

NetEco 1000S Terms of Use

1. General Information

NetEco 1000S is an inverter management system. It is an information service provided by Huawei Technologies Co., Ltd. (hereinafter referred to as Huawei) for all users by way of its website <http://www.huawei.com>.

2. Use

In order to use the NetEco 1000S, manage the commercial inverter scenario: The administrator creates the account, and sends the user name and password of the account to the user; manage user Inverter scenario: the user will receive a password after registration. The user is required to handle all passwords confidentially and to refrain from disclosing them to unauthorized third parties. If you want to deregister your NetEco 1000S account, please contact the NetEco 1000S administrator.

3. Use Limitations

The NetEco 1000S provided for use has been developed by Huawei and is protected by copyright laws. Huawei possesses all the rights of use and distribution. The user may only use and exploit the information and results of this online service within the framework of these Terms of Use. The user may process this information for internal use only. Uses of the information and results obtained from this service beyond the above mentioned are only permitted with the expressed written consent of Huawei.

4. User's Own Content

Within the constraints of this NetEco 1000S, users may post their own content providing that the NetEco 1000S provides sufficient data space for this portal. The user is not allowed to permanently store content on the NetEco 1000S. Huawei is not responsible for the content, correctness, or the form of the posted information. In addition, the user undertakes to protect and to refrain from violating the rights of third parties, in particular trademark rights, copyright, and personal rights. The posting of content which glorifies violence, which is pornographic or discriminatory, or other content which is illegal or which offends common decency is prohibited.

5. References and Links

The information published on this website may include appropriately highlighted links or references to third-party websites. The supplier who makes this content available shall have sole responsibility for it. Huawei provides only access to this content. Huawei has no influence on the current appearance, content, or authorship of linked/referenced sites. For this reason, Huawei hereby expressly distances itself from all content of linked/referenced sites. The operator of a website providing illegal, inaccurate, or incomplete contents is solely liable for any damage, especially those arising from the use or non-use of third-party information, and not the person who merely refers to the publication in question by placing links on the website.

6. Disclaimer

The employed technical data of Huawei inverters is continuously checked and, if necessary, adapted. However, mistakes and discrepancies may still arise. We accept no responsibility for the correctness and/or completeness of the data (The values do not represent guaranteed characteristics). Huawei shall not assume any responsibility for the correctness, completeness, accuracy, or quality of the documents, information, indicated results, and revenue information. Huawei does not assume responsibility for any errors or omissions in the specified information to which a reference was made there, or which is linked. Providing that no intentional or grossly negligent culpability exists on the part of Huawei, all liabilities claim against Huawei relating to damages of material or immaterial nature, which were caused by the use or non-use of the provided information or due to the use of erroneous or incomplete information, are excluded. In particular, Huawei shall not accept any liability for defects and consequential damage, for incorrect profit or self-consumption calculations, for loss of use, for loss of profits, for loss of data, for damage to used hardware, or for interruption of operation or other damage. Unless there was an intentional or grossly negligent act on the part of Huawei, liability for data loss is limited to the typical cost to recover the data which would apply when making regular backups appropriate to the risk, User shall be solely responsible to check the content of the results that gained from the use of the NetEco 1000S and their suitability for the particular purpose of use. Huawei expressly states that the profit and self-consumption information published on the NetEco 1000S is solely for the purpose of the user and, in particular, and is not intended as the basis of a settlement of accounts or to produce evidence of claims concerning energy savings towards network operators. Therefore, the user does not have any claim to the availability of the NetEco 1000S not to 100% data availability.

7. System Maintenance

Huawei technical support engineers can perform any maintenance operations with customers' consent.

8. Changes

Individual changes or amendments to these Terms must be provided in writing (e-mail is not sufficient in this respect). The same applies for a modification of this written form requirement. Huawei may, from time to time, issue new versions of these Terms of use. A new version becomes valid and shall replace the previous version provided that you have no objection to such new version within 3 months after having been provided a new version, and provided that Huawei has notified you have the right to object within 2 months together with the provision of a new version. Huawei's notification shall include an express instruction showing that the user's failure to object the new version shall be deemed as his/her agreement with the new version becoming binding. When users object the new version, the Contract shall automatically terminate the use with immediate effect, and user must be immediately refrained from further using the Community.

9. Applicable Law and Arbitration

This agreement and the Parties' relations regarding the use of these services shall be exclusively governed by German material law, excluding the rules on the international sales of goods (CISG). However, nothing in these Terms shall deprive you of the protection afforded to you by provisions that cannot be derogated by agreement or by virtue of the law where you have your habitual residence.

10. Severability Clause

When parts or individual formulations of these Users Agreement do not, no longer, or not fully comply with applicable laws, the conflict shall not have effect on the remaining parts in terms of their content or validity. The ineffective provision shall be replaced with a regulation to be determined by interpretation, which comes as close as possible to the financial and actual intention of regulation in a legally effective way.