Robert Bosch Smart Home GmbH

Terms of Use

Bosch Smart Home app

Bosch Smart Camera app

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1. Scope

These terms of use (“**Terms of Use**”) apply for accessing the Bosch Smart Home app (“**Smart Home app**”) and the Bosch Smart Camera app (“**Smart Camera app**”) both also referred to here individually or collectively as (“**App**“), an offer provided by Robert Bosch Smart Home GmbH, Schockenriedstr. 17, 70565 Stuttgart-Vaihingen, Germany HRB no. HRB 754585, Germany (“**Provider**” or “**Bosch**”). These Terms of Use also apply for the use of the services (“**Services**”) offered within the App by registered end users (“**Users**”) and for accessing Partner Services (as defined below in paragraph 2 below).

Detailed information about the Provider is provided in the legal notice .

These Terms of Use also apply to future agreements between the User and the Provider on Premium Services (as defined in paragraph 2 below) that are concluded between the User and the Provider via the App.

The User can retrieve and print out the then current valid Terms of Use at https://www.bosch-smarthome.com/terms-and-conditions/.

2. Conclusion of the contract

By downloading the App from the App Store and accepting these Terms of Use, a license agreement is concluded for the use of the App between the User and the Provider (“**User Agreement**”).

The contract terms, including these Terms of Use and the Service description, is displayed to the User within the App.

Upon conclusion of the User Agreement, the User may

i. use certain free services (“**Basic Services**”);

ii. use free services where the User provides or undertakes to provide personal data and which the Provider does not process solely for the purpose of fulfilling its obligation to perform or legal requirements imposed on it (“**Basic Services Plus**”);

iii. use services, subject to certain conditions, which extend or modify the functionality of the Basic Services (“**Premium Services**”); or

iv. use other services offered by affiliates of the Provider or third parties ("**Partners**") and provided outside the App ("**Partner Services**"). Partners can be both consumers and entrepreneurs.

3. Services offered and their availability

The Services include, for example, the integration of certain smart devices in a private single-family house or a private apartment and the information about occurrences in the house or in the apartment by notification on a mobile terminal, the provision of functionalities, data, contributions, image and sound files, information and other contents ("**Contents**").

The type and scope of the Services provided, as well as details on system requirements and availability, can be found at

- https://www.bosch-smarthome.com/system-requirements/

and

- https://www.bosch-smarthome.com/xc/en/apps/.

The Service description serves only for the description of Service and does not contain any quality agreements or guarantees.

Bosch can only transmit notifications if the following is guaranteed:

- the installation has been conducted in accordance with the instructions,
- the devices function correctly and are connected to the Smart Home system or the Bosch Smart Home cameras are configured,
- the internet access and the Bosch servers which the system communicates with in encrypted form, function smoothly,
- notifications for the App have been enabled on the mobile device and in the app,
- the mobile device has an active data connection.

It should be noted that the Bosch Smart Home safety/security package and all Smart Home devices are intended for use in the home environment only and are not suitable for use in particularly critical areas. The safety/security package does not constitute an alarm system or break-in alarm system, in particular not in accordance with the corresponding DIN and VdS standards.

The Twinguard smoke alarm and system smoke alarm have been certified as smoke alarms by an independent testing institution in line with standard EN 14604: 2005/AC:2008. The other components do not conform with the above standard and are not certified. If you use several Twinguards, these are linked with each other via the Smart Home controller. The Twinguard and the smoke alarm can only warn of a fire if smoke is generated and if this reaches the Twinguard or the smoke alarm. The air quality sensor installed in the Twinguard is not a calibrated measurement device for highly precise measurements.

With the help of the Smart Home cameras – if the User uses a camera model which supports this function and the function is acquired by the User in the App as a Premium Service – various occurrences such as window glass breakage can be detected and notifications sent to the User. However, despite adhering to the state of the art, it is not always possible to rule out false alarms or to determine occurrences correctly. When using the optional, intelligent audio analysis functions, the correct detection and notification depends in particular on the placement of the device, background noise level, duration of occurrence and network availability. Warning: Under certain circumstances, comparable occurrences from other sources, such as TV, radio, animals, may also be interpreted as alarms.

Bosch shall not be liable in the following circumstances,

- if, despite compliance with the state of the art, an occurrence is not detected or is incorrectly classified;
- if, despite compliance with the state of the art, an occurrence is incorrectly detected and a notification is sent (false alarm);

The Services are accessed as an App for use on compatible mobile devices, such as smartphones or via special, compatible hardware. Individual functionalities of the Services may be limited in each case depending on the access possibility.

