

Terms and Conditions

General. These Terms and Conditions (the 'Terms') shall govern the purchase of a connectivity software feature which will allow your installed SolarEdge Genesis single phase residential Inverter system (the "Product") to connect to SolarEdge Smart EV Charger and other SolarEdge smart energy products¹ during the warranty period of the Product (collectively defined as the "Feature").

As used herein, the terms "SolarEdge" "us", "we" or "our", refer to SolarEdge Technologies Ltd., and its affiliated entities. The terms "you" or "your" means the person or entity that has purchased the Feature and accepts these Terms (the "Customer").

Feature Pre-Requisite. Please note that Feature will only be available if: (i) the Product is installed in Australia; and (ii) all Feature Fees are paid; and (iii) the site has a published physical layout in SolarEdge Monitoring Portal.

Grant of Rights. Subject to your compliance with the Terms, SolarEdge grants you a right to use the Feature with your SolarEdge Product as part of this Agreement. All of the rights to use the Feature are expressly stated herein and there are no implied rights.

Fees. The Feature shall be made available upon payment of a one-time fee of - 295 AUD (GST included) for the entire term (the "Fee"). 50% out of the Fee will be considered as establishment fee.

Term. Provided your payment of the Fee, the Feature shall be available for the remaining warranty period of the Product.

Limitation of Liability - No Warranties. SOLAREEDGE, AND ITS AFFILIATES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE FEATURE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SERVICE ACCURACY, SERVICE TECHNICAL SPECIFICATION, SYSTEM INTEGRATION. YOU ARE AWARE THAT THE FEATURE MAY BE INTERRUPTED FROM TIME TO TIME. SOLAREEDGE DOES NOT PROVIDE ANY WARRANTIES TO FEATURE'S CONTINUOUS AVAILABILITY, ITS CREDIBILITY, ACCURACY OR RELIABILITY. THE FEATURE MAY ALSO BE OCCASIONALLY SUSPENDED OR RESTRICTED TO ALLOW FOR REPAIRS, MAINTENANCE, OR THE INTRODUCTION OF NEW FUNCTIONALITIES OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FEATURE IS PROVIDED "AS IS" AND AT CUSTOMER'S OPTION AND RISK AND NONE OF SOLAREEDGE, NOR ITS AFFILIATES MAKE ANY GUARANTEE IN CONNECTION WITH THE FEATURE OR THE RESULTS OF USING THE FEATURE.

SOLAREEDGE OR ANY OF ITS AFFILIATE'S LIABILITY TO THE CUSTOMER FOR DIRECT DAMAGES ARISING OUT OF THE FEATURE SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO SOLAREEDGE FOR THE FEATURE, PROVIDED A NON-APPEALBLE COURT ORDER IS GRANTED AGAINST SOLAREEDGE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SOLAREEDGE NOR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DOWNTIMES OF THE FEATURE, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity. You shall indemnify, defend and hold harmless SolarEdge its officers, employees and agents from and against any and all claims, actions, damages of any kind and nature arising out of any cause or event which is directly attributable to your breach of these Terms.

¹ SolarEdge Smart energy products – Smart Energy AC socket, Smart Energy Switch, Smart Energy Hot water.

Change of Terms. These terms and conditions are subject to change without notice, from time to time in our sole discretion. We will notify you of amendments to these terms and conditions by posting them to this website.

Support. You may contact SolarEdge support at GenesisEnhancement@solaredge.com. In the event of maintenance activities performed by SolarEdge to the Feature or associated IT infrastructure should require the Service's shut down for longer periods of time, Customer shall be informed thereon in advance, and respective decommissioning shall benefit to the Customer.

Password. You agree to protect your password ("Password") to prevent unauthorized access to the Feature and keep confidential your User ID and Password used to access the Feature Password', or other means of accessing data or information via the Service. The loss, theft or unauthorized use of your User IDs and Passwords could result in corruption or loss of your Product data or function. You may not provide your User ID Password to any other individual. SolarEdge is not liable for any loss or damage arising from your failure to comply with the above requirements.

Governing law. These Terms and their enforcement shall be governed by the laws of Israel, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation or otherwise. If you are using this Feature from another jurisdiction, you are responsible for ensuring compliance with any local laws relating to access and use of this Feature .

Miscellaneous.

The Terms and Conditions of SolarEdge website apply in addition to these Terms (available at: <https://www.solaredge.com/content/terms-conditions>). For clarity, the module level monitoring (provided via the SolarEdge Monitoring Platform) will be available for module level view following the purchase of the Feature. The Terms and Conditions of SolarEdge Monitoring Platform apply in addition to these Terms (available at: https://monitoring.solaredge.com/solaredge-web/p/license?locale=en_GB). The Privacy Policy terms of SolarEdge apply in addition to these Terms (available at: <https://www.solaredge.com/privacy-policy>). In the event of conflict between the Terms and the aforementioned SolarEdge Terms and Conditions, the Terms shall prevail.