



**whatwatt**

**whatwatt AG**  
Switzerland  
whatwatt.ch

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L'Orgère 12  
1568 Portalban

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hallo@whatwatt.ch

## **General Terms and Conditions of whatwatt AG**

Version from January 19, 2025

### **1. General Provisions**

#### **1.1. Changes to the GTCs**

whatwatt AG is entitled at any time to amend these General Terms and Conditions (GTCs) for objectively justified reasons (e.g., changes in case law, legal provisions, market conditions, or corporate strategy).

The current version is always available at <https://www.whatwatt.ch> under the GTC section and will be sent to you by email upon request.

Approval of these GTC for the purchase of products and services takes place when ordering the product. For usage, approval occurs as part of the registration process.

#### **1.2. Maintenance and Remote Access**

whatwatt AG is responsible for maintaining the infrastructure of whatwatt and is entitled to interrupt or restrict the operation of the software for the purpose of troubleshooting, maintenance, introducing new technologies, etc. whatwatt AG will rectify disruptions within the operating hours that fall within its area of influence within a reasonable timeframe.

whatwatt AG is entitled to access the customer's infrastructure used for the service, and to view, modify, update, delete, or otherwise manage any technical data or software stored there, for the purpose of controlling, configuring, updating, and similar tasks. As part of remote access, whatwatt AG may review the customer's technical data directly related to the configuration of hardware, software, and services.

#### **1.3. Update Obligation or Right for Digital Products and Products with Digital Content**

whatwatt AG reserves the right to make product changes to the products and services sold by whatwatt AG.

Unless otherwise agreed, whatwatt AG provides the customer with updates and necessary security updates for goods with digital elements or for digital products.

Updates will be installed automatically or, if necessary, manually at the customer's expense, following the installation instructions.

### **2. Provisions Regarding the Purchase of Goods**

The offers of whatwatt AG on the internet are an invitation for customers to place an order for goods or services. By submitting an order on the website of whatwatt AG, the customer makes a binding offer to enter into a contract. whatwatt AG accepts the contract by requesting payment from the customer after the order has been placed (e.g., via TWINT, PayPal, or credit card payment).

After the customer submits the order through whatwatt AG's online order form, these GTCs and any other contractual documents will be sent to the customer in writing (e.g., via email or letter). No further storage of the GTCs or other contractual documents by the provider will occur.

Before submitting the order via the online order form, the customer can continually correct their entries using the usual keyboard and mouse functions. Additionally, all entries will be reviewed and can be corrected again in the order form/checkout area before the final submission.

whatwatt AG is entitled to set quantity and price limits for each order.

The price of whatwatt products and services can be adjusted by whatwatt AG at any time. Current retail prices are published on whatwatt.ch. B2B prices are provided upon request to companies.

### **2.1. Payment, Delay**

The prices listed on the website of whatwatt AG at the time of ordering apply. All prices include the statutory value-added tax and exclude the listed shipping costs.

### **2.2. Retention of Title**

For consumers, whatwatt AG retains ownership of the delivered goods until the full payment of the purchase price has been made.

### **2.3. Delivery**

Delivery times are listed in the offers. Any deviations from delivery times will be noted on the respective product page. The start of the delivery time specified by whatwatt AG is contingent upon the timely and proper fulfilment of the customer's obligations, especially the correct indication of the delivery address in the order.

If whatwatt AG is unable to deliver the ordered goods due to no fault of its own because the supplier of whatwatt AG does not fulfil its contractual obligations, the customer will be informed immediately that the ordered goods are unavailable. Both whatwatt AG and the customer are entitled to cancel the contract. Any payments already made by the contract partner will be refunded promptly. The customer's statutory rights remain unaffected.

For business customers, the risk of deterioration or loss of the goods transfers to the customer when the delivery item is handed over to the carrier. If the handover or dispatch is delayed due to reasons attributable to the customer, the risk transfers to the customer on the day they are notified that the delivery item is ready for shipment.

### **2.4. Acceptance Delay**

If the customer is in delay of acceptance or otherwise fails to fulfil their obligations, whatwatt AG is entitled to demand compensation for the damages incurred, including any additional expenses. Further claims remain reserved. This does not apply if the customer effectively exercises their right of withdrawal, is not responsible for the reason leading to the impossibility of delivery, or was temporarily unable to accept the offered service, unless whatwatt AG had announced the service within a reasonable period before.

The purchase price is subject to interest for late payment in accordance with statutory provisions.

The customer may prove that no or significantly lower damages have occurred than those demanded. The risk of accidental loss or deterioration of the purchased goods transfers to the customer when they are in delay of acceptance or in debtor's default.

### **2.5. Return**

The customer has the right to return the goods within 14 days. The shipping costs for the return will be borne by the customer. The purchase price, minus shipping costs, will be fully refunded within 30 days of receiving the returned goods. A CHF 30.– handling fee will be deducted if packaging is missing or destroyed, or if accessories are missing.

### **2.6. Warranty**

The statutory warranty rights apply to all goods.

The warranty for used goods marked as refurbished and/or demonstration items is 12 months. The warranty period starts from the delivery of the goods to the customer. The above limitations do not apply in cases of intentional or grossly negligent contractual breaches, fraud, damage to life, health, or body caused by negligence, in the case of a

warranty for the condition and/or durability of the goods if such a warranty has been provided, or if the scope of the product liability law is applicable.

## **3. Terms of Use for the whatwatt Portal**

### **3.1. Scope of Application**

These terms of use govern the legal and technical aspects of using the online customer portal of whatwatt AG. With these terms, whatwatt AG aims to create clear and simple rules.

