

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **1. Preliminary provisions and scope**

With these General Terms and Conditions of Contract ("Terms and Conditions") the company FAAC SpA Soc. Unipersonale ("FAAC") – with registered offices in Via M. Calari 10, 40069 Zola Predosa (BO) – intends to govern the terms and conditions of use of the services offered by SIMPLY CONNECT ("SIMPLY CONNECT") through the mobile application ("APP") and the web application [www.faacsimplyconnect.com](http://www.faacsimplyconnect.com) ("WEB-APP") ("APP" and "WEB-APP" hereinafter jointly referred to as the "Platform").

The Platform is made fully available by and managed, maintained and controlled by FAAC.

SIMPLY CONNECT offers the user of the Platform (in general, "User") its services for the digital management ("Services") of the automation(s) installed at his/her residence and/or domicile and/or other site over which the User can exercise control ("Automation").

In order to use the Services, the Automation must be equipped with a hardware device that will allow digital interaction between the Automation and SIMPLY CONNECT ("Connectivity Device").

It is expressly understood that the Services offered by SIMPLY CONNECT are not in any way intended as alternatives and/or substitutes for all the technical and regulatory requirements to which the User and/or professional technician in charge of the installation and/or maintenance of the Automation ("Professional") is bound, in compliance also with the European Directive 2006/42/EC and subsequent amendments and additions ("Machinery Directive") and/or agreed in the specific agreement possibly signed between the User and the Professional ("Agreement").

The User declares that he/she is aware that, according to the law, the Services offered do not constitute a "financial service" and/or a "payment service".

The User also declares that he/she is of legal age or at least the minimum age required by law in his/her country to use the Services, and that he/she is aware that by accepting these Terms and Conditions he/she is signing a contract ("Contract") with FAAC.

\*[Note that in SIMPLY CONNECT interfaces the Professional is identified by the term "Installer", for the sole purpose of simplifying the interaction between the SIMPLY CONNECT version developed for the User and the one developed and used by the specialised technician, be they installer or maintainer].

### **2. Account Creation and Association**

The Connectivity Device must be positioned in the Automation by the Professional or other authorised person who will therefore be solely responsible for its incorrect installation. The Connectivity Device is accompanied by the instructions necessary for installation and configuration ("Instructions") and by the "Data Matrix Code" that uniquely identifies the Connectivity Device, of which it is an integral part ("Data Matrix Code").

For remote operation, the Connectivity Device requires a stable internet connection obtainable through the User's Wi-Fi network or through the GSM mobile network of the E-SIM installed in the Connectivity Device. In the absence of an internet connection, the Connectivity Device may only be used through the Bluetooth connection of the User's device. With the purchase of the User Connectivity Device, the functionality of the E-SIM is guaranteed for a maximum period of five (5) years from its activation, renewable on expiry. If not renewed, the E-SIM will be irreversibly deactivated and the internet connection via GSM mobile network will no longer be available for the Connectivity Device.

To access the Services, the User must first provide certain data necessary for the creation and subsequent activation of his/her account ("Account") on the Platform. In particular, the User will be asked to enter his/her name, surname, e-mail address, country, address of residence or domicile, telephone number, tax code and a valid password which he/she will safeguard.

The User will then be guided by the Platform to the conclusion of the Account activation procedure. The User may also create the Account through his/her Facebook, LinkedIn, Google or Apple profile, remaining the sole person responsible for the truthfulness of the data supplied to SIMPLY CONNECT directly or through the aforementioned platforms.

The Professional will be obliged to associate the Automation with the User through the e-mail used by the latter for the creation of the Account. The User will then receive an e-mail at the e-mail address provided, containing a link by means of which the Automation will be associated with the Platform.

In the event that the subject is not yet a User and therefore not registered on SIMPLY CONNECT, he/she will receive a link by email to register the Account and a temporary code (OTK code) to complete the association with the Automation. The User can always, and independently, perform the association with the Automation via the Data Matrix Code.

Once this association is completed, the User will assume the qualification of user manager ("User Manager").

The Professional will also be obliged to deliver the Instructions and the Data Matrix Code to the User Manager.

