

Terms of use

**for the extended functions
of the DHE Connect programming unit**

STIEBEL ELTRON GmbH & Co. KG,
Dr.-Stiebel-Straße 33, D-37603 Holzminden
– hereinafter referred to as STIEBEL ELTRON –

STIEBEL ELTRON

Technik zum Wohlfühlen

Table of contents

A. General information	3
1. Introduction	3
2. Registration for using the extended functions.....	3
3. Technical integration and system requirements	3
4. Availability of the extended functions.....	4
5. Support from STIEBEL ELTRON.....	4
6. User obligations	4
7. Granting rights of use and changing the scope of service.....	4
8. Warranty.....	5
9. Remedy of faults and warranty claims	5
10. Infringement of third party IP rights.....	6
11. Liability	6
B. Special conditions	6
12. Special conditions relating to weather information	6
13. Special conditions relating to the radio function	6
14. Special conditions governing use of the operating app	7
C. Final provisions	7
15. Duration and notice of termination	7
16. Data protection / user's consent to recording, storage and use of data	8
17. Subcontractors	9
18. Choice of law and jurisdiction and venue; dispute resolution before a consumer arbitration board	9
19. Severability clause	9
20. Contract formation, amendments and addenda	9

A. General information

1. Introduction

- 1.1 With the DHE Connect, Stiebel Eltron offers an instantaneous water heater with a programming unit with an extended range of functions. The functions of the DHE Connect programming unit include displaying weather information and streaming web radio playback.
- 1.2 The programming unit of the DHE Connect can be operated from suitable mobile terminal devices (tablet, smartphone). This requires the download of a special operating app to the mobile terminal device in question.
- 1.3 The options described in 1.1 and 1.2 are also referred to below as extended functions.
- 1.4 Using the extended functions requires you to enter into a licence with STIEBEL ELTRON as the provider of these extended functions. This licence is independent of the purchase of a DHE Connect and its programming unit, which is normally made through a qualified contractor. In principle, the DHE Connect and its programming unit can also be used without entering into a licence with STIEBEL ELTRON. However, the extended functions will then not be available.
- 1.5 If you wish to connect more than one programming unit to a DHE Connect, a separate, legally independent licence must be entered into with STIEBEL ELTRON for each programming unit with which the extended functions are to be used.

2. Registration for using the extended functions

- 2.1 The licence is entered into as part of the optional registration of the DHE Connect programming unit. You register directly on the programming unit (hereinafter: the device), either as part of the quick commissioning process or by selecting the menu item for registration.
- 2.2 During registration, you are asked to confirm that you consent to these terms of use and to certain data being passed on to STIEBEL ELTRON service providers. You will not be able to register without consenting to these provisions. All other consent is optional. During registration, you must provide an email address to which these terms of use will be sent as a PDF file. You are responsible for ensuring that you provide a correct email address. STIEBEL ELTRON does not carry out any special verification of the correctness of your email address. STIEBEL ELTRON is not responsible for any consequences that may arise if you provide an incorrect email address; in particular, any emails sent to that email address are considered to have been effectively delivered unless they are actually undeliverable due to an invalid email address. If third parties are allowed to access the device, you are responsible for informing them about the terms of use and imposing the resulting obligations on them. This applies irrespective of the reasons for giving a third party access, which might for example be a joint use, or the letting of the premises at which the DHE Connect programming unit is installed.
- 2.3 During registration, you can check and correct your details using the "Back" function.
- 2.4 The completion of registration marks the start of the licence for the extended functions, which you can then access in accordance with the terms of use.

3. Technical integration and system requirements

- 3.1 The DHE Connect programming unit is wirelessly linked to your existing wireless network, for the costs of which you are responsible. You therefore require a wireless network of at least a 802.11g/n standard. Via your internet connection, the DHE Connect programming unit then links with the STIEBEL ELTRON portal server, which is required for all extended functions.

- 3.2 STIEBEL ELTRON stresses that the availability of your internet connection and bandwidth have a substantial impact on your unit's ability to use these extended functions. You may not be able to use the extended functions or your use of them may be limited if your internet connection is unstable or your bandwidth is inadequate.

4. Availability of the extended functions

- 4.1 STIEBEL ELTRON endeavours to ensure that the extended functions will be subject to a minimum of interruptions. In doing so, STIEBEL ELTRON aims for continuous availability (24/7, 365 days a year).
- 4.2 Temporary usage restrictions may occur due to maintenance work on the portal server or as a result of *force majeure*. STIEBEL ELTRON endeavours to carry out scheduled maintenance work during periods of low use.

