

These General Terms and Conditions govern the contractual relationship between Jotto S.r.l. Start-up, Via Isonzo 11, 37126, Verona, Italy (registered with the art. 4 comma 10 BIS decreto legge 24 January 2015 under n° 3, VAT 04481540237 ), hereinafter also referred to as the "Supplier" and its customers, hereinafter referred to as the "Customer".

## 1. Scope, definitions, amendments

The following General Terms and Conditions shall apply exclusively to the business relationship between the Supplier and the Customer (hereinafter referred to as the "Customer") in the version valid at the time the contract was concluded.

Where the devices of the Supplier are sold by or rented by a third party on its own behalf, who acts as seller and/or service provider for the devices and services connected thereto, the general terms and conditions between the Customer and such third party shall prevail.

When these General Terms and Conditions refer to "consumers", these are deemed to be natural persons placing orders that cannot be attributed to commercial, independent or freelance activity. In contrast, "businesses" are natural or legal persons or partnerships with legal personality pursuing commercial, independent or freelance activities. The term "customers" under these General Terms and Conditions covers both consumers and businesses.

Where periods are expressed in working days, the periods concerned shall include all weekdays except for Saturdays, Sundays and public holidays.

## 2. Subject matter of the contract

The subject matter of the contract is the use of software applications and devices of the Supplier for smart control of heating and / or air conditioning. Applications of the Supplier - hereinafter referred to as "apps" - include both web-based applications and mobile applications.

The mobile apps are made available through the various stores for mobile applications (iOS App Store, Android Play Store, Windows Store, etc.). The web applications are available on the website of the Supplier.

The Supplier's server infrastructure is the central link between the applications and from the applications to the devices. The Supplier shall inform the Customers of any necessary maintenance work in a timely manner.

### 3. Conclusion of Contract

All offers of the Supplier are subject to change and are non-binding.

In the case of orders placed over the telephone, through the online store or using any other method, the contract for the purchase or rent of devices shall only come into effect when the Supplier accepts the order and sends a separate email to that effect to the Customer (order confirmation).

Irrespective of whether the contract has been accepted by sending an order confirmation by email, a binding contract shall come into effect at the latest upon delivery of the devices.

Where the devices of the Supplier are purchased or rented through third parties, the contract between the Customer and the Supplier shall only come into effect when the Customer registers with the Supplier using one of the apps of the Supplier.

### 4. General obligations of the Customer

The Customer hereby warrants that the information provided to the Supplier at the time of the registration or placing the order is accurate and complete. The Customer undertakes to inform the Supplier immediately of any changes to the data provided and to reconfirm their accuracy and completeness upon request of the Supplier within 15 days of the date of receipt. This concerns, in particular, the name, postal address, email address and telephone number and where applicable, the fax number or legal form of the Customer and details of the selected payment method.

### 5. Prices and payment terms

The prices displayed on the website of the Supplier at the time of placing the order shall apply. If delivery charges are incurred, the Customer will be informed of the amount of delivery charges at the time of placing the order. All prices indicated on the Supplier's website are inclusive of applicable VAT.

Where the Customer rents the devices from the Supplier, the Supplier reserves the right to charge monthly fees for one year in advance. The rental period begins typically 10 days after dispatch of the devices and at the latest at the time of delivery.

The Supplier reserves the right to contract third parties with processing for the various payment options.

As a general rule, invoices shall be sent to customers by email. The invoice amount shall be payable no later than 14 days after receipt of the invoice.

If the Customer falls into arrears, the Supplier shall be entitled to charge a reminder fee per reminder.

For any failed or returned direct debit or credit card payment, the Supplier shall be entitled to charge a flat-rate fee, except where the Customer can prove that they bear no responsibility for the damage-causing event. The Customer shall be entitled to prove that the Supplier has not suffered any or substantially lower damage than that suggested by the flat-rate fee.

## 6. Delivery and retention of title

Deliveries shall take place to delivery addresses in Italy. For deliveries to other countries, refer to the respective country page of the Supplier.

It is the responsibility of the Customer to ensure that the goods can be delivered during normal business hours. Delivery usually takes place within two weeks of acceptance of the Customer's offer to conclude a contract.

In cases of force majeure, the delivery period shall be extended accordingly. Events that qualify as force majeure shall include but are not limited to strike, lockout, interference by public authorities, energy and raw material shortages, transport disruptions, operational disruptions beyond our control - e.g. caused by fire, water, machinery failure or lightning strike - and any other disruptions that could not have been reasonably foreseen or caused by the culpable conduct of the Supplier. Start and end time of the disruption to delivery shall be communicated promptly by the Supplier.

