

homeLYnk REMOTE - GENERAL TERMS AND CONDITIONS OF USE

1. Introduction

Schneider Electric ("**Schneider Electric**", 35 rue Joseph Monier, 92500 Rueil Malmaison - France) has developed *homeLYnk Remote* solution, a local and remote control and energy awareness for homes where homeLYnk and KNX are installed.

The homeLYnk Remote solution is an App for Smartphone and tablet that enables to control the installation and display energy information.

2. Purpose

The present terms and conditions are intended to describe and set the rules for the use of *homeLYnk Remote*, and to clarify the responsibilities of the user and the commitments of Schneider Electric.

These General Terms and Conditions of Use apply to all of the services available on the *homeLYnk Remote* platform.

The user agrees to these General Terms and Conditions of Use when registering for the *homeLYnk Remote* platform by checking the box, "Acceptance of the General Terms and Conditions of Use".

In addition, the use of *homeLYnk Remote* is subject to the *homeLYnk Remote* license agreement (available on the website wiserlink.schneider-electric.com) and agrees to comply with them.

3. Definitions

User: means a person who has created a *homeLYnk Remote* account and who uses the offered services.

Occupant: means the person who alone or with family members lives in a residence equipped with the *homeLYnk Remote* system.

Personal data: in this case means the energy consumption data related to an occupant of a residence equipped with a *homeLYnk Remote* system and any data that directly or indirectly enables the identification of a natural person.

4. *homeLYnk Remote* terms of use

Access to *homeLYnk Remote* and the use of the offered services are provided for free to any occupant of a new residence to allow remote control of the *homeLYnk* installation. The user is free to subscribe to the offered services by connecting to the *homeLYnk Remote* application and creating a user account.

Prior to using the *homeLYnk Remote* service, the user must create and activate a *homeLYnk Remote* personal account. All users are required to register to get access to the *homeLYnk Remote* platform and to use remote control.

The registration process also requires that the user accepts the *homeLYnk Remote* General Terms and Conditions of Use in effect at the time of registration. This acceptance is indicated by a check box.

Access to the user space requires the identification of the user through a username and a password.

5. Accessibility of *homeLYnk Remote*

homeLYnk Remote is accessible on-line 24 hours a day, seven days a week. The platform is available except in cases of force majeure, maintenance, or during important events that would justify an occasional outage.

Schneider Electric reserves the right, without notice or compensation, to temporarily close the user space or access to one or more remote services to perform an update, modifications or changes to the operational methods, servers, hours of availability, etc., this list not being exhaustive. Wherever possible, Schneider Electric strives to notify the user in advance by e-mail of interruptions or stoppages affecting the provision of all or part of the online service.

Schneider Electric reserves the right at any time to supplement or amend its services and user-space, in particular, due to changes of technology, laws and regulations in force or its service offerings, It is the responsibility of the user to ensure the scalability of their available computer and transmission equipment and resources so that these resources can be compatible with and adapt to changes in *homeLYnk Remote*.

6. Responsibility of the user

6.1. User account

The user is solely responsible for the preservation and confidentiality of user's password and, therefore, the consequences of a voluntary or involuntary disclosure to a third party.

Access to the user space is not possible without the user password. The user is obliged to notify Schneider Electric without delay upon becoming aware of any compromise of the confidentiality of the user's password or of any third party use of which the user has knowledge.

6.2. Internet connection

The user is responsible for payment of the user's internet connection, the availability and proper functioning of the user's connection equipment, and the means of authentication with the *homeLYnk Remote* application.

6.3. The user declares being the occupant of the residence

The user may only create a user account and access *homeLYnk Remote* application if the user is the occupant of the residence equipped with the *homeLYnk Remote* system and if the energy consumption data are the energy consumption data from the user's residence. The user shall immediately delete the user's *homeLYnk Remote* account upon the cessation of the user's occupancy of the residence in question and shall inform the Schneider Electric administrator of the *homeLYnk Remote* system. Maintaining a user account for a residence that the user is not or is no longer occupying constitutes unlawful access to the personal and private data of a third person protected by law and may be subject to criminal sanction.

