

Pre-contractual information regarding the EU Data Act (Regulation (EU) 2023/2854)

1. Data holder

RESOL – Elektronische Regelungen GmbH

Heiskampstr. 10, 45527 Hattingen, Germany

2. Subject

This declaration applies to the following networked products and related services:

2.1 Networked products

- All solar, heating, DHW exchange and multifunction controllers except the DeltaSol® A/AX/AX HE
- All controllers for heat transfer, biomass and power-to-heat
- All controllers installed in the pump stations
- KM2 communication module and DL2 Plus datalogger
- Calorimeter WMZ Plus

2.2 Related services

- RESOL RSC service centre software
- VBus.net and RPT parameterisation tool
- RESOL apps from the VBus®Touch family

The agreement exclusively governs the provision and use of the data specified in the agreement.

3. Data provided

When using the networked products or services mentioned above, product data and data from connected services will be continuously generated and provided to you.

Data of the networked products:

- Operating and usage data: Operating states, error messages, utilisation levels and maintenance events
- Measured values Technical parameters such as temperature, pressure, output, flow rate and runtimes
- Consumption data: Energy consumption and efficiency values
- Metadata: Time stamp of the data logging.

Data of related services:

- Configuration data: Language, units, date format
- The timestamp of the last login and the number of logins
- Visualisation data: Charts, live systems

Usage logs will not be created.

The data will be generated continuously and primarily in real time during operation of the product.

The actual amount of data will vary depending on the intensity of use, the service life and configuration of the product, as well as the intervals you choose for data storage and updates.

The amount of data can therefore range from 0.15 to 6.8 MB per day.

3.1 Format and quality

The data is provided in a structured, commonly used, and machine-readable format (JSON or CSV) and in at least the same quality and level of detail that is available to us as the data holder.

4. Data usage and delivery conditions

4.1 User access to the data

As a user, you have the legal right to access the readily available product data generated during operation. Depending on the product purchased and the technical configuration, access takes place through one or more of the following methods:

1) Local data logging via SD card

Logging takes place directly in the product. Access is offline by the user physically reading the SD card. The data is only available as a CSV file in this way.

2) Local data logging in the datalogger

For the purpose of data logging, the product requires the connection of the DL2 Plus datalogger to the VBus® interface. Data access and visualisation can take place continuously on the local network using the RESOL RSC service centre software, the VBus®Touch app family or, if available, via the web interface integrated into the device.

A user account is not required for all variants.

3) Local data logging on a PC

Use the RSC service centre software to continuously retrieve the product data on the local network via the VBus®/USB interface adapter. The software saves the data as a text file on your PC so that you can immediately process it with standard spreadsheet programs. It is not necessary to set up a user account.

4) Server-side data logging

The data is continuously transmitted to our servers via the DL2 Plus datalogger or KM2 communication module. After registering your user account, you can access it online at any time on the password-protected web portal VBus.net. Here you can visualise the data and export it as a CSV file. In addition, the optional RPT in VBus.net parameterisation tool also enables convenient remote configuration of the product.

For more detailed information on data logging methods and how to set up access, please visit our website and refer to the technical instructions for our devices.

4.2 Storage agreement and planned retention period

The maximum amount of data stored and the duration of storage depends on the capacity of the storage medium and the logging interval you select.

If the storage medium is full, older data will be automatically overwritten if you have selected cyclical logging in the device settings. If linear logging is selected, logging will stop automatically when the storage medium is full. No further data will be logged.

Depending on the contractual agreement, the logged data will be stored on our servers via VBus.net for 90 days or for 1 year.

4.3. Deletion of data

As a user, you have the right to have the data stored about you or your networked product deleted (in accordance with the legal requirements of the GDPR and the EU Data Act). We have integrated a corresponding deletion function into our networked products and related services.

4.4 Costs

Access to the raw data and pre-processed data in its existing form is free of charge for you as a user. There are no charges for providing access via the above-mentioned standard channels (SD card, local web interface, basic version of the web portal). CSV/JSON exports are already included in the free VBus.net basic version.

5. Use of data by RESOL

We use the generated non-personal product data and the data of related services for our own purposes. This use takes place exclusively for the purposes defined below:

- The data is used to provide the contractually agreed services (e.g. condition monitoring, remote maintenance, preparation of efficiency reports).
- We use the data in aggregated and fully anonymised form to further develop, troubleshoot, and improve the efficiency and security of our products.

We strictly undertake not to use your data to gain insight into your economic situation, business practices, or operational strategies, or to develop a product that competes with your product or service.

6. Your rights to data transmission to third parties

You have the right to request that RESOL transmit the generated data directly and immediately to a third party designated by you (e.g. an independent maintenance service provider or third party), subject to the following conditions:

- This transmission is free of charge for you.
- The designated third party may not use the data received to develop a competing product or service or to gain insight into our economic situation.
- Data transmission to companies that have been officially classified by the EU Commission as "gatekeepers" within the meaning of the Digital Markets Act (DMA) is strictly excluded by law. You are not permitted to share this information with such platforms.
- We are entitled to refuse, restrict, or suspend transmission to the third party if it can be proven that disclosure seriously jeopardises our business secrets or the IT security of the product, and no agreement can be reached on appropriate protective measures.
- You also have the right at any time to terminate an existing transmission of data to a third party with effect for the future. For this purpose, informal communication to the contact address mentioned in section 9 is sufficient.

7. Personal data

Insofar as the data generated contains personal data, processing is carried out strictly in accordance with the provisions of the General Data Protection Regulation (GDPR). Details of this, including your rights as a data subject, can be found in our separate privacy statement at:

<https://www.resol.de/en/datenschutz>

8. Protection of business secrets and data security

Data security is our top priority. To protect your data and our business secrets, we use appropriate technical and organisational measures (including, but not limited to, encrypted data transmission, role-based access controls, and multi-factor authentication). If there is a relevant security incident or data loss, we will inform you immediately.

9. Contact in case of inquiries relating to the EU Data Act

If you have any questions regarding data provision, interface setup or the exercising of your rights under the EU Data Act, please contact:

- **E-mail:** datenschutzbeauftragter@resol.de
- **Telephone:** 0049 (0)2324 9648-0

10. Complaints

In accordance with Article 37 of the EU Data Act and Article 38 (right to effective judicial remedy or to lodge a complaint), you have the right to lodge a complaint with the competent supervisory authority if you consider that your rights under section II of the EU Data Act have been infringed.

11. Contract term and termination

The free VBus.net basic version is provided for an indefinite period of time and can be ordinarily terminated. A fixed term of 12 months applies to the chargeable VBus.net-PRO access.

On request, direct booking for several years with a correspondingly longer fixed term is also possible. The PRO agreement ends automatically when the respective selected term expires, without the need for separate termination. Reactivation is then possible at the current fee. When PRO access expires, your account will be automatically converted to the free basic version; your data access will not be affected. Please refer to your respective contract for the services you have ordered to determine the exact contract terms and termination procedures for RSC and the RESOL apps.