Availabilities:

- The Provider endeavours to ensure that the Basic Services can be used as uninterruptible as possible within the scope of its technical and operational possibilities, but Provider does not warrant uninterrupted use. There is no guarantee by the Provider that the access or use of Basic Services will not be interrupted or impaired by maintenance work, further development or otherwise by faults.
- Unless otherwise agreed, the Provider shall ensure availability of 92% per year for Premium Service. This excludes periods when these Premium Services cannot be achieved due to technical or other problems which the Provider is not responsible for, and due to maintenance work which is occasionally carried out.

4. Usage requirements

The User is responsible for meeting the technical requirements necessary in the area of responsibility of the User for the contractual use of the Services (in particular necessary hardware, web browser, smartphone, internet access).

In order to use the Services via the App, the User must load and install the App on their smartphone. The App is available for Android and iOS and must be installed via the respective app store. Details on technical requirements, functions and operating instructions are available at

- https://www.bosch-smarthome.com/system-requirements/

and

- https://www.bosch-smarthome.com/xc/en/apps/.

The most recent versions of iOS or Android are usually required. If the system requirements change in the course of time, for instance because the security mechanisms of the older versions are no longer sufficient and can therefore no longer be supported, you will be informed by Bosch via the aforementioned links.

The Provider can provide updates to the App, for example to close security vulnerabilities or to eliminate errors. The User is obliged to install updates immediately and to always use the latest available version of the App.

The User can uninstall the App at any time or delete its User account for Premium Services (see paragraph Right of withdrawal). In this case, the User no longer has access to the Premium Services in the App. Any obligations towards the Provider to pay agreed usage fees for Premium Services remain unaffected by the uninstallation of the App or deletion of the User account.

Some of the Services may require special, compatible hardware that must be coupled to the App and User account. The functionalities covered by this can be found in the Service description. If the User is no longer entitled to use the hardware (e.g. due to sale), the User is obliged to disconnect the hardware immediately.

If using the Smart Home controller API, whether through applications or otherwise, the User accepts the “Bosch Smart Home Terms and Conditions for developers” at GitHub and agrees to be bound by them.

(see: https://github.com/BoschSmartHome/bosch-shc-api-docs#terms-and-conditions).

Data collection and usage in accordance with Regulation (EU) 2023/2854

The user authorises the provider to use product data and related service data for the provision of the Smart Home app and the Smart Camera app (hereinafter referred to as "data").

The user also grants the provider a simple, sub-licensable right to use the data, which is unlimited in content, space and time, insofar as the data is not or no longer personal data within the meaning of Regulation (EU) 2016/679. This right entitles the provider to use and process the data freely for their own purposes. This also includes the right to pass the data on to third parties. The provider undertakes not to use the data to gain insight into the financial situation, assets and production methods of the user or into the use by the user in any other way that could undermine the commercial position of the user in markets in which the user operates. The provisions of applicable data protection laws remain unaffected. For more information, please refer to the relevant information on data usage.

5. SingleKey ID user account

The use of various services such as Premium Services (point 7), the Smart Camera App or the Smart Home App requires a SingleKey ID user account, which the Provider makes available to the User.

Registration is done via the App or via the Provider's website. This is subject to separate terms of use, to which the User is expressly informed during registration for the central SingleKey ID.

After entering the login data for the central SingleKey ID, the User is asked to provide additional information, e.g. name and address ("**Registration Data**"). This registration information must be complete and correct. In order to complete the registration process and to transmit the Registration Data, it is necessary that the User consents to the application of these Terms of Use.

By transmitting the Registration Data, the User grants the Provider an offer to enter into the usage contract on the basis of the Terms of Use. The Provider will accept the offer from the User by sending the User an email confirmation and activating the User account.

The Provider reserves the right to verify the identity of the User immediately after sending the Registration Data or at a later time, for example by clicking an activation link which is sent to the email address of the User or by entering a code which is sent to a mobile telephone number of the User. As long as the User has not provided the necessary verification, the User account remains blocked. If the registration is not completed, the Provider reserves the right to delete the incompletely registered User account.

There is no obligation for the Provider to accept the registration. The Provider may refuse registration within a reasonable period of time and without giving reasons.

Every natural person is only allowed to register once with a User account. User accounts are not transferable.

The User is obliged to keep the Registration Data stored by them in their user account up to date at all times.

