plans shall become effective on the first day of the following calendar month.

1.8 The Privacy Policy, available [here](#), shall supplement the Terms and Conditions.

2. GENERAL TERMS OF SERVICE AND USE OF SOLARES PRO

2.1 In order to use the Services of the System, it is necessary to have an installed and up-to-date web browser and Cookies enabled, or a downloaded and installed mobile application. On the User's side, the following minimum technical requirements must be met: (a) active electronic mail (email) account, (b) active cell phone number.

2.2 The System can be used through the Website available at solarespro.com and through the mobile application.

2.3 The use of the Website is free of charge, subject to possible data transmission costs, which result from agreements concluded by the User with telecommunications operators or other Internet providers and the scope of such data transmission. The User may bear the costs of individual Services provided through the Service in the manner and on the terms indicated in the Terms of Use, including the costs of Subscription Plans for the operation of the System, in accordance with the Price List.

2.4 It is forbidden to provide unlawful content and to use the Services in a manner contrary to the provisions of the Terms of Service, applicable laws, good morals and rules of social coexistence.

2.5 The Service and its components, as well as the System and components including design and content, are protected by copyright and/or other intellectual property rights. These elements may not be distributed or published, in part or in whole, without the consent of the Service Provider. In particular, the Terms and Conditions do not allow the reproduction, distribution, lending, sale and any other manner of redistribution of direct and indirect, whether paid or unpaid, elements of the Site and/or the System bypassing the Service Provider.

3. USER / CUSTOMER

3.1 Subject to the paragraphs below, Users/Customers may be (1) natural persons who are at least 18 years old and have full legal capacity, (2) legal persons, (3) organizational units without legal personality, which are granted legal capacity by law; using or intending to use the Electronic Services available on the Website.

4. ACCOUNT AND AGREEMENT

4.1 In order to use the Services, the User must have an active User Account. For this purpose, he/she completes the registration procedure through the Site and the Registration Form available therein. At the moment of registration of the User Account between the Service Provider and the User, the Agreement is concluded for an indefinite period of time, provided that the User has fulfilled the conditions indicated in point 3 of the Regulations. The User has access to the Account through his login, in the form of an e-mail address and his password.

4.2 The Service may send e-mails to active Users regarding changes in the use of the Services.

4.3 You are responsible for what happens on and through your Account (unless your Account has been hacked by a third party). Therefore, you may not share your Account with any third party, and you are responsible for keeping your login and password confidential. If the User notices that someone unauthorized is using or has used his Account, he is obliged to inform the Service Provider immediately. The Account is also non-transferable and non-transferable.

4.4 The User is obliged to provide in the Registration Form a valid electronic mail address (e-mail) to enable the account activation link to be sent to him/her, as well as his/her name, company name and the password to the User's Account.

4.5 If the User loses his/her password, he/she has access to the option , "password reminder", in which he/she receives a link to the e-mail address provided at registration, with the possibility of setting a new password.

4.6 The User is obliged to verify the correctness of the electronic mail address (e-mail), provided during the registration process. In case of failure to verify within 14 (in words: fourteen) days, counting from the day of registration, the Service Provider reserves the right to limit or deprive the functionality of the Account until the correctness of the provided e-mail address is verified.

4.7 The User enters basic information about his/her profile and profile of his/her business in the User's Account, including: first name, last name, email address, company data, geolocation data and optionally payment card number.

5. GENERAL OBLIGATIONS OF THE PARTIES

5.1 The Service is available to Users and Customers 24 hours a day. The Service Provider reserves the right to short interruptions resulting from periodic maintenance of the Site, including the System, or caused by random events.

5.2 The Service Provider undertakes to promptly repair any malfunctions or failures that prevent or impede access to the Service.

5.3 By using the Service, by adding to the Platform permanently, the User agrees to receive VAT invoices from the Service Provider electronically, in accordance with Article 106n (1) of the Act of March 11, 2004 (Journal of Laws 2004 No. 54 item 535 as amended) on Value Added Tax.

