

## **General Licence Terms and Conditions for the DConnect DAB App**

### **Art. 1 Definitions**

**"Account"**: the profile of the Remote User, as defined below - which is activated only after Registration - and which is subsequently made accessible to the Remote User, after entering the Credentials, to access the Service;

**"Updates"**: enhancements and/or improvements and/or modifications made to the App;

**"App"**: "DConnect DAB", the remote connectivity application, accessible both via web browser and via mobile after download, through which the Local User can view the display of his Device and the Remote User, in addition, can also access the Service;

**"Fee"**: the amount paid to DAB by the Remote User as consideration for the Service;

**"Serial Code"**: indicates the serial code referring to the individual Device;

**"General Conditions"**: these General Conditions for the license of use of the App, which the User accepts by marking the relative flag, after downloading the App;

**"Consumer"**: the natural person who uses the App for purposes other than business or professional activity;

**"Credentials"**: username and password issued to the Remote User during the Registration process and which allow the latter to access his/her Account;

**"Devices"**: pumps and technological solutions branded DAB, able to ensure reliability and efficiency to optimize energy consumption in domestic and industrial applications;

**"Information"**: data relating to the address of the plant, the IP address of the plant, consumption, the functions of the Device, graphic tools, faq or alarm settings, personal data of the installer (name, surname, e-mail, telephone number), as well as data for remote control of the Device, accessible to the Remote User only after entering the Serial Code;

**"Consumer Protection Regulations"**: Legislative Decree no. 205/2006 (the so-called "Consumer Code"), applicable according to the provisions of art. 13 of the General Conditions;

**"Parties or Party"**: DAB and the User when they are called jointly or severally;

**"Registration"**: registration of the Remote User, with name, surname, e-mail, password, IP address of the plant, for the creation of the Account and the release of Credentials;

**"Service"**: remote connectivity service through which the Remote User can remotely control and monitor the Devices, also accessing the Information;

**"User or Users"**: the Local User and the Remote User when called indistinctly/conjointly;

**"Local User"**: a natural or legal person who has purchased and/or installed and/or is responsible for the maintenance of one or more Devices, who has downloaded the App in order to use it as a display for the Device itself and who is not required to register;

**"Remote User"**: a natural or legal person who has purchased and/or installed and/or is responsible for the maintenance of one or more Devices, who has downloaded the App and, in addition to being able to use it as a display for the Device, also intends to access the Information and, therefore, has registered.

### **Art. 2 Object**

2.1 These General Licence Terms and Conditions for the Use of the DConnect DAB App, July 2019 edition (the "General Terms and Conditions") apply to the contractual relationship between DAB Pumps S.P.A. (hereinafter for brevity also "DAB") with registered office in Mestrino, 35035 (PD), via Marco Polo 14, P.I. 03675230282, Italian company that produces the Devices, and the Users that use the App.

2.2 The Terms and Conditions:

- have as object the modalities of use of the App granted in license of use to the User;
- are understood to be fully known and accepted, along with the privacy policy, with the mark of the flag, after downloading;
- will always be available on the DAB website and from the App homepage.

2.3 DAB reserves the right to update the Terms and Conditions at any time, without notice. The most recent version of the Terms and Conditions can be reviewed by clicking here.

### **Art. 3 Access and Privacy**

3.1 The Remote User, with the first access to the App, is required to create an Account through Registration, at the end of which Credentials will be issued, following a standard automated procedure of verification via e-mail by the DAB Service Centre, and subsequently requested at each access.

3.2 DAB reserves the right to suspend or interrupt the Remote User's access to the Service at any time, when the data provided by the latter are incomplete, incorrect or non-existent.

3.3. The Local User accesses the App only to view the display of the Device and, therefore, is not required to create an Account through Registration, being able to limit himself to enter the evening code of the Device.