5. Support from STIEBEL ELTRON

- 5.1 STIEBEL ELTRON products are sold through qualified contractors. Thus, these contractors are always the first point of contact for users – this does not affect any separate guarantees provided by STIEBEL ELTRON. STIEBEL ELTRON will provide the qualified contractors with the appropriate information, enabling them to support the user in the event of problems relating to the DHE Connect, the programming unit and the extended functions.
- 5.2 STIEBEL ELTRON's DHE Connect and related operating and installation instructions provide the user with information on how to activate the DHE Connect programming unit's extended functions, including how to ingrate them into an existing wireless network. The information can also be found on STIEBEL ELTRON's website.

6. User obligations

- 6.1 Throughout the duration of the licence, you must comply with all of the provisions set forth in these terms of use and with the operating instructions.
- 6.2 You are prohibited from taking any action that could result in a fault or other adverse impact on the extended functions. In particular, you are not permitted to modify the software of the DHE Connect or the DHE Connect programming unit if the modification might affect the extended functions and their use and has not been authorised by STIEBEL ELTRON.
- 6.3 You must not permit any interference with systems provided by STIEBEL ELTRON or provided by third parties which facilitate STIEBEL ELTRON's provision of the extended functions. You can only establish a connection to the STIEBEL ELTRON portal server by using the DHE Connect programming unit. You cannot do so by means of any other devices.

7. Granting rights of use and changing the scope of service

- 7.1 In accordance with these terms of use, STIEBEL ELTRON grants you the non-exclusive right to use the extended functions, your right of use is limited in its temporal, geographical and substantive scope to the duration and scope of the licence.
- 7.2 STIEBEL ELTRON endeavours to keep the range of extended services accessible by users as constant as possible.
- 7.3 The aim is to continuously develop the DHE Connect, the programming unit and the extended functions. Both the scope of service and user operation regarding the extended functions may change as a result of further developments. STIEBEL ELTRON reserves the right to make appropriate modifications, provided that the underlying functionalities are not negatively affected. STIEBEL ELTRON will provide notification of any changes in a suitable form.

- 7.4 From time to time STIEBEL ELTRON may provide software updates for the DHE Connect and/or its programming unit, which may also affect the scope of the extended functions. If an update is necessary in order to eliminate faults or security risks, STIEBEL ELTRON reserves the right to perform the update automatically. All other updates are optional and can be installed by the user by selecting the corresponding function on the DHE Connect programming unit. STIEBEL ELTRON is entitled to condition its provision of the services on compliance with these terms of use and may condition troubleshooting of faults on your having installed all updates provided for the DHE Connect and the programming unit. Unless all updates provided are actually installed, STIEBEL ELTRON cannot warrant the availability of the extended functions in the form described in these terms of use.

8. Warranty

- 8.1 STIEBEL ELTRON warrants that the extended functions shall essentially meet the warranted requirements, conform to accepted engineering standards and shall not contain any errors that would negate or reduce the value or fitness of the extended functions for the standard purpose or any purpose stipulated in the contract (fault). This warranty does not extend to damage and/or faults resulting from breaches of these terms of use by the user.
- 8.2 STIEBEL ELTRON does not warrant that the extended functions will meet the user's needs. You, as the user, bear responsibility for verifying this beforehand. You are aware that STIEBEL ELTRON cannot guarantee uninterrupted provision of the extended functions. Consequently, STIEBEL ELTRON does not bear any contractual obligation to you in this regard.
- 8.3 STIEBEL ELTRON warrants that the extended functions are free of third party rights that would restrict or prevent their use in accordance with the scope set out in these terms of use. If use of the extended functions in accordance with the contract is compromised by third party property rights, STIEBEL ELTRON is entitled, so far as reasonable to the user, either to modify the services in such a way that they fall outside the protected domain or to obtain the necessary licence to ensure that the extended functions can be used without restriction and without additional cost to the user in accordance with the provisions of these terms of use.

