

General terms and conditions for the use of the “BTicino POWER ON” App

Between

BTicino S.p.A., company governed by Italian law that is part of the Legrand Group, with registered office at Viale Borri n. 231, Varese, Italy, in the person of its legal representative hereinafter called “Proposer” and the user, hereinafter called “Customer”, together “the Parties”.

DEFINITIONS

- i. “Power On” means the Bticino App for the management of the connected functionalities available on the BTicino “Salvavita Connesso” product.
- ii. “Salvavita Connesso” means the BTicino life-saving device, developed, manufactured and marketed by the Principal, designed to disconnect power supply when required to provide life-saving intervention and automatically reactivate it after checking through its self-diagnostics that no malfunctions are actually present in the system; if no malfunction is found, the device immediately restores power, preventing the occurrence of harmful events, whereas, if a malfunction in the system is indeed present, Salvavita Connesso is able to detect it and permanently disconnect power;
- iii. “Functionalities” means the Salvavita Connesso’s features and/or functions that can be managed via the App, for a description of which please refer to the product documentation available on the dedicated websites;
- iv. “User/ Customer” means the person who intends to use the service and accepts the related conditions, as set out below;
- v. “Proposer” means BTicino S.p.A. that is the company offering the service to the customer and entering into a contract with the latter for the exchange of instruction and information flows, using a special control apparatus;
- vi. “Login” means the alphanumeric identification code held by the User and associated exclusively with him/her used for electronic identification. The term “Login” refers to the “identification code” identified and described in the applicable privacy legislation;
- vii. “Password” means the alphanumeric keyword associated with the specific login and known only by its owner;

the parties agree the following:

OBJECT**Article 1**

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The preambles, definitions and documents referred to in these conditions, as well as any amendments and integrations thereto, are an integral part of this contract.

These General terms and Conditions annul and replace all and any former agreement between the parties.

Article 2

The subject of this contract is the provision of the control service, through the App, of the functions connected and configured inside the Salvavita Connesso as well as the remote management of the aforesaid functions as regards the signing party of this contract.

CONNECTION - EQUIPMENT - ACCESS MODES

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 on the Salvavita Connesso, 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.

The services offered via the APP imply that interaction can take place with the Salvavita Connesso remotely, through the Internet network, or locally, through the home Wi-Fi network. In these cases, successful operation and integration between the Salvavita Connesso 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 data contract on the smartphone.

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.

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Since the service works via push notifications, the Client shall make sure that push notifications have not been disabled on the smartphone.

Article 5

The App may only be accessed using a personal login and password (access data).

Article 6

The User is required to look after his or her access data with the utmost care.

The access data are strictly personal and must not be disclosed nor communicated to others.

The User is responsible both for the custody of the access data and its correct use and will therefore be responsible, to the Proposer and any third parties who advance any type of demand to the Proposer, for any undue use.

If the user codes or secrets codes are lost or stolen, the user is responsible to notify the Proposer immediately in a way that is suitable for certifying its reception. The Proposer will block the service straight away and will provide new codes. In the period between the notification being received and actual blocking of the codes, the responsibility will anyway remain the User's.

PROVISION AND SUSPENSION OF THE SERVICE

Article 7

The Power ON via App service is activated following the user's registration and the first installation operations required by the App.

Article 8

Upon acceptance of the contract, the Proposer will send a provisional password to make the first access to the Customer by means of e-mail to the address indicated by the Customer. After the first access the Customer will be asked to modify the password.

Article 9

The Proposer, in unforeseeable circumstances or in a case of force majeure (such as by way of mere example: the breaking of the electronic contact and/or a blackout) reserves the power to suspend or interrupt the service without notice.

Force majeure is taken to mean any event of an exceptional nature that cannot be attributed to the subject with whom the event occurs, that impedes the regular performance of the activities the service includes.

If the Firmware of the **Salvavita Connesso** and/or the App needs to be updated, the Proposer will send the Customer notification of the fact and the Customer will have to update the said Firmware and/or App to continue to get the best out of the service; the Proposer reserves the right to suspend

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the service until the Customer updates the Firmware; BTicino is furthermore relieved of liability of any type resulting from the App not working or not working properly if the Customer does not update the Firmware when requested.

Article 10

In the case of interruption or suspension of the service, the Proposer reserves the right to notify appropriately to the email address communicated when registering.