3.4 All personal data provided during Registration to the App, by Remote Users, or during its use, by all Users, will be processed by DAB for the sole purposes of these General Conditions and in accordance with EU Reg. 679/2016, so-called GDPR, as well as with Legislative Decree no. 196/2003, so-called Privacy Code, as amended by Legislative Decree no. 101/2018. The policies and procedures regarding the protection of personal data and privacy of DAB will be available here.

#### **Art. 4A Contents and purposes of the App for the Remote User**

4A.1 Once the Account has been created, the Remote User can insert the Serial Code of the Devices into the App in order to add them to their "installation list" or a special space in the App for viewing the Information.

4A.2 Using the App allows the Remote User to access the Service and the Information relating to the Devices added to their "installation list".

4A.3 The provision of the App, Service and Information by DAB does not imply that DAB is obliged to carry out any assistance or intervention activity on the Devices.

#### **Art. 4B Contents and purposes of the Local User App**

4B.1 The Local User is not obliged to create an Account through Registration.

4B.2 Using the App allows the Local User to view the display of the Device.

4B.3 The provision of the App by DAB does not imply that DAB is obliged to carry out any assistance activity or intervention on the Devices.

#### **Art. 5 Rates and Duration**

5.1 The Remote User benefits from a trial period, referred to in the document called "commercial policy" accessible from the DAB website, during which he can access it free of charge.

5.2 After the free trial period referred to in point 5.1 has elapsed, the Remote User, in order to access the Service, is required to pay the Fee in a single payment to DAB, by credit card or in-app purchase (online payment) of a different amount depending on whether the User chooses a duration for the licence to use of 12 or 36 months.

5.3 Thirty days before the expiration of the 12 or 36 months, the Remote User will receive a notice by e-mail with a proposal for renewal of the Service. In the event of non-renewal before the expiration date, the Service shall be deemed terminated.

5.4 The renewal fee may not be equal to the amount paid at the time of the initial Registration, since it is updated periodically, any different fee will be notified in advance by DAB in the same way as in point 5.3.

#### **Art. 6 Right of Withdrawal of the User**

6.1 The Remote User has the right to withdraw from the General Conditions at any time, even before the end of the Service, proceeding to uninstall the App and to cease using it, without however any possibility of obtaining a refund of the fee already paid.

6.2 If the User is a Consumer, pursuant to the Consumer Protection Law, the User has the right to withdraw within 14 days from the date of conclusion of the contract. The communication of withdrawal must be sent by the Consumer before the expiry of the withdrawal period. To exercise the right of withdrawal, the Consumer can use the online form. Following the exercise of the right of withdrawal, DAB will refund all payments received by the Consumer without undue delay and in any case within 14 days from the day on which it is informed of the decision of the Consumer to withdraw from the contract. DAB carries out the refund using the same means of payment used by the Consumer for the initial transaction.

#### **Art. 7 Updates**

7.1 DAB has the right to carry out periodic Updates, even, if necessary, suspending the functionality and use of the App and also to add and modify the Information accessible through the App, reserving the right to modify the fee in accordance with the provisions of Art. 5.4.

7.2 These General Conditions apply to the use of the App even after its Updates.

#### **Art. 8 Rights to the DAB App**

8.1 DAB is the sole and only owner of the economic exploitation rights of the source code of the App and reserves all connected rights, granting the User only the license to use in the manner described in the previous conditions. In particular, DAB is the owner of the other intellectual and industrial property rights relating to DConnect DAB, such as, by way of example but not limited to, the graphic design, trademarks and all other distinctive signs of DAB. All drawings and projects, information and know-how for the design, conception and implementation of the App, including the installation and

maintenance procedures and any updates, are and shall remain the exclusive property of DAB, without the User being entitled to any claim in this regard.

#### **Art. 9 Obligations of the User**

9.1 The User is not permitted to rent, lend, sell, redistribute or sublicense the App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive source code, modify or create derivative works of the App, updates or any part thereof. Furthermore, any form of copying or distribution, publication or commercial exploitation of the App is prohibited.

