

GENERAL TERMS OF USE

- I. Introduction
- II. Scope
- III. Account creation and deletion
 - Subscription
 - Un-subscription
- IV. Intellectual property rights
- V. Personal data
- VI. Availability of the services and liability
- VII. Terms of Use
- VIII. Term
- IX. GTU / Application changes
- X. Severability – Effect of the invalidity of a clause
- XI. Governing law & Dispute resolution (Competent court)

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I. INTRODUCTION

The applications relating to connected objects commercialised under the brands used by Legrand France, Netatmo SAS or Bticino SPA (the "**Application**") are edited and operated by:

Legrand France

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("Legrand" or "we" (and its derivatives))

The Application is a software that allows you to remotely control compatible connected home products (e.g. lights, shutters, heating, home appliances) from your electronic device (e.g. smartphone, tablet) and, where possible, from your computer.

II. SCOPE

1. These general terms of use (hereinafter the "**GTU**") define the terms for access to and use of the Application, which we are making available to you, without fees being charged by Legrand, for your private use.
2. To use the Application, you must create an account, which requires your prior acceptance of the GTU. We ask you to read these terms carefully. By accepting the GTU, you acknowledge that you have read and understood the GTU, and (ii) accept and agree that the GTU will form a binding agreement between the user of the Application (you) and Legrand, describing the rights and obligations of each of the parties in relation to the Application.
3. To avoid any ambiguity, the GTU is intended for consumers only, within the meaning of the Consumer Rights Act 2015 ("**CRA**") and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013/3134 ("**CCRs**") acting on their own behalf and domiciled in the United Kingdom.
4. The Application is not intended for minors and we do not knowingly collect data relating to minors.

III. ACCOUNT CREATION AND DELETION

Subscription

1. To allow you to access our services that are accessible via the Application, we need you to create an account. The Application cannot run without this necessary first step.
2. By creating your account:
 - you confirm that the information you are giving us is accurate;
 - you confirm that you have reached the legal age to enter into a binding agreement (in the country where you are established) or, if you are a underage, that you have the approval of your parent/guardian before entering into this contract with Legrand;
 - you undertake to keep your user name and password (your log-in details) strictly confidential (in particular, they must not be disclosed or communicated to third parties), and to take the necessary measures to keep them secure; and

- you undertake not to do anything that would allow an unsubscribed third party to access the Application.
3. You undertake to use the functionalities offered by the Application for their intended purposes and in accordance with the terms of the GTU.
 4. You undertake to notify Legrand immediately of any (i) unauthorized use (or serious risk of unauthorized use) of your account, username or password, and (ii) vulnerability of one of our products or services, of which you become aware of. To do so, please contact us using the following address: security-incident-on-iot@legrand.com.
 5. If we have a legitimate reason to believe that the security of the Application, your account, username or password has been compromised or that your account has been subject to unauthorized use (for example, through the use by a third party of your log-in details), we may proceed with the temporary suspension of your account, in order to preserve the integrity of the Application and data, and if it appears appropriate to do so, require you to change your log-in details.

Un-subscription

You remain free to unsubscribe and close your account at any time directly via the Application. To obtain more information in this respect, you can visit our FAQs on the site qna.legrand.com, or call our customer service department (<https://legrand.com/en/landing>).

Once you unsubscribe, you will no longer have access to the Application. You have a period of thirty (30) days from your request to unsubscribe, to reverse your decision and reactivate your account without any consequence on the functionalities and on the data of your account. At the end of this period of thirty (30) days, your account and the related data will be permanently deleted. This will however not apply to your personal data and associated data which will be retained for a longer period set out in the privacy notice relating to the Application (the https://www.myhomeweb.com/eliot/legacy/gdpr_privacy_agreement_en_GB.pdf).

If you lose your password or encounter difficulties in accessing your account, you may request the deletion of your account.

Lastly, if your account remains inactive for a consecutive period of three (3) years from the date it was last used, your account and the personal and non-personal data attached thereto will be permanently deleted, unless you object to this via e-mail to our customer service department before the end of the above-mentioned three (3)-year period.