The User is obliged to handle their access data carefully, not to communicate these to third parties and/or not to allow third parties access to the User account while bypassing the access data. The User is liable for all activities which take place using their User account and for which the User is responsible. The User shall change their password for their User account immediately if the User has reason to believe that the access data could have become known to an unauthorised person(s).

6. Obligations to collaborate

The User must observe the necessary care when using the generated results and check them to an appropriate extent before use. In particular, in the event of an alarm, it is first necessary to check whether a fire is present and/or whether any persons are in danger before the alarm is manually deactivated or muted or de-escalated.

Any call to the fire brigade or emergency services must be made by the User. In this case, the User must ensure that there is an actual emergency.

The User is obliged to ensure that after each update the devices function properly and carry out a test alarm.

Further information on the use of the Twinguard and/or smoke alarm can be found in the user manuals.

7. Premium services

The User can book Premium Services via the App. The use of Premium Services may be subject to additional terms of use and may require the provision of further data. The presentation of a Premium Service is not a binding offer from the Provider, but merely a request for the submission of bookings *(invitatio ad offerendum)*.

In the course of the booking process, the User is informed of the properties, prices, terms of payment and delivery, durations, notice periods, information on rights of withdrawal and further details of the premium service (“**Product Information Premium Services**”).

When a user purchases a premium service in the Bosch Smart Home online shop, this constitutes a binding offer by the user. Before completing the purchase, the user can change and view the purchase data at any time.After that, the User has the option of sending the order by clicking on the order button. After pressing the order button and the Provider having received the booking, the User receives a booking confirmation by way of email notification in which the receipt of the order is confirmed and the details of the order are listed again. The contractual relationship with the Premium Service is established upon receipt of the email notification.

The contract terms with details of the respectively booked Premium Service including these Terms of Use, if applicable the Service description and the legal advice for withdrawal is sent to the User by email with the notification of the acceptance of the contract offer. The Provider does not store the contract terms.

When purchasing a premium service through a third party provider, this provider’s purchase terms apply.

The Provider can also offer Premium Services free of charge for a certain period (“**Trial Subscription**”). If the Trial Subscription is not terminated on time, it will

become a Premium Service with a fee from the first day after the Trial Subscription expires.

8. User content

The Provider may allow the User to post, upload, save, share, send or display their own content ("**User content**") via the App or via the apps of partner companies and to make it available to third parties ("**Transmission**").

The User undertakes not to transmit any User content which, by its content, form, design or otherwise, violates these Terms of Use, applicable law or morality. In particular, the User undertakes to comply with all applicable laws and regulations (e.g. criminal, competition and youth protection law) when transmitting User content and not to infringe any rights of third parties (e.g. name, trademark, copyright, image and data protection rights).

The Provider may prescribe rules of conduct for the Transmission of User content as well as for the communication and interaction with other users.

By transmitting User content, the User grants the Provider unlimited, perpetual (except as stated below), irrevocable, transferable, free-of-charge right of use of the User content. The Provider is entitled to use, edit, in particular to change, shorten, supplement, and combine the User content with other content and advertising material for the purpose of providing the App and the Services offered on it. This includes, in particular, the right of reproduction. The User remains the owner of their User content.

If the User has transmitted User content in connection with a Basic Services Plus or Premium Service, the granted right of use expires with the effective termination or with a revocation of the user.

This does not apply if the User content

- has no use outside the context of the Basic Services Plus and Premium Services,
- is exclusively related to the use of the Basic Services Plus and the Premium Services by the User,
- have been aggregated by the Provider with other data and cannot be disaggregated or can be disaggregated only with disproportionate effort; or
- were created by the User together with other users, provided that other users can continue to use the User content.

The provisions of the privacy statement apply primarily to personal data within User content.

Insofar as the Provider expressly offers the possibility of removing transmitted User content, the above-granted right of use and exploitation expires with the

deletion of the User content. However, the Provider shall reserve the right to retain copies made for backup and/or proof purposes, while respecting data protection laws.

The User is responsible for the User content they have posted. The Provider does not check the User content for completeness, correctness, legality, timeliness, quality and suitability for a specific purpose.

The Provider is entitled to refuse the posting of User content and/or to edit, block or remove already set User content without prior notice, if the setting of the User content by the User or the posted User content itself violates these Terms of Use, rules of conduct and/or laws and regulations, or if the User has otherwise violated its contractual obligations . The Provider will take into account the legitimate interests of the User and choose the mildest means of action against an infringement. The Provider will inform the User about this measure by email.

