

Home Connect (家居互联) APP

使用条款

1. 合约基础

博西华家用电器服务江苏有限公司（中国江苏省南京市鼓楼区汉中路 2 号亚太商务楼 19/20/21 楼）向您免费提供可在您的移动设备上安装和使用的 Home Connect (家居互联) APP。

您作为家居互联 APP 的使用者，以及博西华家用电器服务江苏有限公司作为家居互联 APP 的运营商（以下简称“运营商”），都应遵守这些使用条款（以下简称“使用条款”）。自您完成注册开始，这些条款将构成对家居互联 APP 的使用有约束力的合约基础。您可以随时在家居互联 APP 的“设置”页面中查看这些使用条款的内容并进行保存。

2. 家居互联 APP 的功能与服务

家居互联 APP 是为控制那些支持家居互联功能的家用电器（以下简称为“家用电器”）而设计，并为您提供其他与家用电器相关的服务（例如，推荐使用家用电器的特定程序、提供食谱建议或节能使用建议等）。

家居互联 APP 会根据不同的家电类型提供相应的功能。有关具体可用功能，请参见家居互联 APP。

为安全起见，某些家居互联功能不仅要求通过家居互联 APP 输入指令，还必须在家用电器上进行手动确认或手动激活。如有上述要求，家居互联 APP 将相应通知您。

您的用户 ID、与您的家用电器相关的信息以及您的控制指令将通过数据连接传输到协调控制指令执行的服务器（“家居互联服务器”）。有关个人数据的保护，详情请参见家居互联数据保护声明。

在以下条件均满足的情况下您方能完整使用家居互联的功能与服务：您已经登录了您的家居互联用户账户，您的家用电器与用户帐户相关连，同时您的家用电器与家居互联 APP 与家居互联服务器建立了数据连接。

如果与服务器的连接被取消或蓄意中断，您只能在家用电器所处位置的 Wi-Fi 网络范围内（仅使用 Wi-Fi 模式）使用家居互联 APP 有限的功能。出于安全原因考虑，我们不建议您仅使用 Wi-Fi 模式对家用电器进行长久控制，因为这将使您无法接收到任何可适用的和安全相关的软件安装更新。

如果您在家居互联 APP 中设置了关闭 WI-FI 连接，您的家具电器则将无法建立与服务器的正常连接。此外，关闭了连接的情况下您将无法通过家居互联 APP 来控制您的家用电器。

3. 注册流程

使用家居互联 APP 时，需要您创建一个用户帐户（即注册）。注册时，至少需要输入您的姓名、家用电器所处位置（国家/地区）、手机号码、您的电子邮箱地址（即用户 ID）以及个人密码。在某些国家您可能需要提供其他相关信息。

注册了家居互联 APP 后，您会收到一封提示注册成功和激活用户帐户的确认邮件。必须单击该邮件内所附链接才能确认注册。

4. 用户账户的登录

请您妥善保管好您的用户账户私人密码，请不要任何向第三方透露您的密码信息。如果您丢失了账户密码或者怀疑您的账户被第三方获得使用，请您立即通过家居互联 APP 里提供的联络信息与运营商进行联系并且更改您的账户密码。您可以使用家居互联 APP “更改密码”或“忘记您的密码？”的功能来进行密码更改或者创建按一个新的账户。

家居互联 APP 里为您提供的大部分的功能与服务需要您登录帐户来实现。出于安全考虑，您的帐户状态在成功登陆以后的 24 小时后自动退出。如果您在设置中选择了“保持登录状态”，您的帐户会在成功登陆以后的 3 个月后自动退出。请知悉使用保持登陆状态功能给您带来方便的同时，也增加了可以接触到您移动设备的第三方在未经授权的情况下通过您的移动设备使用家居互联 APP 的风险。任何被第三方滥用的情形下，您需要对运营商承担相应责任。您只需要通过退出用户帐户的方式来关闭“保持登录状态”的功能。仅关闭或退出家居互联 APP 不会改变您的帐户登录状态。

5. 使用的前提条件

为了让您能够使用家居互联 APP 中需要注册的部分，必须满足以下条件：

- 您是年满 18 周岁的消费者；
- 您在注册时创建了用户帐户；
- 您的家用电器位于家居互联 APP 适用国家/地区之一（可参见家居互联 APP 了解更多有关适用国家/地区具体信息）；

