

Terms and Conditions of Use for "my devolo" and "devolo Home Control"

As of 15.04.2019

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devolo AG hereby expressly states that the term "user" utilised in these Terms and Conditions of Use applies equally to female and male users. A distinction could not be made continuously due to legibility reasons.

1. Subject, Changes to the Terms and Conditions of Use

1.1. Subject

These Terms and Conditions of Use shall be agreed as binding in the relationship between the user

- a. of the web portal "my devolo", which can be called up, for example, via mydevolo.com (hereinafter called "web portal") and/or
- b. of the devolo Home Control app for iOS and Android (hereinafter called "apps"), and devolo AG, Charlottenburger Allee, 67, 52068 Aachen, Germany (hereinafter called devolo AG), as the operator of the portal and the apps when the user consents to the creation of a user account.

Every use of the web portal and the apps shall be permitted solely according to and with acknowledgement of these Terms and Conditions of Use. If special conditions for individual uses of the web portal and/or the apps differ from the following Terms and Conditions of Use, an express reference shall be made to this fact in a corresponding place. The special utilisation conditions shall then apply additionally in the respective individual case and exclusively in the event of contradictory regulations.

Use of this portal offered by devolo AG and/or its subsidiaries shall only be permitted in accordance with these Terms and Conditions of Use.

The latest version of the Terms and Conditions of Use can also be downloaded from the website <https://mydevolo.com/>.

1.2. Web portal and apps

The purpose of the web portal and the apps shall be to provide the user with a wide range of services via a web-based access point. These services shall include, for example, administration, configuration and use of one or more products in the devolo Home Control portfolio.

1.3. Third-party services

Our services also show content which does not originate from devolo AG. This content does not fall within the sphere of influence of devolo AG, but shall be the sole responsibility of the party supplying these services. In order to operate a product, it may be necessary for the user to conclude a separate utilisation agreement with a devolo partner company. The user shall have the possibility to do this in the respective product section in the Cloud. In order to provide the functions, it may be necessary with some services to exchange personal data, site data or utilisation data with the devolo partner company.

1.4. Changes

Changes to the Terms and Conditions of Use shall be permitted at any time and without prior announcement. Continued use of the web portal and the apps shall be regarded as consent by the user to the changes. The latest version of the Terms and Conditions of Use may be called up and stored at any time. These Terms and Conditions of Use may be supplemented, modified or replaced in an individual case by other conditions, e.g. for the purchase of products and/or services.

2. Participation, Registration, Use

2.1. Registration

Access to use the web portal and the apps shall only be possible after registration as a user. During registration, the potential user shall be obliged to provide truthful information. The data required for registration in the Cloud shall include the user's e-mail address, his/her password, his/her date of birth and the country.

- The e-mail address shall be required as a clear "ID" and as a communication channel for maintenance information.
- The date of birth shall be required as verification for the "forgotten password process" or for support inquiries.
- The country shall be required to provide some functions (SMS transmission and SMS after-sales).

Additional voluntary information shall include the user's form of address, forename, surname and language.

2.2. Confirmation

After registering, the user shall receive a confirmation e-mail with an activation link to the e-mail address which he/she stipulated during registration. Registration shall be completed after the account has been activated. Due to security reasons, no password shall be sent.

2.3. Extent

Irrespective of any different agreements in an individual case, the utilisation agreement shall start at the time of receipt of confirmation of registration (§ 2.2) to use the web portal and/or apps, but at the latest at the time of provision of the service; this utilisation agreement shall be concluded for an unlimited period.

2.4. Consent

By using the web portal and the apps, you shall hereby agree to devolo AG recording, storing, processing and transmitting your data in accordance with the Data privacy policy. This information shall include personal data and utilisation data which shall only be used to supply services to the required extent and may be passed on to partners.

2.5. Login

The web portal and/or the apps may only be subsequently used by logging in (entering the user name and password). The user shall download and install the apps before he/she utilises them (cf. § 3.3.1.)

2.6. User's duty of care

The user has defined an e-mail address and a password (access data) for access to his/her user account. The user shall be obliged to treat his/her access data as confidential and protect them against access by third parties. The access data shall enable the user to examine and change his/her personal data in his/her profile or, if necessary, delete or block his/her personal data personally or with the support of devolo AG, and use all available services. Any use of access data, also and especially in the event of transmission to third parties, shall take place in the user's name and under his/her own responsibility.

Changes to data

The user shall be obliged to make changes to the stored data immediately and personally online in the user account, and therefore to inform devolo AG about the changes.

