



CONEXT INSIGHT TERMS OF USE

If you wish to use the Conext Insight online remote monitoring services (the “Conext Insight Monitoring Tool”), you or the legal entity that you represent or are performing services for (“You” or “Your”) must (a) agree to be bound by the below Conext Insight Terms of Use which is an binding agreement between You and Schneider Electric Canada Inc. on behalf of itself, its suppliers, its service providers and its affiliates and subsidiaries (collectively “Schneider Electric”), including any amendments thereto (collectively, the “Terms of Use”) and (b) accurately complete the registration process on the Conext Insight website (the “Site”).

IF YOU DO NOT AGREE WITH THESE TERMS OF USE OR IF YOU DO NOT REPRESENT YOUR LEGAL ENTITY, YOU SHOULD NOT AND MAY NOT USE THE CONEXT MONITORING TOOL.

1. Ownership and copyright: All rights, title and interests to the Conext Insight Monitoring Tool, the Site and content on the Site belong to Schneider Electric Canada, Inc. or (as the case may be) its affiliates, third-party suppliers or third-party service providers which may provide services related to the Conext Insight Monitoring Tool. Schneider Electric or (as the case may be) its affiliates, third-party suppliers or third-party services providers shall retain at all times the ownership in all copyrights, tradenames, trademarks and other intellectual property rights in the Conext Insight Monitoring Tool, the Site and content on the Site. Schneider Electric does not grant any express or implied rights to use the Conext Insight Monitoring Tool, the Site and/or content on the Site except as expressly provided herein.

2. Your Use of the Conext Insight Monitoring Tool: As the authorized owner of a Schneider Electric solar inverter or communication device that is equipped with the appropriate hardware device that enables it to transmit data regarding the inverter’s performance and other variables over the internet, You are only authorized to use the Conext Insight Monitoring Tool to monitor Your Schneider Electric solar inverter system and accessories.

3. Your Representations and Obligations: You represent and warrant that (i) You are at least eighteen (18) years of age, (ii) all required registration or other information You submit is truthful and accurate; (iii) You will update and maintain the accuracy of such information; and (iv) Your use of the Conext Insight Monitoring Tool will not violate any applicable law, rule or regulation or these Terms of Use.

4. Disclaimers: THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND THE CONTENT ON THE SITE ARE PROVIDED STRICTLY ON AN "AS IS" AND “AS AVAILABLE” BASIS, AND THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ACCURACY, SYSTEM INTEGRATION, TIMELINESS OR SATISFACTORY QUALITY. WE DO NOT WARRANT THAT USE THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE WILL BE CORRECTED, THAT THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT. WE MAKE NO WARRANTY THAT THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND THE CONTENT ON THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF YOUR FIRST USE OF THE CONEXT MONITORING TOOL. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR NETWORK OR LOSS OF DATA.

5. No Liability/Limitation of Liability. YOU AGREE THAT, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, SCHNEIDER ELECTRIC HAS NO LIABILITY AND WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE CONEXT INSIGHT MONITORING

TOOL, THE SITE AND THE CONTENT ON THE SITE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SCHNEIDER ELECTRIC SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE, OR FROM YOUR RELIANCE ON ANY OF THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE ABOVE FULL WAIVER OF LIABILITY PROVISIONS, OUR AGGREGATE CUMULATIVE LIABILITY WITH RESPECT TO THESE TERMS OF USE, THE CONEXT INSIGHT MONITORING TOOL, THE SITE AND/OR THE CONTENT ON THE SITE WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (USD 100). THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW OR HAVE CERTAIN RESTRICTIONS ON SUCH LIMITATIONS OF LIABILITY, WAIVERS AND DISCLAIMERS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR MAY BE SUBJECT TO CERTAIN RESTRICTIONS OR LIMITATIONS.

6. Updates. We may update these Terms of Use, the Conext Insight Monitoring Tool, the Site and/or the Content on the Site from time to time without notice at Our sole discretion. Unless otherwise specified, such changes shall be effective at the time of implementation or posting.

7. Choice of Law and Jurisdiction. These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, excluding its conflicts of law rules. Any dispute arising out of or relating to these Terms of Use or Your access or use of the Conext Insight Monitoring Tool, the Site and/or the Content on the Site will be subject to the exclusive jurisdiction of the courts located within the city of Toronto, Ontario, and You submit to the personal jurisdiction of such courts. The provisions of the United Nations Convention on Contracts for the Sale of Goods are hereby excluded.

8. Severability. If any provision in these Terms of Use is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent of the provision, and the remaining provisions of these Terms of Use shall remain in full force and effect.

9. Cancellation. These Terms of Use shall come into force by Your express acceptance of these Terms of Use as indicated during the Conext Monitoring Tool registration process and be valid until its cancellation. You may cancel these Terms of Use by either contacting us or simply by stopping Your usage of the Conext Monitoring Tool and by destroying Your password. We may cancel or discontinue these Terms of Use or the Conext Insight Monitoring Tool at anytime and for any reason.

***** BY CHECKING THE BOX INDICATING THAT YOU HAVE READ, UNDERSTOOD AND AGREE WITH THESE TERMS OF USE AND THE PRIVACY STATEMENT AND CONTINUING WITH THE REGISTRATION PROCESS FOR THE CONEXT MONITORING TOOL, YOU AGREE WITH AND WILL ABIDE BY THESE TERMS OF USE *****

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