

Terms and Conditions of Use of the Elica Connect Application

1. Introduction

Thank you for choosing an Elica Product enabled for WiFi connection (" **Connected Product** "). The company Elica SpA with registered office in via Ermanno Casoli n.2 – 60044 Fabriano (AN), VAT number no. 00096570429 (" **Elica** "), is a world leader in the production and marketing of household appliances such as hoods and extractor hobs, products for air treatment and purification under the "Elica" brand. Elica makes the Elica Connect application (" **App** " and/or " **Elica Connect** ") available to you free of charge for the configuration, use and management of the Connected Product on your mobile devices.

These terms and conditions of use (" **Terms of Use** ") of the App. and the services available through it on the connected product(s), once registration is completed, will constitute the binding contractual basis for use. of the App.

Elica may update these Terms of Use. In the event of updates, you will be sent an email which will report the changes made, the options available to you and the actions you can take . Your use of the App and the Connected Product following such notice and, or your active acceptance of, any changes will mean to us that you agree to such changes. If such changes do not meet with your approval, you may always discontinue your use of the App and the Connected Product Services.

In order for you to use Elica Connect and the Connected Product Services, your Connected Product must be connected to a WiFi network with Internet access. You are responsible for installing and maintaining your Internet connection where your connected products are located. You will also need to install the App. on a compatible mobile device and create an account with Elica. To use the App and the Connected Product Services you must accept these Terms of Use (<https://elica.com/IT-it/termini-e-conditioni-elica-connect>) and the Privacy Policy (<https://elica.com/IT-it/elica-connect-privacy-policy>) (" **Privacy Policy** "). If you do not agree in whole or in part with these Terms of Use and if you do not accept them and/or if you do not accept the Privacy Policy, you will not be able to access the App and the Connected Product Services.

2. Functions and Services Offered by the Elica Connect App

Elica Connect allows you to control and manage the Connected Product to program its operation and activate all its functions both on site and remotely. It also allows you to monitor the status of the product and filters and take advantage of other services such as technical assistance and support, as well as other functions and advantages, including receiving notifications with advice and suggestions on how to clean and maintain your product, on how to easily order and purchase replacement filters (" **Connected Product Services** "). The specific services of the App on Connected Products are described in greater detail in a specific dedicated section of the App.

Elica may need to modify the specific characteristics of the App and the Connected Product Services over time and will notify you of any substantial changes.

3. Registration Procedure and Access to your account

The use of the App requires the creation, through the application itself, of a user account (" **Registration** "). For the purposes of Registration you are required to provide your name and surname, your e-mail address (user ID), your country of residence and a personal password for Registration and you will have to accept the Terms of Use (<https://elica.com/IT-it/termini-e-conditioni-elica-connect>) and the Privacy Policy (<https://elica.com/IT-it/elica-connect-privacy-policy>). Once you have successfully registered for the App, you will receive a confirmation via e-mail and your user account will be activated. The email will contain a secret pin code to be entered into the App. to confirm registration.

The password must be kept secret, you must not reveal it to third parties. If you lose your password or if you suspect that a third party has had access to it, we recommend using the "Change password" function and/or the "Forgot password" function in the Elica Connect application to change your password or create one new. All functions and services offered by the App can only be used if you are logged in to your user account. If you have successfully logged in to your user account, you will remain logged in until you log out. The exception is represented by the fact that if you do not access the Elica Connect App for 90 days. In this case, for security reasons, you will be automatically logged out of your user account. You can log in again. Please note that, despite its convenience, failure to log out of the Elica Connect application after use increases the risk that third parties who have access to your mobile device will use the Elica Connect application without authorization.

4. Use of the App. and related Services

4.1 General Provisions

In order to use the Elica Connect part of the application for registration purposes, the following conditions must be met:

- You must be a private consumer and be at least 18 years old,
- You must have created a user account as per the registration process,

4.2 Use of Data

By using the App and the Connected Product you agree to:

- (i) Accurately provide your data and other information requested by Elica,
- (ii) promptly update the information regarding the Connected Product in the event of their modification and use your Connected Product in accordance with the relevant user manual.

The App and connected products use your WiFi connection to provide you with the App and Connected Product Services. In addition to the above, if the mobile device is not connected to a WiFi network the App. will use your mobile device's data connection to provide you with services.