The User Manager may, with his/her express authorisation, allow the Professional to maintain and/or manage his/her Automation(s), the terms and conditions of which will be established on the basis of the Agreement. The above authorization will be made operational by SIMPLY CONNECT through specific features.

For the use of certain features, the User will be asked, with his/her consent, to activate his/her mobile device geolocation services and push notifications. The User may disable these services at any time.

### **3. Use of the Services**

SIMPLY CONNECT offers the User Manager use of the following Automation Management Services: (i) locate the Automations by entering the corresponding addresses, (ii) check whether the Automation is online or offline, (iii) view the general information, (iv) change some settings of the Automation, (v) be informed of the presence of any anomalies of the Automation, (vi) associate the Automation with other Users ("Associated User"), (vii) allow the Professional to carry out the activities referred to in the Agreement, or to remove the same, (viii) modify for each User and/or connected Professional, the type of Services that the latter may exercise on the Automation (so-called "permission").

The Associated User, on the other hand, will only be able to use the Services for verifying the status of the Automation, and be informed of any anomalies, as well as viewing the general information and managing his/her own Access Rights (see below).

To be able to give commands to the Automation (e.g.: "open" and "close") both the User Manager and the Associated User must be in possession of a service called **Access Right** ("**Access Right**") obtainable in the terms and in the manner referred to in point 4 below.

By signing these Terms and Conditions, the User Manager undertakes to verify that the list of Associated Users is always up to date and correct.

#### **4. Access Right Acquisition and Activation**

Except as expressly indicated in Article 6 of the Terms and Conditions, the User may obtain the Access Right either (i) directly through the store of the Platform but only in the **countries where the Platform allows online purchases**, or (ii) through the Professional or other dealer authorised by FAAC ("**Authorised Retailer**"). In the latter case, the User may choose the Authorised Retailer from whom to acquire one or more Access Rights. The terms and conditions of purchase will be governed by a separate agreement between the Authorised Retailer and the User, which is and will be entirely independent of FAAC. The User will provide the Authorised Retailer with the e-mail used to create the Account and his/her purchase code (which can be found on the Platform) and will receive the Access Right from the Authorised Retailer on his/her Account. It is also to be noted that, while the User Manager may acquire the Access Right for his/her Account and/or that of the Associated User, the latter may acquire it only for his/her Account.

Activated Access Rights will have a duration of 5 (five) years starting from their activation. **Before completing the purchase of the Access Right, the User undertakes to inquire about the activity status of the relevant Connectivity Device. In this sense, FAAC declines any responsibility for the purchase of Access Rights connected to Connectivity Devices which are inactive due to the absence of Wi-Fi network and/or GSM mobile network, or failure to renew the subscription of the GSM mobile network of the E-SIM. The User may, however, use the Connectivity Device through the Bluetooth connection of his/her device.**

#### **5. User's obligations**

By accepting these Terms and Conditions, the User undertakes (i) to comply with everything indicated therein and/or subsequently modified and supplemented upon further acceptance by the User; (ii) to provide SIMPLY CONNECT with truthful, valid and correct information; (iii) to ensure that his/her devices are compatible with the Platform; (iv) to update the Platform to the versions available from time to time; (v) to hold FAAC harmless and indemnified from any dispute that may arise between the User and his/her mobile phone/landline operator (in relation to the User's personal devices) and/or credit institutions and/or the Professional and/or the institution responsible for collecting any administrative penalties; in such cases, the involvement of SIMPLY CONNECT and/or FAAC will be limited exclusively to the communication of any data/information required by the above mentioned bodies, (vi) to comply with the obligations undertaken with the Professional under the Agreement, (vii) not to take any action that may compromise the functionality of SIMPLY CONNECT, (viii) not to use and/or allow the improper use of SIMPLY CONNECT, (ix) to conserve with due diligence the Data Matrix Code and their credentials for access to the Account, as well as to change them promptly in case of theft/loss, remaining in any case solely responsible for all unauthorised access.