In particular, the user shall be obliged to ensure that he/she receives the e-mails which are sent to him/her at the stipulated e-mail address.

2.7. End of the utilisation agreement

The user may personally delete his/her profile in the Cloud at any time or request cancellation of his/her registration in writing if cancellation does not conflict with the processing of current contractual relationships. In this case devolo AG shall delete all access data, all other data stored during registration and personal data of the user as soon as they are no longer required. Cancellation of the user account shall also include deletion of all utilisation data. Services previously associated with the user account shall be deactivated in this case. Devices relating to the user account shall then be reset to factory defaults and shall no longer be functional without any further configuration.

3. Services of the Provider, Services and Content of the Web Portal and the apps

3.1. General functions

Following registration and activation, devolo AG shall provide the user with online access to the services via the web portal and the apps.

devolo AG shall make certain functions and services, along with documentation if necessary, available in the web portal and the apps for use or download. The user may, for example, be able to manage his/her user account and connect his/her devolo Home Control products (central unit) to his/her user account. The user may also contact devolo Support via the web portal. The user may also request remote support via a button. Subscription to the devolo newsletter and access to devolo's homepage shall be possible via buttons in the web portal.

3.2. Web portal

The web portal may be used by means of the latest version of standard browsers (MS Internet Explorer, Safari, Firefox, Chrome). It shall not be necessary to install additional client software.

3.3. devolo Home Control product area

3.3.1. Conditions for the web portal and apps

In order to use the web portal and the apps, the user shall require a PC, a smartphone or a tablet PC, each time with Internet access. An Internet connection shall be required for mobile access, to switch devices, sensors and actuators, to play back scenes and to display messages. In order to initially use Smart Home products, it shall be necessary to establish a connection to the web portal via the Internet. The device control functions may also be used at times without an Internet connection. The Home Control products shall communicate after coupling with the central unit and the web portal/apps.

The customer shall download apps in the corresponding "App Stores" (iOS, Android). Data transmission fees for the customer's Internet connection may be incurred. The customer shall ensure that the respective latest software update of his/her smartphone or his/her tablet PC operating system is installed on the device on which the apps are used.

The web portal and the apps shall provide a software interface for controlling devices for home automation and management of regulations, groups, time controls, scenes and messages. The Home Control products purchased by the customer may be used according to their purpose for the duration of the utilisation agreement.

3.3.2. Conditions for the Central Unit

Use of the web portal and the apps in conjunction with devolo Home Control shall require a functioning and permanently available broadband connection with the central unit which the customer shall provide. (Data transmission fees for the customer's Internet connection may be incurred). A commercial router with automatic assignment of an address in the home network by means of automatic network address assignment (DHCP) and

- a. a free network cable slot or
- b. a connection to a Powerline adapter with a broadband Internet connection

shall be required for the LAN connection of the central unit to the Internet. If a separate firewall exists, corresponding ports shall be opened for the central unit.

3.3.3. Third-party components

For Home Control components which are not purchased through devolo AG or are not properly installed, devolo AG shall assume no liability for the correctness of the displayed values or compatibility with the web portal and/or the apps.

3.3.4. devolo Online Shop

The Terms and Conditions of Use shall apply to utilisation of the devolo Online Shop at <https://www.devolo.com>.

3.4. Availability

devolo AG shall endeavour to provide the service for retrieval without interruption to the greatest possible extent. However, despite all precautions, the possibility of downtimes cannot be excluded. devolo AG shall be entitled to stop operating the web portal and/or the apps entirely or partially at any time.

devolo AG shall reserve the right to make changes to the services and functionalities in the web and apps at any time without prior announcement.

Due to the nature of the Internet and computer systems, devolo AG shall assume no liability for the uninterrupted availability of the Cloud.

If devolo AG or the user is wholly or partially prevented from fulfilling their obligation to provide the contractual services due to force majeure, official orders or other circumstances for which the fulfilling contracting party is not responsible, the respective obligations shall be suspended until the problems, errors or faults and their consequences have been rectified. The non-fulfilling contracting party shall be obliged to inform the other contracting party in a suitable way and provide information about the foreseeable duration and extent of these circumstances.

3.5. Changes to services

devolo AG shall reserve the right to change, extend, reduce or stop the offered services and functions and parts thereof at irregular time intervals.

3.6. Responsibility for third-party content

This portal does not contain any links to websites of third parties ("external links") apart from those to the websites which are necessary for the conclusion of a contract between the user and partner companies, and links to services which are furnished by partners. Our services also show content which does not originate from devolo AG. This content does not fall within the sphere of influence of devolo AG, but shall be the sole responsibility of the party supplying these services.