9. Remedy of faults and warranty claims

- 9.1 STIEBEL ELTRON will in all cases remedy faults relating to the extended functions within a reasonable time after being properly notified of the fault. At STIEBEL ELTRON's discretion, it will remedy software faults by eliminating the error, for example by means of a software patch, or by providing a new version of the software. As the user, you bear an obligation to install all updates provided by STIEBEL ELTRON for the software of the DHE Connect and its programming unit where such updates are safety-related or are provided in order to remedy faults.
- 9.2 These terms of use do not cover measures to remedy faults relating to the hardware of the DHE Connect and/or the programming unit. In respect of the DHE Connect or programming unit hardware, the purchase agreement for the DHE Connect and/or the programming unit concluded with the dealer or other vendor shall apply exclusively. This does not affect any guarantees provided separately by STIEBEL ELTRON.
- 9.3 You are aware that the extended functions are being provided by STIEBEL ELTRON at no additional cost to you. In light of this, STIEBEL ELTRON broadly disclaims warranty claims by the user against STIEBEL ELTRON under the provisions of these terms of use. If any fault remedy is unsuccessful or refused by STIEBEL ELTRON, the user shall have no further claims. The sole option for the user is to terminate the licence, which you may do at any time. If, as a user, you have incurred loss or damage due to a fault, the limitations of liability under these terms of use shall apply with respect to any claims for damages.

10. Infringement of third party IP rights

- 10.1 You must inform STIEBEL ELTRON immediately in the event of any claims made against you based on infringement of IP rights relating to use of the extended functions. In such event, STIEBEL ELTRON shall defend you in respect of the alleged infringement at its own expense. If you, as the user, have nevertheless incurred costs for your own legal defence, these will be reimbursed to the extent that they were necessarily incurred, in accordance with the limitations of liability set out in these terms of use. You must provide STIEBEL ELTRON with the necessary substantive support to enable it to effectively defend against an infringement action.
- 10.2 If it transpires that the accusation of the infringement of third party property rights was wholly or partly due to your culpable conduct as the user, particularly if you did not adhere to the stipulations and limitations set forth in these terms of use, then you shall be liable to indemnify STIEBEL ELTRON for all resulting damages and legal defence costs.

11. Liability

- 11.1 STIEBEL ELTRON's liability to you as the user is governed by the general legal rules on liability, unless otherwise stated in the sub-sections below.
- 11.2 STIEBEL ELTRON shall be liable without limitation for intentional acts, in the event of injury to life, limb or health, and in the event of claims arising on the basis of product liability law. Liability under guarantees provided by STIEBEL ELTRON remains unaffected hereby. STIEBEL ELTRON disclaims all other liability, or shall only accept liability to a limited degree in accordance with the sub-section below.
- 11.3 STIEBEL ELTRON disclaims liability for any form of negligence, including gross negligence. You are aware that STIEBEL ELTRON enables you to use the extended functions free of charge and that a reduced level of liability applies as a result.

B. Special conditions

12. Special conditions relating to weather information

- 12.1 To display weather information, you must provide the postal code for the area you wish to display. In addition to the postal code, the user may also provide the name of a nearby town, although STIEBEL ELTRON's database may not necessarily include the name of every town. Weather information is provided on the basis of the postal code and/or the name of the town. Optionally, you may also save town names as favourites and use them to access weather information. As an exception to the above: To access weather information for regions outside Germany it may be necessary for you to enter the name of a nearby larger town or city instead of a postal code.
- 12.2 STIEBEL ELTRON cannot guarantee that the weather information it may provide (particularly weather data and weather forecasts) will be accurate. You are advised to note that weather forecasts always entail a degree of unreliability.

13. Special conditions relating to the radio function

- 13.1 The DHE Connect programming unit is designed to play back radio programmes that are freely available via the internet (web radio). STIEBEL ELTRON or a third party acting on behalf of STIEBEL ELTRON provides users with a selection of radio stations from which they can choose. Users have no right to a comprehensive range of radio stations; different stations may be available depending on the user's location.
- 13.2 STIEBEL ELTRON notes that content accessible via the DHE Connect programming unit may be copyright protected. Use of the content may be restricted on the basis of existing property rights. In particular, public dissemination of the accessible content may

be prohibited, may be conditional on the user obtaining additional rights or may be subject to payment of a fee to third parties. STIEBEL ELTRON is solely responsible for ensuring that the user is generally able to access the radio stations provided for non-public use and play them back via the DHE Connect programming unit in a non-public context.

- 13.3 Playback of radio stations is set up in such a way that you access them directly from the provider in question via the DHE Connect programming unit. STIEBEL ELTRON merely provides a list of available radio programmes (via a service provider). For purposes of internal accounting as between STIEBEL ELTRON and the service provider, the service provider records the usage of the radio function based on the product ID and/or a pseudonym of the unique device ID which is generated for the specific purpose of managing STIEBEL ELTRON's relations with the radio provider. STIEBEL ELTRON does not provide any further information to the service provider, and in particular it does not disclose the user's contact details to it.