为了正常使用家居互联 APP，须在移动设备上安装本 APP，且该设备应当可以访问互联网并具有合适的操作系统（详见 <http://www.home-connect.cn/> 了解更多支持的移动设备信息）。您的移动设备和家用电器须由您通过自行提供的相应的互联网路由器连接至同一 Wi-Fi 网络。如果超出了家用电器连接的 Wi-Fi 网络的覆盖范围，您的移动设备将要求重新进行数据连接。当 Wi-Fi 连接未开启时，您可以对“未联网”家用电器进行离线操作，但不能通过家居互联 APP 对家电进行控制。数据连接所产生的费用（包括下载家居互联 APP 或家用电器固件更新及图像传输）由您自行承担。运营商不为数据连接的可用性和/或质量承担任何责任。

6. 多用户使用

根据本使用条款第 9 项的规定，家居互联 APP 可以在每个用户享有独立的帐户情况下，实现多用户操作功能。如果多个用户将相同的家用电器添加到各自的用户帐户中实现关联（如在一个家庭或公寓内共享），则第一个将该电器与自己用户帐户相关联的用户（“主要用户”）有权将之后添加的用户从关联帐户列表中移除。主要用户也可将主要帐户权限转移给其他的用户。所有与家用电器相关联的用户都可以在家居互联 APP 上看到关联电器的状态，并在需要的情况下发出控制指令。

使用第三方服务功能（参见本条款第 7 项）通常只对选择该服务的用户（“第三方服务用户”）产生影响。但是发送到第三方服务提供商的数据可能会包含多用户共享帐户中其他用户的使用信息。因此，使用第三方服务的用户在实际使用该服务前，应告知共享平台上其他用户数据收集的目的和范围、数据的后续处理以及第三方服务商使用这些数据的事实。。此外，使用第三方服务的用户就数据处理事宜应获得其他所有共享用户的同意。

7. 第三方服务

如有需要，您可以通过家居互联 APP 使用第三方服务，包括由第三方提供的适用于家居互联 APP 的集成服务，和通过第三方提供的独立的应用程序来实现家居互联 APP 功能扩展的外部服务。使用这种集成服务和/或外部第三方服务通常要求您要将家居互联用户帐户与已经存在的使用第三方服务的帐户相关联。对于运营商所明确的，通过集成或外部扩展方式实现的第三方服务的应适用的特殊使用条款我们都将在“综合服务”部分中标明。用户需要在使用该服务前确认并分别接受相关第三方服务的特殊条款，并且只有与您的用户帐户相关联的第三方服务在此适用。请注意除了运营商的一般使用条款和关于集成服务和/或外部服务的第三方服务特别使用条款外，由第三方服务商提供的使用条款同样适用于第三方服务的情形。第三方服务提供商对其使用条款全权负责。

由第三方提供的适用于家居互联 APP 的集成服务和/或与外部服务相关联服务都属于扩展内容，运营商不为其可用性承担任何责任。原则上运营商有权在任何时间终止提供外部服务，毋须另行通知。一般情况下，运营商无法检查第三方服务提供商所传输数据的准确性和完整性，也不就此承担任何责任。

8. 软件更新

只有当您及时地安装了我们提供的更新，家居互联 APP 才能充分发挥功能并在您的家用电器上安全操作。同样，如果制造商对家用电器进行更新，您也应当及时更新机器。家用电器的更新包括，比如改进现有功能、修正错误或添加额外的功能\内容。在您第一次更新机器时：-如果有多个用户的话-每一个用户必须在家居互联 APP 中确认此类更新的下载和安装。在后续更新机器时：-如果有多个用户的话-主要用户（根据本文件第六条）可以在不同的选项之间进行选择（比如：此更新通常自动下载和安装、仅自动下载和安装与安全相关的更新、或者每次更新都由用户单独决定是否下载和安装）。用户可以随时在 APP 中更改这个设置 - 如果有多个用户的话 - 任何用户都可以更改（所作更改对其他用户也有效）。在特殊情况下（例如，如果出于产品安全或数据安全方面的原因或某些特殊类型的家电），无论用户是如何设置的，我们保留直接下载和安装更新至家电的权利。您声明同意此类自动更新。如果我们必须执行此类自动更新，我们会通知您。在安装家电更新的过程中（无论何种类型的更新），请勿切断家电电源或网络连接。