5.4 Users, undertake to use the Services in a manner that does not violate the rights of third parties (personal rights, copyrights), good customs and the law.

5.5 The User is the owner of all content uploaded to the Site using the Service, for which the Service Provider is not responsible.

5.6 If the Service Provider receives a report on the unlawful nature of the data posted by the User on the Service, the Service Provider shall have the right, pursuant to Article 14 of the

Act of July 18, 2002 on the provision of electronic services, to prevent access to the User's data. In such a case, the User will be notified that the User's Account has been blocked and the User is unable to use the Website.

5.7 The User allows the Service Provider to install tools which allow remote access to the server or servers on which the System databases are located.

5.8 The prerequisite for using the Service by the User is to have an efficient Internet connection to access the Service.

6. PAYMENTS

6.1 All payments on the Site will be made through a Payment Operator, consistent with the internal rules and regulations for making payments through the relevant tools, including Stripe. The rules of the Stripe system are set forth in separate Stripe regulations.

6.2 Paid Subscription Plans require payment of a fee.

6.3 The fee is paid in advance. It does not apply to the Test Period of using the Service in accordance with the Price List.

6.4 Payments may also be made by ordinary bank transfers directly to the Service Provider's account. The account number will be provided on the User's Account in the tab , "Payments" or on the Pro Forma Invoice.

6.5 The fee is paid for a month counted as 30 days.

6.6 The Fee may be reduced by the discount given in case of paying more months in advance in accordance with the rules indicated in the Price List.

6.7 The amount of Subscription plans as well as discounts and individual features is specified in the Price List of the Service available on the website of the Service.

6.8 An unpaid account is automatically blocked. Access is restored upon payment of the Service fee.

6.9 Invoices for the Services will be sent only electronically, i.e. to the e-mail address of the administrator of a given account established on the Service.

7. PAID SUBSCRIPTION

7.1 The choice of a Subscription Plan is made by the User, and the Service Provider, without the User's decision to purchase a paid plan, will not charge the User any fees for the use of the Service.

7.2 The User has the right to choose the Subscription Plan that best suits his/her needs, in accordance with the Price List.

7.3 In order to purchase the Paid Service offered by the Service Provider in the form of a Subscription Plan, the User shall select the selected Subscription option in his/her User Account and then specify whether a VAT invoice is to be issued for the Services provided. The User is obliged to provide correct data necessary for issuing a VAT invoice, including the Tax Identification Number. A foreign User, who has a European TIN, is obliged to supplement his/her company data with this TIN number.

7.4 If the Service is selected as a paid option, the User is obliged to pay the amount indicated on the payment form. The amount indicated on the payment form is consistent with the amount indicated in the Price List, but may be reduced by the amount of the discount due to the length of the paid Subscription and the amount of the discount due to occasional promotional campaigns conducted by the Service Provider or its cooperating entities.

7.5 The discount to which the User is entitled due to the length of the paid Subscription may be combined with only one discount to which the User is entitled due to occasional promotional actions conducted by the Service Provider or its cooperating entities.

7.6 The discounts to which the User is entitled due to occasional promotional actions conducted separately by the Service Provider or its cooperating entities are not cumulative - the promotions do not merge.

7.7 The discount to which the User is entitled due to promotional actions conducted by the Service Provider and its cooperating entities may be used by the User by entering the discount code on the payment form. The unused discount shall not be transferred to payments made in subsequent Settlement Periods and the User shall not be entitled to any financial compensation or subscription extension for the unused discount.

7.8 The User, wishing to access a feature that is not present in the Subscription Plan purchased or used by the User, is required to change the Subscription Plan to a higher one in accordance with the Price List.

