

General Terms and Conditions for the Use of the Supplier's Software Applications, Web Applications and Products Enabling the Management of Thermal and Domestic Hot Water Consumption of Heating and/or Cooling Systems - REV 05

RECITALS:

These General Terms and Conditions govern the contractual relationship between Caleffi S.p.A., with registered office at S. R. 229, No. 25, 28010 Fontaneto d'Agogna (NO), VAT No. 04104030962, and its Customers.

Definitions

- **Web Applications** IT services developed by the Supplier and accessible via the internet through a web browser.
- **Software Applications or Apps:** the Apps developed by the Supplier and made available to Customers, which can be installed on mobile devices operating on the following systems: Android; iOS.
- **Customers:** the users of the Supplier's Software Applications, Web Applications and Products.
- **General Terms and Conditions:** these General Terms and Conditions for the use of the Supplier's software applications, web applications and products enabling the management of thermal and domestic hot water consumption of heating and/or cooling systems.
- **Data:** the digital information collected by the Products, the Software Applications and the Web Applications.
- **Devices:** computers, smartphones, tablets and any other electronic devices on which the Software Applications and the Web Applications can be run.
- **Supplier:** Caleffi S.p.A., with registered office at S. R. 229, No. 25, 28010 Fontaneto d'Agogna (NO), VAT No. 04104030962.
- **GDPR policy:** the privacy notice issued by the Supplier in its capacity as Data Controller pursuant to Article 13 of EU Regulation 679/2016.
- **Product:** an item manufactured by the Supplier and connected to the Service.
- **Contract Expiry Date:** the end of the annual validity period of the Service.
- **Cloud Server:** the servers available on the internet where the Data are stored.
- **Service:** the use of the Supplier's Software Applications, Web Applications and Products described in Section 1.
- **Data Controller:** Caleffi S.p.A., with registered office at S. R. 229, No. 25, 28010 Fontaneto d'Agogna (NO), VAT No. 04104030962.

The Recitals form an integral and substantial part of these General Terms and Conditions for the use of the Supplier's software applications, web applications and products enabling the management of thermal and domestic hot water consumption of heating and/or cooling systems.

Article 1 - Subject Matter and Description of the Service

The subject matter of this Agreement is the provision to Customers, by the Supplier, of one of the following services:

- LEGIOMIXevo.
 - Display: date/time; status; current programme; instantaneous temperature values
 - Access to remote controls: modification of the mixing temperature; modification of the disinfection schedule; modification of the recirculation pump schedule; modification of settings
 - Historical data: log of the mixing temperature; log of disinfections
 - Download of reports
 - Remote support/assistance
 - Dedicated email and website notifications
- Conteca.
 - Display of configuration
 - Consumption history: display of consumption data; possibility to rectify
 - Remote support/assistance
 - Dedicated email and website notifications
- Monitor
 - Display of configuration
 - Consumption history: - display of consumption data - possibility to rectify measurements in the event of a temporary interruption of the Service - download of reports
 - Remote support/assistance
 - Dedicated email and website notifications
- Caleffi Code
 - Guided installation and configuration of products
 - Possibility to divide the dwelling unit into zones and to set a weekly time schedule for each zone
 - Management of the temperature of the environment in which the product is installed
 - Quick functions to temporarily modify the temperature
 - Possibility of remote assistance by the installer

The details relating to the Services referred to in this section, as described above, may be subject to possible changes and/or IT developments, without prejudice to the provisions set forth in the remaining clauses of these General Terms and Conditions.

Article 2 - Data Management

The Data shall be stored on cloud servers managed by the Supplier or by third parties. Upon registration on the dedicated web portal, each user shall be granted access to their own data necessary for the operation of the system. For the purpose of managing the after-sales support service, third parties (Assistance Centres) may be granted temporary access to the Customer's data stored in the system. The Supplier reserves the right to select or replace the third-party cloud server provider and the dedicated software used.

Article 3 - Customer's Obligations

The Customer warrants that the data provided to the Supplier at the time of registration are complete, truthful and accurate. The Customer shall be fully liable for any omission or provision of false or inaccurate information. In the event of any change to the data provided, the Customer undertakes to promptly update such data in the relevant section. The Customer undertakes to provide a valid form of payment. In the event that a payment is unsuccessful for any reason, the Customer undertakes to provide a valid and functioning form of payment within no later than five (5) days from receipt of the relevant notice.

