GENERAL TERMS OF USE OF THE SMART ELECTRO SYSTEM SOFTWARE PRODUCT

These internal rules govern the relationship between the Boiler Management Software Provider (hereinafter referred to as "Provider") and its Customers (hereinafter referred to as "Client").

The use of the software program is subject to the conclusion of a contract between the Supplier and the Customer.

The Customer undertakes to familiarize himself with and comply with these rules, as well as to act in accordance with the instructions and recommendations of the Supplier.

Smart Electro System is a software product representing a system for managing electric boilers and other electrical and other consumers and optimizing electricity costs. Users have the opportunity to conclude contracts for the purchase and sale and delivery of the products offered by the Supplier at the address smartelectrosystem.com, where, upon registration, each User will receive basic information by email with a link referring to the documents that are necessary for the service provided, namely :

* Manages the electrical consumers in your facility in a fully automated manner according to the exchange prices of electricity

* Reduces hot water costs from 30 to 110% (depending on the configuration of your system: Photovoltaic installation, Solar installation, electricity sales contract, etc.)

* It is self-learning, analyzes and optimizes consumption and distribution and based on accumulated statistics

* Ability to create power purchase rules. (For example: purchase at a negative price, at a price lower than other energy carriers such as: Gas, pellets, etc.)

* Ability to manage local heating with electricity.

* Optimizes heat energy losses.

* Automatic synchronization with reservation systems.

* It reports the consumption of hot water and cold water (software Water Meter).

* It reports the consumed electricity, as well as the costs for it based on consumption and exchange prices, as well as the consumed electricity for hot water and prepares reports for a set period (Software Electric Meter).

* Forecasts produced current from a photovoltaic installation for a future period based on a weather forecast, as well as data from the Inverter for consumed and produced current.

* Function for photovoltaic installations to operate as solar hot water installations without consuming electricity from the grid

* Accounting of produced thermal energy from a solar installation and accounting of the funds saved from it.

* It calculates the saved funds for electricity from a photovoltaic installation according to the exchange price and the hourly consumption at the site in real time.

* Automatic import of data from photovoltaic systems and synchronization with different models of inverters.

* It reports all electricity consumption in the site, as well as the price in real time and prepares reports for a set period.

* Reports sold current and price in real time and prepares reports for a set period.

* It reports the amount spent on hot water and prepares reports for a set period.

* Automatically triggers switching on according to the hours with the lowest electricity prices and switching off electric water heaters in the presence or absence of consumers in the site.

* Effectively absorbs the excess current produced by a photovoltaic installation.

* Prevents electricity from being sold at a zero or negative price.

* Software protection against overloading the network, which allows, regardless of the capacity of your network, to use consumers with a total power many times exceeding the maximum capacity allocated to you.

* It optimizes the average price of the sold current from a photovoltaic installation.

* It serves to optimize the costs of Gas and other energy sources in a combined hot water system: electricity/(gas, etc.).

* It prepares statistics on the electricity sold from charging stations for Electric cars, including calculating the electricity costs and realized profit based on the current prices on the stock exchange.

* Automatically updates price per KW for charging stations for Electric cars according to pre-set rules against the exchange price.

* Automatically adjusts the permissible maximum power of charging stations for Electric cars according to the available free current in the site and the maximum permissible.

* It calculates how much you would save if you had a Power Storage Battery based on past consumption data and market power prices.

* It calculates how much you could save further if you increased the capacity of your PV installation based on past consumption data and market electricity prices.

Art. 1. The supplier of the software product organizes the delivery of the goods and guarantees the rights of the Clients provided for by law, within the framework of good faith, according to the practice of Client and commercial law. criteria and conditions.

Art. 2. (1) The Customer and the Supplier on the Smart Electro System platform agree that all statements between them in connection with the conclusion and execution of the sales contract can be made electronically and through electronic statements within the meaning of the Law on Electronic document and the electronic signature and Art. 11 of the Electronic Commerce Act. The concluded contract is an electronic document within the meaning of Art. 3 of the Electronic Document and Electronic Signature Act.

Art. 3. (1) The Customer concludes a contract for the purchase and sale of the goods with the Supplier in the management system platform, at the address Smart Electro System. The contract is concluded in Bulgarian or English and is stored in the Supplier's database on the platform.

