

# Terms of Service

Update Date: 17 Jan, 2025

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Welcome to VOLTHA ENERGY CLOUD! These Terms of Service ("**Terms**") govern your access to and use of the VOLTHA ENERGY CLOUD Services, including our mobile application, web application, APIs, email notifications, commerce services, and other services we may provide from time to time that link to these Terms (collectively, the "**Services**"), and any information, image, text and device data interacting with the Services (collectively, the "**Content**"). You agree to bound by these Terms before you use the Services.

## 1. Who We Are

The Terms are legal agreement between You and ATON GREEN ENERGY S.a.r.l., a company incorporated in Monaco (referred as "ATON GREEN ENERGY S.a.r.l.", "we", "us" or "our").

We provide VOLTHA ENERGY CLOUD Services, which enable you to manage, maintain, and monitor your PV Plant and associated devices. Our Services may also provide access to specific features, content, and services offered by third parties. In such cases, the terms and conditions provided by the respective third-party service providers will apply.

## 2. Who May Use Services

You may only use the Services if you agree to enter into this binding contract with us and are not prohibited from receiving services under the laws of your jurisdiction. Additionally, you must be at least 18 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or any other legal entity, you represent and warrant that you have the authority to do so and bind the entity to these Terms. In such cases, references to "you" and "your" in these Terms pertain to the entity you represent.

## 3. Privacy Protection

Our Privacy Policy outlines how we process the personal information you provide to us when using the Services. By using the Services, you acknowledge that you consent to the collection and use of your personal information, including the transfer the transfer of this information by us and our affiliates. Please be aware that we may offer different versions of the Privacy Policy to users in different regions. Therefore, it is important that you review the appropriate version of the Privacy Policy that pertains to your specific region.

## 4. Content on the Services



## **Content You Provided**

You are solely responsible for your use of the Services and the Content you provide, ensuring compliance with applicable laws, rules, and regulations. It is important to understand that any reliance on Content or materials posted or obtained through the Services is at your own risk. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services. The creator of the Content bears full responsibility for its creation, legality, and consequences.

While we may not actively monitor or exercise control over the Content posted via the Services, we cannot be held liable for such Content. However, we reserve the right to remove any Content that violates the Terms, including but not limited to instances of copyright or trademark infringements, intellectual property misappropriation, impersonation, unlawful conduct, or harassment. We encourage users to report any inappropriate or violating Content to us, enabling us to take appropriate action. Please note that while we strive to promptly address such reports, we cannot guarantee the immediate removal of Content or prevent its reposting.

## **Grant Rights of Content**

By submitting, posting, or displaying Content through the Services and collecting, monitoring and analyzing the PV Plant Data by the Services, you grant us a worldwide, non-exclusive, royalty-free license and sublicense to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content and Derivative Content in any and all media or distribution methods, now known or later developed. This license allows us to make your Content available to the rest of the world and permit others to do the same.

You also agree that this license includes the right to analyze the text and other data you provide and Services collect in order to improve the Services and improve our Inverter Product and other Device Product. We may share your Content with our affiliates, partnership companies and other organizations we established the cooperation relationship. If the shared Content contain any personal information, we will process as our Privacy Policy.

By submitting, posting or displaying Content through the Services, you represent and warrant that you have obtained all necessary rights, licenses, consents, permissions, power, and authority to grant the rights granted herein for any Content you submit. You further agree that your Content will not infringe upon or violate any copyright or other proprietary rights of third parties, unless you have obtained the necessary permission or are legally entitled to post such material and grant us the license described above.

## **5. Using the Services**

We reserve the right to publish and update any Rules and Policies for our Service. These guidelines outline prohibited conduct on the Services. Your use of the Services must comply with these Terms and applicable laws.

## **Your Account**



To access our services on an ongoing basis, you will need to create an account. You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we strongly recommend that you use that password only for your VOLTHA ENERGY CLOUD account. We cannot and will not be held liable for any loss or damage resulting from your failure to comply with the above requirements.

While you have the ability to control most of the communications you receive from the Services, please note that there may be certain essential communications, including service announcements and administrative messages, that we may need to send you. These communications are crucial for the functioning of the Services and your account, and you may not be able to opt out of receiving them.

If you have provided your phone number or your email address for your account and you subsequently change or deactivate that phone number or email address, it is your responsibility to update your account information to prevent any communication from reaching someone who acquires your old number and email address.

### **Software in the Services**

You are granted a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the software provided with the Services. This license is specifically for the purpose of enabling you to use and enjoy the benefits of the Services as offered on VOLTHA ENERGY CLOUD, in accordance with the Terms.

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

The Services are protected by copyright, trademark, and other applicable laws. All ownership rights to the Services, excluding user-provided content, are retained by us and our licensors.

### **Restrictions on the Services**

Our Services are subject to continuous evolution and may undergo periodic changes at our discretion. We reserve the right to permanently or temporarily cease providing the Services to you and other users in general. We also have the discretion to establish usage and storage limitations, remove or decline the distribution of Content, suspend or terminate user account, and reclaim username as deemed appropriate. These actions may be taken to safeguard our Services or our users, comply with applicable laws or orders, address violations of our Terms, Rules and Policies, protect intellectual property or other rights of third parties, mitigate legal or regulatory risks, or in cases of prolonged inactivity on your account.

