

Anlage zur Klage gegen Ningbo Deye Inverter Technology Co., Ltd

Es werden Unterlassungsanträge bezüglich nachfolgender verbraucherschutzwidriger Praktiken geltend gemacht:

zu unterlassen,

im Rahmen geschäftlicher Handlungen gegenüber Verbrauchern, die ihren ständigen Aufenthalt in der Bundesrepublik Deutschland haben, für den Dienst DeyeCloud

a)

wie in **Anlage K 2** und **Anlage K 4** abgebildet Allgemeine Geschäftsbedingungen zu verwenden oder verwenden zu lassen, die nicht in deutscher Sprache verfügbar sind;

b)

wie in **Anlage K 3** und **Anlage K 5** abgebildet eine Datenschutzerklärung zu verwenden oder verwenden zu lassen, die nicht in deutscher Sprache verfügbar ist.

eu1.deyecloud.com/EU-TermsOfService-en.html

Terms of Service

Update Date: 23 Nov, 2023

Effective Date: 23 Nov, 2023

Welcome to Deye Cloud! These Terms of Service ("Terms") govern your access to and use of the Deye Cloud Services, including our mobile application, web application, APIs, email notifications, commerce services, and other services we may provide from time to time that link to these Terms (collectively, the "Services"), and any information, image, text and device data interacting with the Services (collectively, the "Content"). You agree to bound by these Terms before you use the Services.

1. Who We Are

The Terms are legal agreement between You and Ningbo Deye Inverter Technology Co., Ltd., a company incorporated in People's Republic of China (referred as "Deye", "we", "us" or "our").

We provide Deye Cloud Services, which enable you to manage, maintain, and monitor your PV Plant and associated devices. Our Services may also provide access to specific features, content, and services offered by third parties. In such cases, the terms and conditions provided by the respective third-party service providers will apply.

2. Who May Use Services

You may only use the Services if you agree to enter into this binding contract with us and are not prohibited from receiving services under the laws of your jurisdiction. Additionally, you must be at least 18 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or any other legal entity, you represent and warrant that you have the authority to do so and bind the entity to these Terms. In such cases, references to "you" and "your" in these Terms pertain to the entity you represent.

3. Privacy Protection

Our Privacy Policy outlines how we process the personal information you provide to us when using the Services. By using the Services, you acknowledge that you consent to the collection and use of your personal information, including the transfer of this information to People's Republic of China, and its processing and use by us and our affiliates. Please be aware that we may offer different versions of the Privacy Policy to users in different regions. Therefore, it is important that you review the appropriate version of the Privacy Policy that pertains to your specific region.

4. Content on the Services

Content You Provided

You are solely responsible for your use of the Services and the Content you provide, ensuring compliance with applicable laws, rules, and regulations. It is important to understand that any reliance on Content or materials posted or obtained through the Services is at your own risk. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services. The creator of the Content bears full responsibility for its creation, legality, and consequences.

While we may not actively monitor or exercise control over the Content posted via the Services, we cannot be held liable for such Content. However, we reserve the right to remove any Content that violates the Terms, including but not limited to instances of copyright or trademark infringements, intellectual property misappropriation, impersonation, unlawful conduct, or harassment. We encourage users to report any inappropriate or violating Content to us, enabling us to take appropriate action. Please note that while we strive to promptly address such reports, we cannot guarantee the immediate removal of Content or prevent its reposting.

Grant Rights of Content

By submitting, posting, or displaying Content through the Services and collecting, monitoring and analyzing the PV Plant Data by the Services, you grant us a worldwide, non-exclusive, royalty-free license and sublicense to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content and Derivative Content in any and all media or distribution methods, now known or later developed. This license allows us to make your Content available to the rest of the world and permit others to do the same.

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Tipps

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Einverstanden

Ablehnen





Tipps

Privacy Policy

Update Date: 3 Dec, 2024

Effective Date: 3 Dec, 2024

Deye has developed this Privacy Policy to explain how we may collect, retain, process, share and transfer your personal information when you use our following services as a registered user (Each a “User” and referred to together in this Policy as, the “Users”, “you” or “your”). Deye Cloud Mobile Application and Web Application (“Deye Cloud Services”), as defined in Deye Cloud Terms and Conditions, are provided by **Ningbo Deye Inverter Technology Co., Ltd.**, a company incorporated in People's Republic of China (referred to in this Policy as “Deye”, “we”, “us” or “our”). Deye acts as the “**Data Controller**” of your personal information under General Data Protection Regulation (the “GDPR”) and other applicable law for the activities described in this Policy.

1. Information We Collect

“we” “us” “our” “you” “your”

Einverstanden

Ablehnen