#### **6. Right of Withdrawal**

Except for the case of provisions of mandatory law expressly provided for in the applicable law, the User declares that he/she is informed and aware that the execution of the Services begins with the acceptance of these Terms and Conditions and, therefore, being Services immediately fully performed, according to the Consumer Contracts the consumer 14 (fourteen) days right of withdrawal is expressly excluded.

#### **7. Payments – Expenses and Additional charges**

With exclusive reference to the cases referred to in Article 4 above, sub (i) the payments due by the User to FAAC are considered valid only if they are made according to the times and methods specified on the Platform. The Platform allows the User to make payments for the Services through the enabled payment service provider whose terms and conditions of use, in addition to the guarantees regarding the security of payment transactions, must be previously reviewed and accepted by the User. The User will only be allowed to make payments by means of a valid credit card. No information regarding the data collected and managed by the enabled payment service provider will be disclosed to FAAC.

The User agrees to receive payment receipts exclusively in electronic format. The prices shown on the Platform are inclusive of VAT.

#### **8. Limitation of Liability**

FAAC is henceforth expressly excluded from any liability for direct and/or indirect damage to vehicles, persons, things or property that may result from the failure of the User and/or the Professional to comply with the obligations set out (i) in this Contract, and/or (ii) in the Machinery Directive and/or (iii) the current health and safety legislation related to the installation and maintenance of the Automation, automatic systems and/or (iv) arising from the Agreement.

#### **9. Customer Care**

For support requests and/or reports related to malfunctions, the User may fill in the form provided in the appropriate section of SIMPLY CONNECT.

#### **10. Account Closure and Termination**

The User may, at any time, request the closure of their Account by using the "*Delete Account*" tool on the Platform. From the 15th (fifteenth) day following the deletion request, the User will receive an email confirming the deletion. The User can also send an email to the following address [privacy@faacsimplyconnect.com](mailto:privacy@faacsimplyconnect.com) for any information about closing their Account.

Without prejudice to the cases of termination provided for by law, FAAC will have the right to terminate this Contract with immediate effect if the User uses SIMPLY CONNECT (i) for purposes other than the agreed use; (ii) for purposes

contrary to the law and/or public security and/or in breach of public authority measures; (iii) in violation of the obligations set forth in articles 2, 3, 4, 5, 7, 8, 10, 11 and 12, 13; (iv) if the User closes the Account; (v) at the express request of a public authority.

## **11. Warranty**

Without prejudice to the cases of ascertained defects and/or anomalies deriving from incorrect installation and/or configuration and/or Association of the Connectivity Device for which only the Professional or other person who carried out such operation/s will be liable, FAAC guarantees the compatibility of the Services with the IOS and Android devices, their interoperability, functionality and compliance with the provisions of the Instructions and these Terms and Conditions.

With specific reference to the Access Rights and in the cases referred to in article 4 sub (i) above, FAAC will be liable to the User for the conformity defects existing at the time of delivery of the Access Right and for those which occur within two years of such time. The User may request that conformity be restored, a proportional reduction in the price paid, or termination of the Contract under the conditions provided for by the applicable reference legislation.

The User's claim to assert the defects found becomes statute-barred 26 months after delivery of the Access Rights unless the defects have been deliberately concealed by FAAC.

In the cases referred to in Article 4 sub (ii) above, the warranty for the lack of conformity of the Access Right will be recognised to the User by the Authorised Retailer, that the User must contact within the legal terms.

On pain of forfeiture of the warranty, the User must perform all updates required in the terms and in the manner indicated by SIMPLY CONNECT.

## **12. Exclusions and Tolerances**

Except in cases of wilful misconduct or gross negligence, FAAC is not responsible for any damage and/or loss suffered by the User in cases where:

- SIMPLY CONNECT suspends the execution of the Services for reasons of public security and/or to comply with an order of a public authority;
- the damage and/or loss arises from the User's misconduct or negligence;
- the malfunctioning of the Automation is due to lack of its periodic maintenance;
- the User utilises the Platform for purposes contrary to the law and/or in breach of the obligations arising from these Terms and Conditions and/or the Agreement;
- the damage and/or loss suffered by the User derives from circumstances of impossibility or force majeure (for example, but not limited to strikes, riots, wars, invasions, earthquakes, epidemics or natural disasters). In any case, indirect damage or loss or loss of earnings or of opportunity are excluded;
- there is a temporary malfunction of the phone network or internet.