7.9 The Service will be made available upon confirmation of the crediting of funds to the Service Provider's account.

8. TESTING PERIOD

8.1 Upon creation of an Account, the User is entitled to a free seven-day access to the limited features of the Service, including the features of the System in order to become familiar with the features offered in the various Subscription Plans.

8.2 The Subscription Plan active after account creation shall be in accordance with the plan selected by the User during registration.

8.3 At the end of the seven-day free Test Period, the Service will inform the User about the rules of use of the Service with respect to the currently tested Subscription Plan on the account. The User will be informed of the option to make a subscription payment in order to retain access to the full functionality of the account in the selected Subscription Plan or to change to another Subscription Plan.

8.4 This section of the terms and conditions (8. Test Period) is effective from January 1, 2024. Until December 31, 2023, the use of the platform is free for everyone (extended test period until December 31, 2023).

9. CHANGE OF SUBSCRIPTION PLAN

9.1 The User may change the Subscription Plan from the one currently in use to another paid plan at any time.

9.2 Changing the Subscription Plan from a higher to a lower one involves a limitation of account functionality in accordance with the Price List.

9.3 The limitation of the account functionality may result in the lack of access to some of the data stored on the User's account.

9.4 The Service Provider is not responsible for any loss of data caused by the change of the Subscription Plan from a higher to a lower one.

10. CONFIDENTIALITY

10.1 The Parties mutually undertake to keep confidential any information obtained during the execution of the Agreement, which they may suspect to be confidential business information or to be treated as such by the other Party. In particular, such data shall be considered as: personal data of persons entered into the System, personal data of the Users, financial data of the Users and their contractors, data indicated on the Agreements, uploaded to the System by the User.

10.2 The User as a Personal Data Administrator entrusts the processing of the set of personal data contained in the System to the Service Provider in accordance with the Privacy Policy.

10.3 The Service Provider guarantees that only the Service Provider's employees or persons performing work for the Service Provider on the basis of other legal relationship shall be allowed to process the personal data from the System.

11. NOTIFICATIONS AND NEWSLETTER

11.1 The Service also includes a newsletter, the use of which is free of charge. The User may unsubscribe from the newsletter at any time by sending an appropriate request to the Service Provider, including, in particular, by activating the relevant link included in the footer of each message sent within the newsletter.

11.2 The use of the newsletter is fully voluntary. Activation of the newsletter service is done by checking the appropriate checkbox in the User's settings panel on the Site.

12. LIABILITY

12.1 The Service Provider shall not be liable for damages:

12.1.1 resulting from the User's fault, under the following circumstances: (a) the User's violation of the provisions of these Terms and Conditions, (b) the User's provision of login data to the Account to third parties, (c) improper use of the Site and the System, including the Service, (d) improper use of the System's recommendations;

12.1.2 arising as a result of data and information entered into the platform and estimates and analyses made by the System on this basis. The User shall not be entitled to claim from the Service Provider any financial/compensation or otherwise, as a result of the consequences of the use of RES installations based on the estimates of the System tools. The System is only a supporting tool.

12.1.3 dangers related to the use of the network: hacking attacks, virus infection of the system or similar events;

12.1.4 arising as a result of limitation, interruption or discontinuance of the provision of the Services to the User due to violation of the Terms of Use by the User;

12.1.5 resulting from information and materials downloaded, posted on the Site or sent via the Internet by the Client or the User;

12.1.6 caused by external factors (e.g. failure of the Site, including System failure) or other circumstances beyond the Service Provider's control (actions of third parties), including those caused by the User;

12.1.7 caused by the User providing false, outdated or incomplete data or information;

12.1.8 caused by malfunctions of other systems that are not maintained by the Service Provider and affect the operation of the Site, including the System, including the Internet;

12.1.9 caused by failure to perform or improper performance of operations performed through the Service, if caused by a teletransmission or technical defect, equipment failure or interruption of the connection;

12.1.10 caused by the lack of continuity of delivery of the Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.).