4. Use of Cloud Services by the User

4.1. Intellectual property

The information, software and documentation are protected by copyright legislation, international copyright agreements and other laws and agreements relating to intellectual property. The user shall observe these rights and, in particular, shall not remove alphanumeric identifiers, trademarks and copyright notices from the information, software, documentation and copies thereof. Apart from the utilisation rights expressly granted to the user in these Terms and Conditions of Use or other rights, the user shall not be granted any other kind of rights, especially to the company name and industrial property rights, e.g. patents, registered designs or trademarks. Moreover, devolo AG shall have no corresponding obligation to grant such rights. This portal contains all kinds of data and information which are protected under trademark and copyright law to the benefit of devolo AG or also in an individual case to the benefit of third parties. It shall therefore not be permitted to download, reproduce or distribute all or parts of the contents of the Cloud.

4.2. Authorised use

The user shall be entitled to use the functions offered in the web portal and the apps in accordance with the provisions of these Terms and Conditions of Use. Use of the information, software and documentation available in the web portal and the apps shall be subject to these Terms and Conditions of Use or, in the event of updates of information, software or documentation, to the relevant licensing conditions already agreed with devolo AG in the past. Separately agreed licensing conditions, e.g. for the download of software, shall take precedence over these Terms and Conditions of Use. devolo AG shall grant the user a non-exclusive and non-transferable right to use the information, software and documentation provided in the web portal and the apps to the extent that was agreed or, if not agreed, according to the reason why devolo AG provides and offers this information, software and documentation. The user shall be personally responsible for creating the technical conditions which are required for contractual use of this portal.

Links to the websites of devolo AG are welcome at all times and shall not require approval by devolo AG. Presentation of this web portal in third-party frames shall not be permitted.

4.3. Prohibited activities of the user

When using the web portal and the app Cloud, the user may not contravene valid law or common decency through his/her utilisation behaviour. Industrial property rights and copyright or other property rights of third parties shall always be observed and shall not be contravened. The user may not transmit any content with viruses, so-called Trojan horses or other programs which may damage software. The user may not enter, store or make available any hyperlinks or content for which he/she is not authorised, especially if these hyperlinks are illegal or may lead to illegal content. Telecommunications secrecy according to § 88 of the Telecommunications Act shall be observed. Software shall be transferred in machine-readable form. The user shall have no right to receive the source code. This provision shall not include source codes of open source software

whose licensing conditions, which take precedence over these Terms and Conditions of Use, prescribe the handover of source codes when open source software is transmitted. In this case devolo AG shall provide the source code digitally in return for an appropriate charge. The user shall not be entitled to distribute, hire or transfer in any other way information, software or documentation to third parties at any time. Unless otherwise permitted by mandatory legal provisions, the user may not modify, reverse engineer or retranslate the software and its documentation, nor may he/she disassemble any parts thereof.

4.4. Blocking of accesses

devolo AG shall be entitled to block access to the web portal, the apps and the services supplied therein at any time, especially if the user infringes his/her obligations arising from these Terms and Conditions of Use.

5. Data Protection

The quality standards of devolo AG shall include responsible handling of personal data of customers (these data shall hereinafter be called "personal data"). The personal data arising from registration of the user and from use of the available services shall therefore only be recorded and processed by devolo AG if this is necessary to supply the contractual services and is permitted by legal regulations or is legally ordered. In accordance with the provisions of valid data protection law, devolo AG shall treat the personal data as confidential and shall not pass them on to third parties.

In addition, devolo AG shall only use the personal data if the user has given his/her express consent. The user may revoke his/her consent at any time with effect for the future.

Utilisation data and data from connected services of third-party providers shall only be recorded and used if this is necessary to supply services.

Further detailed information on data protection can be found in our [Data privacy policy](#).

6. Final Provisions

German law shall apply exclusively to the contractual relations between devolo AG and the user. The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.

German law shall apply. The place of jurisdiction shall be the head office of devolo AG if the user is a merchant, a legal person under public law or a special public asset.

If one of the clauses of these Terms and Conditions of Use are/become invalid or unenforceable, the validity of the remaining clauses shall not be affected. The contract shall remain binding in its other parts. The invalid or unenforceable clause shall be replaced by a valid or enforceable clause which comes as close as possible to the invalid or unenforceable clause in legal and economic terms.

devolo AG may use subcontractors. If subcontractors are used, devolo AG shall be responsible for fulfilling the obligations which it assumed.

devolo AG shall be entitled to transfer all or some rights and obligations to third parties.

We shall not take part in dispute resolution proceedings before a consumer arbitration board.