(2) Pursuant to the contract concluded with the Customer for the purchase and sale of goods, the Supplier in the Smart Electro System platform undertakes to organize the delivery and transfer of ownership to the Customer of the goods specified by him through the interface in the platform. Users have the right to correct errors made when entering information and their own data in the contract, but not later than making the statement on concluding the contract in the Smart Electro System platform.

(3) Users shall pay the Supplier of the Smart Electro System platform remuneration for the delivered products in accordance with the conditions set on the electronic website and the Smart Electro System platform and the present general terms and conditions. The remuneration is in the amount of the price announced on the Smart Electro System platform: https: //smartelectrosystem.com/tariffs.php

(4) The software product is sold separately in case the Customer purchased the device from Shelly, Pro Smart or another supported https://smartelectrosystem.com from or together with the respective selected device. The user receives a two-year warranty for the purchased device. In the event of a defect in the device, the Supplier undertakes to provide assistance to the Customer in connection with the warranty and its replacement.

(5) The supplier is not responsible, but provides assistance to the customer in case of a problem or defect of the device itself.

Art. 4. (1) The software is provided to the Customer for the management of boilers and other electrical consumers, according to the agreed terms and capabilities of the program.

(2) Any use of the software other than as agreed with the Supplier is prohibited.

Art. 5. (1) The main characteristics of the goods offered by the Supplier on the platform are defined in the profile of each good on the Smart Electro System platform

(2) The price of the goods, including all taxes and fees, is determined by the Supplier on the Smart Electro System platform.

(3) The methods of payment, delivery and execution of the contract are defined in the present general conditions and the information provided to the Customer through the mechanisms in the Smart Electro System platform.

(4) The information provided to the Customer under this article is current at the time of its visualization on the Smart Electro System platform before the conclusion of the purchase and sale contract.

(5) Users agree that all information required by the Customer Protection Act can be provided through the platform interface or e-mail.

Art. 6. (1) The customer is obliged to maintain a positive balance on his Smart Electro System account.

(2) In cases where the balance is negative for 30 days, the Provider has the right to terminate the contract and suspend the client's access to the software.

(2) The Customer pays for the goods to the Supplier's bank account or by payment on the Smart Electro System platform.

(4) The customer can pay the price for the individual sales contracts at once when placing the order for the goods or upon their delivery.

Art. 7. It is assumed that the electronic statements made by the Customer on the electronic page and on the Smart Electro System software application were made by the persons indicated in the data provided by the Users during registration, if the Customer has entered the corresponding name and password for access.

REGISTRATION TO USE Smart Electro System

Art. 8. (1) In order to use the Smart Electro System software product, it is necessary to conclude a contract for the purchase and sale of the goods. In order to conclude one, the Customer should register on the website https://smartelectrosystem.com/, after which he will receive all the necessary documents by email. For transparency and fairness to customers, these documents will be available on the website.

(2) With the registration of the electronic address: https://smartelectrosystem.com/, it is considered that each User has given his consent to the processing of his personal data, according to Regulation EU 2016/679 of the European Parliament and of the Council and has accepted these general conditions.

(3) The name and password for remote access are determined by the Customer, by performing an online registration on the Supplier's website on the Smart Electro System platform, in accordance with the procedure specified therein.

(3) By filling in his data in the Registration Form, the Customer declares that he is familiar with these general conditions, agrees with their content and undertakes to unconditionally comply with them.

(4) The Provider confirms the Registration made by the Customer. With registration, a Customer account is created. In order for a contract to be concluded, the Customer must register on the website: https://smartelectrosystem.com/

(5) When registering or placing an order, the Customer undertakes to provide correct and up-to-date data. The customer undertakes to promptly update the data indicated in his registration or order in the event of a change.

TECHNICAL REQUIREMENTS FOR USE OF Smart Electro System and RESPONSIBILITIES

Art. 9. (1) The technical operation of the software product and the correct reporting is directly related to Wi-Fi device and Internet network. The product works when connected to the Internet, which is provided by the Customer. The Provider is not responsible for inaccuracies in reporting due to reasons related to the Internet connection of the Client.

