

TERMS AND CONDITIONS OF SERVICE (HAGER SMART HOME DEVICES)

THE SERVICE IS OFFERED BY HAGER ELECTRO SAS, FOR THE COUNTRIES WHERE HAGER ELECTRO SAS OR ANOTHER COMPANY OF HAGER GROUP ACTIVELY MARKET THE SMART HOME DEVICE. IT IS THE OBJECT OF THESE TERMS AND CONDITIONS OF SERVICE.

THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS. IN ADDITION, YOU MAY ALSO ENJOY THE PROTECTION AFFORDED TO YOU BY MANDATORY PROVISIONS OF THE LAW OF YOUR COUNTRY OF RESIDENCE. THE PRESENT DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL NOT APPLY IF AND TO THE EXTENT THAT THOSE MANDATORY PROVISIONS ARE APPLICABLE AND PROHIBIT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS. YOU ENJOY THE PROTECTION AFFORDED TO YOU BY MANDATORY PROVISIONS OF THE LAW OF YOUR COUNTRY OF RESIDENCE.

DEFINITIONS:

Country of Distribution is each country in which Hager or another company of Hager Group actively market the Smart Home device.

Hager Group is Hager SE, Zum Gunterstal, 66440 Blieskastel, Germany, and any entity that directly or indirectly is controlled by Hager SE where the term “control” means holding the ownership of fifty percent (50%) or more of the voting stocks or interests or the power to elect the board of directors.

Hager is Hager Electro SAS, 132, Boulevard d’Europe, 67210 Obernai, France, RCS Saverne 675 980 114.

Mobile device: Smartphone, PCs or PC tablets.

Reference user is the member of the family responsible for the use of the Smart Home system and its services.

Smart Home device is the controller to be activated or other device which performs the networking of the peripheral devices connected to it and which communicates with your mobile device as well as Stand-alone-devices.

Smart Home Service, hereinafter also referred to as the **service**, is the server-based service to your Smart Home device.

Smart Home system is the system composed of the Smart Home device, the peripheral devices connected to it and, where applicable, the App for the Smart Home device to manage and/or control building installations and/or not stationary products.

Software products are the computer programmes on which the service is based.

Stand-alone-device is the Smart home device to be registered on www.hager.com in order to perform the server-based service enabling the control of the peripheral devices connected to it without the use of a mobile device.

System is the Smart Home system set up at the home of the reference user.

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

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.

YOU ACKNOWLEDGE AND AGREE THAT YOUR COUNTRY OF RESIDENCE AND THE LOCATION OF THE SMART HOME DEVICE IS A COUNTRY OF DISTRIBUTION.

A. PROVISION OF THE SERVICE

I. USE OF THE SERVICES

1. REGISTRATION.

For Electricians:

The setting up and/or the configuration of our Smart Home devices is by some of our Smart Home devices reserved for electricians (please consult the product information accompanying the device for details).

In order to be able to use in these cases the service and/or to activate the Smart Home device, you must register on www.hager.com an account and, where applicable, download and install the App for the Smart Home device on your mobile device. This registration can require to give the email address (= user identification), an individual user password, the name, area of business as well as the business name, street, house number, postal zip and country of the professional.

After the setting up and/or the configuration of the Smart Home device, it may be necessary to transfer the service to the end customer. The professional shall be solely responsible for fault in registration. For further information about the registration process, please consult the product information accompanying the device.

For the end customer:

If the setting up and/or the configuration of your Smart Home devices has to be conducted by an electrician (please consult the product information accompanying the device for details), the electrician, after having set up and/or configured your Smart Home device, shall transfer to you the service. Depending on the system, it can be necessary that the electrician send you an e-mail with a link to an IP address where you should register. If no setting up and/or configuration of your Smart Home device by an electrician is necessary (please consult the product information accompanying the device for details), you should register directly at the IP address mentioned in the product information accompanying your Smart Home device and download and install, where applicable, the App for your Smart Home device on your mobile device. **The registration is required for the use of the service and/or the activation of your Smart Home 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 Smart Home device to another person, you must update your account accordingly. The new user must in turn register 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 Smart Home device (installation, user and operating instructions).

2. SYSTEM REQUIREMENTS / COMPATIBILITY:

For the system requirements please refer to the product information accompanying the device. Hager assumes no warranty or liability for the compatibility of your mobile device with the system.

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 Smart Home device and, if applicable, 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. The system shall exclusively be used conforming to the operating and installation instructions. In particular 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 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 and environments, including corridors and emergency exits, 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 Smart Home device or via the commercial App platform. Depending on the type of update, your consent may be required, e.g. for legal or technical reasons, 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.

To the extent permitted by law, you have no claim for software updates.

6. INTELLECTUAL PROPERTY. Hager and its affiliates 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.

7. Access from outside a Country of Distribution. For information about the Countries of Distribution, please contact us. If you access and benefit from the service from outside a Country of Distribution, you do so on your own initiative, and you are solely responsible for complying with applicable local laws in your country of residence. To the extent permitted by law, Hager accepts no responsibility or liability for damages or loss caused by your access or use of the service from outside a Country of Distribution.

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 Smart Home device 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.

3.1 Subject to the provisions in 3.2, Hager's liability, irrespective of their legal grounds, shall be restricted as follows:

- (i) Hager shall only be liable up to the amount of foreseeable damages typical for the contract,
- (ii) Hager is not liable for slight negligence in breach of non-essential obligations arising from the contractual obligations.

3.2 The aforementioned liability limitations do not apply in cases of mandatory liability under the law, in particular in accordance with 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 PRIVACY NOTICE of your Smart Home Device. The privacy policy explains how we collect, use and share the information gathered about you through your use of the App and aims to inform you about the rights and freedoms that you can exercise with regard to our use of your personal information. This

Notice also describes the measures we implement to protect your data 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 Smart Home device, 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 Smart Home 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

Hager Electro SAS, 132, Boulevard d'Europe, 67210 Obernai, France.

VIII. APPLICABLE LAW AND PLACE OF JURISDICTION

These Conditions are governed by and construed in accordance with the laws of France.

The exclusive place of jurisdiction for all disputes arising from these terms and conditions of service, including disputes regarding its effectiveness is, to extent permitted by law, Strasbourg (France – 67), and this even in the case of a plurality of defendants. If you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence. If you are a consumer and we cannot settle the dispute amicably, you can go to court of course, but you can also consider other dispute settlement procedures such as mediation or conciliation, in particular the use of mediation by directly contracting the Centre de Médiation et d'Arbitrage de Paris (CMAP) – Service Consommation - 39 avenue Franklin D. Roosevelt - 75008 PARIS - Mail : consommation@cmap.fr and/or the use of the online dispute resolution via the European Online Dispute Resolution (ODR) platform provided by the European Commission (<http://ec.europa.eu/odr>).

You are entirely free to accept or to refuse to resort to mediation and, in case of mediation, each party has the choice as to whether or not to agree to the suggested solution.

You can refer to the Ombudsman of CMAP by using the form at your disposal available on the website of CMAP (www.mediateur-conso.cmap.fr) via E-Mail (consommation@cmap.fr) or regular mail.

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 or any other group company of Hager SE, Zum Gunterstal, 66440 Blieskastel, GERMANY, HRB 16434 Amtsgericht Saarbrücken, represented by us. 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.

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