9. App content

All rights to the Services of the App and all rights to the content provided in the Services and the App (“**App Content**”) are the exclusive property of the Provider or its licensors and are protected by copyright or other intellectual property rights. The compilation of the App Content is also protected by copyright as such.

The App Content may only be accessed and displayed online for the User's own non-commercial purposes during the term of the User Agreement. The User is prohibited from copying, distributing and/or publishing App Content.

If the App is used as part of a commercial or professional activity, the User may use the App Content available via the App exclusively for their own internal business purposes. Any further commercial use of the available App Content is prohibited.

The User is entitled to download App Content as well as to print out App Content insofar as a possibility for downloading or printing via the App is available as a functionality (e.g. by means of a download button).

The User receives an indefinite and non-exclusive right of use for their own, non-commercial purposes for the App Content that is lawfully downloaded or printed out. In the case of App Content which is left to use a Premium Service, a further requirement for this granting of rights is the full payment of the Premium Service or the respective App Content. All rights to the App Content remain with the Provider.

10. Partner Services

Partners Services can extend the capabilities of the App, for example through voice command.

The contract for the respective booked Partner Services is concluded directly and exclusively between the User and the respective Partner. Partner Services are also paid directly to the Partner.

As a rule, the use of these integrated or external services requires the coupling of the App with an existing Partner user account. For the Partner's separate terms of use, for the use of such services integrated or external to the app, see the Partner's app. This must be downloaded separately and the terms and conditions accepted before using these Partner Services. The Partner is solely responsible for this Partner app and its terms of use. The Provider is not the Partner's representative. The Partner is solely responsible for the performance of its services, any complaints from the User and any other matters arising from the contract between the User and the Partner. The Provider does not guarantee the correctness and completeness of the information and declarations provided by the Partner.

The Provider does not carry out any check for completeness, correctness, and legality with regard to third party content and third party services and does not adopt these as its own. In particular, the Provider does not carry out any verification of the security aspects related to third party content and third party services. Therefore, the Provider does not assume any guarantee for the completeness, correctness, legality and topicality of the third party content and third party services. This also applies with regard to the quality of the third party content and third party services and their suitability for a specific purpose, and also to the extent that third party content is on linked external websites, which may be viewed by framing.

The provision of the third-party provider integration within the App and/or the coupling to external services constitutes an additional functionality; the Provider does not guarantee its availability and the Provider may, in principle, at any time without prior notice, restrict or discontinue provision thereof and may interrupt access. Bosch generally cannot check data transmitted by third party providers for correctness and completeness, and assumes no liability in this regard.

The Provider shall, at their sole discretion, investigate any evidence of violations of these Terms of Use or any possible illegality of any individual third party content or third party services (or parts thereof) and, if necessary, takes appropriate measures to correct such violations or illegality. In particular, the Provider will immediately remove unlawful third party content as soon as the Provider becomes aware of its illegality and as far as technically possible.

Bosch also, in principle, enables the devices and services of the Bosch Smart Home system to be used via apps of Partner companies. In order to use the system via a Partner company or via the app of a Partner company, it can be necessary for the data and status information of the devices to be stored in the Bosch Smart Home cloud and/or on the Smart Home controller so that the Partner company can access the stored data in the cloud and can use this to control the systems.

Apart from this, the User’s explicit consent in the respective partner apps are required for storage of data in the cloud and for the access and the control by the Partner companies. Without explicit consent, there is no storage in the cloud and it is not possible neither for the Partner company (to have access) nor for the User to have access via the Partner company’s app.

The User may also be offered the possibility to book Partner Services with Partners free of charge or for a fee. Bookings made by the User for Partner Services are forwarded to the Partners on their behalf. Partner Services are paid directly to the Partner.

The Partner company itself can create prerequisites for the usability via the Partner app, such as a registration or a certain hardware of the Partner company, over which Bosch has no control. Bosch guarantees neither the provision nor the availability of Bosch Smart Home devices via the Partner app and does not assume any liability in this respect. Bosch may, at any time without prior notice, restrict or discontinue the provision of Partner Apps and may suspend access. The User has no right to be granted the right to use/access the Partner app. Bosch also has the right not to activate specific functionalities in the Partner apps – for example due to security reasons.

