

## **General terms of use for the Home Connect app**

### **1. Basis of agreement**

The company Home Connect GmbH, Carl-Wery-Strasse 34, 81739 Munich, Germany ("Operator") hereby provides you with the Home Connect app free of charge for installation and use on your mobile device(s). Further information on the Operator can be found in the imprint of the Home Connect app.

These general terms of use ("General Terms of Use") shall be in force between you as the user of the Home Connect app and the company Home Connect GmbH as Operator of the same. Only the Operator becomes your contractual partner. Once you have completed the registration, these General Terms of Use shall form the binding contractual basis for using the Home Connect app. You may consult and save these General Terms of Use in the Home Connect app under "*Settings*". The language version of the country you select in the registration process applies. In countries with several national languages, the Operator can offer several language versions.

### **2. Requirements for use**

To allow you to use the part of the Home Connect app which requires registration, the following conditions have to be fulfilled:

- you are a private consumer and at least 18 years old,
- you have set up a user account as part of the registration process (in certain countries, this requires the creation of a Single Key ID, see Section 3),
- you operate your home appliance ("Appliance") in a country where the Operator offers the Home Connect app (list of available countries may be retrieved from the Home Connect app).

In order to use the Home Connect app, it has to be installed on a web-enabled, mobile device that runs a supported operating system (see <https://www.home-connect.com> for a list of supported mobile devices). The mobile device and the Appliance have to be provided by you and connected to WiFi through an adequate internet router. Beyond the Appliance's WiFi coverage, your mobile device will require another data connection. During offline operation, the device may be operated as an "unconnected" Appliance. If the WiFi connection of the Appliance is deactivated or if the Appliance is outside the reach of the WiFi connection, the Appliance cannot be managed via the Home Connect app. You shall be responsible for bearing any costs arising from the data connection (also for downloading updates of the Home Connect app or the Appliance's firmware, content as well as for transmitting images). The Operator shall not be liable for the availability and/or quality of the data connection.

By downloading the Home Connect app, you acknowledge that you are not a permanent resident of any state that is subject to U.S. embargo regulations, has not been designated by the U.S. Government as a terrorist supporting state, and are not personally on a U.S. Government list of prohibited or restricted parties.

### **3. Registration process**

The use of the Home Connect app beyond the open area requires either the creation of a Home Connect app user account (registration) or the existence of a central BSH user account. For the creation of a Home Connect app user account, you generally need to provide, as a minimum, your first and last name, the location of the Appliance (country), your email address (user ID) and a personal password for registration to be successful. You may have to provide different details in some countries.

Before completing the registration process, the registration data you entered will be displayed again. Here you can correct possible input errors. Once you have successfully registered for the Home Connect app, you will receive an email confirmation (or SMS confirmation, depending on the country) and your user

account will be activated. The email (or SMS) will contain a link that has to be followed to then confirm registration. Upon activation of the user account, the user agreement is concluded.

If the registration via a single-sign-on service (currently "Single Key ID") of one of Operator's affiliated companies is already offered in your country, you will first need to create such a Single Key ID in order to create a user account for the Home Connect app. Responsible for providing this single-sign-on service is Bosch.IO GmbH, Ullsteinstrasse 128, 12109 Berlin, Germany ("BIO"). Separate terms of use of BIO apply for this single-sign-on service. You can start the registration process for the Home Connect app only with such Single Key ID. Despite that, the registration process is as described above after you have created such Single Key ID.

If you have created a user account for the Home Connect app, you can also use this account in the future, depending on the availability, as a central user account to log in to other services offered by companies affiliated with the Operator. The provider of these services will inform you of this opportunity separately when you register for these services.

#### **4. Logging in to your user account**

You should keep your password private; do not reveal it to third parties. If you lose your password or if you suspect that a third party has gained access to it, you are obliged to notify the Operator immediately using the contact information provided in the Home Connect app and to change your password. Use the "Change password" function and/or the "Forgotten your password?" function in the Home Connect app to change your password or to create a new one.

Most functions and services offered by the Home Connect app can only be used if you are logged into your user account. If you have successfully logged into your user account, you will remain logged in until you logout. The exception is if you do not perform any actions in the Home Connect app within 90 days after you logged in. In such event, for security reasons, you will be automatically logged out of your user account. It is possible to re-login. Please note that despite its convenience, not logging out of the Home Connect app after usage increases the risk of third parties who have access to your mobile device using the Home Connect app without authorisation. You are liable to the Operator for any form of misuse by third parties. Exiting/closing the Home Connect app has no impact on your user account login status.

