

Sirius Yenilenebilir Enerji Teknolojileri Üretim A.Ş. User Agreement

Welcome to SiriuStorage Application.

Since you are a registered user of our SiriuStorage platform, we hope to let you know about our updated service agreement, which will come into effect on May 1, 2021.

Our agreement is updated to reflect the amendment requirements of the EU General Data Protection Act.

We are committed to protecting your personal data privacy. As part of our privacy protection practice, we particularly emphasize that the service agreement will always apply when you use our platform.

In this agreement, "Sirius Yenilenebilir Enerji Teknolojileri Üretim A.Ş.'s Data Co., Ltd" is called "we", "our", "data subject" is called "you" and "yours".

1. The Services We Provide

(1) Account Registration Servicen

Through email, mobile phone number and third-party social platform (mobile phone number and third-party social platform are limited to the territory of the People's Republic of China, third-party social platform registration is limited to Sirius photovoltaic cloud platform application software), we can provide you with the service of registration account, through which you can have your own account.

(2) Online photovoltaic configuration scheme design service

According to the physical information of your photovoltaic power station, you can create an on-line power station, and add our collector equipment to the power station to achieve the purpose of mapping your real power station.

(3) Data Acquisition Servicen

Our collector collects data from devices such as inverters and sends it to our cloud service system, which processes and stores the data.

(4) Big Data Statistical Services

We collect data through big data system statistics, and finally display real-time and historical data of power generation, power consumption, power grid, batteries and so on (depending on the equipment you access and the type of grid connection of your power station).

(5) Data Export Services

You can export your plant and equipment data in the Web system for your own further analysis.

(6) Receiving Abnormal Information Services

You can set whether to receive alarm messages and offline messages. Once your power station alarms or offline, we will send mail or short messages to your mailbox or mobile phone.

2. Our Data Policy

(1) Processing

In order to provide you with the above services, we need to process your personal data as follows: collection, recording, organization, construction, storage, modification, retrieval, consultation, use, disclosure, dissemination or other utilization, arrangement, combination, restriction, deletion or destruction, regardless of whether the operation is automated or not.

(2) Information provision

When we collect personal data from you, we will provide you with the following information: [↗](#)

A

Our identity and contact details, as well as the identity and contact details of the representative when appropriate

B

Provide detailed contact information for the Data Protection Agency when appropriate

C

If needed, provide personal data recipient information

D

The appropriate security measures we have taken

(3) Records

We will record and retain the personal data information we collected when you use our Sirius Photovoltaic Cloud Platform web pages for legal or commercial purposes, in order to provide services for you, fulfill our legal obligations and implement our mutual agreements.

(4) Communication

We will notify the recipient of the information that we have made data information correction, deletion and processing restrictions based on Article 3, paragraph 2/3/4/5 of this Agreement, unless we are unable to notify or contain inappropriate actions. At your request, we will also inform you about the recipients of this information.

(5) Security

We use reasonable technical measures to protect your personal data collected. We have also taken a series of measures to prevent security vulnerabilities and unauthorized access to personal data.

A

As required by the Act, we will inform you of the basic situation and possible impact of security incidents, the disposal measures we have taken or will take, the suggestions you can take to prevent and reduce risks, and the remedial measures for you. We will promptly inform you of the event by mail, letter, telephone, push notification and so on. When it is difficult to inform users of the main body of information one by one, we will adopt a reasonable and effective way to publish the announcement.

B

At the same time, we will report the disposal of user information security incidents according to the requirements of the regulatory authorities.

C

If the products and services stop operating, we will take reasonable measures to protect the information security of your users, including stopping the activities of continuing to collect your user information in time, notifying you of the stop operation in the form of one by one service or announcement, deleting or anonymizing the personal information held by you, etc.

D

We will inform you again and obtain your express consent before using your user information beyond the stated purpose of collecting user information or beyond the scope of direct or reasonable association.

(6) Notification

When personal data leaks occur, we will inform the data regulator of data leaks within 72 hours of discovering data leaks without undue delay, unless such data leaks do not pose any risk to individual rights and freedoms. If we do not inform the regulator within 72 hours, we will explain.

When personal data leaks are likely to endanger your rights and freedoms, we will inform you of personal data leaks without undue delay.

3. Your Rights

(1) Access rights

You have the right to know whether we are processing your personal data information or not. If so, you have the right to know what information we hold about your personal data and how to use it and who to share it with. You have the right to appeal to the Data Supervisory Authority.

(2) Right of Correction

You have the right to request us to correct your personal data information without undue delay.

You have the right to complete incomplete personal data, including by providing supplementary instructions.

