

**General Conditions of Use for the “ACU Configurator” App of BTicino SpA - a Legrand Group company incorporated in Italy, with registered office at Viale Borri 231, Varese (Italy)****DEFINITIONS**

- i. “ACU configurator” shall mean the App provided by BTicino on the User’s mobile device (mobile phone, tablet or other connected device) for the management and configuration of the functionalities of Automatic Transfer Switches, locally or remotely;
- ii. “Automatic transfer switches” shall mean the BTicino/Legrand devices to manage sources inversion marketed by the Principal.
- iii. “Functionalities” shall mean the device’s parameters and/or functions that can be managed via the App, including, without limitation:
  - Setting of parameters and system configuration
  - Activation/visualization of alarms
  - Eventlog visualization
- iv. “User/Client” means the person who intends to use the service and accepts the related conditions, as set out below;
- v. "Principal" means BTicino S.p.A., the company which is offering the Service to and is entering into an agreement with the Client for the exchange of management and information flows between the Client and the Principal through a dedicated control apparatus;

Whereas the Automatic transfer switch is marketed and owned exclusively by BTicino, the parties hereby agree that these General Conditions of Contract constitute a binding legal agreement and, by using the Services, the user accepts to be bound by these Conditions. The Use of the Services for the Product is governed by the Terms below.

**SUBJECT MATTER****Article 1**

The preamble, definitions and documents referred to hereunder, together with any amendments and supplementations thereof, shall be construed as an integral and substantial part of this agreement.

These General Conditions of Contract terminate and supersede all prior agreements between the parties.

**Article 2**

The subject matter of this agreement shall be the provision to the signatory thereof of the service for the control, via the App, of the connected functionalities available on the automatic transfer switch and the remote management of the same by the signatory.

**CONNECTION – EQUIPMENT – ACCESS****Version 1.0 of 09 March 2017**

### Article 3

In order to be able to use the service, the Client must first obtain the necessary technical equipment to gain access to the Internet, as per specific agreement between the Client and a chosen ISP (Internet Service Provider), in relation to which the Principal plays no role whatsoever. In order to be able to use certain services provided by the Principal in addition to the standard functions available, the Client must first install the APP on his/her smartphone.

### Article 4

The Client shall access and use the Service through his/her own devices, after they have been equipped with the necessary software to enable and manage the connections and applications required to link to the Internet, making the necessary adjustments.

It will be the Client's responsibility to obtain any additional software that may be required to use any new services provided.

The services offered via the APP imply that interaction can take place with the automatic transfer switch locally, through the home Wi-Fi network. In these cases, successful operation and integration between the device and the APP may be affected by:

- a) quality of Wi-Fi signal and bandwidth
- b) type of home internet access contract
- c) type of smartphone data contract.

BTicino may not be held liable for any malfunctioning when any of these 3 elements fail to comply with specified requirements for product operation.

The service provided remotely by the Principal via the APP involves the usage of data and the related cost depends on the type of contract in place between the Client and the ISP (Internet Service Provider) and shall be at the Client's expense.

### Article 5

The User agrees (a) not to use the Services in violation of any law, regulation or order, or for any illegal or abusive purposes; (b) to use the Services exclusively as intended by BTicino; (c) not to use the Services in any manner that could cause damage to BTicino, to its service providers or to any other person; (d) not to republish, reproduce, distribute, display, send or transmit any part of the Services; (e) to comply with any and all other reasonable requirements or restrictions requested or imposed by BTicino.

## PROVISION AND SUSPENSION OF THE SERVICE

### Article 6

In case of unforeseeable circumstances or force majeure (including, without limitation: interruption of telematic connections and/or electricity supply), the Principal reserves the right to suspend or interrupt the Service, without notice.

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Force majeure shall mean any and all occurrences of an exceptional nature - beyond the reasonable control of the party claiming force majeure - which impedes the regular performance of the activities by which the Service is delivered.

Whenever the App needs to be updated, the Principal will send a notification to the Client via the App and the Client will be required to update the same in order to continue to use the service in the best possible manner. The Principal reserves the right to suspend the service until the Client has updated the App. BTicino is relieved from any all liability deriving from failed or improper operation of the App when the Client has failed to update it as requested.

