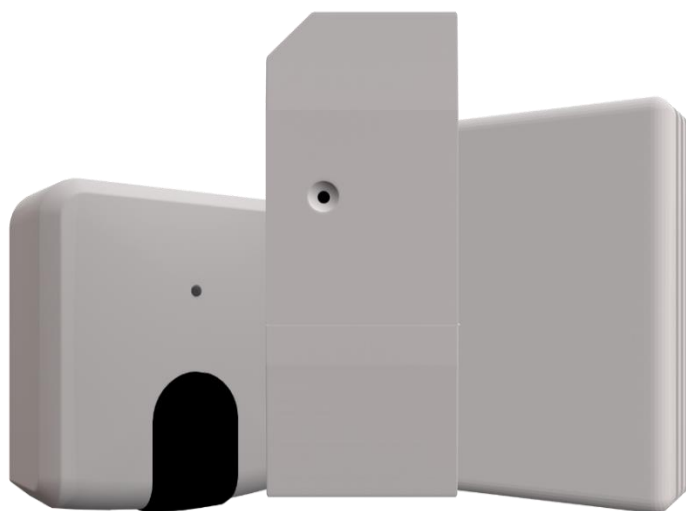




Intesis AC Cloud Control

Terms and Conditions

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GENERAL TERMS AND CONDITIONS OF THE SERVICE AC CLOUD CONTROL**1. GENERAL TERMS**

1.1. The General Terms and Conditions described below (hereinafter, the "**General Terms**") govern the contractual relationship between HMS INDUSTRIAL NETWORKS, S.L.U (hereinafter, "**HMS**"), with Spanish tax identification no. (CIF) B-62202460, a Spanish company with registered address at C/ Milà i Fontanals, 7, 08700 – Igualada (Barcelona) - Spain, recorded at the Mercantile Registry (*Registro Mercantil*) of Barcelona (Spain), in Volume 33008, Folio 27, Sheet no. B219713, entry 1, and the user (hereinafter, the "**User(s)**"), by virtue of which service is rendered allowing the Users to electronically control AC Cloud Control devices manufactured by HMS and thus regulate different functions of the various domestic appliances compatible with such devices, as described in Clause 2 of these General Terms (hereinafter, the "**Service**").

1.2. The contracting and use of the Service by the User implies acceptance without reservations of the entirety of the text comprising these General Terms, in the terms and conditions foreseen in the provisions of Clause 3, and where the terms of which will govern the contractual relationship between HMS and the User. In this sense, the User declares to have read, understood and to accept these General Terms, the text of which may be consulted on the website accessible via the URL <https://accloud.intesis.com/> (hereinafter, the "**Website**").

1.3. These General Terms are furthermore intended to govern User registration for an account on the Website (hereinafter, the "**Service Account**").

2. DESCRIPTION OF SERVICE

2.1. Using the Service provided by HMS, the Users may electronically control any of the AC Cloud Control devices manufactured by HMS which, once installed correctly in the compatible home appliances, allow the Users to control various functions thereof, depending on the device to be controlled (hereinafter, the "**Device(s)**"). More specifically, HMS provides the Users with a platform so that the Users may control the Devices, both through the Website and through an application for mobile telephones with the operating systems Android® or iOS® (hereinafter, the "**Application**"), and thus control the operation of the compatible home appliances. In order to do this, the Users that wish to access the Service must perform the following two requisite actions: a) acquire a Device in any authorised establishment and contract a non-HMS technician to correctly install it in the corresponding compatible home appliance; and b) register on the Website, where the User will

facilitate the personal information required and accept these General Terms and, if applicable and if the User also wishes to control his/her home appliances through his/her mobile phone or tablet, download the Application.

2.2. Considering the above, it is hereby established as a prerequisite for contracting the Service that the User has legitimately acquired an AC Cloud Control Device and a home appliance compatible with such Device, as well as that the User has contracted a non-HMS technician who has installed the Device correctly.

2.3. HMS will make the Application available to the Users, as well as, if applicable, additional software, including the Website (hereinafter, and jointly, the "**Software**") under the terms and conditions established in these General Terms. If the User does not accept these General Terms or, where applicable, their subsequent updates and/or modifications, he/she must stop using the Software.

2.4. Contracting the Service will allow the User to control up to ten (10) home appliances.

2.5. The Service governed by these General Terms is provided by HMS to the User free of charge, without prejudice to the price that the User paid upon acquisition of the Device in an authorised establishment.