(2) In cases where the device does not work due to a lack of Internet connection, the Customer receives a notification and is obliged to provide the necessary Internet connection for the software.

Art. 10. (1) Customers mainly use the interface of the Supplier's page on the Smart Electro System platform to enter into contracts for the purchase and sale of the goods offered by the suppliers on the Smart Electro System platform.

Art. 11. These general rules apply to all customers, without exception, who have placed orders for goods offered by Smart Electro System.

Art. 12. Each customer can conclude the contract for the purchase and sale of the goods on the Smart Electro System platform.

Art. 13. The supplier provides maintenance and software updates, according to the concluded contract.

Art. 14 (1) In case of technical problems or if necessary, the Customer can contact the Supplier by email and phone indicated on the contact page: https://smartelectrosystem.com/contact.php

(2) The Customer is obliged to follow all instructions and recommendations provided by the Supplier in order to avoid technical problems and damages. The instructions are published on the site: https://smartelectrosystem.com/.

(3) The Customer is obliged to follow all instructions and recommendations provided by the Supplier in order to avoid technical problems and damages. In the event of a discrepancy in the operation of the software, the Provider undertakes to take the necessary measures to resolve the problem within a reasonable time.

Art. 15. The Customer undertakes to indemnify and hold harmless the Provider on the Smart Electro System platform from legal claims and other claims of third parties (whether justified or not), for all damages and costs (including attorney's fees and court costs), resulting from or in connection with failure to fulfill any of the obligations under this contract, violation of copyright, production, broadcasting rights or other rights on intellectual or industrial property, for damages caused due to illegal transfer to other persons of the rights granted to the Customer , for the term and under the terms of the contract, as well as in case of false declaration of the presence or absence of the quality of Customer within the meaning of the Law on the Protection of Customers.

Art. 16. (1) In case of non-conformity in the operation of the software or in the case of the Client's failure to deal with the software, the Supplier undertakes to take the necessary measures to resolve the problem within a reasonable time and upon prior agreement with the client.

(2) The Provider shall provide assistance and clarifications to the Client as necessary in connection with the software application.

(3) The Supplier provides assistance to the Customer in the event of a device malfunction before the Manufacturer or Importer during the warranty period.

(4) The Supplier is not liable for damages resulting from improper use of the software by the Customer.

(5) In order to help the Customer at the Internet address https://smartelectrosystem.com/ on the "Demo" button there is real data in real time of a real object that uses the software, which is shown how the software product works.

(6) The Provider is not responsible for damages resulting from incorrect use of the software by the Customer or from the incorrect reading of the indicators due to the lack of connection of the device to the Internet.

Art. 17. (1) The provider is not responsible in case of force majeure, random events, Internet problems, technical or other objective reasons, including orders of the competent state authorities.

(2) The provider is not responsible for the time during which the platform was not available due to force majeure.

Art. 18. (1) The Provider is not responsible for damages caused by the Customer to third parties in connection with the use of the software.

(2) The Supplier is not responsible for property or non-property damages, expressed in lost profits or suffered damages, caused to the Customer in the process of using or not using the Smart Electro System and concluding sales contracts with the Supplier.

(3) The supplier is not responsible for damages from comments, opinions and publications under the products, news and articles on the Smart Electro System platform.

Art. 19. (1) The supplier is not responsible in case of overcoming the security measures of the technical equipment and this results in loss of information, dissemination of information, access to information, restriction of access to information and other similar consequences.

(2) The Supplier shall not be liable in the event of the conclusion of a sales contract, provision of access to information, loss or change of data occurring as a result of false identification of a third party posing as the Customer.

Art. 20. The Supplier is not responsible in cases where the Supplier does not meet the delivery deadline due to a delay by the manufacturer/importer of the same.

Art. 21. In case of force majeure, the Supplier is not responsible for delay or non-performance.

Art. 22. (1) The Supplier and the Customer undertake to keep confidential all data related to the software and its use.

(2) The customer is responsible for protecting his user data and passwords and has no right to share them with third parties. Any security breach or suspected security breach must be reported to the Provider immediately.

Art. 23. (1) The Customer and the Supplier in the Smart Electro System platform undertake to protect each other's rights and legal interests, as well as to protect their trade secrets, which became their knowledge in the process of executing the contract and these general terms and conditions.

