



## TCL Solar

### TCL Sunpower Global - Global Terms of Use

**Effective Date** (Last Updated): 30 January 2026

Welcome to our website, digital services and applications, and products identified below (collectively, the “**Digital Platforms**” and “**Products**”). The Digital Platforms are operated by TCL Sunpower Global. For the purposes of these Global Terms of Use, “**TCL Sunpower Global**”, “**we**”, “**our**” or “**us**” means:

- TCL SunPower Global B.V. (Netherlands),
- TCL Zhonghuan Renewable Energy Technology Co., Ltd. (China); and
- their respective affiliates,

This “Terms of Use” Agreement sets forth the terms and conditions of use that apply to the use of the Digital Platforms and Products that link to this Agreement, including the use of the TCL Sunpower Global website, TCL Solar website, our monitoring and other systems, our applications, and our Products that include interactive features and connect to our Digital Platforms. Portions of our Digital Platforms and Products, such as specific services or features, may require additional terms and conditions that will be communicated to you separately and will be in addition to the terms and conditions set forth in this Agreement.

This Agreement is a legally binding contract between you and TCL Sunpower Global related to your use of the Digital Platforms and Products.

BY ACCESSING OR OTHERWISE USING THE DIGITAL PLATFORMS AND PRODUCTS, INCLUDING BROWSING OUR WEBSITES AND ACCESSING OUR SYSTEMS AND APPLICATIONS, INCLUDING BY USING OUR PRODUCTS, YOU CONSENT, ACCEPT, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [GLOBAL PRIVACY POLICY](#), BUT ONLY TO THE EXTENT YOU USE THE DIGITAL PLATFORMS AND PRODUCTS. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE GLOBAL PRIVACY POLICY FOR ANY OR ALL OF THE DIGITAL PLATFORMS, THEN YOU MAY NOT USE THE APPLICABLE PORTIONS OF THE DIGITAL PLATFORMS AND PRODUCTS.

Please note that in order to use the interactive features of the Digital Platforms and Products, and to the extent you are eligible to access such features, you may be required to first register for an account with us through an online registration process, which is not transferrable.

Click below to jump to a specific section of this Agreement:

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## **1. Your use of Digital Platforms**

When you use the Digital Platforms, you represent and warrant the following.

- a. Any information you submit is truthful and accurate.
- b. You will provide accurate information about yourself. It is prohibited to use false information or impersonate another person or company in your interactions with us or in connection with your use of the Digital Platforms.
- c. If you have registered an account with us, you will update your contact information if it changes so that we can contact you.
- d. Your use of the Digital Platforms and your use of services available on the Digital Platforms do not breach any applicable law or regulation and are not unlawful, deceptive, or fraudulent.
- e. If you register an account with us, you are 18 years of age or older, and if you are registering with or using the Digital Platforms on behalf of a business, you have the authority to agree to this Agreement on behalf of the business.
- f. You will comply with our rules governing the use of the interactive features of the Digital Platforms as set out in Section 2 below.
- g. You are solely responsible for any activity on any registered account or profile. If you share your account with other people, then you are responsible for all activity.
- h. You will not transmit chain letters, bulk, or junk messages, or interfere with, disrupt, or create an undue burden on the Digital Platforms or the networks or services connected to the Digital Platforms, including without limitation, hacking into the Digital Platforms, or using the Digital Platforms to send unsolicited or commercial messages, bulletins, comments, or other communications.
- i. You will not use the Digital Platforms for any unauthorized purpose, including but not limited to collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic

communications, to sell data available on the Digital Platforms, or engaging in framing of, or linking to, the Digital Platforms without our express written consent.

- j. You will not sell or let others use your password or registration for the Digital Platforms, provide false or misleading identification or address information, or invade the privacy or breach a personal, confidentiality or proprietary right, of any person or entity.
- k. You will not knowingly transmit any data, send, or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- l. You will not crawl, scrape, or spider any page of the Digital Platforms or reverse engineer or attempt to obtain the source code of the Digital Platforms.

You also represent and warrant that you will comply with all applicable local laws governing your online conduct and your provision or submission of information to the Digital Platforms.

## 2. Rules governing interactive features

The Digital Platforms may provide features that allow you to share information and materials with us and other users. Please make sure you read our [Global Privacy Policy](#), which provides important information about your online privacy and our use of information that we collect about you, including your Personal Data.

### 2.1 Information provided or submitted to the Digital Platforms

You are solely responsible for the content of, and any harm resulting from, any information provided or submitted to the Digital Platforms. Whenever you submit information, you represent and warrant the following.

