

TERMS AND CONDITIONS OF SERVICE (COVIVA)

THE COVIVA SERVICE IS A SERVICE PROVIDED BY THE HAGER GROUP. THE SERVICE IS OFFERED BY BERKER VETRIEBSGESELLSCHAFT ZUM GUNTERSTAL 66440 BLIESKASTEL GERMANY. IT IS THE OBJECT OF THESE TERMS AND CONDITIONS OF SERVICE.

DEFINITIONS:

The **Coviva service**, hereinafter also referred to as the **service**, is the server-based service which allows the management and control of devices connected to the Coviva controller via the Internet by means of an App for compatible mobile devices as specified in Section A.I.2.

The **Coviva controller** is the controller to which the peripheral devices are to be connected and which communicates with your mobile device.

The **Coviva system** is the system composed of a Coviva controller, the Coviva App and quicklink and sepio products to manage and control building installations.

Berker is Berker Vertriebsgesellschaft mbH & Co. KG, Zum Gunterstal, 66440 Blieskastel.

Mobile device: Smartphone, PCs or PC tablets.

The **Reference user** is the member of the family responsible for the use of the Coviva system and its services.

The **terms and conditions of service** are the terms and conditions of service specified in Sections A and B.

The **software products** are the computer programmes on which this service is based.

The **system** is the Coviva system set up at the home of the reference user.

YOU MUST ACCEPT THE FOLLOWING TERMS AND CONDITIONS ON THE PROVISION OF THE SERVICE AND END-USER LICENCE AGREEMENT FOR SOFTWARE PRODUCTS IN ORDER TO BE ABLE TO USE THE SERVICE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS IN WHOLE OR IN PART, YOU WILL NOT BE GRANTED ACCESS TO THE SERVICE.

THE AGREEMENTS (TERMS AND CONDITIONS ON THE PROVISION OF THE SERVICE AND END-USER LICENCE AGREEMENT FOR SOFTWARE PRODUCTS) CONCLUDED BETWEEN YOU AND BERKER GOVERN YOUR USE OF THE SERVICES AND THE ESSENTIAL SOFTWARE PRODUCTS. IF YOU CLICK ON 'I ACCEPT', YOU AGREE THAT THESE TERMS AND CONDITIONS ARE APPLICABLE WHEN YOU ACCESS OR USE THE SERVICE.

A. PROVISION OF THE SERVICE

I. USE OF THE SERVICES

1. REGISTRATION. In order to be able to use the service you must register on Berker.com/coviva, set up an account, and download and install the Coviva App onto your mobile device. Registration requires you at the very least to give your email address and name (user identification) as well as an individual user password.

If you sell or permanently assign your Coviva controller to another person, you must update your account accordingly. The new user must in turn register on Berker.com/coviva and set up his/her own account in order to be able to use the services.

In order to maintain the maximum level of security, confidentiality and functionality of the system you must keep your login data secret. Do not share your account information with third parties. You are responsible for maintaining the confidentiality of your account information. It is essential to follow the instructions given in respect of your Coviva controller (installation, user and operating instructions).

2. SYSTEM REQUIREMENTS / COMPATIBILITY:

Smartphone (iPhone or Android)

PC or PC tablet

Web browser and Internet access

in the following versions:

iPhone and iPad: Version iOS 8 and later versions

Android: Android 4.0 with access to Google Play

The latest version of Safari, Chrome, Firefox, or Internet Explorer on Mac OS X v10.9 (or later version) and Windows 7 (or later version)

3. THIRD-PARTY SUPPLIER FEES. The system uses an Internet connection. The use of this service requires the transmission of a certain volume of data via the respective connections. It is necessary to ensure an appropriate volume of data is available for the Internet connection at the installation site of the Coviva controller and on your mobile device. For further information on the applicable fees, data volume available, usage restrictions and other provisions on performance please contact the respective Internet or mobile service provider. We accept no liability for any fees accrued from third-party suppliers.

4. UNAUTHORIZED USE. It is prohibited to use the service for purposes other than those intended, in particular in a threatening, detrimental, abusive, defamatory, offensive, slanderous, denigrating, false, improper or otherwise illegal or inappropriate way or to access, gather, store or use the personal data of third parties without their consent.

Also prohibited is any use of the service which unreasonably or disproportionately encumbers the infrastructure of Berker or its business partners or which alters, damages or deletes content provided by Berker.

The service is not intended for use in high security sectors, such as nuclear power engineering, in life-sustaining systems, in emergency communication systems, in aircraft navigation or communication and, generally, in such systems which may result in death, injury, or serious personal or environmental damage in the event of a malfunction of the service.

5. UPDATES. The software products are to be maintained by Berker and modified or updated in the course of time as required. We perform these updates in the form of error corrections, patches, extended functions and new versions by means of standard procedures in the operating system of your Coviva controller, via the commercial App platforms or server. Any updating requires your consent. Depending on the type of update, your consent may be required in order to be able to continue using the services without restrictions. Berker accepts no liability for any errors of the service attributable to your failing to download or to download completely and/or to install updates already available to you.