To grant you access to and use of the Services, we reserve the right to access, read, preserve, and disclose any necessary information. This includes information that we reasonably believe is required for the following purposes: (i) to comply with applicable laws, regulations, legal processes, or government requests; (ii) to enforce the Terms, including investigating potential violations; (iii) to detect, prevent, or address fraud, security issues, or technical problems; (iv) to respond to user support inquiries; or (v) to protect the rights,



property, or safety of VOLTHA ENERGY CLOUD Service, its users, and the public interest. We process personal information in accordance with our Privacy Policy, and we do not disclose or share it with third parties, except as outlined in the Privacy Policy.

### **Third-Party Services**

We will provide clear and conspicuous notice or disclosure whenever third-party service providers offer certain services or features on VOLTHA ENERGY CLOUD Services. This notice will inform users that these services or features are provided by third parties and may be subject to separate terms and privacy policies. Before using such services, you will have the opportunity to review and accept the specific terms and policies associated with the third-party services on the VOLTHA ENERGY CLOUD platform. We will keep transparency and provide users with the necessary information to make informed decisions when engaging with third-party services or features integrated within our platform.

### **Misuse of the Services**

You agree not to misuse our Services. While accessing or using the Services, you must not:

- ☞ Access or use other's account and the non-public areas of the Services and information system.
- ☞ Attack or gain unauthorized access to our system and Breach or circumvent any security or authentication measures implemented by us.
- ☞ Misuse our reporting or customer service mechanism for malicious purposes.
- ☞ Use our services to plan or commit any crime or do anything else that is illegal

Engaging in any actions that facilitate or assist others in violating the Terms, including distributing products or services that encourage such violations, is also strictly prohibited.

## **6. Terminating the Terms**

### **Your right to terminate**

You have the option to terminate your legal agreement with us. To terminate this agreement, you may delete your VOLTHA ENERGY CLOUD account through the Settings page in mobile application and discontinue use of the services.

You can gain comprehensive understanding of how your personal information is managed and the specific procedures regarding data upon account deactivation, it is highly advisable to carefully review our Privacy Policy. The Privacy Policy will offer detailed information on how your personal data is collected, stored, used, and protected.

### **Our right to terminate**

Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion for the following reasons:

- ☞ Breach of the Terms, our rules, and policies, or additional terms applicable to specific services and products.
- ☞ Compliance with a legal requirement or court order.

- ☞ Reasonable belief that termination is necessary to prevent harm to you, us, other users, or third parties.
- ☞ Account inactivity for an extended period exceeding one year.
- ☞ Continuing to allow your account to remain active, providing access to services or hosting your content, poses risks to us, other users, or third parties.

## **7. Limitations of Liability**

Your access to and use of our Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. When you access and use our Services, you understand and consent that ATON GREEN ENERGY S.a.r.l., along with its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors, shall have their liability limited to the highest extent permitted under the laws of your country of residence. In no event shall the aggregate liability of ATON GREEN ENERGY S.a.r.l. exceed the amount you paid us, if any, in the past six months for the services giving rise to the claim.

## **8. Dispute Resolution and Jurisdiction**

We believe that most disputes can be resolved informally. In the event of a dispute, we strongly encourage you to first contact us directly to seek a resolution by sending email to us. We will attempt to resolve any disputes you have with us informally and expeditiously.

These Terms will be governed by the laws of the Italian Republic. Any legal proceedings must take place in Italy's courts, to which you consent and submit. However, if your country or region has additional or differing legal regulations, we will respect and adhere to these as required.

## **9. General**

We reserve the right to update or modify these Terms periodically. The revised version of the Terms will be available on the VOLTHA ENERGY CLOUD Service and will govern our relationship with you. Changes to the Terms will not be applied retroactively.

We are committed to providing advance notice of any significant changes that affect the rights or obligations of any party to these Terms, unless the changes are related to new functions or required by law. This notice will typically be delivered through service notification or email sent to the email address associated with your account. By continuing to access or use our Services after the revised Terms become effective, you agree to be bound by them.

While the Terms may be translated into multiple languages for your convenience, in the event of any discrepancies or inconsistencies between the translations, the English version of the Terms will take precedence. Although we make efforts to provide accurate translations, the English language version of the Terms shall prevail.



We encourage the resolution of disputes through informal means whenever possible. If you have any concerns or issues with the services, we kindly request that you reach out to us to discuss and attempt to resolve the matter before initiating a lawsuit or arbitration.

In the event that any provision of these Terms is held to be invalid or unenforceable, that specific provision will be limited or eliminated to the minimum extent necessary to make the remaining provisions of these Terms valid and enforceable. The remaining provisions will continue to be in full force and effect.

If you have any inquiries or concerns regarding these Terms, please feel free to contact us using the following methods:

Email: [info@atongreenenergy.com](mailto:info@atongreenenergy.com)

[END]