

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Preliminary provisions - Subject matter

With these General Terms and Conditions of Contract ("**Terms and Conditions**") the company FAAC SpA Soc. Unipersonale, with registered offices in Via M. Calari 10, 40069 Zola Predosa (BO) ("**FAAC**") intends to govern the terms and conditions of use of the services offered by SIMPLY CONNECT ("**SIMPLY CONNECT**") to the specialised technician ("**Professional**")* through the mobile application ("**APP**") and through the web application ("**WEB-APP**") <https://pro.faacsimplyconnect.com> ("**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 Professional (i) digital services for the configuration and connection to the internet network of FAAC automation systems installed at the residences and/or domiciles and/or similar of its customers (individually "**Automation**" and jointly "**Automations**"); (ii) digital management of the Automations for which it has received express authorisation ("**Authorisation**") from the customer in its capacity as user manager ("**User Manager**"); (iii) tools for the simplification of his/her work activity; (iv) transfer of the Access Rights enabling commands to be given to the Automation to the customer's SIMPLY CONNECT platform (e.g.: "open" and "close") (individually "**Access Right**" and, collectively, "**Access Rights**"), in the manner better specified in Article 3 (the letters *under* (i), (ii), (iii) and (iv), jointly the "**Services**").

The Professional declares that he/she is aware that, according to the law, the Services offered do not constitute a "*financial service*" and/or "*payment service*" and that, by accepting these Terms and Conditions, he/she is signing a contract ("**Contract**") with FAAC.

It is expressly understood that the Services offered by SIMPLY CONNECT shall not be considered, in any way, as alternatives and/or substitutes for all the technical and regulatory requirements to which the Professional is bound, in accordance with the provisions of European Directive 2006/42/EC and subsequent amendments and additions ("**Machinery Directive**") and/or recognised with any agreement concluded between the Professional and each of his/her customers ("**Agreement**").

* [Note that in SIMPLY CONNECT interfaces the Professional is identified by the term "Installer", for the sole purpose of simplifying interaction between the SIMPLY CONNECT version developed for the Professional and the one developed and used by the end user].

2. Account Creation and Association

In order to use the Services, the Professional must previously provide some information necessary for the creation and subsequent activation of his/her account ("**Account**") by providing SIMPLY CONNECT with the information required by the Platform, the truthfulness of which he/she will be solely responsible for. Specifically, he/she will be asked to enter his/her name, surname, e-mail, country, address, company name, telephone number, VAT number, SDI code (if applicable) and certified e-mail address. The Professional must also provide a valid password, which he/she will safeguard.

The Professional may also register through his/her Facebook, LinkedIn, Google or Apple profile, remaining solely responsible for the truthfulness of the information provided to SIMPLY CONNECT directly or through the aforementioned platforms.

To run the Services, the Automation must be equipped with a hardware device that will allow digital interaction between the Automation and SIMPLY CONNECT ("**Connectivity Device**"). The Connectivity Device must be positioned in the Automation by the Professional who, therefore, will be solely responsible for its incorrect installation. The Professional also undertakes to inform the User Manager in advance that (i) for the remote operation of the Connectivity Device a stable internet connection obtainable through the Wi-Fi network or through the GSM mobile network of the E-SIM installed in the Connectivity Device is required, (ii) in the absence of an internet connection, the Connectivity Device can only be used through the Bluetooth connection of the User Manager's device, and (iii) with the purchase of the Connectivity Device, the User Manager, will be guaranteed the functionality of the E-SIM for a maximum period of 5 (five) years from its activation and that, consequently, upon expiry and in the absence of renewal, the E-SIM will be irreversibly deactivated and the internet connection via the GSM mobile network will no longer be available for the Connectivity Device.

The Professional recognises that 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**").

The Professional **undertakes**, upon completion of the installation and configuration of the Connectivity Device and, overall, of the Automation, to deliver to the User Manager the Instructions and the Data Matrix Code as well as to associate the Connectivity Device with the User Manager ("**Association**"); in this regard, the Professional shall inform the User Manager that, in the absence of such Association, the SIMPLY CONNECT's Services may not be used on the Automation. This Association will be performed through the appropriate SIMPLY CONNECT functions. The Professional **also undertakes** to inform the User Manager that the Association is only considered complete once the management profile (*'permissions'*) has been defined and accepted on SIMPLY CONNECT. The User Manager must therefore use SIMPLY CONNECT to complete the Association.

The Professional undertakes to inform the User Manager that the Data Matrix Code may be used to restore the system if necessary, but not as part of the standard Association procedure.

The Professional remains solely responsible for any prejudicial conditions related to failure to make available/deliver to the User Manager the Data Matrix Code and everything necessary to enable the Association.

The Professional **undertakes** not to use the Services during the Association process or without Authorization from the User Manager. The Professional may only use SIMPLY CONNECT services connected to a specific automation with the express authorisation of the User Manager. This includes controlling and/or managing the automation itself.

For the correct use of the Services, the Professional must refer exclusively to the *Operating Manual* available on the Platform.

For the use of certain features, the Professional will be asked, with his/her consent, to activate his/her mobile device geolocation services and push notifications. The Professional may disable these services; however, to run the Association, SIMPLY CONNECT requires the activation of the device geolocation service.