The intentional and unintentional remote control or automated control of a Smart Home device via the app of a Partner company can also mean the risk of the Smart Home device being switched on or off unexpectedly. In addition, due to external circumstances (e.g. an interrupted wireless connection or internet connection to the Smart Home controller), it cannot be ensured at all times that commands will actually be executed or that the correct device status will be displayed in the App and on other Smart Home display devices (e.g. a Twist). This may result in devices that are connected to the Smart Home system being unintentionally switched off or supplied with power and consequently being or remaining switched on. This may cause personal injury or damage to property. Bosch assumes no liability in this respect.

11.Support

If the User encounters problems using the App, the User will receive support for the current software version under the following contact details:

Address:
Robert Bosch Smart Home GmbH, Schockenriedstr. 17, D-70565 Stuttgart-Vaihingen, Germany

Email:
service@bosch-smarthome.com

When the User establishes contact, your user data is used for a specific purpose.

Information on the handling of personal data can be found in the privacy statement.

12. Prohibited activities

The Services available via the App are intended exclusively for non-commercial use by the User. Any use for or in connection with commercial purposes is prohibited unless such use has been expressly and in writing permitted by the Provider beforehand. Prohibited commercial use includes but is not limited to in particular:

- offers and promotion of remunerated content and services from both the User themselves and those from third parties;
- offers, promotions and implementations of commercial activities, such as competitions, raffles, exchange transactions, advertisements or pyramid schemes;
- electronic or other collection of identity and/or contact data (including email addresses) of users (e.g. for sending unsolicited emails);
- the use of the Services available via the App, including the content offered herewith, for a fee.

The User is prohibited from any activity in the App and in connection with the use of the Services that violates these Terms of Use, applicable laws and regulations and/or moral standards. In particular, the User undertakes to comply with all applicable laws and regulations (e.g. criminal, competition and youth protection law) and not to infringe on any rights of third parties (e.g. name, trademark, copyright, image and data protection rights).

Any action which is likely to impair the operation of the App as well as the Services and the underlying technical infrastructure is also prohibited. In particular:

- the Transmission of content that has viruses, worms, malware, Trojans or other contaminating or destructive properties;
- the use of software, scripts or databases in connection with the use of the App and Services;
- the automatic reading, blocking, overwriting, modifying, copying of data and/or other content, unless this is necessary for the proper use of the App and Services;
- to decode, decompile, disassemble, reconstruct or otherwise attempt to discover the source code, any software or proprietary algorithms used, unless this is permitted by mandatory non-binding regulations.

Should the User become aware of an illegal, abusive, contrary to contract or otherwise unauthorised use of the Services, the User may contact Robert Bosch Smart Home GmbH, Schockenriedstr. 17, D-70565 Stuttgart-Vaihingen by mail or send an email to service@bosch-smarthome.com. The Provider will then investigate the incident and take appropriate steps if necessary.

In the event of a significant breach of obligation, which the User is responsible for, the Provider is entitled to terminate the User Agreement for important reasons after the appropriate notice period in accordance with paragraph 18.

If the User allows another person to use the App on their mobile device, it is part of their duty to share the Terms of Use to such person and to monitor their compliance appropriately.

13. Transfer

Insofar as the User temporarily leaves the device on which the software is installed free of charge to a third party, the User remains responsible for compliance with the provisions of these Terms of Use. In the event of a permanent transfer of the rights of use, the Provider must be expressly informed and the “factory settings” reset in the settings menu must be performed.

14. Fees, payment

Registration, access to the App and use of the Basic Services and the Basic Services Plus are free of charge. The App is subject to constant further development, which means that new functions and services in addition to the free Basic Service version are being offered at regular intervals. Additional functions within the App may be or become subject to payment of a fee (Premium Services). The free Basic Services in the home network (Wi-Fi) are always maintained and usable.

With regard to the use of the Premium Services, the prices applicable at the time of booking shall apply. All prices are in GBP including VAT. The App is made available to the User free of charge.

The fees for the Premium Services are due immediately upon booking.

Where Premium Services are ordered via the App (“**In-app subscriptions**”), payments are processed via the respective App Store. For this purpose, the terms of use and payment of the respective App Store terms apply primarily to these Terms of Use. In the event of any conflict between the App Store terms and these Terms of Use, the App Store terms shall prevail.

15. Right of withdrawal

As a consumer, the User is entitled to a right of withdrawal in accordance with the applicable law namely with 14 days from the day the User takes possession of the goods or after delivery of the digital content. Further information about the right of withdrawal can be found from https://www.bosch-smarthome.com/uk/en/consumer-rights/. Consumers are any natural persons who enter into a legal transaction for purposes of personal use and which are wholly or mainly outside that person’s trade, business, craft or

profession. A sample withdrawal form is provided on https://www.bosch-smarthome.com/uk/en/consumer-rights/ .