2.6. Nevertheless, HMS may modify the gratuitous nature of the Service due to market demands or to the launch of new benefits in such Service, making the pertinent changes to this effect in the characteristics and functions of the Service and in these General Terms. Said changes will be duly communicated to the Users with at least one (1) month of advance notice through the means established herein.

3. ACCEPTANCE AND PROOF OF ACCEPTANCE

3.1. HMS reserves the right to make, at any time, the modifications, updates or changes that it considers appropriate to these General Terms, informing the Users of such modifications or updates via the publication of a new version of the General Terms on the Website.

3.2. If HMS makes modifications, updates or changes to these General Terms, and without prejudice to what is set forth in the provisions of 3.1 below, HMS will notify the User by way of remitting a new version of the General Terms to his/her email address or his/her Service Account. The User must accept the new version of the General Terms in order to continue using the Service.

3.3. If the User wishes to read these General Terms more thoroughly, he/she may print them on paper or save the document in electronic format. HMS hereby informs the User that it will conserve these General Terms for the term established in the applicable regulations.

4. PROCEDURE FOR ACTIVATING USER REGISTRATION

4.1. To register on the Website, the User must correctly and fully complete the registration form on the Website with the information requested: first name, surname, email address, language, address, postal code, city, country, time zone and, optionally, phone, mobile number, birthdate and gender.

4.2. The information provided on the Website registration form must be correct and up-to-date. HMS reserves the right to eliminate Users that facilitate false personal information.

4.3. After the initial steps are taken (once the registration form has been completed and the box marked to indicate "Yes, I have read and accept the General Terms of Service and the Privacy Policy"), the User will receive, at the email address provided, an email with a link to activate the account.

4.4. After the User is successfully registered, a Service Account will automatically be opened through which the User's use of the Service is managed.

5. MEANS OF IDENTIFICATION AND NOTIFICATIONS

5.1. Upon registration the User must choose a username and password to access the Service through the Website or the Application. If these means of identification are lost or forgot, the User may contact HMS so that the latter may identify him/her and allow him/her to access the Service and change his/her password.

5.2. Passwords assigned must be personal and non-transferable, and may not be transferred, even on a temporary basis, to third parties.

5.3. HMS will not be responsible under any circumstances for access by third parties to the Service Account and will under no circumstances assume any liability arising as a consequence of unauthorised use of a password by any person or as a result of unauthorised access to the Service Account.

5.4. If the User is aware of or suspects the loss, theft or use of his/her password by a third party, he/she must notify HMS of such circumstance as soon as possible and use whatever means possible to change his/her password through the Website.

5.5. HMS will send notifications to the User via the email account the latter provided during the registration process to send him/her alerts regarding installation or errors in operation of the Devices or in the Service or improvements or significant changes thereof.

6. RIGHTS AND OBLIGATIONS OF THE USER

6.1. The User declares, guarantees and agrees that he/she:

- Is aware of, understands and accepts these General Terms, along with the operation and utility of the Service and of the other elements of these General Terms.
- Has provided only true, correct, and complete information to HMS.
- Is of legal age and in full control of his/her faculties.
- Is the sole party responsible for the diligent and appropriate use of the Service, as well as the programming that is done through said Service of the functions of his/her compatible home appliances.
- Undertakes to use the Service, the Application, the Software, and the Website appropriately without causing harm to HMS, in full accordance with these General Terms and the applicable legislation. In particular, he/she undertakes not to alter or harm in any way, whether fully or in part, the Service, the Application, the Software, or the Website. HMS will be entitled to close a User Service Account in the event of non-compliance with this obligation. Any losses or damages that the User may cause to HMS as a consequence of the alteration caused in the Service, the Application, the Software, or the Website will be the exclusive responsibility of the User who caused them.

7. RIGHTS AND OBLIGATIONS OF HMS

7.1. HMS undertakes to fulfil each and every one of the obligations arising from these General Terms.

7.2. HMS will be entitled to:

- Modify, unilaterally and without prior notice, the structure and design of the Service, and to update, modify, or delete all or part of the Service and the conditions for access thereto, in accordance with the provisions of these General Terms.
- Protect the rights of HMS undertaking any appropriate legal or judicial actions, demanding any compensation which could arise from undue or illicit use of all or part of the Service.

8. RESPONSIBILITIES OF HMS

8.1. HMS reserves the right to interrupt access to the Service at any time and without prior notice, whether due to technical, security, monitoring, maintenance, or any other justified reason, where the User will not be entitled to any compensation as a result.