The Customer acknowledges that the installation of products in plumbing and heating systems must be carried out by specialised personnel. The Service is in any case subject to the correct installation of CALEFFI products. The Service is also subject to the correct installation of the Products required for data remote transmission. The Customer is therefore advised to evaluate the suitable products listed in the Supplier's Price List and to review all the available documentation concerning the technical specifications and the correct and proper installation procedures. All technical materials are available on the website www.caleffi.com

Article 4 - Consideration

The Service shall be provided to the Customer who has purchased the Product free of charge for a period of 365 (three hundred and sixty-five) days from the date of acceptance of these General Terms and Conditions. Upon expiry of such period, the Service shall be renewed on a yearly basis, subject to payment of the amount due through the payment method indicated by the Customer at the time of subscription to the Service. The price of the Service applicable to the Customer shall be indicated in the relevant section at the time the Customer finalises the purchase of the Service. Please note that the provisions of this Article shall not apply to the Caleffi Code Service, which shall be provided exclusively free of charge and without time limitations, unless otherwise provided by the Supplier.

In any case and for all types of Service the costs relating to the equipment on which to install the App, the connection costs for accessing the website, the connection costs of the App, and the data transfer costs from the Service to the Customer's device shall be borne by the Customer. Similarly, any additional costs, to be determined from time to time, may be charged for the use of additional services, such as energy optimisation or consumption planning.

Article 5 - Service Conditions and Commencement Date

The agreement between the Supplier and the Customer shall be deemed concluded upon the Customer's acceptance of these General Terms and Conditions. The Service shall be made available by the Supplier free of charge for the first year (365 days) from the date of conclusion of this agreement. At the end of the free period, the consideration shall be charged through the payment method indicated by the Customer during registration. The Supplier shall provide the Customer with a notice, prior to the Contract Expiry Date, to verify that the chosen payment method is valid. The Supplier reserves the right to verify that the payment method provided by the Customer during registration is valid. Should such method prove invalid, the Supplier shall inform the Customer, who shall be required to update the payment details within five (5) days from the relevant email notice sent by the Supplier. If, for any reason, the Supplier does not receive payment of the consideration within the aforementioned term, the Service shall be suspended by the Supplier. The Service may be reactivated only upon payment of the consideration by the Customer. The Customer may use the Service only upon payment of the amount due. Once reactivated, the Service shall retroactively take effect from the Contract Expiry Date. The price of the Service shall be the price applied by the Supplier at the time of payment by the Customer. The Customer is hereby informed that the price of the Service may vary in the event of payment after the Contract Expiry Date.

In any case, after the lapse of 5 (five) years from the Contract Expiry Date without the Service having been renewed, the data associated with the Customer's account shall no longer be available. The Customer shall therefore enter into a new agreement for the Service with the Supplier, which shall commence on the date of the new subscription by the Customer. The Customer shall not be entitled to benefit again from the free-of-charge period, having already benefited from it previously.

The free-of-charge period shall not be extended to Customers who have already entered into an agreement for the Service with the Supplier. Upon annual renewal, the Customer shall, in order to continue to benefit from the Service, accept these General Terms and Conditions and enter valid payment details. It is understood that the fees set forth in the agreement previously entered into shall apply until the next renewal, unless otherwise expressly provided by the Supplier.

Following successful processing of the payment, the Service shall be renewed as from the date of expiry for an additional period of 365 (three hundred and sixty-five) days and, in the same manner, for each subsequent expiry date.

Article 6 - Termination

This Agreement shall have an indefinite duration.

The Customer shall have the right to terminate the Agreement by giving notice no later than the day preceding the Contract Expiry Date, by expressly notifying the Supplier, through the dedicated section in the App or on the web portal, of their intention not to renew the Service. Any payment made by the Customer for the renewal of the Service shall in no event be refundable as a result of the exercise of the right of termination. No refund shall be made in respect of the annual period already renewed, and the Agreement shall be deemed terminated as from the Contract Expiry Date. This is without prejudice to the Supplier's right to withdraw from the Service at any time, by giving at least thirty (30) days' prior written notice.

The Customer may also exercise the right of withdrawal in the case provided for under Article 7 - Service Compatibility and Updates.

Article 7 - Service Compatibility and Updates

The Customer acknowledges that compatibility between the Software Applications / Web Applications and the Customer's devices is guaranteed only for the software/hardware configurations described in the supported and updated browsers and in the "stores" where the App is made available. The Customer acknowledges that the Supplier may update the Service by introducing new and additional features and/or functionalities.

The Supplier reserves the right to amend these General Terms and Conditions at any time. The updated General Terms and Conditions shall be communicated and made available to the Customer. Only in the event of substantial changes to the Service provided shall the Customer be entitled to withdraw from the Agreement. If the Customer fails to notify the Supplier of their intention to exercise the right of withdrawal, in accordance with the procedure set out in Section 5 above, within fifteen (15) days from the notification of the changes, such changes shall be deemed accepted by the Customer. In any case no refund shall be granted to the Customer for any amounts already paid.