To use the Elica Connect application, it must be installed on a mobile device connected to the internet with a supported operating system. The mobile device and the product must be supplied by the user and connected to the Internet through an appropriate WiFi router or cellular data network for the mobile device. If the WiFi connection is deactivated or if the Connected Product is out of range of the WiFi signal, the "offline" Product can be used as a traditional device and cannot be managed via the Elica Connect App. The user is responsible for all costs arising from the data connection (including for downloading updates to the Elica Connect application or device firmware, contents and image transmission). Elica is not responsible for the availability and/or quality of the data connection.

4.3 Transfer of your Connected Product

In the event that you sell or lend your WiFi Connected Product to another person, you must immediately update, as applicable, your Connected Product Services account with your Application. The new user will need to register a new, separate account with Elica to be able to use the Connected Product Services.

4.4. Prohibited uses

Illegitimate and inappropriate use of the App is not permitted. Any use that is contrary to the Conditions of Use is not permitted, nor any use that violates or harms the rights of any other person, including the right to privacy. You are not authorized to distribute or commercially process the services, contents, data and information you will receive in connection with the use of the Elica Connect application. In case of improper or unauthorized use of the Elica Connect application, Elica may take appropriate measures, including blocking users.

4.5 Software Updates

For the correct functioning of the services of the App and the Connected Product, for the addition of new features, to increase the reliability and security of some services, software updates of the Elica Connect App and the Connected Product may be necessary. To ensure maximum reliability and functionality, we recommend downloading and installing all updates communicated and made available.

6. Limitations and Exclusions

6.1. General limitations

Due to the fact that the App communicates with Elica by transmitting information via the WiFi network or the internet (a) the notifications relating to the Connected Product and/or related services will only be available after you have connected and registered your Connected Product; (b) the Services of the App and the Connected Product will not be available if the internet or your WiFi connection or your mobile device are not working or are not working properly.

6.2 Accuracy of Results and Data

You agree that the Services of the App and the Connected Product are subject to limitations and restrictions beyond the control of Elica, such as, for example, the correct maintenance by you of your Connected Product in accordance with the relevant user manual, the capabilities of the wireless network, the availability of the

Internet, environmental conditions (such as logistical, climatic, geographic and topographical conditions), atmospheric conditions and other factors associated with the use of the Internet or antennas or data transmitted via satellite; in addition, the Connected Product Services, by their nature, depend on the availability of software and networks provided by third parties. In light of the foregoing, Elica does not guarantee uninterrupted availability, accuracy, completeness or timeliness of any data, information, material or content provided as part of the Connected Product Services.

6.3 Data Retention

Elica retains some data relating to your use of the App and the Connected Product for the necessary time required by applicable law or for our legitimate business needs and purposes relating to the Services of the App and the Connected Product as indicated in the Privacy Policy (<https://elica.com/IT-it/elica-connect-privacy-policy>).

6.4 Data Transfer

Elica is committed to maintaining the security of the data you provide to us and will take reasonable precautions to protect your personal information. Despite this, transmitting data over wireless networks or via the Internet always involves risks. Taking this into account, you agree that when you use the Services of the App. and the Connected Product, your communications may be intercepted by third parties. Elica cannot guarantee the security and confidentiality of communications through the wireless network and via the Internet and will not be in any way responsible in the event of any security deficiency on networks or devices not controlled by Elica or for any consequent damage to privacy or loss of data in relation to any communications over such networks.

6.5 Other provisions

Notifications reporting Connected Product errors are not intended as a substitute for the regular and recommended maintenance of your Connected Product, as indicated in the user manual of your Connected Product, and do not replace the safe and responsible use of your Connected Product . You must not rely on the App and Connected Product Services (including any error notifications) as a means to prevent fire or other accidents or damage. It is your responsibility to manage your Connected Product in a safe manner and to keep your Connected Product in proper working order and in accordance with its user manual. Failure to comply with the foregoing could damage your Connected Product, cause damage to property, people and/or serious injuries for which Elica cannot be held responsible.

7. Compliance with the Conditions

You will be responsible not only for your violation of these Terms of Use, but also for compliance with the same by all users of your Connected Product and/or the account relating to the App., whether they were from you authorized or not.