- a. **You** own or have sufficient rights to provide or submit the information on or through the Digital Platform.
- b. **You** will not provide or submit information that infringes any rights of TCL Sunpower Global or any other person or entity, including intellectual property and other proprietary rights, confidentiality rights and contractual rights or obligations.
- c. **You** have fully complied with any third-party licenses relating to the information and agree to pay all royalties, fees, and other costs owed to any person or entity because the information was provided or submitted to the Digital Platforms.
- d. **You** will not provide or submit information that:
  - i. is defamatory, damaging, disruptive, unlawful, intentionally inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, violent, harassing, or otherwise objectionable;
  - ii. incites, encourages, or threatens physical harm against another group or individual;
  - iii. promotes racism, bigotry, sexism, religious intolerance, or harm against any group or individual; or

- iv. contains material that solicits or attempts to solicit personal information from anyone under 18 or exploits anyone in a sexual or violent manner.
- e. **You** will not provide or submit information that contains advertisements or solicit any person to buy or sell products or services (other than our products and services).
- f. **You** will not provide or submit information or take any other action that constitutes, contains, installs or attempts to install, or promotes spyware, malware or other computer code, whether on our or others' computers or equipment, including technologies designated to enable you or others to gather information about or monitor the on-line or other activities of another party.

## 2.2 System Data, Monitoring Data, and Personal Data

Depending on the scope of your use of the Digital Platforms and the Products, we will collect various System Data and Monitoring Data, which may include or qualify as Personal Data under applicable data protection regulations. System Data generally refers to data we receive from your Products and includes details specific to your Products (such as product identification information). Monitoring Data generally refers to performance information for your products, including energy production, consumption, and usage data. Please refer to our [Global Privacy Policy](#) for more information about System Data, Monitoring Data, and Personal Data, as well as to understand how to exercise any rights you have regarding your Personal Data.

## 3. Intellectual Property

### 3.1 Retention of Rights and Limited License

TCL Sunpower Global, its affiliates, and/or its 3rd parties retain(s) all intellectual property rights in the Digital Platforms and the Products, including any software or code embedded in the Products that may be updated, repaired, or enhanced from time to time (the “Embedded Software”). A limited license is granted to each of the Digital Platforms and the Product, subject to the terms of this Agreement (the “Limited License”).

With respect to the Products, the Limited License is non-exclusive and grants a limited right to use the Embedded Software, solely for the purposes of installing, registering, configuring, and using the Products on which the Embedded Software is originally installed by TCL Sunpower Global or its designee. The Limited License is non-transferrable and cannot be transferred to other systems or devices. The Embedded Software may not be transferred from the Products and may not be installed (in whole or in part) on other systems or devices absent the express written authorization of TCL Sunpower Global.

With respect to the Digital Platforms, the Limited License grants a limited right to use the Digital Platforms, solely for the purposes of installing, registering, configuring, and using associated Products and accessing the Digital Platforms through devices and applications authorized by TCL Sunpower Global. The Limited License is non-transferrable.

You may download or print a copy of materials available through the Digital Platforms for your own personal use, such as uses related to the purchase, installation, maintenance, and support of the Products, but you must retain all copyright, trademark, and other proprietary notices contained in and on the materials. You MAY NOT use the materials for any commercial purpose, except as expressly authorized by TCL Sunpower Global in writing. You agree that you will not



circumvent, disable, or otherwise interfere with security related features of the Digital Platforms or the Products, or with features that prevent or restrict the use or copying of any materials or otherwise enforce limitations on the use of the Digital Platforms, Products, or the materials. You further agree not to access the Digital Platforms by any means other than through the interfaces that we provide, unless otherwise specifically authorized by us in a separate written agreement.

TCL Sunpower Global does not provide and does not transfer any other rights to any intellectual property in the Products or the Digital Platforms (whether by sale or offer for sale of any Products, by providing access to the Digital Platforms, or otherwise). The intellectual property rights retained by TCL Sunpower Global, its affiliates, and/or its 3rd parties include, but are not limited to, rights to: (i) inventions, patents, designs, algorithms, and other industrial property; (ii) works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (iii) trade secrets; (iv) trademark and trade name; (v) other intellectual property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and (vi) all applications, registrations, grants, renewals, extensions, combinations, continuations, divisions, and reissues of the foregoing.