(2) The Customer and the Supplier undertake, during and after the expiration of the contract period, not to make public the written or oral correspondence between them. Publication of correspondence in print and electronic media, Internet forums, private or public websites, etc. may be considered public domain.

GENERAL AGREEMENTS

Art. 24. (1) The Supplier and the Customer conclude separate contracts for the purchase and sale of more than one goods, when it is not possible or not in the interest of the parties to conclude a common contract.

(2) The supplier may organize together and simultaneously the delivery of the goods ordered with the separate sales contracts.

(3) The rights of the Customers in relation to the delivered goods are exercised separately for each sales contract. The exercise of rights in relation to a delivered good does not affect and has no effect in relation to the contracts for the purchase and sale of the other goods.

Art. 25. The term of delivery of the goods is determined upon conclusion of the contract with the Customer.

Art. 26. For the cases not regulated in this section, the commercial sale rules defined in the Commercial Law and the Law on Obligations and Contracts shall apply.

Art. 27. In the event of a conflict between these general terms and conditions and provisions in a special contract between the Supplier on the Smart Electro System platform and the Customer, the contract clauses shall take precedence.

Art. 28. The possible invalidity of any of the provisions of these general conditions will not lead to the invalidity of the entire contract.

Art. 29. For the unresolved cases in the contract between the Supplier and the Customer, the General Rules apply.

Art. 30. The laws of the Republic of Bulgaria apply to unresolved issues related to the implementation and interpretation of the contract and the General Rules.

AMENDMENT AND ACCESS TO THE TERMS AND CONDITIONS

Art. 31. (1) These general terms and conditions may be amended by the Provider of the Smart Electro System platform, of which the latter will notify all registered Customers in an appropriate manner.

(2) The provider on the Smart Electro System platform and the Customers agree that any additions and amendments to these general terms and conditions will be effective between them from the date of their publication.

(3) The supplier publishes these general conditions at the address: https://smartelectrosystem.com/, together with all additions and amendments to them.

(4) The general rules or their amendment are effective from the date of their publication.

PROTECTION OF PERSONAL DATA

Art. 32. (1) The personal data entered by the Clients are subject to protection under the Personal Data Protection Act and the General Regulation 2016/679, and the Provider processes them for the purposes and within the terms stipulated in the Personal Data Privacy Policy.

(2) The Customer agrees that the Provider of the Smart Electro System platform has the right to send electronic messages to the Customer at any time, including a newsletter or offers for the purchase of goods, while the Customer's registration is available.

(3) The customer agrees that the Smart Electro System Platform Provider has the right to collect, store and process data for the registration period.

Art. 33. (1) At any moment, the Provider in the Smart Electro System platform has the right to require the User to identify himself and to certify the authenticity of each of the circumstances and personal data announced during registration.

(2) In the event that for some reason the Customer has forgotten his password, a recovery option is provided.

TERMINATION

Art. 34. (1) These general terms and conditions and the Customer's contract with the Supplier in the Smart Electro System platform are terminated in the following cases:

- Upon termination, declaration of liquidation or declaration of bankruptcy of one of the parties to the contract;

- By mutual agreement of the parties in writing;

- In case of objective inability of one of the parties to the contract to fulfill its obligations;

(2) In the cases of Art. 6, para. 2 of the General Rules.

Art. 35. The Provider has the right at its discretion, without giving notice and without paying compensation, to unilaterally terminate the contract, in case it finds that the User uses the Smart Electro System platform in violation of these general conditions, does not follow the instructions of the Provider for working with the software, does not comply with its obligations under Art. 14 and Art. 15 of the General Terms and Conditions, does not comply with the legislation in the Republic of Bulgaria, the generally accepted moral norms or the generally accepted rules and practice in electronic commerce.

PROVIDER DETAILS:

Company: Favorite Games LTD, ID: BG175116176,

Headquarters: Sofia, 22A James Boucher Blvd., Contacts: email: info@smartelectrosystem.com, phone. :+359 88826 54 80

These General Terms and Conditions enter into force from the date of their publication and are valid for all Customers of Smart Electro System.

Date: 15.08.2024 r.