



SolaXView - the easy way to check your Photovoltaic Solax Inverter output !

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# Terms & Conditions - EULA (End User License Agreement)

Effective : April 28th , 2021

These terms are mostly designed to protect our business. If you do not accept them please [contact us](#).

These Terms of Use are related to the "SolXView" mobile application ( hereinafter referred to as "app").

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By using the app, you signify your agreement to these Terms of Use and so please review them carefully.

If you do not agree to these Terms of Use, you must not access or use the app. Any use of the App may be terminated in this case and Jan Heuer will take proportionate legal action if you violate these Terms of Use.

## [Privacy Policy](#)

Find the [Privacy Policy here](#).

## **Use Restrictions**

Jan Heuer grants you a limited, non-exclusive, non-transferable license to access, use, and privately display the app and its features, informations and other data contained therein only for use in the course of your professional duties. Your permission to use the app is predicated upon your agreement that you will not: use the app in a manner that is inconsistent with applicable law; or access, tamper, or use any non-public areas of the app; or interfere or attempt to interfere with the proper functioning of the app; or engage in automated use of the app, or take any action that we deem to impose or to potentially impose an unreasonable load on the app.

## **Property**

Jan Heuer retains all right, title and interest in and to the app. Except as otherwise provided in this agreement, you may not, and may not permit others to:

- reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or
- create derivative works of the app; or
- sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or
- edit the app; or
- circumvent or disable any security or technological features of the app.

## **Free app functions:**

Some basic functionalities of the app are available for free. For details see latest App Store description.

## **Payment(s)**

Jan Heuer may offer the opportunity to purchase parts or modules of the app by means of recurring payments ("Subscription") through the Apple App Store (Apple App Store is a trademark of Apple Inc. - hereinafter referred to as "App Store"). These payments require you to have an active Apple ID within the App Store and provide a valid method of payment. Payments will be processed solely by the App Store. Any payment enquiries should be directed to the App Store. You are responsible for all charges incurred in connection with your payments.

## **Subscriptions**

By selecting a Subscription, you agree to pay a subscription fee at the App Store on a designated cycle for the access to additional extensions of the app. The first Subscription Fee will be charged to your payment method on the date the App Store confirms your subscription purchase. Thereafter, the Subscription Fee and any applicable tax and service fees will be charged to your payment method by the App Store on a recurring basis in accordance with your designated cycle.

## **Cycle of Billing:**

The subscription fee will be billed at the time you establish your subscription and on an ongoing, regular basis unless you cancel your subscription. Please note that billing is processed solely by the App Store and that billing cycles may vary. Note that the timing of your billing may change (i.e. in the event of a problem with your Payment Method, such as an expired credit card). You should confirm your App Store's billing policies prior to establishing your Subscription.

## **Subscription Price Changes**

The App Store reserves the right to change the price for a subscription at its sole discretion and will be responsible for communicating any price changes to you.

### **Updating Payment Method**

You may update your payment method at the App Store at any time by accessing your account. If at any time the App Store is unable to charge your payment method for the subscription fee due to insufficient funds, expired or invalid account details, or otherwise, you remain responsible for the cost of the subscription fee. A change in your payment method may result in changes to your prior billing cycle. It is your responsibility to update and maintain the payment method associated with your subscription fee. In the event your payment method is unable to cover the subscription fee, App Store and Jan Heuer reserve the right to suspend your respective accounts and restrict access to App modules that were part of the subscription fee until the payment method has been updated to permit the App Store to charge the subscription fee.

### **Cancellation**

You may cancel your subscription at any time. Please note that you must cancel your subscription before it renews for a subsequent term in order to avoid being charged for the next term's subscription fee. If you cancel your subscription, the cancellation will become effective at the end of the current term. You will need to cancel your subscription directly within the App Store or within your Apple ID subscription section.

### **No Refunds**

REFUNDS WILL NOT BE PROVIDED FOR ANY SUBSCRIPTION. JAN HEUER DOES NOT PROVIDE CREDIT, REFUNDS, OR PRORATED BILLING FOR SUBSCRIPTIONS THAT ARE CANCELLED MID-TERM.

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### **Availability:**

Jan Heuer is not obligated to compensate you for any discontinuation, suspension, termination or blockage of access to app functions and provided informations or to communicate the reasons for stopping any part of the app or any shown information.

### **Dispute Jurisdiction**

If you seek to file a legal claim against Jan Heuer, you agree to file and resolve it exclusively in the Germany. You also agree that the laws of the Germany will govern these Terms of Use, as well as any legal claim that might arise between you and Jan Heuer. You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in Germany , in any legal action or proceeding relating to Jan Heuer or these Terms of Use.

### **Disclaimer**

You use the App at your sole risk. Jan Heuer provides the App "as is" and "as available" basis, and Jan Heuer expressly disclaims all express or implied warranties of all kinds, including but not limited to the

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### **Indemnification**

You shall indemnify and hold harmless Jan Heuer from and against all claims and liabilities (including claims by third parties) and costs and expenses (including attorneys fees) incident thereto or incident to successfully establishing the right to indemnification, for injury or death of any person or persons, including your employees, if any, arising out of or in any way relating to your breach of the terms of this License and/or your utilisation of the App, whether or not arising in tort or occasioned by the negligence of Jan Heuer, except to the extent of any obligation, liability, claim or remedy in tort due to the recklessness or willful misconduct of Jan Heuer. Your obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Agreement.

### **General:**

These Terms of Use, and any other document expressly incorporated herein, set out the entire agreement between you and Jan Heuer concerning the App and they replace all earlier agreements and understandings between you and Jan Heuer. If any part of these Terms of Use is held to be invalid or unenforceable under any applicable local laws or by an applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible Jan Heuer's original intentions and the remainder of these Terms of Use shall remain valid and enforceable. Jan Heuer's failure to exercise or enforce any of its rights under these Terms of Use does not waive Jan Heuer's right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by Jan Heuer.

### **Notification of changes**

These Terms of Use may be updated from time to time. We will notify you of any changes to our Terms of Use by posting the new Terms of Use here. You are advised to consult this Terms of Use regularly for any changes, as continued use is deemed approval of all changes.

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