Without logging into your user account, you can only use the limited functions and content offered in the open area of the Home Connect app.

#### **5. Use of the Home Connect app by multiple users**

In accordance with the scope specified under section 9, the Home Connect app may be used by multiple users, whereby each user has to have their own user account. If multiple users add the same Appliance to their user accounts (e.g. in a family or flat share), the user who first added the Appliance to their user account ("Main User") shall be entitled to remove the Appliance from the accounts of users who added it at a later stage. The Main User may assign their Main User privilege to another user. All users of an Appliance can see the respective device status in the Home Connect app and issue control commands if need be.

The use of third-party services (see section ) shall generally only affect the account of the user who chooses to engage such services ("Third-Party Service User"). The data sent to the third-party provider may contain data pertaining to the usage behaviour of other Appliance users. The Third-Party Service User shall undertake to inform the other Appliance users about the purpose and scope of data collection and the further processing and use of data by the provider of the third-party service before they actually engage such service. Moreover, they shall obtain the consent of all users with regard to such data handling.

#### **6. Functions and services offered by the Home Connect app**

The Home Connect app serves to manage Appliances that are compatible with Home Connect and to provide other services (e.g. tips for using certain Appliance programs, recipe suggestions or suggestions to increase energy efficiency) in connection with your Appliances.

The functions offered by the Home Connect app vary depending on the specific type of Appliance and the country in which you operate the Appliance. Explore the Home Connect app to see which specific functions are available to you. If additional features are provided for certain categories of Appliances, additional special terms of use and privacy information may apply. In such cases, we will make them available for you before you activate the respective feature. The additional special terms of use must be accepted separately and become part of this agreement. Both, the additional special terms of use and supplementary privacy information are available under "Settings" in the Home Connect app. To use the features provided by the Home Connect app, your user ID, information on your Appliance and your control commands are transmitted to a server ("Home Connect Server") via a data connection; the server transmits your control commands. Please refer to the Data Protection Information for further information on how data are treated.

You may only use the full functionality of the Home Connect app, if you are logged into your Home Connect user account, if your Appliances are allocated to your Home Connect user account ("Pairing") and if your Appliances and the Home Connect app have established a data connection with the Home Connect Server. To facilitate the initial Pairing of your Appliance with the Home Connect app, certain Appliances allow activating a Bluetooth signal emitted by such Appliance during the pairing process. After completion of the pairing process or if no connection with the Home Connect app on your mobile device is established after activation of the Bluetooth signal, the Bluetooth signal is automatically deactivated again after a maximum of 15 minutes. After Pairing, you can reactivate the Bluetooth signal on your Appliance, e.g. to connect your Appliance to the user accounts of other users or to connect compatible accessories to your Appliance.

If you deactivate your Appliance's WiFi connection in the Home Connect app, your Appliance will not be able to establish a connection to the Home Connect Server. Moreover, deactivating this connection also means that the Home Connect app cannot be used to control your Appliance.

For security reasons, some Home Connect functions require not only a command prompt via the Home Connect app, but also a manual confirmation and/or manual activation on the Appliance itself. The Home Connect app shall inform you of such requirement accordingly. For certain Appliances, it may be possible to deactivate this factory-set additional manual confirmation or manual activation in the usage settings of your Appliance. This allows you to start directly these Appliances from outside of your home network. Please note that this may involve certain risks, if you start the Appliance remotely (e.g. a third person in your household might have made changes to the loading of the Appliance). The limitations of liability pursuant to section 15 of these Terms of Use shall also apply here.

## **7. Data based services**

In order to provide certain services through the Home Connect app, we use data collected in connection with the Home Connect app. For example, depending on the frequency of use of an Appliance, we can proactively remind you of certain maintenance actions that may be required at that time, which may extend the lifetime of your Appliance (e.g., descaling or refilling salt) or use the data reactively to eliminate certain malfunctions (e.g., as part of remote diagnostics, during on-site repairs or at the repair center). A detailed description of these services and the data used in this context can be found in the Home Connect app as well as in the privacy information.

## **8. In-app/-e-mail notifications**

You can choose whether you want further notifications in the form of in-app/-e-mail notifications.