(3) Right of Eradication

You have the right to request us to delete your personal data information, and in the case of one of the following reasons, we are obliged to delete your personal data information without undue delay:

A

For the purpose of collecting or otherwise processing data, the personal data is unnecessary

B

Personal data is illegally processed

C

Personal data must be deleted in order to comply with our legal obligations under the laws of the EU or member states.

(4) Restriction of the right of disposal

In one of the cases, you have the right to request that our data processing be restricted:

A

You have objections to the accuracy of personal data and allow us to verify the accuracy of personal data within a certain period of time.

B

This processing is illegal, and you object to this data processing and request that the use of personal data be restricted

C

We no longer need the personal data for this purpose, but you need the personal data for the purpose of establishing, exercising or defending your legitimate rights.

(5) Right of opposition

You have the right to object to our processing of your personal data, and we will also consider your requirements. Please provide us with the reasons for the objection so that we can assess whether we have a mandatory legal interest in continuing to process the data or whether we need to continue processing the data for legitimate claims.

4. Your Commitment

(1) You agree that we can process your personal data in order to provide you with the services mentioned in paragraph 1 of Article 2 above. You also have the right to revoke the consent at any time. However, the revocation does not affect the legal effect of data processing based on your consent before revocation. If you do not agree to the terms of this agreement or withdraw your consent at any time thereafter, we have the right to terminate the service agreement.

(2) In order to better serve you, you agree that we can disclose your personal data information to equipment suppliers and installers at our own discretion.

(3) You agree that you will not engage in any behavior that may interfere with the normal operation of our system, nor will you engage in any behavior that we think may damage your personal information security.

(4) You know and agree that you have full capacity and authority to disclose or provide us with any personal data information. And you guarantee that our use of these data information under this service agreement will not expose us to any claims, liabilities or lawsuits.

(5) As you know and agree, some of the data information you provide to us may be transferred, stored or processed by our branch companies and equipment service agencies involved in this agreement. This may be different from where you are, so this information may be transferred to overseas jurisdictions.

(6) You know and agree that the overseas transfer or processing of such information is necessary for the processing and management of your account and the provision of services to you, and you agree with us to do so. You further agree that we shall process this information in accordance with the terms of this agreement in your interest, and you entrust us with the task of transferring, storing and processing this data information to these countries and regions in order to provide you with the services agreed upon in the service agreement.

(7) You know and agree that we have the right to delete, modify or reject any content that you submit, post or display on our Sirius Photovoltaic Cloud Platform and/or SiriuStorage application software and <https://energy.siriuspv.com> web pages which we consider illegal and contrary to the terms of this Agreement and which may hold us or our branch responsible.

5. Disclaimer

The source of the weather data of this system is a third-party Qweather, subject to the current technical level of the meteorological industry, the third-party API can not fully guarantee the absolute accuracy of the data provided, we promise to continuously improve the service quality and service level, and continuously improve the accuracy of the data, but do not assume corresponding responsibility for the losses caused by the third-party API restrictions.

6. Force Majeure

Unless otherwise stipulated in the terms and conditions of the services concerned, we shall not be responsible under any circumstances for any delay, failure or interruption of direct or indirect natural acts, forces or content or services beyond our reasonable control. These factors include, but are not limited to, Internet failures, computer viruses, cyber attacks, long-distance or any other equipment failures, power failures, strikes, labor disputes, riots, rebellions, civil strife, shortages of labour or materials, fires, floods, storms, explosions, God\'s actions, wars, government actions, orders of domestic or foreign courts or tribunals, or any section. Non-performance of the three parties.

7. Jurisdictional Law and Dispute Settlement

~~This Agreement shall be governed by Chinese law without regard to its conflict of laws provisions. The parties hereto shall submit the dispute to the court of Wuxi for jurisdiction. All disputes arising from or related to this Agreement shall be finally resolved by arbitration under the Istanbul Arbitration Centre (ISTAC) Fast Track Arbitration Rules, conducted before ISTAC. The language of arbitration shall be English. The seat of arbitration shall be Ankara, TURKEY. Turkish law shall govern the substance of the dispute.~~

We request that the number of arbitrators be applied as prescribed in the ISTAC Rules. The parties may seek interim measures in accordance with the ISTAC Emergency Arbitrator Rules when necessary.

8. Complaint Suggestions

If you have any complaints about your data processing, please contact our data protector: elinteknik@elin-teknik.com.tr, and we will try our best to address your requirements.

Our telephone number is 400-808-9986.

9. Amendment Notice

We reserve the right to amend this Term of Service at any time. Please keep in mind that we review it regularly. If we decide to make any written changes to the terms and conditions, we will notify you by e-mail or on the Sirius Photovoltaic Cloud Platform and/or SiriuStorage Application and the <https://energy.siriuspv.com> web page before the change takes effect. In any case, your continued use of any service will constitute an acceptance of any such change.

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