14. Special conditions governing use of the operating app

- 14.1 The operating app (hereinafter: the app) also lets you access some of the functions of the DHE Connect and its programming unit through the specific terminal device on which you have installed the app. The app is available for various operating systems and may be downloaded from your relevant app store. Users have no entitlement to obtain the app for a particular operating system or a particular version of an operating system.
- 14.2 STIEBEL ELTRON notes that access to the DHE Connect functions and/or its programming unit via the app depends on various conditions that the user must put in place. Among other things, the user's ability to use the app will always require a connection to the DHE Connect programming unit (known as pairing), and will also require that the user's mobile terminal device and the DHE Connect programming unit are being operated within the same wireless network, unless they are connected by a virtual private network (VPN).
- 14.3 By registering, you confirm your agreement that, in the event you install the app at a later time, these terms of use shall equally apply to your use of the app. No reconfirmation of your agreement with these terms of use is required. In particular, the provisions in these terms of use governing availability, liability and warranty in the event of defects of quality or title shall also apply analogously to the app and/or any faults of the app.
- 14.4 If you wish to operate the app for demonstration purposes without prior pairing it with a particular programming unit of a DHE Connect (such operation is known as 'dummy mode'), then contrary to the registration process as specifically described in Clause 2, you must confirm your agreement to these terms of use directly on your mobile end device. To such extent, the registration process on the terminal device is in essence the same as the procedure which you perform on the programming unit. The scope of functions of an app used only for demonstration purposes is reduced in contrast to the scope of functions of an app paired with a DHE Connect programming unit. In particular, use of the radio function and the weather information function will not possible when using an app for demonstration purposes only, without any previous pairing.

C. Final provisions

15. Duration and notice of termination

- 15.1 The licence commences with immediate effect upon completion of registration and shall remain valid for an indefinite time.

- 15.2 The user may terminate the licence at any time. Such notice of termination may be sent via email to info-center@stiebel-eltron.com, by letter to STIEBEL ELTRON GmbH & Co. KG, -Info-Center-, Dr. Stiebel-Str. 33, D-37603, or by selecting the menu item for termination. The user's notice of termination must contain the email address provided during registration along with the product ID, provided the termination is not effected by selecting the menu item. STIEBEL ELTRON may terminate the licence in its entirety or with respect to individual extended functions upon three months' notice to the end of any calendar month.
- 15.3 If the same device is registered again after its initial registration, the original licence ends automatically when the new registration is completed. There can only be one licence at a time per device. Re-registration is only possible if where a new user acquires the device from the previous user.
- 15.4 In the event of changes to the wireless network with which the DHE Connect programming unit is linked, STIEBEL ELTRON reserves the right to demand confirmation of registration or re- registration.
- 15.5 The parties' right of extraordinary termination remains unaffected by the foregoing.

16. Data protection / user's consent to recording, storage and use of data

- 16.1 STIEBEL ELTRON takes the protection of personal data very seriously as required by law. Personal data is information that can be used to identify a person. Such data includes the user's name, address and email address, for example. STIEBEL ELTRON stores data as needed in order to provide services. First of all, these are the details provided by the user in the registration form. STIEBEL ELTRON uses personal data for technical administration and customer management only to the extent required. All personal data is either deleted or blocked when the licence ends.
- 16.2 Data related to accessing the extended functions (for example IP address, date, time and selected stations) is saved on the server. STIEBEL ELTRON does not use data in a way which relates it to individual persons. We reserve the right to analyse anonymised data records for statistical purposes. STIEBEL ELTRON engages other companies and persons to perform individual tasks and services. This includes statistical evaluations relating to the number of call-ups by end devices, but does not involve the processing or forwarding of personal data. Service providers have access to anonymised data only to the extent necessary to enable them to perform their tasks. In particular, these tasks include accounting duties regarding the relationship between STIEBEL ELTRON and the service providers engaged (cf. Clause 13.3). The service providers have an obligation to comply with the relevant data protection laws.
- 16.3 Users have the right to demand information about personal data held by STIEBEL ELTRON. A written request can be sent to the data protection officer of STIEBEL ELTRON GmbH & Co. KG, Dr.-Stiebel-Straße 33, D-37603 Holzminden.
- 16.4 The user consents to STIEBEL ELTRON recording, processing and using the data made available during registration and use of the services provided. The user also consents to STIEBEL ELTRON releasing data to third parties for the purpose outlined in Clause 16.1, section 6 to enable accounting relevant to the relationship between STIEBEL ELTRON and the service provider.
- 16.5 Users can revoke their declaration of consent at any time with future effect, e.g. by sending an appropriate email to privacy@stiebel-eltron.com. If users revoke their declaration of consent, STIEBEL ELTRON has the right to exercise extraordinary termination of the licence with immediate effect.
- 16.6 You are advised that if the device is used by third parties, they may be able to access personal data. Such third parties may, for example, include a subsequent tenant or a tradesperson performing maintenance or repair work. This, for instance, applies to the

