

## **Terms of Use for the Bosch Twinguard App**

By downloading this product from the Apple App Store or the Google Play Store, you are entering into a Licence Agreement governing the use of the Bosch Twinguard App (hereinafter referred to as "App") with Robert Bosch Smart Home GmbH, Schockenriedstr. 17, 70565 Stuttgart-Vaihingen, Germany (hereinafter referred to as "Bosch").

Neither Apple Inc. or its associated enterprises nor Google Inc. or its associated enterprises shall become a party to the Licence Agreement. However, Apple and Google are entitled to meet their obligations to you under this Licence Agreement. By downloading this App, you are agreeing to the following Terms of Licence and Use.

### **Section 1 Use of the Bosch Twinguard App**

**Please note that the use of certain functions within the App requires an existing data connection to your mobile terminal device, or that the use of these functions will establish such a connection. We therefore recommend that you only use the App if you have access to a flat-rate data plan or a Wi-Fi hotspot, in order to avoid being subject to connection charges.**

Once you have downloaded the free basic version of the App, Bosch grants you the non-exclusive and non-transferable right to use the App, without charge, in conjunction with a device you own or possess and on which the software can be run in accordance with the system requirements that can be viewed in the Apple App Store or the Google Play Store before agreeing to these terms.

The App is subject to continuous development and new functions and services that go beyond the scope of the free basic version will therefore be offered on a periodic basis. Additional functions and services within the App may be subject to a charge or become subject to a charge at a later date. In this case Bosch will notify you in advance of prices and features. The capacity to manage components on your home network (Wi-Fi) without charge shall remain available and usable in any case.

You are not authorised to copy or distribute the App or otherwise make it available to third parties (including renting, leasing, loaning or sublicensing the App). You are not entitled to modify, reverse engineer, decompile or disassemble the program code of the App or any part thereof, nor to otherwise determine the source code or create works derived from said source code. The provisions of Sections 69(d) and 69(e) of the German Copyright Act (UrhG) shall remain unaffected by this.

The terms outlined above also apply to all updates/upgrades and plug-ins for the App made available by Bosch for download from the Apple App Store or the Google Play Store, insofar as these are not the subject of a separate licence agreement. In this case, solely those provisions specified within the

licence terms relevant to the respective update/upgrade and plug-in shall apply.

Bosch reserves all rights to the App.

This product contains proprietary Bosch software (licensed under Bosch standard licensing conditions) and open source software (licensed under open source licensing conditions). Open source licenses and the related information can be viewed in this app under Settings, "Open Source Licenses". The special provision noted in the license texts are applicable to LGPL. Reverse engineering is permitted in particular for this component.

## **Section 2 Duty to cooperate**

When using the App, you are required to exercise the due care necessary for use and to take reasonable measures to check the results generated by the software before relying or acting on the information produced by the App. You are responsible for entering the telephone number requested in the App during the setup process. Please take care when doing this, check it regularly and update it if your telephone number changes.

In the event of an alarm, the first thing to do is to check whether fire has broken out and/or whether any persons are at risk, in particular before you deactivate the alarm manually with the Twinguard control button and/or silence it with the App.

A call to the fire brigade or emergency services can only be made manually by the user. Make sure that the situation at hand really is an emergency.

You are obliged to keep safe all login details, such as your username and password.

The necessary precondition for using the App is the installation of the Twinguard Starter Set, comprising a Gateway and at least one Twinguard smoke alarm in Germany, and the linking of all components to the Bosch Twinguard back end ("Bosch Twinguard Cloud"). You are responsible for the proper installation of the components and establishing the connection to your home network.

Further technical requirements for the use of the App are listed in the description for the application in the App Store, particularly with regard to supported operating systems/versions and terminal devices, such as smartphones and tablet PCs.