If you have set the control for the push notifications within the Home Connect app to "on", the Home Connect app can inform you about the consumption status of consumables (e.g. detergents or tabs) based on your user and appliance data stored in the user account and the data transferred from your connected Appliances, as well as keep you up-to-date on new content within the Home Connect app and tips on

handling your Appliances. We may also contact you via the Home Connect app as part of the services mentioned in section 7 and in the event of safety instructions and product recalls.

If you have given us your marketing consent, we can also inform you – within the scope of the consent given – via in-app/-e-mail notifications for example about warranty extensions, accessories suitable for your Appliances, services to improve the performance of your Appliances or their maintenance, offers for consumables, new programs, discount campaigns as well information on partners or news.

To purchase products or services that do not relate directly to the Home Connect app (e.g. a warranty extension, accessories or consumables for your Appliance), please click on the link provided by the external provider. You will be redirected to the third party's offer where you can purchase the corresponding services.

## **9. Rights of use**

The Home Connect app as well as the services and content that are included in the Home Connect app are all copyright protected.

For the term of this user agreement, you shall be granted a non-exclusive, non-sublicensable, non-transferable and revocable right of use to gratuitously utilise the Home Connect app and the services and content included therein exclusively for the purposes agreed to in these General Terms of Use as well any specific terms of use and in accordance with these General and specific Terms of Use and applicable laws. In particular, you may not copy, edit, revise, amend, decompile (reverse engineering) or convert the Home Connect app – unless otherwise permitted by mandatory laws. The rights granted to the digital content only allow the usage with Home Connect compatible Appliances. Such content is only compatible with such Appliances. If the content includes recipes (including any related pictures) and you have downloaded them to your Appliance (e.g. the Cookit), the right to use these recipes (including the related pictures) on this Appliance shall continue to exist even after the termination of the user agreement.

To provide the Home Connect services, you grant the Operator a non-exclusive, sub-licensable, non-transferable, worldwide right to use the uploaded content (e.g. images of the camera in the refrigerator or the oven, videos of the vacuum cleaner robot, recipes created by you and related pictures or notes that you add to a recipe). Such granting of rights is generally limited in time to the duration and in content to the fulfilment of the user agreement. The granting of rights to the images of the refrigerator and the oven camera also includes the right to use these images for the further development of object recognition algorithms beyond the end of the user agreement. The granting of rights to any protectable recipes (including the related pictures) shall continue beyond the termination of the user agreement.

## **10. Use of content**

If you use suggested content (e.g. cooking recipes), please make sure in advance that such content is suitable for you personally. For example, use dishes or suggested ingredients only, if they do not pose a health risk with regard to your individual health (e.g. due to allergies). In case of suggestions for expiration dates/consumption recommendations for food, please make sure that the food is in fact still safe for consumption. If you create recipes yourself on your Appliance (e.g. the Cookit), these will not be double-checked by us. Please create these recipes carefully to avoid any damage to health or property. Please also double-check again suggested programs (e.g. washing or drying programs) before starting your Appliance with such program.

## **11. Availability of functions and services**

The Operator shall make reasonable efforts to make available all of the functionalities and services offered by the Home Connect app, including the integration of and links to third-party services. However, technical difficulties may arise, temporarily interrupting such availability. No claims may be made against the Operator, if availability is disrupted.

## **12. Third-party services**

Services integrated into the Home Connect app offered by third parties and services offered by third parties which enable external access to an Appliance using their own, separate application expand the potentialities of the Home Connect app. The use of such integrated and/or external services generally requires your Home Connect user account to be connected to an existing user account held with the third-party service provider. An Internet connection is required to connect your Home Connect account to your existing third-party account.

Any special terms of use defined by the Operator which apply to the use of third-party services that are either integrated into the Home Connect app or offered externally can be found under "Integrated services" and have to be accepted separately, if applicable, before such services are used. Only the special terms of use governing third-party services which have been linked to your user account shall apply here. Please note that besides the Operator's General Terms of Use and the special terms of use for integrated and/or external services, terms of use provided by the third-party service provider may also apply. The third-party service provider shall be solely responsible for the latter.

The integration of third-party services in the Home Connect app and/or linking to external services constitute additional functionalities, the availability of which the Operator shall not be held responsible for and the provision of which the Operator may, in principle, discontinue at any time without warning. As a general rule, the Operator is not able to check the data transmitted by the third-party service provider in terms of accuracy and completeness and therefore assumes no liability to this extent.