6. INTELLECTUAL PROPERTY. Berker and its affiliates (§15 of the German Stock Corporation Act [AktG]) are owners of the copyrights, brands and other intellectual property rights to all the content displayed with and by the service. You may not, without our prior written consent, reproduce, alter or use such materials or content to the benefit of third parties, or compile, advertise, create, realize, publish, disseminate, distribute, communicate or broadcast works derived therefrom or put such into circulation (including the display or dissemination of such materials on third-party websites); excluded therefrom is the use of the service for the purposes intended in accordance with these terms and conditions of service.

II. RESTRICTIONS ON THE SERVICES AND EXCLUSION OF LIABILITY

1. EVENTS BEYOND THE CONTROL OF BERKER. You accept that the service is subject to limitations and restrictions over which Berker can have no influence, including the reasonable care of your Coviva controller in accordance with the respective instructions for use, the capacities of your wireless network, Internet availability, environmental influences (e.g. buildings, weather, geography and topography), atmospheric conditions and other factors which may affect the use of the Internet or of satellites and satellite data. Furthermore, the software services and network availability are dependent on third-party providers and are by nature server-based services. In view of this fact, Berker is not in a position to guarantee uninterrupted availability, accuracy, completeness or punctuality of the service.

2. RESTRICTIONS AND ALTERATIONS OF THE SERVICES. Berker reserves the right to interrupt and suspend access to the service temporarily and for as long as this is necessary for compelling reasons, such as in the case of essential maintenance work on the servers or infrastructure, of software updates or unauthorized attacks on data. Furthermore, Berker reserves the right to alter the service (or parts or content thereof) and access procedures if and to the extent to which this is deemed to be acceptable to you in consideration of the interests of Berker. Whenever possible, we will advise you in advance of any alterations, suspension or interruptions.

Berker assumes no liability to you or third parties if Berker alters, suspends or interrupts the services in such a way.

3. LIABILITY. Berker is liable, restricted to the amount of foreseeable damages typical for the contract, for slight negligence in breach of its essential contractual obligations (obligations, the fulfilment of which enables the contract to be executed properly in the first place and adherence to which the contracting party is entitled to expect and to rely on). Berker is not liable for slight negligence in breach of non-essential obligations arising from the contractual obligations. The aforementioned liability limitations do not apply in cases of mandatory liability under the law, in particular in accordance with the German Product Liability Law, in the case of having provided a guarantee or of culpable injury to life, limb or health.

III. RESPONSIBILITY OF THE REFERENCE USER

The reference user is not only responsible for personally complying with the obligations arising from these terms and conditions of service but also for all the users of the services, irrespective of whether or not such use has been authorized by the reference user.

IV. DATA PROTECTION

The service is governed by the Coviva data privacy policy. The data privacy policy regulates how information which you have placed at our disposal is collected, used, disclosed and passed on in accordance with the applicable European and national legislation.

V. NOTICE OF TERMINATION

Notwithstanding other rights and legal claims, Berker is entitled, for good cause without giving notice of termination, to terminate this contract with you, to block access to the service and to deactivate your account, especially if you or another user have not fulfilled an essential contractual obligation, have continuously failed to fulfil contractual obligations and such breach of the contract cannot be remedied or you do not remedy the breach of contract within the period specified for remedy thereof. Subsequent to prior notification, however on expiry at the earliest of the manufacturer's warranty for your Coviva controller, Berker is also entitled to terminate the service at any time due to technical obsolescence or for reasons which have an impact on the functionality of the Coviva system. Berker is not liable to you or third parties if Berker has exercised its right to terminate the contract.

VI. ASSIGNMENT OF CONTRACT

We are entitled to assign the rights and obligations arising from the agreements in accordance with Sections A and B in full discharge to one of our affiliates. If we exercise this right of assignment, you are entitled to terminate the agreements with immediate effect.

VII. CONTACTS

B. END-USER LICENCE AGREEMENT FOR SOFTWARE PRODUCTS

The software products, which are in part available via the commercial App platforms iTunes and Google Play, will be licensed to you. Your licence for these software products requires your prior consent to this end-user licence agreement in accordance with Section B. Your licence for the use of the software products under these terms and conditions will be granted to you by Berker and for the use of the Coviva App by the publisher represented by us, Hager Controls SAS, 33, rue Saint Nicolas, 67700 Saverne, RCS Saverne 451 540 744. The publisher and Berker reserve all rights in and to the software products, which have not been expressly granted to you under the terms and conditions of Section B.

The licence for the software products issued to you for the use of the services is limited to the granting of non-transferable rights to the use in accordance with these terms and conditions of service. This licence does not allow you to distribute the software products or to make them available via a network. You may not rent out, loan, sell, assign, redistribute or sublicense the software products. You may not copy (unless this is expressly permitted by this licence and the terms of use), decompile, reverse engineer, or disassemble the software products, updates of the software products or parts thereof, or attempt to obtain the source code of the software products, or process the software products or create works derived from the software products (unless and insofar one of the limitations specified is inadmissible under current law or the terms of the licence governing the use of an open-source as part of the licensed application allow this). Any attempt to do this is immediately deemed to be in breach of our rights as licensor.