13. COMPLAINTS

13.1 The User has the right to file a complaint. A complaint should contain at least data allowing identification of the User and indication of justified objections and comments to the Services. Complaints may be filed in accordance with the general rules expressed in the law.

13.2 A complaint should be filed no later than within 14 days from the date of occurrence of the event that is the subject of the complaint.

13.3 The Service Provider shall consider complaints within 14 working days, unless the User has not described the subject and scope of the complaint in a manner that allows it to be

considered, or has not provided data allowing the User to be identified. In such a case, the time limit for processing the complaint runs from the date on which the User provided the Service Provider with the missing information.

13.4 The Service Provider shall send a response to the complaint to the address indicated by the User in his/her complaint submission or in another form chosen by the User (telephone/e-mail address).

13.5 The subject of the Complaint may not be possible minor errors in the operation of the Service, not causing loss or damage to the data stored in the User's or Client's device. The subject of the Complaint may also not be the final shape of the documents and recommendations provided to the User or the Customer, including estimates and analyses prepared with the help of the System's tools, as well as recommendations on RES sources. The System is only a supporting tool.

13.6 In matters not regulated, the provisions of the Civil Code shall apply.

14. USER AND CUSTOMER SERVICE

14.1 In case of problems with the operation of the Site or other types of problems related to the provision of the Services, the User/Client should contact the Service Provider by e-mail addressed to: contact@solarespro.com.

14.2 If the report concerns an error occurring on the Site including the System, the User/Client should describe the error as accurately as possible so that the Service Provider can immediately proceed to correct it.

15. TERMINATION OF CONTRACT

15.1 The User may withdraw from the Contract concluded with the Service Provider - pursuant to the provisions of the law, without giving any reason, within 14 days from the date of its conclusion. The deadline is considered to have been met if, before its expiration, the User sends a statement of withdrawal from the Agreement to the e-mail address or deletes the User's account.

15.2 The right of withdrawal from an off-premises or distance contract does not apply to service contracts, if the trader has fully performed the service with the express consent of the consumer, who was informed before the performance of the service by the trader that after the trader's performance he/she will lose the right of withdrawal.

15.3 In case the User loses the right to represent the enterprise at which he uses the System or any other right related to the possibility of managing a business entity, his User Account may be automatically blocked and/or deleted.

16. CHANGE OF TERMS OF USE

16.1 The Service Provider may change these Terms and Conditions for important legal reasons (change of generally applicable laws relating to the Service Provider's business or the form of the Service Provider's business) or technical reasons (e.g. modernization of the Service's infrastructure or the entire System) or as needed.

16.2 Users will be informed of changes to the Terms and Conditions in an email sent 7 (seven) days before the new Terms and Conditions take effect. The aforementioned changes shall be binding on the User, unless the User terminates the Agreement within 7 days, counting from the day following the day on which the User received the aforementioned notification.

16.3 Provision of the Services commenced prior to an amendment to the Regulations shall be subject to the provisions of the Regulations in the version in effect at the time of commencement of the Services until the end of the billing period. Amendments to the Terms of Service may not violate the Users' acquired rights.

17. FINAL PROVISIONS

17.1 Polish law shall govern the obligations arising from the Regulations. Contracts are concluded in the Polish language.

17.2 The User and the Customer have the possibility to use alternative methods of dispute resolution (ADR - Alternative Dispute Resolution) to court proceedings, in particular through mediation, conciliation or arbitration (arbitration court).

17.3 The User and the Customer may also make use of out-of-court means of dealing with complaints and claims by submitting their complaint through the EU ODR web application available at: <http://ec.europa.eu/consumers/odr/>

17.4 If either the User or the Customer does not wish to use ADR or ODR, any disputes arising under the Terms and Conditions or the Services will be resolved by a court of law.

17.5 Disputes arising between the Service Provider and the User or Client shall be submitted to the court having jurisdiction over the seat of the Service Provider.

Effective date of the Regulations: November 1, 2023.