### **13. Software updates**

The complete operability and functional reliability of the Home Connect app in connection with your Appliance can only be ensured if the updates made available for the Home Connect app are installed promptly; the same goes for any updates to the Appliance made available by the manufacturer. An update of the Home Connect app may require you to update the operating system of your mobile device in order to be able to continue using the Home Connect app. Updates of the Appliance are meant e.g. to improve existing functionalities, correct errors or add additional functions or content. Before the first update of your Appliances you respectively – in case of multiple users – any user has to confirm the download and the installation of such update in the Home Connect app. For further updates of the Appliances you respectively – in case of multiple users – the Main User according to section 5 can choose between different options (e.g. if such updates shall generally be downloaded and installed automatically, if this should be the case only for security related updates or if for each update it should be decided individually on the download and the installation). This setting can be changed at any time in the Home Connect App – in case of multiple users – by any user (also being effective for other users). In very exceptional cases (e.g. if required for product safety or data security reasons or in case of certain types of appliances), we reserve the right to directly download and install updates to the Appliance irrespective of these settings. You declare your consent to such automatic update of the Appliance. If we had to make such automatic update, we would inform you about it. During the installation of an update of the Appliance (irrespective of the type of update), the electric power to the Appliance shall not be cut and the connection to the Internet shall not be interrupted.

The Operator shall not be held responsible for errors affecting the Home Connect app or the Appliance or for any damage arising from the fact that you have not or not fully downloaded and/or installed available updates of the Home Connect app or the Appliance. You should therefore promptly download and install all updates made available. We will inform you on the availability of updates to the Appliances in the Home Connect app.

### **14. Relocation / onward sale / third-party use**

Should you relocate your Appliance to a different country, i.e. not the country where it was originally put into operation, you are obliged to change the country settings in your user account accordingly. Please note that using the Home Connect app in another country may be subject to different terms of use and a different data protection statement. If your country does not feature in the list of supported countries, you will not be permitted to continue using the Home Connect app. The use of the Home Connect app together with an Appliance which is not permitted to be used in the respective country is prohibited. In case of doubt, please contact the manufacturer of your Appliance.

If your mobile device is sold or passed on to a third party, make sure to first log out of your user account and delete the Home Connect app. It will then no longer be possible to (re)assign the mobile device to your user ID or Appliance. If you sell the Appliance, be sure to restore the factory settings. This will sever the link between the Appliance and your user account.

If you purchased your Appliance second-hand, check the account settings in the Home Connect app to make sure that no unknown users are linked to the Appliance. In case of doubt, be sure to restore the factory settings. Please refer to the Data Protection Statement for more information on data protection.

If, contrary to the stipulations under sections 4 and 5 of these General Terms of Use, you allow third parties to use your Home Connect app via the mobile device on which the app is installed, you will be responsible for ensuring that the Home Connect app is used in accordance with these Terms of Use and the applicable laws.

## **15. Liability**

The Operator shall be liable to you, without limitation, in the case of deliberate action, gross negligence and fraudulently concealed defects for any damage caused by the Operator or its legal representatives or agents. In the case of slight negligence, the Operator shall be liable to you, without limitation, for any injury to life, limb or health. Beyond this, the Operator shall be liable to you only insofar as it has violated an integral contractual obligation, this being an obligation whose fulfilment actually enables the proper performance of this agreement in the first place and the abidance by which you, as contractual partner, may regularly rely on. In such cases, liability shall be limited to compensation for the foreseeable, typical damage. The Operator's no-fault liability for damages for defects already existing upon conclusion of the contract shall be excluded to the extent permitted by mandatory law. The liability of the Operator in accordance with the provisions of applicable product liability law shall remain unaffected by the above provisions.

## **16. Changes to the General and specific Terms of Use**

The Operator shall be entitled to make changes to the General Terms of Use as well as to specific terms of use offered by the Operator under the following conditions:

The Operator may subsequently change or deviate from services provided with the Home Connect app, if the agreement of the changes or deviations is reasonable for you, taking into account the interests of the Operator. Accordingly, only such changes or deviations are reasonable that do not change the overall character of the services and become necessary due to circumstances occurring after conclusion of the user agreement (e.g. discontinuation or changes to the services of Home Connect partners; changes in laws or changed market situations).

Other changes that do not affect the Home Connect app services can be changed by the Operator without the requirement of reasonableness.

As a general rule, we shall inform you via the Home Connect app and/or by email of any changes to be made to the respective Terms of Use which may impact the contractual relationship no less than six weeks before such changes are to become effective. The notification will also contain information about your right to reject the changes and the consequences that this may have. Should you choose to reject, the Operator shall be entitled to terminate your user agreement as soon as the changes become effective and to block your user account.