### 3.2 Grant of license to us to use your information and feedback

By providing or submitting information to the Digital Platforms (expressly including System Data and Monitoring Data), you grant us a perpetual, non-exclusive (meaning you retain rights to use, sell, etc. the information to others), fully-paid up, royalty-free (meaning we are not required to pay you for our use of the information), sub-licensable (meaning that we can grant others the right to use the information to, for example, a company hosting the Digital Platforms, a utility provider, or other purchasers) and worldwide license to use, modify, create derivative works of, publicly perform and display, reproduce, communicate and distribute the information. You agree not to assert any moral rights or rights of publicity against us for using your information.

To the extent such information includes your Personal Data, then such Personal Data will be handled in accordance with our Global Privacy Policy. Please refer to the Global Privacy Policy to learn about your rights to your Personal Data and our use of your Personal Data, including how to contact us should you have questions or would like to exercise your Personal Data rights. To the extent we do not have rights to use your Personal Data, then we will remove any such Personal Data from the System Data and Monitoring Data prior to using such System Data and Monitoring Data.

In the event you provide any ideas, thoughts, criticisms, suggested improvements, or other feedback related to any elements of the Products or the Digital Platforms (collectively, "Feedback"), you hereby grant TCL Sunpower Global a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right to use, distribute, reproduce, modify, adapt, translate, publicly perform, create derivative works from, publicly display, communicate to the public, or otherwise exploit the Feedback in whole or in part and/or to incorporate it in other works for the purpose of providing tips, tricks, and feedback to other customers as well as for the purpose of improving the Products and the Digital Services.

TCL Sunpower Global accepts each grant of rights. Each grant of rights survives termination of this Agreement.

## 4. Use and protection of your account number and password

You are responsible for keeping secret and confidential any account numbers and passwords you may have when registering for an account on the Digital Platforms or accessing the Products. You are responsible for all uses of your account(s), whether or not actually or expressly authorized by you. We may restrict or limit account registration to eligible users only.

## 5. Our management of the Digital Platforms and user misconduct

- a. Our Digital Platform management. We may, but are not required to: (a) monitor or review the Digital Platforms for breaches of this Agreement and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who breaches this Agreement; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any information provided or submitted (or any portion thereof) that may breach this Agreement, the law or any of our policies or are excessive in size or burdensome; and/or (d) manage the Digital Platforms in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Digital Platforms.
- b. Data use and sharing. We require the ability to use data that we receive from you or any Product, system, or device you connect or is connected on your behalf to our Digital Platforms. Applicable systems and devices include, but are not limited to, photovoltaic (PV) systems, inverters, batteries, and electric vehicle chargers. We may receive this data directly from you or your system or device, or indirectly through a third party that provides monitoring services or equipment. The data may be displayed through our Digital Platforms, including our monitoring website and applications. The data may include, for example, energy consumption and production information, energy use information, battery storage information, fault information, a precise geolocation or address, revenue information, and hardware and software information. We may share this data with third parties in providing monitoring and reporting services to you. These third parties include the monitoring equipment manufacturers, monitoring service providers, system installers, dealers, operations and maintenance providers, governmental regulatory agencies, and utility companies. We may also provide or sell data in aggregated form (in a form where the source cannot be identified) to third parties who are not connected to the monitoring system, such as government agencies and research firms. For more information on our collection and use of your Personal Data, please refer to our [Global Privacy Policy](#).
- c. Our right to suspend or terminate access. Without limiting any other provision of this Agreement, we reserve the right to, in our sole discretion and without notice or liability deny access to and use of the Digital Platforms and/or any account for the Digital Platforms to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation. If the need arises, we may also move the Digital Platforms to another domain or close the Digital Platforms indefinitely.
- d. Risk of harm. Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Digital Platforms and that you give to other Digital Platform users. You are discouraged from publicly posting the following information on the Digital Platforms: your full name,

telephone numbers and street addresses. Contributions and other information that others upload or post to the Digital Platforms are not pre-moderated. Despite the prohibitions contained in this Agreement, such Contributions and other information may be offensive, harmful, or inaccurate and may be mislabeled or deceptively labelled. You assume all risks associated with viewing such content and dealing with other users with whom you come in contact through the Digital Platforms. We expect that you will use caution and common sense when using the Digital Platforms.