In the case of a contract for the provision of Services, the right of withdrawal shall lapse if the Provider has provided the Services in full and has only begun the execution of the Services after the User has given their express consent to this and at the same time has confirmed their knowledge that they lose their right of withdrawal when the Provider fulfils the contract in full.

In the case of a contract for the delivery of digital content not on a physical data carrier, the right of withdrawal shall lapse when the Provider has begun to execute the contract after the User has given their express consent and at the same time has confirmed their knowledge that they lose their right of withdrawal at the start of the contract execution.

16. Duration, termination of contact

The User Agreement is concluded for an indefinite period and ends when either the Provider or User terminates the User Agreement.

The Premium Services have the term specified in the Product Information For Premium Services and are automatically extended by the term specified in the Product Information For Premium Services, unless they are properly terminated within the term specified therein at the end of the current term.

17. Ordinary termination

The Provider may terminate the User Agreement at any time with a notice period of 30 calendar days at the end of the month, but at the earliest at the expiry of the current term of an active Premium Service.

The User may terminate the User Agreement at any time. If the User has booked one or more Premium Services, the User Agreement can only be terminated together with the Premium Services contracts and, at the earliest, at the end of the current term for the Premium Service with the longest term.

The terms and notice periods for Premium Services are stated in the specific Product Information for Premium Services.

18. Extraordinary termination

Either the Provider or the User may terminate the User Agreement for important reasons including for material breaches of these Terms of Use.

An important reason exists for the Provider including (but not limited to) in particular when:

- the User repeatedly violates these Terms of Use;
- the User violates applicable laws and regulations;

- the User fails to make a payment of agreed fees despite reminders from the Provider.

19. Consequences of termination

In the event of a termination of the User Agreement, the User account for the respectively terminated Premium Services is blocked on the date of termination and the User no longer has access to their respective User account, nor to the Services and the User content. The SingleKey ID is not blocked.

In the event of termination by the Provider for an important reason for which the User is responsible, the Provider is entitled to charge an amount equal to 50% of the usage fee for the remaining portion of the current fees for Premium Services after termination. The User reserves the right to prove that a damage has not been caused or has not been incurred at the required level.

In the event of a termination of the User Agreement, the Provider is entitled to permanently delete the data generated in connection with the User account after expiry of any legal retention periods with the expiration of 30 calendar days after the termination takes effect. Personal data is primarily governed by the data protection regulations, which may also provide for a shorter period for deletion.

The User is obliged to export and secure their data and User content on their own initiative in good time before the end of the User Agreement or the expiry of the aforementioned period.

If the User has transmitted User content as part of the use of a Basic Services Plus and Premium Service, the Provider will, at the User's request, provide the User content, which is not personal data, free of charge, within a reasonable period of time and in a common and machine-readable format after the termination takes effect. This does not apply if the User content

- have no benefit outside the context of the Basic Services Plus and Premium Services;
- is exclusively related to the use of the Basic Services Plus and Premium Services by the User; or
- have been aggregated by the Provider with other data and cannot be disaggregated or can be disaggregated only with disproportionate effort.

20. Form of termination

If the possibility of termination is not provided by a delete function in the App (e.g. in the settings of the User account, “delete account” function), a termination must be made in writing (letter, email, fax) to the address as stated in the Support paragraph 12. The de-installation of the App according to paragraph 4 does not constitute a termination of the User Agreement. Any obligations towards the Provider to pay agreed usage fees for Premium Services remain unaffected by a de-installation of the App.

The termination of a Premium Service can be done, at the User's choice, either in writing (letter, email) to the address stated in the Support paragraph 12 or – if present – via a termination button. Termination of an In-app subscription takes place via the respective app store. The User shall log onto to the respective app store and cancel the In-app subscription in accordance with the terms of such app store.

A statement of reasons is only necessary in the case of extraordinary termination (see paragraph 19).

21. Warranty

The Provider does not assume any warranty for defects of title, except in cases in which the Provider has fraudulently concealed the material or legal defect.

The statutory rights apply to Premium Services.

If the User is a consumer, and if the User considers that there is something wrong with the Services and App, the Provider will honour its legal duty to provide the Services and App as described by the Provider and that the Services/App will meet all requirements imposed by law. Nothing in these Terms of Use will affect consumer’s legal rights under Consumer Rights Act 2015.