Future security updates for the Twinguard, Gateway software and the App, as well as new and improved functions and updates for troubleshooting which do not objectively put you in a less advantageous position vis-à-vis the service agreed upon when concluding the Agreement and which do not clearly

deviate from said service shall be displayed to you by the App, and the App shall request your consent prior to installation. Consent to App updates shall be managed by the operating system on your mobile terminal device (iOS or Android), and the provisions and settings of your operating system shall apply.

Adjust these provisions and settings accordingly, if required, and contact your provider for further information. Bosch has no influence on this. If you do not consent to updates to the device software or the App, and therefore if no updates are performed, it may be the case that, if not otherwise possible in terms of technology, this impairs the operation of the App and the devices or the operation of said App and devices must be ceased entirely, with the result that you are unable to continue using the App and devices. In these instances, you shall be entitled to terminate any further contractual relationship on use relating to the App. This provision shall apply insofar as it becomes necessary to make changes to the App and/or to the device software due to changed specifications of third parties from which Bosch receives advance payments or due to substantial technical innovations on the market.

After each software update, make sure that the appliances work correctly by conducting a test alarm with the control button. We recommend conducting a test alarm every month to make sure the Twinguard is working reliably.

If you have purchased the App as an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) in return for payment, the obligation to give notice of defects shall apply in accordance with Section 377 of the German Commercial Code (HGB).

### **Section 3 Warranty and liability**

- a. **Warranty and liability for free software.** To the extent permitted by applicable law, Bosch shall only be liable for material defects and defects of title, regardless of the legal basis, if Bosch has fraudulently concealed the material defect or defect of title in question. Otherwise, Bosch, its legal representatives and its vicarious agents shall only be liable to provide compensation for loss or damage that has occurred on the basis of the free-of-charge provision of the software where deliberately harmful conduct has taken place or in the event that culpable loss or damage has been caused by loss of life, bodily injury or damage to health. Claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by this.
- b. **Limitation of liability for software subject to payment.** Insofar as the software has been obtained in exchange for payment, Bosch is only liable, regardless of the legal basis, in accordance with the following provisions:

In the following cases, liability is based on the applicable statutory provisions:

- For loss or damage resulting from intent or gross negligence,
- For loss or damage resulting from failure to comply with

warranties provided in writing to the extent covered by the purpose of the warranty,

- In cases of fraudulent intent,
- In cases of physical or personal injury,
- In cases of product liability as defined by the German Product Liability Act (Produkthaftungsgesetz),
- Provided that these are covered by Section 44(a) of the German Telecommunications Act (TKG – liability of the provider of publicly accessible telecommunications services).

Insofar as the liability as set out in the list above is not based on the statutory provisions, the following shall apply: In cases where insignificant contractual obligations are breached as a result of simple negligence, Bosch shall not be liable for compensation. Otherwise, liability for loss or damage caused by simple negligence shall be limited to that loss or damage which could typically be foreseen within the respective contractual relationship (foreseeable loss or damage that is typical of this type of agreement). Loss or damage that results from the use of the App on devices with full administrative access (known as rooting on Android/jailbreaking on iOS) is considered unforeseeable.

This also applies where obligations are breached by legal representatives, executive staff or simple vicarious agents as a result of negligent conduct. **If you are an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), the parties shall agree that the foreseeable loss or damage that is typical of this type of agreement, resulting from breaches of obligations set out within this Agreement shall not exceed the amount paid to Bosch under this Agreement.** The above limitations of liability also apply to claims for reimbursement of expenses.

- (1) Insofar as Bosch's liability is excluded or limited by these provisions, this also applies to the liability of organs, subcontractors and vicarious agents of Bosch, including Bosch employees.
- (2) The warranty period for material defects and defects of title for software that you have obtained as an entrepreneur in exchange for payment is 12 months. This shall not apply if the liability as set out in (b) is in accordance with the statutory provisions.