The terms of this license are also applicable to all updates, which are provided by us or the publisher, and which replace or supplement the original software products, unless such updates are subject to a separate licence. In this case the update is governed by the terms of the separate licence.

Status: February 2018

DATA PRIVACY POLICY (COVIVA)

DEFINITIONS:

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The **Reference user** is the member of the family responsible for the use of the Coviva system and its services.

The **terms and conditions of service** are the terms and conditions of service specified in Sections A and B.

The **system** is the Coviva system set up at the home of the reference user.

At Berker Vertriebsgesellschaft mbH & Co. KG, Zum Gunterstal, 66440 Blieskastel, we take the protection of your personal data seriously. We would like to explain to you below the nature, scope and purpose of the collection, processing and use of the data accumulated on the basis of your use of the Coviva service.

General information on how data transmission functions in the Coviva system:

The information communicated by the peripheral devices connected to the Coviva controller on your home (temperature, blinds open/closed, etc.) is stored in an encrypted form at your home in the Coviva controller. If you log into the Coviva system via the Coviva App inside or outside your home, the App creates a direct <https://secured> link to your controller (bank level encryption: https. SSL 2048 bits).

Https (hypertext transfer protocol secure) is a hypertext transfer protocol. It is possible to make data inaudible and unreadable in the transfer process. This is achieved through encryption and authentication. Authentication serves to verify the identity of the connecting partner when establishing the communication.

This means that you alone see the information on your home. When logging in outside your home, the Berker server connects you with your Coviva controller. Your Coviva controller and your mobile device can communicate with each other and your Coviva controller can receive commands. At no time will information on your home be collected by us or stored on the Berker server.

Controller:

The controller for the collection, processing and use of personal data within the meaning of the German federal data protection legislation is Berker Vertriebsgesellschaft mbH & Co. KG, Zum Gunterstal, 66440 Blieskastel.

I. WHAT KIND OF DATA DOES BERKER COLLECT?

Data which you make available to Berker: When you register, you provide us with certain data, to be specific your name and email address.

Data which is automatically collected and saved in the system: Every time you log in, you use and we collect your IP source address to allow the Coviva controller to communicate with your mobile device.

Data which is collected during installation: Further information on the installer, product-related information (series number and MAC address) and the status of the installation ('system consigned/not consigned to customer') is recorded.

II. USE AND DISCLOSURE OF DATA COLLECTED

We are entitled to use your personal data in order to be able to offer you the service and generally for the purpose of executing the contract, including but not limited to

- 1) establishing the connection between the Coviva controller and the mobile device. Your email address allows the transfer of the control via the installer's system to you without having to disclose, share or duplicate login data or access codes. In order to do this the installer creates an account for you in the Coviva controller so that you are identified first by the system as the authorized reference user. Subsequently, when we send you the corresponding message, you log into your personal account at Berker.com/coviva by entering your password. Each time you log into your account, the system verifies the authorization to use it. If you lose your mobile device or if it has been otherwise misplaced, you can log into your account from anywhere, change your password and make access to your system by a third party impossible,
- 2) sending notification of available updates, and any necessary maintenance or error correction work,
- 3) corresponding in the case of a complaint,
- 4) providing services in respect of your customer account, e.g. 'forgotten your password?',
- 5) consigning the system through the installer to the reference user,
- 6) allowing access to the installer to the system on the command of the reference user,
- 7) securing the Coviva system (infrastructure).

The personal data will be collected and processed by us or our affiliates in good faith for the purposes specified within the scope of administrative processes, accounting, customer service, IT system administration, maintenance and marketing in accordance with this data privacy policy. The personal data will be stored in the databases of our affiliates (§15 of the German Stock Corporation Act [AktG]) and in the databases of external providers of hosting services, with which an appropriate agreement has been concluded in accordance with the applicable data protection legislation. A list of these external providers is available on request. These databases are located in the territory of the European Union.

We would like to draw your attention to the fact that the personal data which you have provided may be passed on to the authorities, public bodies or consultants if and insofar such information should prove to be necessary to protect the legitimate interests of Berker, customers, employees or suppliers of Berker on fiscal or legal grounds. In the case specified in Section A. VI. of the terms and conditions of service, the new contracting partner is entitled to use the data for the purposes stipulated in this data privacy policy.

III. DEACTIVATING YOUR ACCOUNT

You can cancel your registration on Berker.com/coviva at any time, in the process deactivating your account. Your account along with your personal data will be deleted. The service ceases.

IV. RIGHTS TO ACCESS INFORMATION

In accordance with national and European Union data protection legislation you are entitled at any time to receive information free of charge on the personal data stored on you. In this case, you may request a copy of the relevant data with all the details on the source of the respective data collected and the nature and purpose of the data processing undertaken by us. You can verify, correct or update the personal data communicated to us by logging into your account via the Coviva App and editing your personal data in your account profile. You are also entitled to withdraw at any time your consent to the processing of your personal data. If you wish to exercise the aforementioned rights or if you have any questions on this subject or on the use of your personal data by Berker, please contact us at the business address specified under 'Controller'.

Status: February 2018