- e. Third Party Sites. The Digital Platforms may contain links to other websites (“Third Party Sites”). We do not own or operate the Third Party Sites. Our review of any material on the Third Party Sites, including goods or services, is limited and we offer no warranties or guarantees associated with the Third Party Sites, including as to accuracy, sufficiency, non-infringement, or suitability for purpose. Unless expressly stated by us, the availability of these links on the Digital Platforms does not represent, warrant, or imply that we endorse any Third Party Sites or any materials, opinions, goods, or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. This Agreement does not apply to your use of Third Party Sites. You should review the Third Party Sites' terms and conditions, privacy policy, and all other site documents, and make sure you understand the regulations, policies, and practices that apply when you access them.
- f. Trademark and copyright policy. If you upload material or otherwise do anything in relation to infringing copyright or trademark rights of TCL Sunpower Global or others, we may, without prejudice to any other rights we may have, terminate your account and access rights to the Digital Platforms.

## 6. Account Termination

This Agreement, as updated or amended from time to time, shall remain in full force and effect while you use the Digital Platforms.

We may terminate, disable, or suspend your account (and any related accounts) and your access to any Digital Platforms at any time, for any reason, and without advanced notice. If we do so, you do not have a contractual or legal right to continue to use the Digital Platforms.

If you have an account, then you may terminate the account at any time, for any reason, by contacting [customers@sunpowerglobal.com](mailto:customers@sunpowerglobal.com). If your access to Digital Platforms is terminated, either by you or TCL Sunpower Global, then you may lose any information associated with your account.

The terms of this Agreement, including any grant of rights, will remain in effect even after your access to the Digital Platforms is terminated, including by TCL Sunpower Global, or your use of the Digital Platform otherwise ends.

## 7. Agreement Term, Termination, and Survival

You may terminate this Agreement by sending a termination notice by email to [customers@sunpowerglobal.com](mailto:customers@sunpowerglobal.com).





You may terminate this Agreement at any time without prior notice. Upon termination, you agree to no longer access the Digital Platforms or use the Embedded Software (in accordance with the termination notice). We may terminate this Agreement with two (2) weeks prior notice without cause or immediately for cause.

Upon successfully processing your termination notice, we will disable your access to the applicable Digital Platforms and Embedded Software (to the extent feasible), and we will disable your account.

A termination notice should indicate details of the goods and services (including system information, product model numbers, serial numbers, etc.), your name, your installation address, and your installation date. We may ask you for further information to verify your identity and scope of termination.

#### **8. Updates to the Digital Platforms and this Agreement and Discontinuation of Digital Platforms and related services**

The material and information available on the Digital Platforms may become out of date at any given time and we are under no obligation to update the contents of the Digital Platforms.

TCL Sunpower Global reserves the right to change, suspend, or discontinue any aspect of the Digital Platforms at any time, for any reason. We will not be liable to you for the effect that any changes to the Digital Platforms may have on you, including on your business, income, or ability to generate revenue.

We may modify this Agreement from time to time. We will contact registered users if we do so, which is why it is important that you notify us immediately if your email address changes. If you are a registered user, you may be asked to click to accept the new agreement the next time you log on to the Digital Platforms in order to be able to use the Digital Platforms. We will also put any revised versions of this Agreement on the Digital Platforms. It is therefore important that you regularly check the Digital Platforms.

If you do not agree to this Agreement as updated, then we may not be able to provide you with continued services, in which case we may suspend your access to the underlying services until you agree to the updated Agreement.

#### **9. Disputes with us: governing law and jurisdiction**

- a. Any dispute arising in relation to your access and use of the Digital Platforms (including any non-contractual dispute or claim) shall be governed by the laws of France (exclusive of its choice of law provisions) and you and we agree to submit to the exclusive jurisdiction of the competent courts in France.
- b. Any dispute or claim arising from or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Paris International Arbitration Chamber (the **PIAC**) in accordance with the Arbitration Rules of the PIAC (the **PIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this



clause. The seat of the arbitration shall be Paris. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. Nothing in this clause shall preclude a Party from resorting to any court of competent jurisdiction for interim or interlocutory injunctive relief. **Arbitration, including threshold questions of arbitrability of the dispute, will be handled by the arbitrator in accordance with the PIAC Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under this Agreement will take place on an individual basis — class arbitrations and class actions are not permitted. You understand that by agreeing to the Agreement, you and TCL Sunpower Global are each waiving the right to trial by jury or to participate in a class action or class**

**arbitration.** Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your claim in “small claims” court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

- c. **Cost of Arbitration.** Payment for any and all reasonable filing fees, administrative costs and arbitrator fees will be in accordance with the PIAC Rules. If the value of your claim does not exceed 10,000EUR., **TCL Sunpower Global** will pay for the reasonable filing fees, administrative costs and arbitrator fees, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