IV. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise mentioned, Legrand is the exclusive owner of all of the intellectual property rights related to the Application (including, but not limited to, the rights attached to object code and the source code of the Application as well as all the logos, texts, layouts, visuals, photographs, graphics, icons, and all other distinctive elements contained in the Application). In particular, this comprises (i) the trademarks; (ii) the patents; and (iii) any copyrights relating to the Application.
2. The GTU do not grant the transfer of any ownership or intellectual property rights to you. Subject to the terms set out in the GTU, Legrand grants you a licence to use the intellectual property rights related to the Application for the sole purpose of allowing you to access and use the Application (including its updates) on your electronic device (e.g. smartphone or tablet) or, where possible, on your computer. To avoid any ambiguity, you are reminded that the use of the Application must be limited to your personal needs and cannot in any case be exploited for commercial purposes. This licence, being granted without fees being charged by Legrand, is not transferable, not sublicensable, not exclusive and revocable. In addition, this licence is granted as from the creation of your account and until its closure (for any reason whatsoever), only in countries where products compatible with the Application are commercialised by entities of the Legrand group,.
3. You undertake that your use of the Application does not in any way violate the intellectual property rights of Legrand or any third parties.

V. PERSONAL DATA

Legrand will collect and process your personal data, in particular for the creation of your account and the use of the Application. Legrand will process your personal data in accordance with the applicable regulations and with the Privacy Notice. To get more information in this respect, you can access the Privacy Notice by clicking https://www.myhomeweb.com/eliot/legacy/gdpr_privacy_agreement_en_GB.pdf.

VI. AVAILABILITY OF OUR SERVICES AND LIABILITY

A. Availability of our services

1. Subject to the provisions of the GTU (in particular paragraph 2 below), Legrand grants you continuous access to the Application. Legrand has put in place appropriate measures to ensure the

proper working and proper security level of the Application, and undertakes to conduct regular checks to maintain this state.

2. From time to time, Legrand may be required to suspend access to the Application in order to perform technical maintenance, migration or update operations.

To the extent possible and except in case of emergency, we will inform you of these access interruptions before they occur, via email (and also, where possible, by an in-app push notification). For the avoidance of doubt, it is specified that Legrand will not be held liable for such kind of interruptions and will not offer any compensation in respect thereof.

B. Liability

1. Legrand will be liable for loss or damage that you suffer that is a foreseeable result of a breach of its obligations under the GTU or Legrand's failure to use reasonable care and skill. The scope of its liability will be defined, if applicable, in accordance with applicable law.

In light of the preceding principle and to avoid any ambiguity, Legrand cannot be held liable for non-performance or poor performance of its obligations under the GTU resulting from:

- your behaviour (such as your use of the Application in violation of the GTU resulting in personal injury, property damage, loss of data, the cost of a substitute application, computer failure or any other consequential, incidental, indirect, exemplary, special or punitive damages);
 - a unforeseeable act or omission by a third party not acting under the control of Legrand (such as an interruption in access to the Application caused by the failure of an internet access provider or by a technical problem caused by your electronic device);
 - an event outside Legrand's reasonable control (i.e. a force majeure event) and which could not have reasonably been anticipated at the time of entering into this agreement with Legrand, which prevents Legrand from fulfilling its obligations under the GTU, such as, the following: an act of God, fires, exceptional climate events, floods, earthquakes, explosions, wars, civil disorder, terrorist threats or acts, strikes, pandemic or epidemic, energy supply shutdown, electrical and electromagnetic events that disrupt the mobile networks, a wide-ranging computer attack, a legislative or regulatory change or any other binding decision by a public authority that would prevent us from supplying or would affect the provision of the Application and the supply of the services related thereto and other events beyond the reasonable control of Legrand.
2. For the avoidance of doubt, it is also specified that you remain solely liable for the configuration and security of your information system and of your equipment and that you are solely responsible for verifying their compatibility with the Application. Therefore, Legrand cannot in any case be held liable for the non-performance of the Application or damages caused to your information system or

your equipment due to the non-compatibility between the Application and your information system or your equipment. You can check the compatibility of the Application with your systems and equipment directly on the store (Google play, App store).

For the sake of clarity, the purpose of this clause is not to limit your rights and remedies available at law. In case of damage caused by Legrand resulting from a breach of the GTU, you will be entitled to exercise the rights and remedies set out in the GTU and/or available at law.