The User accepts the possibility of any malfunctioning of the Platform during times when updates and/or interruptions and/or maintenance of SIMPLY CONNECT have been planned.

## **13. Intellectual Property - Copyright - Licence**

FAAC is and remains the exclusive owner of all economic and/or non economic rights, title and interest related to SIMPLY CONNECT software ("Software") and the Platform, including copies, improvements, updates, derivative products and modifications, trademarks, patents, confidential information, related technical documentation and everything related to the Connectivity Device ("Intellectual Property"). The User, therefore, does not obtain/acquire any rights connected to the Intellectual Property other than the right to use SIMPLY CONNECT in compliance with these Terms and Conditions. This being the case, it is understood that these Terms and Conditions, as well as the contents of the Instructions and, more generally, of the Platform, are protected by copyright and therefore copying and reproduction of the contents and images in any form is prohibited unless expressly authorised by FAAC.

The Software is licensed to the User on a free of charge, non-exclusive and non-transferable basis. FAAC retains ownership of the source code of the Software and all rights related thereto. The User acknowledges that certain components used in the Software are the property of third parties, the use of which is governed by "open source" software licences ("OS Components"). The use of the OS Components is granted to the User directly by the respective owners, according to the applicable licence conditions. OS Components are listed in the dedicated section of SIMPLY CONNECT.

## **14. Communications**

Except as otherwise provided for in other parts of these Terms and Conditions, the User may communicate with SIMPLY CONNECT via the email address [info@faacsimplyconnect.com](mailto:info@faacsimplyconnect.com) or by filling in the form available in the dedicated section.

The User, if he/she has consented, may receive communications, updates, notifications, etc., at the email address provided at the time of registration.

## **15. Privacy Policy and Cookie Policy**

SIMPLY CONNECT guarantees that all data that can be qualified as personal data pursuant to and for the purposes of the GDPR (EU Regulation 2016/679) will be collected, stored and processed for application purposes, management and maintenance of the Automations, administrative and accounting purposes, in full compliance with regulations. The data may be transmitted to third party suppliers involved in the operation of SIMPLY CONNECT. Further information on the data processing methods with SIMPLY CONNECT is consistent with the general processing policy and can be consulted on the Privacy Policy and Cookie Policy, also available on <https://www.faacsimplyconnect.com>. For further information, the User can send an email to [privacy@faacsimplyconnect.com](mailto:privacy@faacsimplyconnect.com) or send a registered letter to FAAC S.p.A. Soc. Unipersonale in Via Calari 10 - 40069 Zola Predosa (BO) Italy.

## **16. Applicable Law and Jurisdiction**

The relationships arising from the acceptance of these Terms and Conditions and all relationships arising therefrom are and will be governed exclusively by Italian law. Any dispute that may arise in relation to the interpretation, execution and validity of these Terms and Conditions shall be deferred exclusively to Italian jurisdiction. The exclusive place of jurisdiction shall be that of the place of residence or elective domicile of the User.

#### **17. Miscellaneous**

FAAC has implemented its own organizational model and a related Code of Ethics pursuant to Legislative Decree 231/2001, published on the following website [www.faac.it](http://www.faac.it).

Pursuant to article 1419 of the Italian Civil Code, the invalidity, nullity or ineffectiveness of certain provisions of the Terms and Conditions shall not extend to other provisions not affected by such circumstances, which shall therefore remain valid and effective.

These Terms and Conditions do not constitute any type of partnership, joint venture or collaboration between the User and FAAC with purposes other than those expressly indicated herein.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the User declares that he/she has examined and specifically approved the following clauses:

2. Account Creation and Association; 4. Access Right Acquisition and Activation; 5. User's obligations; 6. Right of Withdrawal; 8. Liability Disclaimer; 11. Warranty; 12. Exclusions and Tolerances; 13. Intellectual Property - Copyright - Licence.

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