Article 8 - Suspension of the Service

Without prejudice to any statutory obligations, the Supplier may temporarily suspend the provision of the Service in order to carry out the maintenance necessary for the proper operation of the Service. The Service may also be temporarily suspended for the purpose of updating. Without prejudice to the foregoing, the Service shall be suspended if, after five (5) days from the Contract Expiry Date, the payment due from the Customer has not been successfully processed. The Service may subsequently be reactivated by the Supplier in accordance with the provisions set out in Section 5 - Service Conditions and Commencement Date.

Article 9 - Intellectual Property Rights

The Customer acknowledges and agrees that the Service covered by this Agreement is the intellectual and industrial property of the Supplier. The Customer expressly acknowledges and agrees that the Service is protected under intellectual and industrial property laws, including, by way of example and without limitation, copyright, trademarks, patents, trade secrets, and any other related rights. The Customer is authorised to use the Service and its contents solely for personal purposes, in full compliance with the contractual purposes and the applicable laws in force, and is expressly prohibited from reproducing, modifying, distributing, transmitting, publishing, transferring to third parties, or commercially or economically exploiting the Service in any form whatsoever. It is understood that any unauthorised use shall entitle the Supplier to take legal action to protect its rights.

Article 10 - Privacy

The Customer's personal data shall be processed by the Supplier (as Data Controller) and by any Data Processors in compliance with the provisions on the protection of personal data, as further specified in the Privacy Policy pursuant to Articles 13 and 14 of EU Regulation 2016/679 (hereinafter the "GDPR Policy"), made available to the Customer and accessible at the following link: <https://www.caleffi.com/it-it/privacy>. The Supplier reserves the right to update the GDPR Policy at any time as a result of changes to the Service or the Apps, changes to the technological infrastructure, to the products, or as a result of any regulatory interventions or updates.

Article 11 - Liability and Indemnification

Without prejudice to cases of wilful misconduct or gross negligence, the Supplier shall not be held liable towards the Customer for any damages arising from fraud or otherwise connected to any unauthorised use of the Service or resulting from any error in the use of the Service. The Customer undertakes to indemnify the Supplier from and against any and all claims, actions, costs, expenses, damages and/or liabilities brought also by third parties, in the event that the Customer has breached these General Terms and Conditions or has otherwise used the Service improperly. The Supplier shall not be liable for the proper safekeeping of the access credentials to the Service by the Customer.

The Supplier shall not be held liable for any measurement, accounting or regulation errors arising from technical causes. The Supplier shall not be held liable in the event that the Service is suspended pursuant to the Article 8 - Suspension of the Service. The Supplier does not warrant that the use of any specific Service will be uninterrupted or error-free. The Customer acknowledges and agrees that the Supplier may, for technical or operational reasons, remove the Service for indefinite periods of time or discontinue the Services at any time. The Supplier shall not be held liable for any malfunction caused by changes to the Windows, Android, or iOS operating systems or to the related browsers made by the respective manufacturers. The Supplier shall not be held liable for any suspension or malfunction of the Service due to the equipment or connection used by the Customer or to any other cause not attributable to the Supplier.

The Supplier shall not be held liable for any malfunction of the Service or for any damages caused by the incorrect design of the system on which the Supplier's products interacting with the Apps and Web Applications are installed, or by their incorrect installation. The Supplier shall not be liable for any damages possibly caused to the Customer or to third parties as a result of any cyberattack of any kind affecting the system in use, as the Supplier cannot monitor and, consequently, cannot be held responsible for the cybersecurity of the network through which the Service is used.

Article 12 - Data Accessibility

Pursuant to EU Regulation 2023/2854, the Supplier provides the Customer with the following information concerning the Services:

- Nature of the Data
- The data that the Products may generate are textual, in JSON format.
- Estimated Data Volume
 - LEGIOMIXevo: 200 - 250 Megabytes/month
 - Conteca: 0.1 - 0.3 Megabytes/month per connected Conteca device
 - Monitor: 0.1 - 0.3 Megabytes/month per connected heat cost allocator/pulse device
 - Caleffi Code: 100-250 Megabytes/month per gateway
- Storage
 - LEGIOMIXevo: data stored on the device and on a remote server
 - Conteca: data stored on the device and on a remote server
 - Monitor: data stored on a remote server
 - Caleffi Code: data stored on a remote server.
- Retention
 - LEGIOMIXevo: - On server: 5 years for disinfection logs, 6 months for mixing logs - On device: last 150 disinfections
 - Conteca: - Model 755010: 5 years on the device - Model 750351: by default 1 year on the device (modifiable by the user) - For all models: 5 years on the server
 - Monitor: 5 years on the server
 - Caleffi Code: 6 months on the server
- Data Access
 - LEGIOMIXevo: <https://cloud.caleffi.com/login> - Personal Profile / Data Export / Request History
 - Conteca: <https://cloud.caleffi.com/login> - Personal Profile / Data Export / Request History
 - Monitor: <https://cloud.caleffi.com/login> - Personal Profile / Data Export / Request History
 - Caleffi Code: <https://cloud.caleffi.com/caleffi-code/login> - Request History section