#### **Section 4 Availability, product information**

Together with an installed Bosch Twinguard and Gateway, the App can inform or warn you of incidents in your house or apartment by sending messages to your mobile terminal device. Bosch is only able to send these messages once you have ensured that:

- The camera has been installed in accordance with the instructions,
- The devices are working properly and are connected to the Bosch back end,

- Your Internet connection and the back end are working properly,
- You have allowed the messages for the App on your mobile terminal device,
- Your mobile terminal device has an active data connection
- and the notification centres (Apple/Google push notifications) are available.

Please note that the Bosch Twinguard system, consisting of the App, Twinguard, Gateway and back end, is intended for use in your home environment only and is under no circumstances suitable for use in particularly critical areas. Twinguard has been certified by an independent testing institute as a smoke alarm complying with the standard EN 14604: 2005/AC:2008. Other components do not satisfy the said standard and are not certified. If you are using two or more Twinguards, these must only be networked with one another through the Gateway. The Twinguard smoke alarm is only able to warn you of a fire if smoke is created and reaches the Twinguard.

The built-in air quality sensor is not a calibrated measuring device for high-precision measurements.

System availability may be interrupted to allow necessary maintenance and repair measures to be performed.

Bosch uses Google/Apple push notifications to deliver the messages to your mobile terminal device. This involves sending the messages to your mobile terminal device in encrypted form. You can find further information on the messages and the data they contain in our Data Privacy Statement.

The technical dependence on other service providers means that we are unable to guarantee that all technical information is always promptly available in the event of an incident requiring reporting, e.g. automatic call or notification.

### **Section 5 Support**

If you encounter problems when using the App, you can contact Bosch using the following details: Robert Bosch Smart Home GmbH, Schockenriedstr. 17, 70565 Stuttgart-Vaihingen, Germany

E-mail: [service@bosch-smarthome.com](mailto:service@bosch-smarthome.com)

Telephone number: 00800 843 762 78 (free of charge from UK and Ireland)

If you contact Bosch, your customer data will be used for the purpose of providing support.

In the event that you require support, you will be asked for your identification data. You may grant Bosch, particularly customer hotline staff, access to the system status (e.g. personal data, configuration data, historical data and system data).

Bosch stores the customer's history for a period of 10 years following the last interaction with customer support for processing of any subsequent enquiries

and in compliance with statutory documentation obligations. Personal data related to specific problems are automatically deleted at the latest by 3 years after the problem was solved. Attachments are processed within the framework of the statutory retention periods and retained accordingly or deleted automatically no later than three years after the issue has been resolved.

Bosch is only able to provide support for the most recent version of the software in each case.

For further information on how we use personal data, please refer to Section 7.

## **Section 6 Transfer/assignment**

In the event that you temporarily transfer your device on which the software is installed to a third party free of charge, you remain responsible for ensuring that the provisions of this Agreement are complied with. Any other transfer of the rights of use requires our explicit consent. Transferability may also be excluded by means of technical locking mechanisms put in place by the provider responsible for distributing the software.

The use of the software by third parties may also affect settings with regard to data protection and privacy and may lead to undesirable behaviour. You shall be responsible for complying with and configuring the required settings for third parties.

Should you permanently transfer a Twinguard to a third party, please first use the "Factory Settings" function on the Twinguard and Gateway (please refer to the FAQs on the Bosch Smart Home homepage for details).

Use the "Remove Twinguard" App function to delete all Twinguard-specific data in the back end, for example your air quality history.

## **Section 7 Data protection, consent**

### **a. General information on data protection**

In order to facilitate use of the App and the Twinguard smoke alarm and storage applications in the back end (cloud storage) which are controlled by the App, as well as supplementary services (such as use of the hotline in cases where support is needed), Robert Bosch Smart Home GmbH processes and uses personal data or data which can be traced back to a particular person. If required, Robert Bosch Smart Home GmbH may involve other bodies inside and outside the Bosch Group in the provision of services. This also includes the use of service providers anywhere in the world to guarantee the continual availability of our service and supporting activities. In this respect, access to personal data from so-called third countries is possible if this is necessary for the provision of our

service and supporting activities. Further details on processing personal data can be found in our **Privacy Policy**. The Privacy Policy is not part of these General Terms and Conditions and is subject to change at any time in this respect.

