

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

DEFINITIONS

- i. “MyHome_Up” shall mean the App provided by BTicino on the User’s mobile device (mobile phone, tablet or other connected device) for the management of connected functionalities on the MyHome_Up system, locally or remotely;
- ii. “MyHome_Up System” shall mean the BTicino home automation system marketed by the Principal, offering a range of services to manage, control and maintain the Product. “Functionalities” shall mean the MyHome_Up system’s features and/or functions that can be managed via the App, including, without limitation:
 - System configuration: possibility of configuring automation and lighting functions
 - Local control: possibility of controlling and customising the MyHome_Up system with different scenarios from home (Wi-Fi)
 - Remote control: possibility of controlling the MyHome_Up system away from home
 - Geolocalisation: for the correct operation of this service, geolocalisation data must be enabled on the app, as these data are not stored on the Gateway MyHomeServer1.
 - Notifications: from scenario execution switching on, etc.
 - Control of third-party devices and/or systems
- iii. “User/Client” shall mean the person who intends to use the service and accepts the related conditions, as set out below;
- iv. “Principal” shall mean 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;
- v. “Access credentials” means the identification details granting access to the App.

Whereas the MyHome_Up system 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.

Article 2

Version 11 of 10 April 2019

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Viale Borri, 231

21100 Varese – Italy

Tel. +39 0332 272111
Fax +39 0332 423675
www.bticino.it

Share Capital: € 98,800,000 (fully paid-up)
Registration No. in the Register of Companies of Varese and Tax No. 10991860155

Registration No. in the Register of Economic and Administrative Information of Varese 237038

VAT No. IT10991860155
Single-member public limited company
Legrand Group

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 MyHome_Up system and the remote management of the same by the signatory.

CONNECTION – EQUIPMENT – ACCESS

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 MyHome_Up system, the Client must first install the APP on his/her smartphone and/or tablet.

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 MyHome_Up system remotely, through the Internet network, or locally, through the home Wi-Fi network. In these cases, successful operation and integration between the MyHome_Up system 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.

Since the service involves the use of push notifications, the Client shall make sure that push notifications are not automatically disabled on the apps downloaded on his/her smartphone and/or tablet.

Article 5

Access to the App may only be made using the access credentials (access details). The User shall take the utmost care in protecting access details. Access details are strictly personal and may not be

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disclosed or communicated to third parties. The User shall be responsible for protecting his/her access details and using them correctly and shall be held accountable for any improper use of the same against the Principal or any claims against the Principal made by any one third parties.

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.

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 Firmware included in the MyHome_Up system and/or the App need to be updated, the Principal will send a notification to the Client via the App and/or other communication means 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 Firmware. BTicino is relieved from any all liability deriving from failed or improper operation of the App when the Client has failed to update the Firmware 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 and/or tablet model, the function which generated the error and other technical information.

LIMITATION OF LIABILITY

Article 8

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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.

The aim is to provide users with an exceptional service experience. HOWEVER, USERS MUST KEEP IN MIND THAT BTICINO ONLY PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT NO RELIANCE SHOULD BE MADE ON THEIR TIMELINESS OR ON ANY OUTCOME THAT CAN BE OBTAINED FROM THE SAME. This, among other things, is due to the fact that the availability of the Services is partly dependent on external circumstances, including user computer, user mobile device, home wiring, Wi-Fi network, Internet service provider and mobile carrier, on which BTicino has no influence whatsoever. In consequence of the above, BTicino cannot make any warranties in relation to the Services in terms of availability, uptime, accuracy of results, accuracy of data, storage of data, accessibility in all countries, reliability of any associated notifications or any specific level of savings or other monetary advantage.

FEES AND PAYMENT TERMS

Article 9

The service – and use of the App – are supplied free of charge with each purchase of a BTicino MyHome_Up system, 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

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As required under Regulation (EU) 2016/679 of the European Parliament on the “protection of natural persons with regard to 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 relevant documentation as attached to this Agreement – PRIVACY POLICY PURSUANT TO ARTICLES 13 and 14 of REGULATION (EU) 2016/679 (“GDPR”).

THIRD-PARTY SERVICES

The Client is offered the possibility to subscribe, through his/her account, to third-party services. In order to subscribe to these services, the Client will be required to accept the related general conditions of use. The decision to subscribe to the above third-party services lies exclusively with the Client. The Client recognises that the possibility to subscribe to third-party services is a service offered by the Legrand Group, but the Legrand Group has no control over said services. Therefore, the Legrand Group expressly declares that it may not accept any responsibility regarding the above third-party services and may not be held liable for any damage that may derive from access or use of the same.

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 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.

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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.

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