

TERMS AND CONDITIONS OF SERVICE (IOT CONTROLLER)

THE IOT CONTROLLER SERVICE IS A SERVICE PROVIDED BY THE HAGER GROUP. THE SERVICE IS OFFERED ON THE GERMAN MARKET BY HAGER VERTRIEBSGESELLSCHAFT MBH & CO. KG, ZUM GUNTERSTAL, 66440 BLIESKASTEL. IT IS THE OBJECT OF THESE TERMS AND CONDITIONS OF SERVICE.

“IOT CONTROLLER Service”, hereinafter also referred to as the **“service”**, is the server-based service which allows the management and control of devices connected to the IOT CONTROLLER via the Internet or via the Local Area Network by means of an App or a web browser for compatible mobile devices as specified in Section A.I.2.

“IOT CONTROLLER Controller” is the controller to which the peripheral devices are to be connected and which communicates with your mobile device.

“IOT CONTROLLER System” is the system composed of a IOT CONTROLLER, the IOT CONTROLLER App, some KNX products and connected products to create links between KNX products and connected products.

“Hager” is Hager 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 IOT CONTROLLER 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 IOT CONTROLLER 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 HAGER 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 hager.de/endkunde, set up an account, and download and install the IOT CONTROLLER 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 IOT CONTROLLER to another person, you must update your account accordingly. The new user must in turn register on hager.de/endkunde and set up his/her own account in order to be able to use the services.

In order to maintain the 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 IOT 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 IOT 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.

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

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 Hager 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 IOT CONTROLLER, via the commercial App platforms. 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. Hager 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. Hager 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 HAGER. You accept that the service is subject to limitations and restrictions over which Hager can have no influence, including the reasonable care of your IOT 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, Hager is not in a position to guarantee uninterrupted availability, accuracy, completeness or punctuality of the service.

2. RESTRICTIONS AND ALTERATIONS OF THE SERVICES. Hager 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, Hager 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 Hager. Whenever possible, we will advise you in advance of any alterations, suspension or interruptions.

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

3. LIABILITY. Hager 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). Hager 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 IOT CONTROLLER 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, Hager 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 IOT CONTROLLER, Hager 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 IOT CONTROLLER system. Hager is not liable to you or third parties if Hager 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 Hager and for the use of the IOT CONTROLLER App by the publisher represented by us, Hager Controls SAS, 33, rue Saint Nicolas, 67700 Saverne, RCS Saverne 451 540 744. The publisher and Hager 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: June 2016

DATA PRIVACY POLICY (HAGER IOT CONTROLLER)

DEFINITIONS:

“**IOT CONTROLLER Service**”, hereinafter also referred to as the “**service**”, is the server-based service which allows the management and control of devices connected to the IOT CONTROLLER via the Internet or via the Local Area Network by means of an App or a web browser for compatible mobile devices as specified in Section A.I.2.

“**IOT CONTROLLER Controller**” is the controller to which the peripheral devices are to be connected and which communicates with your mobile device.

“**IOT CONTROLLER System**” is the system composed of a IOT CONTROLLER, the IOT CONTROLLER App, some KNX products and connected products to create links between KNX products and connected products.

“**Hager**” is Hager 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 IOT CONTROLLER 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 IOT CONTROLLER system set up at the home of the reference user.

At Hager 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 IOT CONTROLLER service.

Controller:

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

I. WHAT KIND OF DATA DOES HAGER COLLECT?

Data which you make available to Hager: 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 IOT CONTROLLER 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) 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) connecting your IOT CONTROLLER to the service : you should open a personal account on the website hager.de/endkunde by filling in your password
- 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 IOT CONTROLLER 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 Hager, customers, employees or suppliers of Hager 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 hager.de/enkunde 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 IOT CONTROLLER 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 Hager, please contact us at the business address specified under 'Controller'.

Status: June 2016