

## **Terms of use for the Home Connect app**

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

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

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 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.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 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 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 item 7) 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 functionalities 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 6 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 4 and 6 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. 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 Terms of Use which may impact on 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. We will ask that you give consent to the amended Terms of Use no later than by the time at which the changes will come into force. 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 as soon as the changes become effective 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 5, 6 or 9).

#### **15. Applicable law / place of jurisdiction**

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 Terms of Use shall be Munich, Germany. Mandatory, legal places of jurisdiction shall remain unaffected.

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