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## **BFT END-USER LICENSE AGREEMENT (EULA) FOR INTEGRATED APPLICATIONS AND SOFTWARE**

This Software License Agreement (hereinafter "Contract") is stipulated between the End User (whether a physical person installing the software or any other person in the name of which the natural person acts, hereinafter "the User") and BFT SPA, Via Lago di Vico 44, 36015 Schio (hereinafter "BFT")

ANY ACTION TAKEN TO INSTALL OR START THE PROGRAM IMPLIES ACCEPTANCE OF THE TERMS OF THE CONTRACT. THE PERMISSION TO DOWNLOAD AND/OR USE THE SOFTWARE IS EXPRESSLY CONDITIONED BY YOUR ACCEPTANCE OF THE TERMS BELOW.

BFT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY, ADD OR REMOVE PARTS OF THIS CONTRACT BY MEANS OF A POP-UP NOTIFICATION, OR, IN THE EVENT OF THE DEACTIVATION OF THE FUNCTION, BY EMAIL. UNLESS OTHERWISE INDICATED, ALL AMENDED PROVISIONS SHALL ENTER INTO EFFECT IMMEDIATELY AFTER NOTIFICATION HAS BEEN GIVEN

USERS WHO DO NOT INTEND TO ACCEPT THE AFOREMENTIONED CHANGES CAN INTERRUPT USE OF THE SOFTWARE.

### **Art. 1. Purpose:**

The contract concerns the service provided by BFT (hereinafter "the Service") consisting in making a software available to the user (hereinafter "the User" and "the Software") accessible on a mobile device by means of the mobile application called U-Control (hereinafter "the App"), which allows the control of compatible BFT U-Link automations (hereinafter "the Automations").

### **Art. 2. Conditions of use**

The Software and its App belong to BFT, which reserves all rights, including intellectual property rights.

**Bft Spa**

Via Lago di Vico, 44 - 36015 Schio (VI) ITALY- T. +39 0445 69 65 11 - F. +39 0445 69 65 22  
P. IVA IT 00867710246 - R.E.A. 182013 - Cap. Soc. i.v. € 600.000 - info@bft.it

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The User is granted a non-exclusive license to use the Software and the App under the following conditions.

- The use of Software and App may be solely personal and done in a prudent and responsible manner, using the Automations in a normal manner. Passwords relating to the use of Software and App may not be disclosed to third parties;
- Software and App cannot be copied, altered, modified in whole or in part, rented or subjected to reverse engineering;

### **Art. 3 Requirements of the operating system**

Software and App require a mobile device with Android operating system version 4.4.2 and later or iOS operating system version 10.2 and later, Internet access and iOS or Android operating system. Requirements may change in future releases of the Software.

The User shall ensure the proper functioning and compatibility of all equipment, network connections, internet or telephone services or any other equipment or other service required to access or use Software and App, including but not limited to:

- broadband internet access (land line/mobile);
- router (independent or integrated into a box) with an always-on Wi-Fi connection;
- a portable network of sufficient quality to make use of internet communication services.

The costs of compliance are borne by the User, including but not limited to all telephone, internet and data processing charges, charges associated with the use of the alarm system or any other expense.

### **Art. 4 Software and App Updates**

Updates are managed by the Apple and Google stores. The user has the ability to prevent automatic updates. The User acknowledges, however, that in order to qualify for the Service, BFT may ask him or her to accept Software and App updates.

### **Art. 5. Exclusions of guarantees**



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BFT does not respond to any service interruptions or errors due to:

- incorrect configuration or system defect;
- any incidents of any kind that damage the Automation, including the electrical and electronic part, the telephone network, the internet or the electrical system such as shocks, surges, lightning, flood or fire and more generally any event arising from an abnormal use or an abnormal situation;
- malfunction of the telephone, internet or electrical system for reasons attributable to the operator or User;
- attacks or unwanted access to the Software or the server by third parties (e.g., hackers) making improper, inappropriate, illegal and/or fraudulent use of the Software and/or App.

Furthermore, BFT is not liable for:

- Automations that are not properly installed and are not sufficiently safe for remote control or for any damage to things or people due to the fact that the degree of automation originally provided by the installer is not adequate for remote control without on-site visibility;
- any damage caused by interactions of the App with other applications.

## **Art. 6 Termination**

BFT can terminate the Contract with immediate effect by notification to the User in the event of a serious violation of this Contract which he or she fails to remedy (if it can be remedied) within 14 days of the written notification of the request for corrective action.

In the event of termination, all rights granted to the User under the terms of this Contract will terminate and the User will be required to immediately cease all activities authorised by this EULA, including the use of any Service, and to immediately delete or remove the App from all devices.

## **Art. 7 Communications and notifications**



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Any communication relating to this Contract can be sent to BFT at the following email address:  
[marketing@bft.it](mailto:marketing@bft.it).

BFT will direct its communications and/or notifications to the user at the email address provided during the app's registration (the first time it is activated)

## Art. 8 Applicable law

It is agreed that this Contract is governed by Italian law.

## PRIVACY POLICY

By using the App and related Service, the User agrees that BFT will collect and use the User's personal data. The confidentiality and protection of this data is very important to BFT. This Policy explains how BFT processes and protects the collected data.

### TYPES OF DATA THAT WE COLLATE

#### Service information and data

When the User interacts with the App and uses the Service, the following data can be collected:

- Registration information: User name and surname; User email; App password; installer name and surname; installer email address; installer phone; parameters, scenarios; automation data (for example: MAC address, aes password, ulink service port) connection mode data (for example: IP B EBA local network, netmask B EBA local network, gateway connection B EBA local network); invitation emails (understood as the relationship between User admin and User basic authorised by Admin; unique User ID; unique automation IDs linked to each User; GPS location of where the automation is situated.
- Information collected by the App: User image; User GPS position; User login name; login password

#### Payment information



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If it is possible to make payments through the BFT Service then BFT will have access to the User's payment information, including credit card details, to process purchases and other transactions within the Service.

#### PURPOSES OF DATA PROCESSING

The data is used by BFT to improve the Service provided with a view to consolidating the relationship with and satisfaction of the User, always providing the appropriate level of support.

In particular, the data are used to improve the content of the Software and its App, to promptly inform the User of upgrades and updates available, as well as to monitor and implement Automation performance.

Subject to authorisation by the User, the data may also be used for promotion and marketing purposes

#### WITH WHOM WE SHARE THE INFORMATION

We may share the information you provide with other companies in our Group, even outside the European Community or with our business partners. An updated list of the entities we share information with will be published on the BFT site.

#### DATA STORAGE

The collected data are store in the cloud. BFT uses state-of-the-art security technology to protect the user's data and access to the data is reserved only to authorised personnel.

#### USER'S RIGHTS

The User has the right to access the data at any time, to ask for them to be updated, corrected or deleted.

In addition, the User has the right to oppose the processing of data, with all consequent effects on his/her ability to access the Service.



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To exercise the aforementioned rights, the User can contact BFT Customer Service at the following number

+39 0445 696511 or send an email to the address [tech.support@bft.it](mailto:tech.support@bft.it) .



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