## **17. Using the Home Connect App**

You may not use the Home Connect app for unauthorized (e.g. military) purposes. You are not entitled to commercially distribute or process the services, content, data and information you receive in connection with the use of the Home Connect app. In the event of improper or unauthorized use of the Home Connect app, the Operator may take appropriate measures, including blocking users.

## **18. Term and termination of the user agreement**

The user agreement runs for an indefinite period. You can terminate the user agreement at any time. The Operator shall be entitled to terminate the user agreement with you giving a notice period of six weeks, or less if the Operator chooses to discontinue its operation of the Home Connect app. The right held by both contractual parties to cancel the user agreement for a compelling reason shall remain unaffected hereby. The Operator shall have a compelling reason in particular if you are found to violate key obligations of these General Terms of Use (see e.g. sections 2, 5, 9 or 17) or the specific terms of use or if a registration has been made via the single-sign-on service mentioned in section 3 and the underlying agreement for this single-sign-on service has been terminated. In the latter case, registration in the Home Connect app is no longer possible.

## **19. Right of withdrawal**

As a consumer, i.e. as a natural person who concludes a legal transaction for purposes which can predominantly not be attributed to his/her commercial or self-employed professional activity, you are entitled to a right of withdrawal within fourteen days for all chargeable services offered by the Operator in the Home Connect app. This right of withdrawal only applies to the respective services offered by the Operator in the Home Connect app that are liable to pay costs. The purchase contract for Home Connect compatible devices or any existing right of withdrawal in this context remains unaffected.

### **Withdrawal information**

#### **Right of withdrawal**

You have the right to withdraw from this user agreement for the use of the Home Connect app within fourteen days without giving reasons.

The withdrawal period is fourteen days from the date of conclusion of the usage agreement.

In order to exercise your right of withdrawal, you must inform us (Home Connect GmbH, Carl-Wery-Straße 34, 81739 Munich, Germany, further contact details can be found in the imprint of the Home Connect app) of your decision to withdraw from this agreement by means of a clear declaration (e.g. a letter, fax or e-mail sent by post). You can use the attached template of a withdrawal form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of withdrawal**

If you withdraw this user agreement, we will reimburse to you all payments we have received from you under this user agreement, including delivery charges (other than additional charges resulting from your choosing a method of delivery other than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notice of your withdraw of this user agreement. For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services be commenced during the withdrawal period, you shall pay us a reasonable amount for services subject to a charge which is equal to the proportion of services subject to a charge that have already been performed by the time you notify us of the exercise of the right of withdrawal in respect of this user agreement in relation to the total amount of services provided under this user agreement.

The right of withdrawal expires in the case of an agreement for the delivery of digital content that is not on a physical data carrier even if the Operator has begun to execute the agreement after you (i) have expressly

agreed that the Operator will begin to execute the agreement before the expiry of the withdrawal period, and (ii) have confirmed your knowledge that you will lose your right of withdrawal through your consent with the beginning of the execution of the agreement.

### **Template of a withdrawal form**

(If you want to withdraw the user agreement, please fill out this form and send it back.)

To: Home Connect GmbH, Carl-Wery-Straße 34, 81739 Munich, Germany

-I/we (\*) hereby withdraw the user agreement concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following services (\*)

-Ordered on (\*)/received on (\*)

-Consumer(s) name(s)

-Address of the consumer(s)

-Signature of the consumer(s) (only for paper communication)

-Date

\_\_\_\_\_  
(\*) Delete as appropriate.

For services provided by partners, the withdrawal instructions of the respective partner must be observed.

### **20. Online dispute resolution platform, participation dispute resolution proceedings**

The European Commission provides a platform for online dispute resolution (OS). The platform can be reached at <https://ec.europa.eu/consumers/odr/>

We are not obliged to participate in a dispute resolution procedure before a consumer arbitration board and have decided against voluntary participation. If you have any complaints, questions or remarks, please feel free to contact us using the contact details listed in the imprint of the Home Connect app.

### **21. Applicable law / place of jurisdiction / Severability clause**

The mandatory legal provisions governing your usual place of residence shall apply. Otherwise, the law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply in any case. The place of jurisdiction for any disputes arising from or in connection with these General and any specific Terms of Use shall be Munich, Germany. Mandatory, legal places of jurisdiction shall remain unaffected.

Should any provision of these General or any specific Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions.

Date of issue: October 2020