

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 website www.faacsimplyconnect.com ("**Website**") ("**APP**" and "**Website**" 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 who utilises the Platform ("**User**") its services for the digital management ("**Services**") of the automation(s) installed at his/her residence and/or domicile and/or other site at 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 itself 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. Access to and Use of Services

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 its correct 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**").

To access the Services, the User must first provide certain data necessary for the creation and subsequent activation of his/her account ("**Account**"). In particular, the User will be asked to enter his or her first name, surname, email address and password with which they have been entrusted. The User will then be guided by the Platform to the conclusion of the Account activation procedure. The User may also register through his/her Facebook, LinkedIn or Apple profile, remaining solely 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 (i) by sending a link supplied to the User by email or (ii) with SIMPLY CONNECT by reading 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.

SIMPLY CONNECT will allow the User Manager to (i) register one or more Automations, (ii) locate the Automations by entering the corresponding addresses, (iii) check whether the Automations are "on line" or "off line", (iv) view general information, (v) modify some Automations' settings, (vi) give simple commands (e.g.: "Open" and "Close"), (vii) be informed of the occurrence of any Automation anomalies, (viii) associate the Automation with other users by sending them by email the link that will guide them to the end of the association procedure, (ix) change for each associated User and/or Professional the category of activities that the latter can perform on the Automation ("permissions").

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.

3. 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 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 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.

4. 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.

5. 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.

6. Account closure. Withdrawal and Resolution

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 for any information about closing their Account.

Unless otherwise provided by law, the User has the right to withdraw from the Contract within 14 days of signing it without giving any reason.

In order to withdraw from the Contract, the User will use the same procedure as for closing the 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, 8, 10, 11 and 12; (iv) if the User closes the Account; (v) at the express request of a public authority.

7. 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 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.

8. 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.

9. 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@faacsimplifyconnect.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.

10. Privacy Policy and Cookie Policy

Data Controller: FAAC S.p.A. Soc. Unipersonale, Via Calari 10, 40069 Zola Predosa – (BO) Italy.

DPO Data Protection Officer: Andrea Lanzoni, at FAAC S.p.A. Soc. Unipersonale, Via Calari 10, 40069 Zola Predosa – (BO) Italy. Email: dpo@faacgroup.com

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, 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 methods of data processing with SIMPLY CONNECT is consistent with the general policy for processing and can be consulted at the [Privacy Policy and Cookie Policy](#) available also on the Website. For more information, the User may send an email to privacy@faacsimplifyconnect.com or send a registered letter to FAAC S.p.A. Soc. Unipersonale in Via Calari 10 - 40069 Zola Predosa (BO) Italy.

11. 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.

12. 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.

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: 1. Preliminary provisions and scope; 2. Access to and Use of Services; 3. Obligations of the User; 4. Limitation of Liability; 5. Customer Care; 6. Account closure. Withdrawal and Resolution; 7. Exclusions and Tolerances; 8. Intellectual Property - Copyright - Licence; 9. Communications; 10. Privacy Policy and Cookie Policy; 11. Applicable Law and Jurisdiction; 12. Miscellaneous.

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