By accessing the whatwatt AG portal, users declare their agreement to the following terms regarding the use of the portal.

whatwatt AG reserves the right to modify or replace the terms of use of the portal at any time without prior notice. The current version of the terms of use at the time of registration in the portal is always valid.

### **3.2. Registration and Access**

Access to the portal is via the user's internet connection. The portal can be accessed using a PC, tablet, or smartphone.

Registration is done online through a web form. During registration, the user must provide their email address and create a password. In the subsequent installation process, one or more whatwatt Go devices will be linked to the user account via QR code.

whatwatt AG is free to reject a registration request without giving a reason.

Access to the portal is then granted by entering the email address and password. Anyone who authenticates themselves with these access credentials in the portal is considered authorised to use the customer portal by whatwatt AG. whatwatt AG may, without further verification, accept any communication and declarations from the user, query them in the portal, make changes, and submit requests, etc. Corrections of submitted declarations must be made by the customer in writing to the email address specified in the relevant section or through the general contact form.

### **3.3. User's Duty of Care**

The user is responsible for securely storing their access credentials and protecting them from unauthorised use. If there is a suspicion that an unauthorised third party has gained knowledge of the password or login details, the user must immediately change the password and, if necessary, the login, or request that whatwatt AG block access. Only the access methods provided by whatwatt AG may be used to access the portal.

### **3.4. Blocking and Deletion**

whatwatt AG is entitled to block access to the portal entirely or partially at any time without prior notice. The user may request in writing at any time that their user account be blocked. The unblocking will only occur upon written request.

The access will be deleted if the user requests it via the contact form.

### **3.5. Scope of Use**

The portal allows the user to request changes to their personal data and access their consumption data. whatwatt AG reserves the right to change the content of the portal at any time and adjust it to technical and legal developments.

### **3.6. Hosting**

The user acknowledges and agrees that consumption and personal data will be stored on servers in Switzerland or within the EU.

### **3.7. Availability**

whatwatt AG strives to ensure as high and uninterrupted availability of the portal as possible. However, whatwatt AG does not guarantee that access to the portal, its functions, and services will be free from interruptions or disturbances.

### **3.8. Liability**

whatwatt AG, together with the company responsible for hosting and technical operations, manages the portal with great care. The accuracy and completeness of the information, offers, and personal data published on the portal are regularly checked and updated. However, whatwatt AG excludes any liability for direct or indirect damages (including consequential damages) arising from the use of the information published on the portal, misuse, hacking attacks (including phishing), or any technical failures.

The user is fully liable for all actions carried out under their user account using their password (especially for misuse and/or unlawful use of the portal, improper use of login data, unauthorised disclosure, including negligent safeguarding of these data), unless they can prove that they are not at fault. The user indemnifies whatwatt AG from any claims made by third parties and from other damages arising therefrom.

### **3.9. Retention of Data**

The data generated will be stored in Switzerland or the EU in accordance with the service description of whatwatt AG. At the latest upon termination of the contract, all data will be deleted, or the linkage of this data with the customer will be removed and used only in anonymised form for various statistical purposes, regardless of the reason for or origin of the termination.

### **3.10. Copyright**

The entire content of the portal is protected by copyright and belongs to whatwatt AG. Any commercial use or reproduction of the aforementioned data is only permitted with prior written consent from whatwatt AG. These provisions do not apply to private use of the portal.

### **3.11. Energy Provider Price Plans / Representation in the whatwatt System**

whatwatt AG continuously compiles the price plans of energy providers to make the customer experience as simple as possible. However, due to the large number of energy providers and the variations in price transparency and pricing structures, there is no guarantee for the customer that a specific price plan will already be predefined in the system at the time of installation. It is also possible that certain price plans cannot be represented at all (e.g., new pricing models, dynamic prices, market prices that are determined with a delay, etc.).

Customers have the option to enter a price plan into the system by themselves. Even then, only common price plans can be defined (e.g., single-rate tariffs, high/low-rate tariffs, validity periods). There is no entitlement for customers to have every possible tariff of an energy provider represented. whatwatt AG accepts no liability for the accuracy of prices.

In the event of a dispute between the energy provider and the customer due to price discrepancies, the energy provider's information shall always prevail. whatwatt AG will not take a position or assume responsibility in such disputes and does not offer support in such cases.

## **4. Interfaces with Third Parties**

whatwatt AG offers its customers the opportunity to connect to third-party services via an interface (API). whatwatt AG is solely responsible for providing a functional interface and transferring the necessary data through this interface.

The use of third-party services is based on the contractual relationship between the end customer and the third-party provider. whatwatt AG is not involved in this contractual relationship.

whatwatt AG is not responsible for the functionality of third-party devices or for any data processing performed by the third-party device providers. whatwatt AG is also not responsible if updates from third-party providers affect the

functionality of devices or the interface. The same applies if additional functions that were originally available before connecting the devices are restricted by updates. Statutory warranty provisions remain unaffected.

The privacy policies and general terms and conditions of third-party providers can be found on their websites. The customer has no claim to the inclusion of providers not supported by whatwatt AG.

## **5. Applicable Law and Jurisdiction**

Any disputes are subject to Swiss law, and the place of jurisdiction is Fribourg/FR. For all disputes related to this contract, German is agreed upon as the official language of the court. This applies even if the contract was written in another language. In case of discrepancies or disputes, the German version of the General Terms and Conditions shall prevail.