3. SIMPLY CONNECT Services for the Professional

The Professional may use SIMPLY CONNECT's advanced services ("**Advanced Services**") after purchasing them through the Platform *store*. Please refer to the relevant sections of the Platform for a description of these services and the terms of their validity, as well as the terms and conditions of the Advanced Services. The Professional hereby undertakes to consult these sections before making any purchase.

As indicated in art. 2, the Services, including the aforementioned Advanced Services: (i) may only be used with Authorisation from the User Manager and (ii) will be used and/or transferred on the basis of a separate agreement between the Professional and the User Manager, of which FAAC is and will remain uninvolved in it. In this regard, the Professional will transfer the Access Rights to the customer via the Platform, using the email address provided by the customer.

The Professional undertakes to inform the User Manager that the validity of the Access Rights depends on the presence of the Connectivity Device. The functionality of this device is guaranteed by the presence of an e-SIM, which may have a different expiry date to the Access Right.

4. Obligations of the Professional

By accepting these Terms and Conditions, further to all the provisions under the other points of the Contract, the Professional undertakes (i) to comply with everything indicated therein and/or subsequently modified and supplemented by the Platform; (ii) to provide SIMPLY CONNECT with true, valid and correct information; (iii) to ensure that his/her mobile device is compatible with the Platform; (iv) to update the Platform in compliance to the versions available from time to time; (v) to hold FAAC harmless and indemnified from any dispute that may arise between the Professional and his/her customers and/or the User Manager and/or the mobile phone/landline operator and/or credit institutions and/or the institution responsible for the collection of any administrative sanctions; 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 his/her customers, whether or not governed by a specific written 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 and/or the Data Matrix Code; (ix) to conserve with due diligence his/her credentials for access to the Account, as well as to modify them promptly in case of theft/loss, remaining in any case solely responsible for all unauthorised access.

Without prejudice to the above, in this article and in other parts of these Terms and Conditions, the Professional, prior to the installation of the Connectivity Device, undertakes to verify network coverage and consequently inform the User Manager in the event of lack of coverage.

5. Payments

With exclusive reference to the cases referred to in Article 3 above, the payments due by the Professional to FAAC are considered valid only if they are made according to the times and methods specified on the Platform. The Platform allows the Professional to make purchases via the enabled *payment service provider*. The terms and conditions of use of the relevant platform, in addition to the guarantees regarding the security of payment transactions, must be previously reviewed and accepted by the Professional. The Professional 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. Unless otherwise agreed in writing with FAAC, payments made using methods other than those indicated by the Platform will not allow purchases to be completed.

The Professional agrees to receive invoices in electronic format only. The prices indicated on the Platform are net of VAT.

6. Limitation of Liability

Except in cases of wilful misconduct or gross negligence, 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 Professional and/or the customer and/or the User Manager 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 any Agreement.

7. Customer Care

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

8. Account Closure, Withdrawal and Termination

The Professional may, at any time, request the closure of their Account by using the "*Delete Account*" tool on the platform. The Account will be deleted immediately, and the Professional will receive an email confirming deletion. The Professional can also send an email to the following address privacy@faacsimplifyconnect.com for any information about closing their Account.

In order to withdraw from the Contract, the Professional 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 Professional 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 breach of the obligations set forth in articles 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12; (iv) if the Professional closes the Account; (v) at the express request of a public authority.

9. Exclusions and Tolerances

The Professional accepts and acknowledges that SIMPLY CONNECT is usable as it is, without guarantees of any kind regarding the information, content and Services provided by FAAC for it.

Except in cases of wilful misconduct or gross negligence, FAAC is not liable for any damage and/or loss suffered by the Professional 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 misconduct or negligence of the customer and/or the User Manager and/or the Professional;
- the malfunctioning of the Automation is due to lack of its periodic maintenance;
- the Professional uses the Platform for purposes contrary to the law and/or in breach of the obligations arising from the Terms and Conditions and/or the Agreement;
- any damages and/or losses suffered by the Professional derive from circumstances of impossibility or force majeure (for example, but not limited to strikes, riots, wars, invasions, earthquakes, epidemics/pandemics and 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 Professional accepts the possibility of any malfunctioning of the Platform during times when which updates and/or interruptions and/or maintenance of SIMPLY CONNECT have been planned.

10. 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 Professional, therefore, does not obtain/acquire any rights related to the Intellectual Property other than to use SIMPLY CONNECT in accordance with these Terms and Conditions. This being the case, it is understood that these Terms and Conditions, as well as the contents of the *Operating Manual*, 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 Professional 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 Professional 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 Professional directly by the respective owners, according to the applicable licence conditions. OS Components are listed in the dedicated section of SIMPLY CONNECT.

11. Communications

Except as provided for in other parts of these Terms and Conditions, the Professional may communicate with SIMPLY CONNECT via email address info@faacsimplifyconnect.com or by filling in the *form* available in the dedicated section. The Professional, if he/she has consented, may receive communications, updates, notifications, etc., at the email address provided at the time of registration.

12. 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, 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](#) also available on the Website. For further information, the Professional 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.

13. 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 will be Bologna.

14. 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 Professional 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 Professional declares that he/she has examined and specifically approved the following clauses: 2. Account Creation and Association; 4. Obligations of the Professional; 6. Liability Disclaimer; 8. Account Closure, Withdrawal and Termination; 9. Exclusions and Tolerances; 10. Intellectual Property - Copyright - Licence; 13. Applicable Law and Jurisdiction.

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