因您未能（或未能完全）下载或安装家居互联 APP 或家电所提供的更新导致错误从而影响家居互联 APP 或家电的使用、或由此引发的任何损失，运营商不承担任何责任。因此您应当及时下载和安装所有提供的更新。我们将在家居互联 APP 中通知您可供下载和安装的家电更新。

9. 使用权利

家居互联 APP 以及通过该 APP 获得的服务、数据和信息均受到版权的完全保护。

根据用户使用合约，您有权以非独占性、不可分许可的方式免费使用家居互联 APP，且仅可用于这些使用条款约定之目的，并且须符合这些使用条款和适用法律之规定。特别是如无强制性法律允许，您不得抄袭、编辑、重组、修改、反编译（逆向工程）或转换家居互联 APP。

10. 功能和服务的可用性

运营商应尽合理的努力确保家居互联 APP 的所有功能和服务可用，也包括关联第三方的集成外部服务。然而，仍有可能出现技术问题造成可用性暂时中断。您无法因可用性中断而从运营商处获得任何赔偿。

11. 地点变更/第三方转售/使用

如果您要将您的家用电器从原先安装使用的国家/地区转移到其他的国家/地区，您必须在用户账户设置中做出相应的更改。请注意在不同的国家/地区使用家居互联 APP 可能会适用不同的使用条款及家居互联数据保护声明。鉴于一些国家/地区不允许家居互联 APP 与家用电器的配合使用，如果您转移的国家/地区不在我们所支持的国家/地区范围内，您可能无法继续使用家居互联 APP。如果您有任何疑问，请联系您的家用电器制造商。

在向第三方永久性售出或转让您的移动设备使用权之前，请确保退出您的用户帐户并删除家居互联 APP，以确保您的移动设备不再（重新）匹配到您的用户账户或家用电器。如果您售出的是家用电器，则应重置家用电器的并恢复出厂设置。这样，您的家用电器与用户账户之间将不再关联。

如果您购买了二手的家用电器，请检查家居互联 APP 中的用户账户设置以确保没有未知用户和您的家用电器相关联。如果还有任何疑问，您可以选择恢复出厂设置。您也可以参阅家居互联数据保护声明了解更多关于数据保护的信息。

如果您违反了本使用条款第 4 项和第 6 项中的规定，私自允许第三方在安装了家居互联 APP 的移动设备上使用您的家居互联 APP，那么您有责任确保家居互联 APP 的使用符合这些使用条款和适用法律的规定。

12. 担保/责任

运营商仅因其自身及/或其法定的代表或代理人故意或重大过失造成的损害负责且没有责任上限。如仅是轻微疏忽，则运营商仅对人身伤亡，肢体和健康损害负责且没有责任上限。除此以外，运营商仅对违反了构成完整合同的义务而承担法律责任。这里所指构成完整的合同义务是指您作为合同的一方，有理由信赖基于此合同，运营商能够适当完整履行此合同作为首要义务。这种情形下运营商的法律责任限于对可预见的、典型的损害赔偿。除非强制性法律另有规定，否则运营商在合同签订时即存在的产品缺陷无过失责任应当予以排除。现行适用的产品责任法中关于运营商此类责任的相关条款不受上述条款的影响。

13. 使用条款的更改

运营商有权更改使用条款。如更改影响我们合约关系的使用条款，我们会就使用条款的更改征得您的同意。您可以同意并按照更改后的使用条款继续使用家居互联 APP，您也可以拒绝同意。如果您不同意更改，运营商有权立即终止与您的用户合约而无需另行提前通知并冻结您的用户帐户。

14. 用户合约的终止

如果运营商决定停止家居互联 APP 的运行，则运营商有权与您终止用户合约，并应提前六周或在六周以内发布通知。如果出于正当原因，合约双方终止用户合约的权利都将不受影响。如果运营商发现您违反本使用条款所规定的重要义务（参见本条款第 5 项，第 6 项，第 9 项），则运营商有充分理由终止合约。

15. 适用法律/司法管辖地

本使用条款受中华人民共和国法律管辖。对于由于这些使用条款造成或与其相关的任何纠纷，应提交至运营商所在地的管辖法院处理。

更新时间：2017 年 9 月

Terms of use for the Home Connect app

1. Basis of agreement

BSH Home Appliances Service Jiangsu Co. Ltd., 19/F, 20/F, 21/F, Asia Pacific Tower, 2 Hanzhong Road, Gulou District, Nanjing, P.R. China, provides the Home Connect (家居互联) app to you free of charge for installation and use on your mobile device.