9.2 The Remote User is fully responsible for the diffusion, loss and unauthorised use of his/her Credentials, without prejudice to the rights provided for in the Privacy Policy, which can be consulted here.

9.3 The Remote User is required to use the Service and the Account in compliance with the purposes described in art. 4.

#### **Art. 10 Confidentiality**

10.1 The Parties undertake to maintain the confidentiality of any information clearly identified as confidential and/or reserved or which, in any case, should reasonably be considered confidential in the circumstances. The Parties are not permitted to use, disclose or authorise others to use or disclose confidential information for purposes other than to fulfil their obligations under these General Conditions.

10.2 Without prejudice to the foregoing, each Party shall protect all confidential information of the other Party with the utmost diligence.

10.3 Under no circumstances may be considered reserved the information that:

- a) are in the public domain at the date of signing these General Conditions or become so by act or conduct not prohibited to the Parties;
- b) were known and/or can be demonstrated that they were known by the Parties at the time of transmission;
- c) have been expressly qualified as non-confidential;
- d) have been developed independently by the Parties without using confidential information;
- e) are disclosed to the Parties by a third party, who is not bound by an obligation of secrecy referred to in these General Conditions, and in any case become known for facts not attributable to the Parties.

#### **Art. 11 Responsibility of the User, Termination of the Contract and Disservices.**

11.1 In case of violation of the obligations set forth in articles 4A, 4B, 8, 9, DAB shall have the right to suspend or interrupt access to the Service towards the Remote User, as well as to terminate the license agreement for the use of the App with consequent compensation for any further greater damage towards all Users.

11.2 DAB does not offer any guarantee as to the proper functioning, the results expected or obtained with the use of the App, nor that the App corresponds to the requirements of the User. DAB is not responsible towards the User, nor towards third parties, for damages suffered as a result of suspensions, interruptions, updates, malfunctions of the App or as a result of the loss, theft, cancellation of data entered in the App by the User, without prejudice to the rights provided by the Privacy Policy, which can be consulted here. Therefore, by way of example only and not limited to, DAB is not liable in the event that the damage is due to tampering or interventions made by the User or third parties, or in the event of problems related to the WiFi network, the ADSL network or other communication networks and/or connectivity used.

11.3 The User undertakes to promptly inform DAB of any inefficiency. For any information or technical problem DAB provides the Customer Service at service@DABpumps.com, tel.+39 0495125350, from Monday to Friday 8.30-12.30; 13.30-17.30.

#### **Art. 12 Obligation to indemnify**

12.1 The User undertakes to indemnify and hold harmless DAB, at its own expense, from any claim, cause of action and procedure (collectively "Claims") brought against DAB by third parties, which are based on one of the following elements,

- (a) acts or omissions (whether due to negligence, fault, wilful, misconduct or otherwise) of the User, any of its employees, agents, subcontractors and contractors, in connection with the activities covered by these General Conditions;
- (b) compensation, penalties, sanctions, legal fees or other damages of any kind or nature caused by or resulting from a breach by the User of the applicable law or the obligations of these General Conditions (Articles 9 and 10).

12.2 The User shall also pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or incurred in connection with the Claims, or agreed to by settlement of the Claims.

#### **Art. 13 Applicable Law and Jurisdiction**

13.1 These General Conditions are governed by Italian law, also with regard to patents and copyright, unless this provision conflicts with any other mandatory rules applicable. The application to this contract of the United Nations Convention adopted in Vienna on 11 April 1980 is excluded.

13.2 As an exception to any different regulations or international conventions, any dispute that may arise between the parties regarding this license will be the exclusive competence of the Court of Padua.

**Art 14. Conditions ex art. 1341 c.c.**

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the User declares to have carefully read the following articles, the content of which specifically approves: Article 6 (Right of Withdrawal of the User); Article 9 (Obligations of the User); Article 11 (Responsibility of the User, Termination of the Contract and Disservices); Article 12 (Obligation to indemnify); Article 13 (Applicable Law and Jurisdiction).