## 10. Warranties, Limitation of Liability, and Release

Information and other materials made available on the Digital Platforms, whether by TCL Sunpower Global or other users of the Digital Platforms, are not intended to amount to advice on which reliance should be placed. WE THEREFORE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY ANY USER OF OR VISITOR TO THE DIGITAL PLATFORMS, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

By operating the Digital Platforms, we do not represent or imply that we endorse any information or any other materials available on or linked to by the Digital Platforms, including without limitation, content hosted on Third Party Sites, or that we believe such information or any other materials are complete, accurate, useful, or non-harmful. We do not promise any specific results from the use of the Digital Platforms. No advice or information, whether oral or written, obtained by you from us or the Digital Platforms shall create any warranty not expressly stated in this Agreement.

ALL CONTENT, INFORMATION, OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH THE DIGITAL PLATFORMS AND THE EMBEDDED SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (TO THE FULLEST EXTENT PERMITTED BY LAW) WITHOUT WARRANTY (EXPRESS OR IMPLIED) OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE DIGITAL PLATFORMS AND YOUR USE OF IT DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT OF



PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

WE DO NOT GUARANTEE THAT, FOR EACH OF THE DIGITAL PLATFORMS AND THE EMBEDDED SOFTWARE: (I) EACH WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) EACH WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (IV) THE RESULTING USE, FEATURES, OR PERFORMANCE WILL MEET YOUR EXPECTATIONS. YOU USE THE DIGITAL PLATFORMS AND THE EMBEDDED SOFTWARE SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE INCONSISTENT WITH APPLICABLE LAW.

BY USING THE DIGITAL PLATFORMS AND THE EMBEDDED SOFTWARE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE TO AND HEREBY RELEASE TCL SUNPOWER GLOBAL AND EACH OF ITS AFFILIATES AND THIRD PARTIES (THE "RELEASED PARTIES") FROM LIABILITY OR RESPONSIBILITY FOR (AND THE RELEASED PARTIES EACH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR) ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR DIGITAL PLATFORMS, EMBEDDED SOFTWARE, AND SERVICES, (C) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DIGITAL PLATFORMS AND THE PRODUCTS, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE DIGITAL PLATFORMS, THE EMBEDDED SOFTWARE, AND THE PRODUCTS BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE DIGITAL PLATFORMS.

IF YOU ARE A CALIFORNIA RESIDENT, BY USING THE DIGITAL PLATFORMS, YOU AGREE TO AND HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER LOSS OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT OR INDIRECT LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM YOUR USE OF THE DIGITAL PLATFORMS, THE EMBEDDED SOFTWARE, OR THE PRODUCTS AND ANY INFORMATION, MATERIALS OR ANY OTHER CONTENT AVAILABLE ON THE DIGITAL PLATFORMS OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY. IN NO EVENT SHALL TCL SUNPOWER'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED EUROS (100€) OR THE AMOUNT YOU PAID TCL SUNPOWER GLOBAL FOR THE DIGITAL PLATFORMS IN THE LAST TWELVE (12) MONTHS. SOME

JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 11. Liquidated damages for spam

You acknowledge and agree that spam is harmful to a site, service, or network and causes injury, including damage to reputation and goodwill, which is difficult to measure. As a pre-estimate of our anticipated loss, you agree to pay us 200€ (EUR) for each unsolicited commercial message or other unsolicited communication that you send from, to, or through the Digital Platforms.

## 12. You indemnify us

You agree to indemnify and hold us, our subsidiaries, affiliates, related entities and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, that arises out of your use of the Digital Platforms, any breach of this Agreement, or your infringement of someone else's rights.

## 13. Linking to our website

You may link to our website home page, provided you do so in a way that is fair, accurate, legal, and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Section 2.

If you wish to make any use of content on our site other than that set out above, please contact us at the email address set out in Section 15.

## 14. Miscellaneous

- a. **Entire Agreement.** Unless you have a separate agreement in place with us, this Agreement constitutes the entire agreement between you and us regarding your interaction with the Digital Platforms and the Embedded Software and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof.
- b. **Independent Contractors.** Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship of any kind between us and any user.



- c. **Section Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- d. **Non-Waiver.** Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.
- e. **Severability.** This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- f. **Assignment.** You may not assign your rights under this Agreement to any third party; we may assign our rights under this Agreement without condition.

## 15. Contact us

To contact us, please email [customers@sunpowerglobal.com](mailto:customers@sunpowerglobal.com), or reach us via our [Contact Us page](#).