6.4. Using *homeLYnk Remote* for personal use.

Any use for commercial or professional purposes is prohibited without the express, prior authorization of Schneider Electric.

7. Security of the platform

7.1. Security measures

Under these General Terms and Conditions of Use, Schneider Electric is subject to an obligation of due care and is committed to providing its best efforts to keep the site available and the overall operation satisfactory. Schneider Electric implements technical and organizational security measures to protect the personal data of each user against all damage, losses, misappropriation, intrusions, disclosures, alterations or destruction. The employees of Schneider Electric who have access to the personal data of the *homeLYnk Remote* users are exclusively those in charge of the administration of the *homeLYnk Remote* platform. They are committed to the utmost confidentiality in this regard. An SSL certificate is established to secure all client-server data transfers taking place on *homeLYnk Remote*. Physical and electronic safeguarding procedures pertaining to the data collected on the *homeLYnk Remote* site have been implemented. Despite all of the security measures adopted by Schneider Electric, it will in no event be liable for the loss of the user's data due to a lack of security of the internet access used by the user to login to the user's *homeLYnk Remote* account.

7.2. Technical assistance

Schneider Electric provides users with technical support, which can be reached by contacting your local customer contact center.

8. Intellectual property

Schneider Electric is the owner of the *homeLYnk Remote* system, all of its components and all of the developments and research work around the operation of the *homeLYnk Remote* web platform.

The user is forbidden from taking any and all actions likely to directly or indirectly damage the intellectual property rights owned by Schneider Electric.

9. Protection of personal data

9.1. Protection of personal data collected by *homeLYnk Remote*

Schneider Electric respects the privacy of its users and strictly complies with laws on Data Privacy and its Global Data Privacy Policy which transposed Schneider Electric Binding Corporate Rules (BCR). The BCR is a corporate privacy compliance framework approved by most of the Data protection Authorities. All Schneider Electric entities are bound by the BCR. Thus, personal data transmitted by each user is exclusively for needs of Schneider Electric to provide the

homeLYnk Remote services. This data is in no way passed on to third parties for advertising purposes without the prior consent of the user.

9.2. Collection and processing of personal data.

The purpose of data collection in the *KNX Data Service* solution is to provide the occupant with control of the occupant's energy consumption by providing energy consumption information and remote alert services (abnormal consumption, for example) and the processing of such information (display of consumption costs in euros, history of consumption, comparison against previous periods, etc.).

9.3. The data collected by homeLYnk

If *homeLYnk Remote* is used in conjunction with the *KNX Data Service*, that is a service provided by a 3rd party company, to collect energy and environmental data, the "personal data" includes the information about natural persons (name, address, telephone, etc.) that is collected during the *homeLYnk Remote* account creation process and online registration, as well as the personal data concerning the consumption of electricity and other energy and environmental data of the user-occupant of a residential dwelling.

The *homeLYnk Remote application* collects multiple types of data needed to run the application, including:

-Residence data, such as:

- Surface area
- Orientation
- Consumption
- Ambiance data
- All data collected in homeLYnk logic controller

-Personal data of the occupant

- Last name-First name
- Nickname

- E-mail address
- Password
- Address of the residence:
- Mobile telephone number

-Data collected from the *homeLYnk Remote* account: The other data processed by *homeLYnk Remote* include:

- username and password
- indication of the overall usage of *homeLYnk Remote*
- account creation date
- date of the last connection to the service
- account deactivation date
- modification date of the password
- number of times the user has changed their account.

9.4 Use of the collected data

Schneider Electric has access to data on the use of the application by the users, such as logging frequency and the most used functions, in order to enhance the application and improve user experience.

- Schneider Electric has access to the collected personal, environmental and consumption data in order to define anonymous consumption profiles.

- The costs computed in the application provide an indication of the cost of energy consumption and cannot be used for billing. The default energy prices defined by Schneider Electric are provided as examples and should not be used to compare the costs calculated with an energy cost that is actually charged. The energy prices and other costs (taxes, subscription) broken down in the actual invoice vary with each provider and will do so periodically. Schneider Electric can in no way be held responsible for the difference between the expense calculated and displayed in the application and the amounts actually charged by energy providers.