Robert Bosch Smart Home GmbH provides you with its services from Germany. Accordingly, the provisions of data protection legislation which are valid at the company's registered office shall apply.

**b. Information on your responsibilities in relation to data protection legislation**

You shall be responsible for the lawful use of the App and components and services which it controls. In this context, you are obliged to comply with the statutory provisions which are applicable to you or the place of use. Statutory requirements may, for example, stipulate or restrict purposes of use or installation locations. If required, inform all persons, employees or third parties who live in the premises and areas concerned or who are present there for a significant period of time of the specific circumstances and the use of the security solution in an appropriate manner and obtain any consent that may be necessary.

**c. Consent to data processing**

Insofar as we wish to process or use your personal data for purposes other than fulfilling the Agreement and insofar that we are not permitted by law to do so, Robert Bosch Smart Home GmbH shall make this dependent on the consent you previously granted. You may actively grant your consent in good time, that is to say before the corresponding collection, processing and use of your personal data.

You may revoke the consent which you granted to Robert Bosch Smart Home GmbH, Schockenriedstr. 17, 70565 Stuttgart-Vaihingen, Germany at any time with future effect and free of charge. To exercise your right to revocation, please contact us in writing at Robert Bosch Smart Home GmbH, Schockenriedstr. 17, 70565 Stuttgart, Germany, by calling us on +49 (0) 800 843 762 78 or by sending an e-mail to [service@bosch-smarthome.com](mailto:service@bosch-smarthome.com). Please note that, in the event that you revoke your consent, the future use of various functions and services may be restricted under certain circumstances or may no longer be possible.

**Section 8 Violation of these Terms of Use**

You undertake vis-à-vis Bosch to only use the service for purposes that do not violate these Terms of Use or any other applicable German laws or infringe upon the rights of third parties. If you allow another person to use the App on your mobile terminal device, you have a duty of care to make them aware of the Terms of Use and to take reasonable measures to ensure that these are

complied with. Bosch is entitled to block your access to the application if you violate your obligations under these terms.

By downloading the App, you are confirming that your permanent residence is neither located in a country subject to the embargo restrictions imposed by the USA, nor categorised as a State Sponsor of Terrorism by the US Government, and that you are not personally included on any US Government watch list of banned or restricted parties.

### **Section 9 Changes to the Terms of Use**

Bosch reserves the right to amend and/or supplement individual provisions of these Terms of Use which do not affect the primary obligations. You will be notified in advance of any changes.

You shall have the right to object to such changes to these Terms of Use. In this instance, the contractual relationship for the current scope of services shall continue subject to the existing Terms of Use. If this is not possible for technical reasons, Bosch shall be entitled to terminate the contractual relationship with you and forbid you from continuing to use the App.

If you do not object to changes within six weeks of their communication, this shall be taken as consent to the new Terms of Use.

We reserve the right to introduce a charge for the automatic call in the future.

Regardless of the previous paragraphs you may terminate these Terms of Use and usage of the App any time by deleting the App from your mobile device.

### **Section 10 Information about the settlement of disputes by arbitration**

It is not Bosch policy to take part in the settlement of disputes by arbitration.

### **Section 11 Applicable law, place of jurisdiction**

The substantive law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and subject to any mandatory provision of local consumer law that may apply by operation of law. Insofar as you are not a consumer or have no regular place of jurisdiction in Germany, the place of jurisdiction for all disputes arising due to or in connection with this Agreement shall be Stuttgart, Germany.

### **Section 12 Severability clause**



Should individual provisions or parts of the Agreement be ineffective, the remaining provisions and parts of the Agreement shall remain in force.

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