If delivery is delayed by more than two weeks after payment, the Customer has the right to rescind the contract. In addition, in this case, the Supplier will also be entitled to rescind the contract. At the same time, the Supplier will promptly refund any payments already made by the Customer.

The Supplier reserves the right to withdraw from the contract after three failed delivery attempts where the Customer was at fault. In this case, any payments already made by the Customer will be promptly refunded by the Supplier.

Where devices are delivered with obvious damage to the packaging or the content, the Customer shall, without prejudice to their warranty rights, notify the Supplier no later than two weeks after receiving the devices, enabling the Supplier to file a claim for transport damage against the responsible logistics company. Where the Customer is a business for whom the contract forms part of his commercial trade, Article 377 of the German Commercial Code (HGB) shall apply.

In principle, the costs for returning the goods shall be borne by the Customer. This shall not apply when returning goods as a consequence of a withdrawal.

Where the Customer purchases the devices, the Supplier shall retain title them until they have been paid for in full.

Where the Customer rents the devices, they shall remain the property of the Supplier. After termination of the contractual relationship, the Customer must return the devices to the Supplier at their own expense and at their risk.

## 7. Right of withdrawal

Where a Customer enters into a contract with the Supplier as a consumer, and the Customer and Supplier make exclusive use of one or more means of distance communication in contract negotiations up to and including the time at which the contract is concluded (e.g. by placing the order through the online store of the Supplier or using telephone, email or fax), the Customer is generally entitled to withdraw from the contract.

The withdrawal period in the case of delivery of devices shall be 14 days from the date on which the Customer or a named third party, other than the carrier, have taken possession of the goods. If the order includes several devices, which will be delivered separately, the withdrawal period shall be fourteen days from the date on which the Customer or a third party nominated by the Customer, other than the carrier, have taken possession of the last device.

The Supplier shall only bear the cost of returning the goods if the Customer uses the return label provided by the Supplier. The return costs will not be refunded for any other type of return. The Supplier shall not be under any obligation to provide a return label.

The withdrawal period for the installation service of the Supplier (see Section 10) shall be 14 days from the date of the conclusion of the contract. The right of withdrawal shall expire once the installation has been duly completed.

The complete withdrawal policy is enclosed as a separate document to these General Terms and Conditions.

## 8. Discretionary returns

This allows the Customer to withdraw from the contract even after the end of the 14-day withdrawal period (see Section 7) by notifying the Supplier of his intent to return the goods within 30 days of receipt of the devices (the period starts on the day of delivery). If the installation was ordered by a professional installation company (cf. Section 10), the period begins on the date of the installation.

If a 30-day money-back guarantee has been agreed upon, the Customer may withdraw from the contract even after the end of the 14-day withdrawal period (see Section 7) by notifying the Supplier of his intent to return the goods under this discretionary return policy within 30 days of receipt of the devices (the period starts on the day of delivery).

There is no entitlement to reimbursement of shipping or return shipping costs under this discretionary return and refund policy.

The statutory right of withdrawal (see Section 7) is not affected by compliance with conditions laid down in this Section 7 and remains independent of this. The statutory terms and conditions for the right of withdrawal shall apply exclusively until the end of the withdrawal period.

The (discretionary) return policy shall be without prejudice to any statutory warranty rights, which apply without limitation.

## 8A. Energy Savings & Satisfaction Guarantee

For heating products from the Supplier (Smart Thermostat, Extension Kit, Smart Radiator Thermostat) purchased or rented after September 1, 2016, the Supplier may extend the discretionary return period pursuant to Section 8 to a period of 12 months from receipt of the devices.

This extended discretionary return period is referred to as “Energy Savings Guarantee” in offerings of the Supplier and generally only applies if the “Energy Savings Guarantee” was part of the offering at the time of the conclusion of the contract.

The extended discretionary return period shall also apply for devices that have been purchased at a Supplier’s retail partner, provided the customer presents the original invoice issued by the retail partner and the “Energy Savings Guarantee” of the Supplier was part of the offering of the retail partner.

In addition to the conditions in Section 8 the acceptance of the discretionary return and the refund of any amount for the devices shall further be subject to the devices having been connected to a heating system for a continuous period of at least 6 months.

For the purpose of clarification it is mentioned here that the Customer is not required to provide heating bills or any other proof regarding energy consumption to be eligible for the discretionary return and refund.