data provided by the user in the registration process including, inter alia, the saved radio and weather function favourites and the consumption data automatically recorded by the device. Users may delete personal data at any time by selecting the menu item for resetting the device to its factory settings. It is the user's responsibility to delete personal data by resetting the device to its factory settings prior to the device being used by a third party. If the device is not reset to its factory settings, STIEBEL ELTRON will not be responsible for the possibility of third parties accessing personal data or the resulting consequences.

17. Subcontractors

- 17.1 STIEBEL ELTRON is entitled to engage third parties to render services to be provided by STIEBEL ELTRON pursuant to these terms of use. In particular, STIEBEL ELTRON is entitled to entirely delegate the performance of the services to a third party.
- 17.2 Irrespective of which services are rendered by third parties, STIEBEL ELTRON has a general obligation to the user to comply with these terms of use.

18. Choice of law and jurisdiction and venue; dispute resolution before a consumer arbitration board

- 18.1 The contractual relationship and the other agreements relating to the use of the extended functions of the DHE Connect are governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG) and to the exclusion of international private law. If the user enters into a licence as a consumer and is, upon commencement of the licence, ordinarily domiciled in a country other than Germany, the application of that country's mandatory legislation shall remain unaffected by the aforementioned choice of law.
- 18.2 STIEBEL ELTRON is not willing and has no obligation to take part in arbitration proceedings before a consumer arbitration board.
- 18.3 Exclusive place of jurisdiction is in the courts of Holzminden, Germany; the place of performance is Holzminden, Germany. The foregoing rule shall not apply if the user is a consumer using the extended functions solely for private purposes. In that case, the statutory rules shall continue to govern.
- 18.4 STIEBEL ELTRON will provide the user with these terms of use in various languages. Only the German version shall be authoritative in the event of disputes and problems of interpretation. All other language versions are purely reference versions for the benefit of the user.

19. Severability clause

- 19.1 In the event that individual provisions within these terms of use should be or become invalid or unenforceable, the remaining terms shall not be affected thereby. The invalid or unenforceable provision shall be deemed replaced by a provision which comes as close as possible, in its commercial effects, to the invalid or unenforceable provision.
- 19.2 The same shall apply in the event that the parties should later discover that the provisions of these terms of use contain contractual gaps.

20. Contract formation, amendments and addenda

- 20.1 Unless otherwise specified, the licence is concluded electronically.
- 20.2 The offer is being made in German, English, French, Dutch, Polish, Spanish and Czech. The text of these terms of use is available in German, English, French, Dutch, Polish, Spanish and Czech. The text of the terms of use (contract text) is saved as a PDF file. This is included as an attachment in the email sent to the user immediately after

completion of the registration process. The terms of use can also be downloaded from www.stiebel-eltron.com/terms-of-use/dhe.

- 20.3 STIEBEL ELTRON reserves the right to unilaterally amend and/or supplement these terms of use with future effect, wherever necessary to protect the legitimate interests of STIEBEL ELTRON, particularly when new functions are introduced. In such an event, the user shall be informed of the amendments and/or addenda at least three months in advance. If the user fails to object to the applicability of the new terms of use within two months of being notified (objection period), e.g. by sending an email to info-center@stiebel-eltron.com, the amended terms of use shall be deemed to have been accepted by that user. In its notification, STIEBEL ELTRON shall make users aware of their right of objection and of the significance of the objection period. In the event that a user lodges an objection, he or she may continue to use the extended functions in accordance with the existing version of the terms of use, although STIEBEL ELTRON shall be entitled to terminate the licence for good cause. In the event that no objection is received, the amended version of the terms of use shall enter into force at 00:00:01 CET on the day stated in the notification.

Version: August 2017 (7)