9.4.1. Recipients of the personal data collected by *KNX data service*

The data collected are intended to be provided anonymously to third party (such as to facility manager of the building or program owner).

Schneider Electric assures the user that user's personal data will in no case be disclosed or sold to third parties, except in the case where the company is under compulsion following a request from the judicial authorities or the law and in case the residence is part of a multi dwelling program.

One of the features offered by *KNX data service* is the sharing of user data with the community, the user is informed that the user has the sole discretion regarding this sharing and is solely responsible for the use of personal information that user disseminates to third parties.

9.5. Preservation of the collected personal data

The occupant data is retained only as long as necessary in relation to the purposes for which the data has been collected. A user account can be deleted by the user or by Schneider Electric for non-compliance with the general terms and conditions of use. In the case of termination of the *homeLYnk Remote* account, it will take between 15 and 30 days for all of the data to be fully deleted from the system.

9.6. Access right of the user

Each user has a right of access, correction and deletion of all of the personal data that was collected when using the *homeLYnk Remote* service.

Personal data may be modified at any time by the user by identifying themselves in the “Menu” of the *homeLYnk Remote* App.

10. Limitation of liability

Schneider Electric's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows: (i) Schneider Electric shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (ii) Schneider Electric shall not be liable due to a slightly negligent breach of any other duty of care applicable.

The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the applicable product liability laws, and liability for culpably caused injuries of life, body or health. In addition, such

limitations of liability shall not apply if and to the extent Schneider Electric has assumed a specific guarantee.

The user shall be obliged to take adequate measures to avert and reduce damages. In particular, Schneider Electric does not perform backups for users exceeding the time retention mentioned in 9.5, so it is highly recommended that each user make a backup of all of their data.

11. Validity of the General Terms and Conditions of Use

11.1. Duration of the commitments

The contractual relationship between the parties will take effect from the user's registration date and lasts until the removal of the user's account by such user or by Schneider Electric for non compliance with the present terms and conditions of use.

11.2. Enforceability

The present general terms and conditions of use are binding to the users upon their acceptance thereof upon the registration of such users on the website accessible at wiserlink.schneider-electric.com

11.3. Nullity of these conditions

Each of the conditions written in the General Terms and Conditions of Use is autonomous and independent. In case whereby one of them is declared invalid, the other conditions will retain their force and scope.

11.4. Modification of the General Terms and Conditions of Use

Schneider Electric is free to modify the General Terms and Conditions of Use at any time. It is therefore advisable for the user to refer regularly to the latest version of the General Terms and Conditions of Use permanently available on the Schneider Electric website. Where required by law, the user will be notified of material changes of the General Terms and Conditions of Use.

12. Resolution and termination

In the case of a breach of the present obligations, each party may declare in writing the cancellation or termination of the present general terms and conditions of use. Furthermore, the present general terms and conditions of use are automatically canceled in the case of deletion of the *homeLYnk Remote* account.

When registering online, the user shall provide accurate and complete information as requested in the registration form. The user shall also keep such information updated without delay. If a user provides false, incomplete, inaccurate or outdated information, Schneider Electric can legally suspend the user account as well as access to all or a part of the KNX Data Service site immediately and indefinitely.

All of the data relating to the user, and the stored data will then be destroyed after the duration indicated by Schneider Electric

The user can proceed to terminate the *homeLYnk Remote* account in "My profile" / "My Settings" / "My Information". The deletion of the user's data will be effective within 15 working days.

In case of change of user of *homeLYnk Remote* (e.g. in case of change of tenant) the predecessor has to delete its account.

13. Applicable law and attribution of jurisdiction

This contract is governed by Danish law. The United Nations Convention on Sale of Goods shall not apply.

The parties undertake to make every effort to amicably resolve any dispute that may arise from the interpretation, execution and/or termination of these General Terms and Conditions of Use.