VII. TERMS OF USE

1. Legrand is granting you a right to access and use the Application. This right is granted to you under the condition that you comply with the GTU, as well as with laws and regulations that may apply to you when accessing and using the Application.
2. You shall exclusively bear the costs associated with the equipment and other means allowing access to the Application (including telecommunications costs).
3. As part of your access to and use of the Application, you undertake:
 - not to use this Application in a manner that risks violating the rights of another, such as the other users of the Application;
 - not to copy-paste, reproduce or extract, whether in part or in full, on any medium and by any method whatsoever, the content and the elements appearing in this Application, without prior and written permission from Legrand;
 - not to perform any act that may violate Legrand's rights and financial, business or moral interests, including any violation of the image and reputation of Legrand;
 - not to use a software, a "routine" or any other kind of device or programme to hinder or try to hinder the proper running of the Application, by any means whatsoever, including downloading or providing files containing altered data or viruses;
 - not to damage, alter or modify the graphic appearance of this Application or the code of its component software;
 - not to take any action that may cause unreasonable or disproportionate traffic on the Application or a related IT infrastructure;
 - not to obtain or try to obtain unauthorized access to one of Legrand's networks, through any means whatsoever;
 - not to set up systems that may, or are of a nature, to infringe the Application in whole or in part, to constitute an act of unfair competition or to violate the GTU.

For the avoidance of doubt, it is specified that the failure or delay in exercising a right or recourse where you breach the terms of the GTU does not constitute a waiver of Legrand to exercise that right or recourse or any other right or recourse available to Legrand.

4. If you do not comply with the GTU — in particular, if you adopt one of the prohibited behaviors listed in point 3 above — or more generally, if you violate applicable laws and regulations when accessing and using the Application, we reserve the right to initiate any action against you in order to compensate for any damage you caused, as well as to suspend and/or close your account.

VIII. TERM

The contract formed between you and Legrand based on the GTU is entered into for an indefinite term. You may terminate this contract at any time, without having to provide any reason and without incurring any liability, by following the unsubscribe procedure described in article III above. Legrand is also entitled to exercise this termination right and terminate the contract at any time via e-mail (without having to provide any reason and without incurring any liability), subject to thirty (30) days' prior notice to you.

IX. GTU / APPLICATION CHANGES

1. Legrand may be required to modify the GTU and/or the Application to take into account technical or regulatory changes, without this resulting in changes to the quality of the services offered by the Application, its essential characteristics, nor changes regarding the free access to the Application (i.e. without financial remuneration in favour of Legrand) or regarding the term of your contract with Legrand. In such a case, we will inform you of these changes via email at the moment at which these changes will take effect (and/or, where possible, via an in-app push notification).
2. Legrand may also decide to modify the GTU and/or the Application more substantially (e.g. changes affecting the principle of free access to the Application (i.e. without financial remuneration in favour of Legrand), the essential characteristics of the services offered via the Application, the term of your contract with Legrand). In such a case, we will inform you of these changes made to the GTU and/or to the Application via email (and also, where possible, via an in-app push notification) reasonably in advance before the changes take effect. Continuation of your contract with Legrand and of the access to the services offered via the Application will be subject to your prior consent obtained through a button "I accept". If you refuse to click on the button, you will not be able to access the services offered through the Application as from the date of entry into effect of the abovementioned changes.
3. In any case, it is reminded that you can unsubscribe at any time and terminate your agreement with Legrand, without notice.

X. SEVERABILITY – EFFECT OF THE INVALIDITY OF A CLAUSE

Should any provisions of the GTU, or parts thereof, be or become null and void, ineffective, deemed unwritten or unenforceable, all other provisions agreed between Legrand and you shall remain in full force and effect.

XI. GOVERNING LAW & DISPUTE RESOLUTION (COMPETENT COURT)°

1. The GTU, as well as the resulting operations, are governed by, and interpreted in accordance with, English law.
2. In case of dispute or claim, we are always prepared to examine an amicable solution before any legal action. Any questions or claims regarding the Application may be submitted to our customer service, the contact details of which are available at the the following address: <https://legrand.com/en/landing>.

If you decide to bring a legal action in relation to the existence, interpretation, conclusion, performance or termination of your agreement with Legrand based on the GTU, you may bring such action either:

- before the competent courts of England and Wales; or
- before the competent courts of France.