8.2. HMS will not be liable in cases of interruptions in service, errors, faulty operation and, in general, any problem not attributable to HMS. Specifically, HMS will not be liable for any interruption arising from any technical cause related to access and operation of Internet. Furthermore, HMS will not be liable for anomalies arising from any fraudulent or culpable action on the part of the User and/or from *force majeure*.

8.3. HMS will not be liable for the velocity of access or data transfer of the Service, whether on Website or on the Application, or for the general functioning of the various network connections that the Users employ to access and make use of the Service.

8.4. HMS will not be liable for technical problems or problems of any other nature affecting the App Store® and Google Play® platforms and, in particular, for problems that prevent the User from correctly accessing, downloading, and using the Application.

8.5. HMS will not be liable for technical problems or problems of any other nature affecting the home appliances in which the Devices are installed, nor will it in any case be obliged to respond to or resolve claims or complaints related thereto. Furthermore, HMS will not be liable for any interruption or faulty provision of Service caused by a defect, anomaly, or poor operation of a Device or which is caused by an error in the automatic update of a Device's firmware, without prejudice to the provisions of the guarantee document of the latter.

8.6. HMS will not be liable for any illness or ailment from which the User or any third party may suffer as a consequence of the incorrect or excessive use of the Service or the poor operation of the appliance or of the Device.

8.7. HMS does not guarantee that the Application, the Software or the Service are compatible with the requirements specified by the User's software and/or systems, telephones, or tablets and will not assume liability for any losses or damages that may arise in the User's software or hardware as a result of the access and/or use of the Service. In addition, HMS rejects any liability that may arise from the presence of a virus or other harmful elements in the Service, without prejudice to the attempts it may make to keep said Service free of such elements.

8.8. HMS does not guarantee that the contents of the Website and the Application are apt or available outside of Spain. It is the responsibility of the Users to comply with the legislation applicable to them, as well as to be aware of and accept the version of these General Terms which exists in each country in which the Service is provided.

8.9. HMS does not guarantee the contents of the links that may appear on its Website, or any link included on the Website which can be accessed from the HMS Website or from any change or update in said links.

8.10. If there are errors in the communication system, bugs, or viruses relative to the installation of the Application or other elements of the Service that result in a loss of information for the User or any other harm to his/her system or software, HMS reserves the right to eliminate the User or other elements that generated them, where, in any case, it would not be liable for said damages.

9. USE OF THE SOFTWARE AND INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

9.1. HMS grants the Users a non-transferable and non-exclusive licence, solely for the use of the Software and the contents arising from said Software during the valid term of the contractual relationship governed by these General Terms.

9.2. The use of the Software by the User will always be associated with the Service and will be made in accordance with the terms and conditions set forth in these General Terms.

9.3. All of the elements that comprise the Service, including the Software, are the exclusive property of HMS or of third parties with respect to which HMS has obtained

the required authorisation for use and operation thereof and including, but not limited to, the graphic design, source code, logos, text, graphics, illustrations, and other aspects of the Service.

9.4. The source code, structure, organisation and other aspects of the Software are protected by intellectual property laws whose ownership is held exclusively by HMS. Consequently, the Users are strictly prohibited from:

- Copying, redistributing, publishing, performing reverse engineering, decompiling, disassembling, modifying, translating, or making any attempt to access the source code for the purpose of creating derivative versions of the source code, the object code or similar.
- Selling, assigning, sub-licensing, transferring, distributing, or renting the Software.
- Making the Software available to the public by way of an information technology network or similar.
- Exporting the Software to any country (whether using physical or electronic means).
- Using the Software in any manner prohibited by the applicable regulations and laws in Spain.

These activities will jointly be referred to as "Prohibited Practices."

9.5. The User will not acquire any intellectual property right or any other right over the Software other than the usage licence granted under these General Terms for the sole purpose of being able to correctly use the Service.

9.6. The User must notify HMS immediately if he/she becomes aware that any of the Prohibited Practices has been carried out by any person or entity, and must provide HMS with reasonable assistance in any investigation carried out as a result of the information provided.

9.7. The User is the only party liable *vis-à-vis* any legal, judicial or extrajudicial claim or actions, initiated by third parties against HMS based on the use of the Software by the User. If applicable, the User will bear any expenses, costs, and compensation payments caused to HMS as a result of such legal claims or actions.

9.8. The User may not use in any way the brands, logotypes, commercial names, Internet domains, or any other distinctive markings belonging to HMS, or any brands, logotypes, commercial names, or any other distinctive markings belonging to third parties that may appear in the Service.