#### Article 7

In order to ensure the efficiency and security of the Service, the Principal reserves the right to make any and all changes to the technical specifications as may be required, without notice, using its best endeavours to protect the seamless continuation of the Service.

In order to provide the best possible service and identify and correct any anomalies, it is possible that anonymous information is transmitted automatically via mobile applications to allow to analyse the issue.

Information transmitted include: operating system version, smartphone model, the function which generated the error and other technical information.

#### LIMITATION OF LIABILITY

#### Article 8

In consideration of the technical characteristics of the Internet - which is used for the provision of the Service - the Client declares that he/she is entirely aware of and fully accepts the risks associated with or deriving from the provision and transmission of data through the Internet.

BTicino shall not give any warranties, for any purpose whatsoever, express or implied, in respect of the software, its documentation or any other material or equipment supplied.

Any and all risks regarding the outcomes and performances of this application shall be borne by the Client.

BTicino may not be held liable for any damage, of any kind whatsoever, therein including, without limitation, interruption of service, loss of data, damage to or malfunctioning of other software installed on the device or any other financial loss deriving from the use or inability to use the software, even when BTicino has been advised of the possible occurrence of such damage or loss.

BTicino shall also be relieved from any and all liability, direct or indirect, deriving from failure to protect the device on which the “ACU configurator” App is installed, or the contents thereof, such as to expose the Client to damage or loss of any kind.

BTicino’s responsibility shall be limited to the protection of data during transmission of commands from and to the alarm control unit.

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## FEES AND PAYMENT TERMS

### Article 9

The service – and use of the App – are supplied free of charge with each purchase of a Bticino/Legrand automatic transfer switch, without prejudice to the provisions of article 4 above.

## TERM AND RIGHT OF WITHDRAWAL

### Article 10

These General Conditions of Use shall remain in force for all intents and purposes throughout the period during which the User will continue to access or use the Services, or until terminated in accordance with the related provisions. At any time, BTicino may (a) suspend or terminate the right to access or use the Services, or (b) terminate these General Conditions of Use if BTicino, in good faith, believes that the user has used the Services in violation of the related Terms. Upon termination, the user is no longer authorised to use or access the Services. The user agrees that BTicino may not be held liable towards the user or towards any third parties for the exercise of its right as above.

## TAX

### Article 11

Any and all tax, charges or contributions to be paid in relation to this agreement or to the fees or services that constitute its subject matter, including in the future, shall be at the exclusive expense of the Client, without prejudice to any capital or income tax to be paid by the Principal.

## PERSONAL DATA

### Article 12

Pursuant to The General Data Protection Regulation (EU) 2016/679 (GDPR), BTicino declares that the use of the Service does not require the collection and processing of the Client's personal data.

## GOVERNING LAW AND JURISDICTION

### Article 13

This agreement is governed by the laws of Italy, without regard to the conflict-of-law provisions thereof.

When the Client may be classed as a “consumer”, the parties mutually and expressly acknowledge that the provisions of the so-called “Consumer Law” (Italian Legislative Decree No. 206/2005) shall prevail on those set out in this agreement.

Any and all disputes that may arise in relation to the interpretation, validity or performance of this agreement shall be submitted to the exclusive jurisdiction of the Court of Milan.

Before legal proceedings can be instituted, in accordance with this article, in respect of whatsoever dispute that may have arisen between the parties, an attempt should be made at solving the matter

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through an amicable procedure to be undertaken in writing (including via the e-mail), through which the persons between whom the dispute has arisen are convened, at the request of the most diligent party, before a "negotiator", who shall attempt to settle the matter amicably and who must be a lawyer.

The negotiator shall conduct his/her hearings at the venue that he/she deems most fit, including via a computer link.

The notice shall contain the reasons of the claimant and shall indicate a deadline of no less than 5 days from the date of receipt of the notice, within which the respondent shall be required to notify his/her reasons in writing to the claimant and to the arbitrator.

The negotiator shall then convene the parties, in person if he/she deems appropriate, within a maximum of 10 days from the date set under the previous paragraph. Should the parties fail to appear, or should one of the parties fail to appear, the conciliation attempt will be regarded as failed and the parties will be allowed to institute legal proceedings in accordance with this article.

Place: Varese (Italy)

Date:

I Accept

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Client specifically approves the following clauses: 4, 6, 7, 8, 13.

I Approve

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