These terms of use ("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. Once you have completed registration, these terms shall form the binding contractual basis for using the Home Connect app. You may consult and save these Terms of Use in the Home Connect app under "Settings".

2. Functions and services offered by the Home Connect app

The Home Connect app serves to manage household appliances ("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 device. Explore the Home Connect app to see which specific functions are available to you.

For security reasons, some Home Connect functions require not only a command prompt via the Home Connect app but also manual confirmation and/or manual activation on the Appliance itself. The Home Connect app shall inform you of such requirement accordingly.

Your user ID, information on your Appliance and your control commands are transmitted to a server ("Home Connect Server") via the data connection; the server transmits your control commands. Please refer to the Data Protection Statement for further information on how data are treated.

You may only use the full functionality of the Home Connect app if you are logged in to your Home Connect user account, if your Appliances are allocated to your Home Connect user account and if your Appliances and the Home Connect app have established a data connection with the Home Connect Server.

If you disconnect your Appliance from the Home Connect Server in the Home Connect app, you will only be able to use a limited range of functions and services visible in the Home Connect app within the scope of the WiFi connection that covers the Appliance (WiFi-only use). For security reasons, we discourage managing an Appliance through the WiFi-only setting for a long period of time as this will prevent you from receiving any available, security-relevant software updates for 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.

3. Registration process

Use of the Home Connect app requires the creation of a user account (registration). You generally need to provide, as a minimum, your first and last name, the location of the Appliance (country), your mobile phone number, your email address (user ID) and a personal password for registration to be successful. You may have to provide other details in some countries.

Once you have successfully registered for the Home Connect app, you will receive an email confirmation and your user account will be activated. The email will contain a link that has to be followed to then confirm registration.

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 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. For security reasons, you will be automatically logged out of your user account no more than 24 hours after logging in. If you activate the function "Remain logged in", you will not be automatically logged out of your user account for three (3) months. Please note that despite its convenience, using this function 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. In order to deactivate the function "Remain logged in", simply log out of your user account. Closing the Home Connect app has no impact on your user account login status.

5. 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,
- you operate your 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 <http://www.home-connect.cn> 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 is deactivated or if the mobile device 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 as well as for transmitting images).. The Operator shall not be liable for the availability and/or quality of the data connection.

6. Use of the Home Connect app by multiple users

In accordance with the scope specified under item 0, 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 item 0) 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 undertakes 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 will obtain the consent of all users with regard to such data handling.

7. 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. 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.

8. 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. 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 item 0 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 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.

9. Rights of use

The Home Connect app and the services, data and information that can be used and accessed via the 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 exclusively for the purposes agreed in these Terms of Use and in accordance with these Terms of Use and applicable law. In particular, you may not copy, edit, revise, amend, decompile (reverse engineering) or convert the Home Connect app – unless otherwise permitted by mandatory law.

10. 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.

11. 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 items 0 and 0 of these 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.

12. Liability

The Operator shall be liable to you, without limitation, in the case of deliberate action and gross negligence 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.

13. Changes to the Terms of Use

The Operator shall be entitled to make changes to the Terms of Use. In case the changes impact the contractual relationship the Operator will ask that you give consent to the amended Terms of Use. You will be able to either give your consent and continue using the Home Connect app in line with the amended Terms of Use, or withhold your consent. Should you choose to withhold your consent, the Operator shall be entitled to terminate your user agreement without prior notice and to block your user account.

14. Termination of the user agreement

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 Terms of Use (see items 0, 0 or 0).

15. Applicable law / place of jurisdiction

The Terms of Use are governed by the law of the People's Republic of China. Any disputes arising from or in connection with these Terms of Use shall be settled before a competent court of the location of the Operator.

Date of issue: September 2017