

TERMS OF USE TAYLOR MOBILE APPLICATION

1. Introduction

These terms and conditions of use (**Terms**) describe the terms and conditions applicable to the use of the taylor.dashboard (the **App**).

The App is operated and managed by Taylor Technologies B.V., a private company with limited liability, organized and existing under Dutch law, with its registered office and its official address at (5617 BD) Eindhoven at Torenallee 32 | 14, registered with the trade register of the Chamber of Commerce under number 80237193, with office address Automotive Campus 30, 5708 JZ, Helmond, the Netherlands, or any of its affiliates (**Taylor or we or us**).

The App can only be used in conjunction with the Integrated Cell-string optimizer, a Taylor product that optimizes the performance of solar cells (the **Optimizer**).

2. Applicability

These Terms apply to the use of the App. By using the App (which includes downloading and installing the App) you as a user (**User or you**) accept these Terms. These Terms can also be viewed, downloaded and printed from our website www.taylor.solar/support.

Where the App uses third party services, it is possible that the general terms and conditions and/or privacy and cookie policy of those third parties will also apply. Taylor is not responsible for the services of third parties and their privacy and cookie policies. In case of any contradiction, the provisions in these Terms shall prevail.

Taylor reserves the right to amend these Terms from time to time.

3. License

Taylor grants User a non-exclusive, non-sublicensable and non-transferable license to use the App. User is not allowed to use the App for commercial purposes.

Without Taylor's prior consent, User is not allowed to make the App available or sell it to third parties in any way or to decompile, reverse engineer or modify the App or have it decompiled. Also User is not allowed to remove or have removed any technical provisions for the protection of the App.

Taylor has the right at any time to modify the App, to change or remove any data or information, to deny User the use of the App by terminating the license, to restrict the use of the App and/or to deny User access to the App in whole or in part, temporarily or permanently. Taylor will inform User in the manner Taylor deems appropriate.

4. Use of the App

The use of the App is for User's own account and risk.

The registration of a User is carried out by Taylor. After receiving the confirmation of registration, User can access the App. The provisions in Article 7 (privacy) apply to the processing of (personal) information that takes place through the App.

User is obliged to inform Taylor immediately if his/her personal data changes. This can be done by email at support@taylor.solar.

To be able to use the App, User needs to have the necessary equipment (including the Optimizer), system software and (internet) available at its own expense.

5. Intellectual property rights

All intellectual property rights and/or similar rights to the (content and design of the) App, including the underlying software, images, video and audio clips, are solely and exclusively owned by Taylor and/or its licensors.

User shall at all times respect and observe the good name and reputation of Taylor and shall ensure that its use of the App does not in any way harm the rights and/or the good name and reputation of Taylor.

6. Liability

The App has been compiled with the greatest care. However, Taylor cannot guarantee that the App will at all times be available or will work without interruptions, errors or defects, or that the information in the App is complete, correct and/or up-to-date.

Taylor is not liable for any damage or personal injury resulting from Users' use of the App. The limitation of liability referred to in this Article 6 shall not apply if the liability for damage is caused by Taylor's wilfulness or gross negligence.

User hereby indemnifies and holds Taylor harmless from all third party claims arising from the use of the App and the correct or incorrect execution of legal and/or contractual obligations towards Taylor, other users of the App or any third parties. User shall reimburse Taylor for all damages and costs resulting from such claims.

7. Privacy

Our privacy statement applies to the processing of the personal data of Users through the App. Our privacy statement can be viewed, downloaded and printed from our website www.taylor.solar/support.

8. Termination of the use of the App

User may terminate the use of the App at any time by deleting or uninstalling the App from his mobile device. However, Taylor hereby emphasizes that this does not terminate the operation of the Optimizer. Termination of the operation of the Optimizer may be done using the uninstall/remove instructions, as provided by Taylor.

9. Governing Law, Dispute Resolution

These Terms are exclusively governed by Dutch law and do not in any way affect the legal rights of a User, in case User is a consumer.

Any disputes relating to these Terms or Users use of the App will be submitted to the competent Dutch court.

10. Contact

If you have any questions about the App or these Terms, please contact us at support@taylor.solar.

Version January 2022.