The Data Controller plans to use the available data for the following purposes: management of after-sales support activities and the performance of anonymous statistical analyses (not allowing identification of the relevant user) relating to the sale, installation and use of the product. The use of data by third parties is permitted in accordance with and within the limits of EU Regulation 2023/2854 and, with respect solely to Caleffi Code, the use of data may, upon user's request, be extended to the following providers:

- Google Actions: in case of integration with this system, the following data are transferred to Google Inc.: gateway name and data of the rooms where the system is operating, room name, quick functions, current and set temperature, current mode. Google Inc. logs the operations carried out by the user through the voice assistant. This information is necessary for Google to enable certain functionalities of its services.
- Amazon Alexa: in case of integration with this system, the following data are transferred to Amazon Inc.: gateway name and data of the rooms where the system is operating, room name, quick functions, current and set temperature, current mode. Amazon Inc. logs the operations carried out by the user through the voice assistant. This information is necessary for Amazon to enable certain functionalities of its services.
- Siri iOS: in case of integration with this system, Apple Inc. accesses the following data: gateway name, names of the rooms where the system is operating, quick functions, current and set temperature, current mode. This information is necessary for Apple Inc. to enable certain functionalities of its services.

The Data Controller is Caleffi S.p.A., with registered office at S. R. 229, No. 25, 28010 Fontaneto d'Agogna (NO), VAT No. 04104030962. The Supplier may be contacted at any time at the following email address: support.caleffcloud@caleffi.com

To request the sharing of data with third parties, or to stop any previously authorised data sharing, the Customer may use the "Data Export" section on the Cloud. Requests will be processed without undue delay. The user may request an access key, which may be shared with third parties, valid for a period of 6 months from issuance. Please note that there are limitations on the number of calls to the Services per access key, in order to ensure proper use of the Service; specifically: one call per second and a maximum of five (5) concurrent calls at any given time, with a maximum of 1,000 calls per month. The user is responsible for retaining the access key for the entire period of its validity and, in any case, after 6 months from issuance, the key shall be considered inactive and the user shall be required to submit a new request within the above-mentioned term. Data sharing shall automatically cease upon expiry or may be terminated early by deleting the generated key in the relevant section. The Customer shall have the right to lodge a complaint for any violation of the provisions of EU Regulation 2023/2854 with the competent authority designated pursuant to Article 37 of the Regulation. Some data generated by the Product and relating to the Service may concern trade secrets owned by the Supplier. Information constituting trade secrets represents industrial property rights and is protected by the applicable legislation without time limitation and, as such, may not be disclosed or communicated.

Article 13 - International Restrictive Measures

The Customer shall indemnify the Supplier from and against any and all liability and/or costs that may arise from any breach of the applicable provisions on international economic sanctions in connection with the Services purchased from the Supplier, pursuant to Italian, European Union, United Kingdom and/or United States laws and regulations.

The Customer acknowledges that changes to the applicable export control laws and regulations, sanctions imposed by the United States, the European Union, the United Kingdom or other applicable sanctions, as well as the failure to obtain any necessary authorisation, may restrict or prohibit any ongoing transaction.

Should, as a consequence of the foregoing, the performance of the Supplier's obligations be deemed unlawful or void, the Supplier shall have the right to terminate the affected transaction with immediate effect, by simple written notice and without any liability or obligation of any kind towards the Customer.

Article 14 - Notices

All communications relating to the Services (by way of example only: requests for technical support, administrative enquiries) shall be addressed to the following email address: support.caleffcloud@caleffi.com

Article 15 - Governing Law and Jurisdiction

These General Terms and Conditions shall be governed in accordance with Italian law. Any dispute arising between the Parties in connection with the Service shall fall within the jurisdiction of the court of the place of residence or domicile of the Customer, if the Customer qualifies as a consumer pursuant to Italian Legislative Decree No. 206/2005 (the "Consumer Code"). In all cases where the Customer does not qualify as a consumer pursuant to Italian Legislative Decree No. 206/2005, any dispute relating to the Service shall fall under the exclusive jurisdiction of the Court of Novara.

Article 16 - Final Provisions

For all matters not expressly provided for herein, the applicable laws and regulations in force shall apply.

These General Terms and Conditions, as from the date of their acceptance, shall cancel and replace any prior agreement entered into between the Parties.

By registering their personal data on the portal provided by the Supplier or within the Supplier's Apps, the Customer declares to have read and accepted the GDPR Policy.

Furthermore, by purchasing the Service, the Customer declares to have read and accepted these General Terms and Conditions.

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