10. PRIVACY POLICY

10.1. Personal data that the User facilitates upon registration and use of the Service will be included in a data file belonging to HMS INDUSTRIAL NETWORKS, S.L.U., with registered address at C/ Milà i Fontanals, 7, 08700 – Igualada (Barcelona) - Spain, for the purposes of managing his/her utilisation of the Service as a User.

10.2. The personal information provided by the User to HMS INDUSTRIAL NETWORKS, S.L.U., as well as that which HMS INDUSTRIAL NETWORKS, S.L.U. collects through the utilisation of the Service by the User, will be assigned in a disassociated manner to the company APPLIANCE MANUFACTURER so that the latter may not identify the User, and for the sole purpose of enabling APPLIANCE MANUFACTURER to perform a statistical analysis of the use of its home appliances in order to improve its products and services.

10.3. The User may indicate the revocation of the consent given, as well as exercise the rights of access, rectification or deletion, the limitation of the treatment or oppose, as well as the right to the portability of the data, sending an email message to the address: intesisdpo@hms-networks.com or by letter addressed to HMS INDUSTRIAL NETWORKS, SLU, C / Milà i Fontanals, 7, 08700 - Igualada (Barcelona)

10.4. Access to and use of the Service is subject to the User's reading and accepting this Privacy Policy.

10.5 The personal data that the User facilitates upon registration to HMS INDUSTRIAL NETWORKS, S.L.U., will be kept for the duration of the service, unless the user decides otherwise by following any of the procedures specified in point 10.4

10.6 The user may present a claim on the data protection competent authority. The user may contact the data protection officer of HMS Industrial Networks S.L.U. by writing an email to intesisdpo@hms-networks.com.

11. VALID TERM

11.1. The contractual relationship governed by these General Terms with the User will enter into force when the User completes the Registration Form and marks the

box indicating “Yes, I have read and accept the General Terms of Service and the Privacy Policy,” and will continue in force until its finalisation in accordance with the terms and conditions established therein.

12. TERMINATION OF THE CONTRACTUAL RELATIONSHIP AND CANCELLATION OF THE SERVICE ACCOUNT

12.1. HMS will unilaterally terminate the contractual relationship governed by the General Terms, close the Service Account and eliminate the User, without prior notice and immediately, in the following cases:

- a) When, for any reason, HMS decides to interrupt the provision of the Service for technical reasons, economic circumstances, or due to an unfavourable reaction to the Service by the market, in which case said decision will be notified to the User through email with minimum advance notice of one (1) month and once at least twelve (12) months from the time the Device for which the Service is to be interrupted is first commercialised in Spain;
- b) In cases in which HMS considers that the User has breached one or more clauses of these General Terms, including cases of legal infractions or third-party rights committed by the User;
- c) For any other general reason established under law.

12.2. Termination of the contractual relationship on the part of HMS for any of the aforementioned reasons will not entitle the User to claim any type of compensation in his/her favour.

12.3. Following the end of the contractual relationship, the User undertakes to stop using the Software, the Service, and the Application.

12.4. After the contractual relationship has ended for any reason, except if otherwise expressly established in these General Terms, neither of the parties will have any additional obligation with respect to one another. Without prejudice to the above, the right to terminate the contractual relationship will not negatively affect any other right of either of the parties arising by virtue of potential breaches by the other party.

12.5. Once the contractual relationship has ended, HMS will proceed, in accordance with the provisions of the Spanish Organic Law 15/1999, of 13 December, to cancel the User’s information once said User has completed his/her de-registration process and such information is no longer necessary to manage the Service.

13. ASSIGNMENT

13.1. HMS may assign, transfer, sub-licence, or give as a guarantee the agreement governed by these General Terms, in whole or in part, to any third party without any need to obtain the User's consent.

13.2. The User may not assign, transfer, sub-licence, or give as a guarantee the agreement governed by the General Terms or the rights or obligations corresponding to it by virtue thereof.

14. LANGUAGE

14.1. The original version of these [General Terms is drafted in Spanish](#). In case of conflict with any of the translated versions of said Terms, the original Spanish version shall prevail.

15. APPLICABLE LAW AND JURISDICTION

15.1. The contractual relationship governed by these General Terms, as well as the relationships between the User and HMS, will be governed and interpreted in accordance with the provisions of Spanish legislation.

15.2. Any discrepancy or divergence that could arise in relation to the execution of the contractual relationship with the User is subject to the jurisdiction of the Courts of Barcelona, unless applicable regulations prohibit it.