If the product is digital content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality. If the digital content is faulty, the User is entitled to a repair or a replacement. If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, the User can get some or all of your money back. If the User can show the fault has damaged the User’s device and the Provider hasn’t used reasonable care and skill, the User may be entitled to a repair or compensation.

If the product is Services, the Consumer Rights Act 2015 states the User can ask the Provider to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if the Provider can't fix it. If a price hasn't been agreed upfront, what the User is asked to pay must be reasonable. If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

22. Liability

22.1 Liability for Basic Services

In relation to Basic Services, the Provider is liable for damages caused by intent or gross negligence by the Provider.

Otherwise, to the extent permitted by applicable mandatory laws, liability is excluded.

If the User is a consumer the following shall apply:

Notwithstanding anything stated to the contrary in these Terms of Use, if Supplier fails to comply with the Terms of Use, the Supplier is responsible for loss or damage that User suffers that is a foreseeable result of Supplier breaking these Terms of Use or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, Provider and the User knew it might happen. Nothing in these Terms of Use excludes or limits Provider's liability to the User where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation; liability for death or personal injury caused by the Provider's negligence; or liability for defective products under Consumer Protection Act. For the avoidance of doubt, Provider is not liable for business losses.

22.2 Liability for Basic Services Plus and Premium Services

The Provider is liable in accordance with the applicable statutory provisions in the following cases:

(i) For damages caused by intent and gross negligence by the Provider,

(ii) In case of product liability in accordance with the regulations of the German Product Liability Act or other applicable mandatory product laws,

(iii) For damage caused by non-compliance of a warranty provided by the Provider; and

(iv) In case of personal injury or death caused by the Provider's negligence.

In the case of damage to property and assets caused by negligence of Provider, the Provider shall be liable only in the event of a breach of an essential contractual obligation. In such case, the liability shall, to the extent permitted by applicable mandatory laws be limited to foreseeable damage at the time of the conclusion of the contract and typical to the contract. The essential contractual obligations are those obligations which fulfilment characterises the contract and on which the User can trust.

Otherwise, to the extent permitted by applicable mandatory laws, liability is excluded.

Limitations of liability provided by law (e.g. according to § 10 German ProdHaftG) and other applicable mandatory laws, which deviate in favour of the Provider from the above liability regulations, remain unaffected.

If the User is a consumer the following shall apply:

Notwithstanding anything stated to the contrary in these Terms of Use, if Supplier fails to comply with the Terms of Use, the Supplier is responsible for loss or damage that User suffers that is a foreseeable result of Supplier

breaking these Terms of Use or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, Provider and the User knew it might happen. Nothing in these Terms of Use excludes or limits Provider's liability to the User where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation; liability for death or personal injury caused by the Provider's negligence; or liability for defective products under Consumer Protection Act. For the avoidance of doubt, Provider is not liable for business losses.

The above limitations of liability shall also apply in the case of fault on the part of a vicarious agent of the Provider, as well as for the personal liability of the employees, representatives and agents of the Provider and for claims for reimbursement of expenses.

A change in the burden of proof to the disadvantage of the User is not affected by the above provisions.

23. Indemnification

The User shall indemnify the Provider against all losses, claims, costs, damages and liability, (including reasonable legal fees) incurred by the Provider which result from breach by the User of these Terms of Use or use of the App and the Services not in accordance with these Terms or Use or in the event of a claim due to an alleged or actual infringement of rights and/or infringement of rights of third parties.

24. Data protection

All information regarding the processing of personal data can be found in the privacy statement of the Provider. This is available at https://www.bosch-smarthome.com/privacy-statement/.

25. Dispute resolution procedures, complaints

The email address of the Provider is service@bosch-smarthome.com.

The Provider is not obliged to participate in a dispute resolution procedure under the Consumer Dispute Settlement Act (VSBG) and is not willing to do so.

Objections, complaints, questions and comments can be asserted or filed under the contact details mentioned in the legal notice and credits.

26. Applicable law, place of jurisdiction

The law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, shall apply, if

(i) the User is habitually resident in Germany; or

(ii) is habitually resident in a state which is not a member of the European Union or the United Kingdom. In the event that the User has their habitual residence in a Member State of the European Union or in the United Kingdom, the applicability of German law shall also apply, without prejudice to mandatory provisions of the state/country in which the User has habitual residence ("*principle of favourability*").

If the User is a business owner, the exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use is Stuttgart, Germany. The same applies if the User had their residence or habitual residence in Germany at the time the contract was concluded and either moved from Germany at the time the Provider brought the action or the User's residence or habitual residence is unknown at this time.