8. Privacy

The Privacy Policy is available through the Application and you will need to accept it as part of your registration process for the Application. Your acceptance of the Privacy Policy is not mandatory, but is necessary for the purposes of registering your account. The Privacy Policy regulates the methods through which the information you provide, the data of your App and those relating to its use will be processed, used, revealed and shared in compliance with European legislation. (<https://elica.com/IT-it/elica-connect-privacy-policy>)

9. Intellectual Property Rights

Elica and its licensors own the copyrights, trademarks and any other intellectual property rights on all contents contained in the App and included in the Connected Product Services. You may not duplicate, modify, use, create derivative works from, copy, reproduce, perform, publish, distribute, disclose, transmit, broadcast or circulate such materials and content to third parties (including the publication and distribution of the material on websites of third parties) without the prior written consent of Elica, except for your use of the Connected Product Services for the designated purposes and in accordance with these Terms of Use.

10. Limitations of Liability

10.1 Limitations of Liability

You agree that

(i) The Services of the App and the Connected Product are provided “as is” and “as available”;

(ii) Without prejudice to the mandatory limitations provided for by the applicable legislation and without prejudice to the fact that nothing in these Conditions of Use eliminates or limits or must be understood as an attempt to eliminate or limit Elica’s liability in the event of fraudulent activity, gross negligence, willful misconduct and violation of rules for the protection of public order or in the event of death or personal injury or damage to property where liability cannot be excluded by law, you agree to exonerate Elica, the Elica Group, its agents, employees and contracting parties from any claim, liability and loss in relation to the App. and its use and that of the Connected Product, including, by way of example and not limited to, claims relating to the total or partial non-functioning of the App., the related Services and the Connected Product, even if the latter was caused by negligence on the part of Elica, the Elica Group, its agents, employees and contractors;

You therefore agree to indemnify Elica, the Elica Group, its agents, employees and contractors, from all claims indicated above that are made by third parties;

10.2 Exclusion of consequential damages

Without prejudice to the mandatory limitations provided by applicable law, Elica, the Elica Group, its agents, employees and contractors will not be liable in any way to you or any other party for consequential, indirect, incidental, special or punitive damages (including, without limitation, damages resulting from loss of profit, data or unavailability of services) in relation to the Services of the App. and the Connected Product, even in the event that Elica, the Elica Group, its agents, employees and contractors are aware of the possibility of such damage.

10.3 Indemnification

You agree to indemnify, defend and hold Elica, the Elica Group, its agents, employees and contractors harmless from any claim arising out of or relating to your actions, including, without limitation, your use of the App and the related Services and Connected Product Services and any information you provide, transmit or make available through the App and Connected Product Services; your failure to keep your password and other account information; or your violation of these Terms of Use or any applicable laws or regulations or third party rights.

11. Suspension and Termination

11.1 Interruption by Elica due to improper use

Elica may suspend or terminate your total or partial access to the App and the Connected Product Services at any time in the event of a violation by you of these Conditions of Use. Elica may also interrupt the provision of the Services of the App and the Connected Product at any time, with notice, in the event of technological obsolescence or other reasons that may concern the continued functionality of the App and the Services of the Connected Product. In the event of interruption for the foregoing reasons, you will no longer be authorized to access the Services of the App and the Connected Product and Elica will have no liability for such interruption. In such cases you can continue to use the Connected Products as normal household appliances, but the Connected Product Services will no longer be available.

11.2 Deactivation of your Account by you

You can choose to delete your account at any time through the specific commands in the section of the App managing your profile or by writing to our Data Protection Officer (RPD/DPO) at the address indicated in the Privacy Policy. If you deactivate your account, the data relating to your Connected Product and your use of the App and the Connected Product Services that have been collected by Elica will remain available to Elica but will no longer be associated with your personal information. If you choose to keep your Connected Product via WiFi after deactivating your account, your Connected Product will continue to transmit certain data relating to its use to Elica, however such data will not be processed. If you wish to stop such transmission, in addition to deactivating your account, you will also need to deactivate the WiFi connection on your Product.

Please note that simply uninstalling the App from your device is not sufficient to interrupt the flow of data, but will only interrupt your receipt of further notifications, services and promotions in relation to your Connected Product.

12. Requests

All questions and complaints relating to your Connected Product or Connected Product Services may be directed to the support service contacts indicated in the appropriate "Contact Us" section of the App.