Article 11

To guarantee the efficiency and safety of the Service, the Proposer reserves the right to make modifications to the technical specifications at any time without the need to communicate the fact, being careful nevertheless to safeguard the continuity of the service as far as possible.

In order to guarantee the best service, by finding and correcting any fault, the mobile application can send anonymous information automatically that allows the problem to be analysed.

The information sent includes: the version of the operating system, the smartphone model, the function that has generated the error and other technical information.

RESPONSIBILITY

Article 12

In consideration of the technical characteristics of the Internet network used to provide the Service, the Customer declares to be aware of and fully undertakes the risks dependent or deriving from making available and sending data on said Internet network.

FEES AND MEANS OF PAYMENT

Article 13

The use of the App is provided free of charge after the purchase of a BTicino Salvavita connesso system.

DURATION AND WITHDRAWAL

Article 14

This contract shall be valid from the date of acceptance until January 31st, 2020 unless tacitly renewed. From February 1st, 2020, the user, at the time of the first access shall be required to accept the new contract.

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The Customer who stipulates this contract as the consumer has the right to withdraw without charges and without stating the reasons, using the relevant account cancellation function inside the APP or with a notification in this sense sent to BTicino SpA. Viale Borri 231, 21100 Varese using the format accessible on the web page.

https://www.myhomeweb.com/htdocs/en_EN/browser/attachments/help/withdrawal_form.pdf

BTicino in any case reserves the right to withdraw from this contract, giving the Customer 30 days' notice.

TAXES

Article 15

All the taxes, charges or contributions, now or in the future, however relevant to this contract or levied on the fees or the services that are the object thereof are the exclusive responsibility of the Customer with the exception of any wealth taxes and income taxes due from the Proposer.

DISPOSAL OF THE CONTRACT

Article 16

The Customer may not dispose of or anyway transfer this contract or rights or obligations deriving therefrom to third parties without the prior agreement in writing from the Proposer. The proposer may transfer all or part of this contract or the rights or obligations deriving therefrom, and the Customer gives his or her prior agreement to this concession forthwith. Any tolerances of one party regarding behaviour of the other that is in breach of one or more provisions of this contract do not constitute a tacit waiving of the rights deriving from the provisions in respect of which the non compliance has occurred.

PERSONAL DATA

Article 17

As required under Regulation (EU) 2016/679 of the European Parliament on the "protection of natural persons regarding the processing of personal data and on the free movement of such data", the Client authorises processing of his/her personal data as learnt or disclosed for the performance of this Agreement. For said purpose, the Principal invites the Client to view and undersign the attached Privacy Policy, reminding the Client that authorisation to process the data collected is required for the performance of this Agreement and that failure to provide the same will make it impossible to perform this Agreement.

In any and all other matters regarding compliance with the above legislation, please refer to the

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relevant documentation as attached to this Agreement – PRIVACY POLICY PURSUANT TO ARTICLES 13 and 14 of REGULATION (EU) 2016/679 (“GDPR”).

APPLICABLE LAW AND JURISDICTION

Article 18

This contract is regulated by Italian Law.

If the Customer can be considered a "consumer" the parties expressly acknowledge that the clauses of the so-called "Consumer Code" (Legislative Decree 206/2005) will prevail over any that are included in this contract.

Any dispute that should arise regarding the interpretation, validity and performance of the same the exclusive jurisdiction of Milan shall be competent.

For all disputes among the parties of any type, before being resolved judicially in accordance with the provisions of his article, an attempt must be made to settle the question amicably, to be done in writing (even via email) through the summoning of the persons in dispute with each other by the more diligent partner before a "negotiator" who will try to solve the question that has arisen amicably and who must be a lawyer.

The negotiator will hold his or her audiences at a place he or she has chosen or electronically over the Internet or similar.

The invitation must contain the reasons of the exponent and must assign a term of not less than five days from the date the invitation itself is received in which the counterpart must send his or her reasons in writing to the exponent and the arbitrator.

The negotiator will then call the parties, possibly personally before him or her in the maximum term of 10 days from the date fixed according to the previous paragraph; if the disputing parties do not appear or if just one of the parties is present, the attempt will be understood to have failed and the disputing parties can initiate legal proceedings for the intents and purposes referred to in this article.

Varese

I accept

pursuant to and for the purposes laid down in articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he or she specifically approves the following clauses 3,4,9,10,11,16,17 and 18.

I approve

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