27. Changes to the Terms of Use

The Provider is entitled to change or supplement these Terms of Use at any time with effect for the future, if this is necessary due to legal changes or due to functional or technical developments of the App or Services.

A change or addition shall be announced to the User in the system requirements at the latest six weeks before it takes effect.

https://www.bosch-smarthome.com/system-requirements

Unless the User objects to the amendment or addition within 30 days of the announcement of the amendment or addition, this shall be deemed to be an agreement with the amendment or addition ("*Implied consent*"); the Provider will refer to this separately in the announcement. The implied consent does not apply to a change which concerns a main service of the User Agreement, provided that this would result in an unfavourable mismatch between service and reward at the expense of the User. In the event of an objection, the User Agreement is continued under the previous conditions. The Provider reserves the right to terminate the User Agreement in the event of an objection.

Editorial changes to these Terms of Use, i.e. changes that do not affect the contractual relationship, such as the correction of typing errors, are made without notice to the User.

28. Updates

The Provider can provide updates with respect to the Basic Services, for example, in order to close security vulnerabilities or to eliminate errors. The User is responsible for installing updates immediately and for updating the operating system of their mobile device, if this is necessary for updating the Basic Services.

With regard to the Basic Services Plus and the Premium Services, the legal provisions on updating obligations apply. The Provider will inform the User in good time about the provision of such updates and about the legal consequences of an installation not carried out within a reasonable time.

The Provider is entitled to download and install security updates directly, for example to maintain product or data security, irrespective of the User's settings. If the Provider makes a security update, the Provider will inform the User.

29. Service changes, price changes

Service change:

The Provider is entitled to change, supplement, discontinue the Basic Services at any time or to limit the use of the Basic Services or to make them available for a fee. The User is not entitled to retain certain Basic Services or parts of these. The Provider will take into account the legitimate interests of the User. The User's claims to the provision of the Basic Services for reasons which lie outside these Terms of Use (e.g. from the purchase of a hardware which is dependent on the operability of the Basic Services) remain unaffected. Insofar as the User is entitled to such claims for the provision of the Basic Services, the following shall apply for changes to this.

The provider is entitled to change or supplement the basic services plus and the premium services purchased via the Bosch Smart Home online shop at any time, even beyond the necessary updates to maintain contractual compliance, provided that this is done for a valid reason and does not result in additional costs for the user. A good reason is given in particular when the technical environment changes, the number of Users changes or the services are improved. A change or addition is announced to the User by email.

If a change does not only insignificantly impair the access of the User to the Basic Services Plus and the Premium Services or their usability, the User can terminate the User Agreement for the Basic Services Plus and the Premium Services free of charge with a period of 30 days. This does not apply if the Provider enables the User to access or use the unchanged Basic Services Plus and Premium Services without additional costs.

The User is informed about a change in the Basic Services Plus and the Premium Services at the latest 30 days before the change. The notice period begins upon receipt of the information about the change. If the change is made after receipt of the information, the period of notice shall start to run from the date of the change. The Provider will inform the User about their right to terminate in the information correspondence.

The aforementioned paragraphs on the modification of performance shall also apply to changes to the Terms of Use which are necessary in this context for good reason.

Price changes:

The provider is entitled to change usage fees for premium services purchased via the Bosch Smart Home online shop at most once per contract year.

The User will be informed about price changes by email at least six weeks before the planned entry into force. If the User does not terminate the User Agreement after notification of the price change, the price change becomes binding for the parties. In the change notice, the User is separately informed about the consequences of the change and their right to terminate.

To the extent and as soon as the cost elements mentioned are reduced for the Provider, the Provider will reduce the monthly usage charges accordingly. Any cost increases in other cost elements can only be taken into account if the Provider has not already taken these costs into account in the context of an increase in the monthly usage charges.

Irrespective of this, in the event of an increase in the statutory value added tax, the Provider is entitled, in the event of a reduction, to adapt the monthly usage charges accordingly. For price changes which substantially exceed the regular increase in the cost of living, the regulation for the amendment of the Terms of Use shall apply accordingly.

For In-app subscriptions, the terms of the respective app store apply in terms of when and how the notification of prices changes is communicated.

30. Final provisions

Detailed information about the Provider is provided to the User in the legal notice of the app.

Relevant statements and notifications which are to be made by the User to the Provider after conclusion of the contract (e.g. setting of deadlines) shall be made in writing (letter, email) in order to be effective.

Should any provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the remaining provisions.