The Products Smart AC Control, Smart Thermostat Starter Kit (v2) and Connector Kit (v1) are not eligible for the extended discretionary return according to this section.

The other regulations pursuant to Section 8 apply mutatis mutandis.

## 9. Contract term, termination and switching from rent to buy

The contract for the rental of the devices of the Supplier shall be concluded for a period of 12 months and will be automatically extended for additional 12 months unless it is terminated by giving a 4 weeks' notice prior to the end of the contract term. The foregoing shall be without prejudice to the right to extraordinary termination for an important reason.

Any notice of termination must be served in writing. Upon termination of the contract, the Customer shall be obliged to return the devices to the Supplier in full.

If the devices are not received by the Supplier in full and undamaged within 4 weeks of termination of the contract, the Supplier shall be entitled to charge the full purchase price for the devices payable at the time the contract was concluded.

In Germany, Austria, the UK, Italy, the Netherlands and Spain, the Customer may notify the Supplier of their intent to transition from a rental agreement to ownership of the devices at any time until four weeks before the end of the current contract period. In the event of a timely notification, the rental contract expires automatically at the end of the regular agreed rental contract period. The purchase price is due immediately after expiry of the rental period.

Currently, a discounted price for the purchase of rented devices is charged. This discounted price is based on the current full purchase price, less 6 months' rental fees.

Upon cessation of the rental period, the statutory warranty period of 24 months from the date of receipt of the devices shall apply.

## 10. Installation & technical requirements

In order to use the full range of functions offered by the applications of the Supplier, a working, always-on internet connection must be available at the place of installation. In order to use all the features of the mobile applications, a mobile data connection is required. The availability and functioning of the internet connection shall be the sole responsibility of the Customer.

Before the terminal devices can be installed, a compatibility check with the existing heating or air conditioning system of the Customer shall be performed using the apps of the Supplier. The compatibility check is carried out based on Customer specifications.

Where the compatibility check of the existing heating or air conditioning system of the Customer shows that it is not compatible, the Supplier shall inform the Customer immediately. The Customer will then be required to make the necessary declarations to withdraw from the contract within the specified withdrawal period or the 30-day discretionary return period and return the devices in full and without any traces of use to the Supplier.

The installation and the removal of the devices of the Supplier at the beginning and at the end of the contractual relationship is not in general within the scope of services to be rendered under the contract.

An installation by a professional installer (installation service) can be ordered separately via the online store or applications of the Supplier. The Supplier reserves the right to have the installation carried out by third parties. The installation service is not available in all countries.

The installation service is limited to the installation of the Supplier's devices to a working heating system which is compatible with the Supplier's devices. Under no circumstances does the installation service include any repairs or further alterations to the Customer's heating system.

## 11. Data protection

The Supplier shall carry out all data processing operations (e.g., collection, processing, and transmission) in compliance with statutory requirements. The

personal data supplied by the Customer, order data and operating data provided by the terminal devices shall be stored electronically by the Supplier.

Further information about the nature, scope, location and purpose of collecting, processing and the use of personal data required to execute the order can be found in the privacy policy of the Supplier.

The measures deployed by the Supplier for the protection of data against unauthorised access shall be based on the newest technology standards. At the same time, it should be noted that even if the most advanced measures are used, it cannot be completely ruled out that third parties may attempt to gain unauthorised access to this data.

## 12. Liability

The Supplier shall only be liable for damage other than injury to life, body or health to the extent that they are the result of intent or gross negligence or culpable breach of material contractual obligations, i.e. obligations, which are essential for the proper performance of the contract and the fulfilment of which the client may routinely rely upon, by the Supplier or their vicarious agents. Any further liability for damages shall be excluded.

In the event of a breach of material contractual obligations, the liability of the Supplier shall be limited to contractually foreseeable damage.

The liability under the provisions of the German Product Liability Act shall remain unaffected hereby.

In addition, the Supplier shall not be liable for damage to devices of third parties connected to the terminals of the Supplier or damage to the terminal devices of the Supplier, as well as devices that are not fit for use, when this is attributable to false or incomplete information provided by the Customer at the time of the compatibility check or failure to observe the instructions of the Supplier.

The Supplier recommends having the device professionally installed. If the installation is carried out by a third party contracted by the Customer rather than the installation service of the Supplier (e.g. an installation company), the third party contracted by the Customer shall be liable for any damage caused by the improper installation.

A self-installation of the devices of the Supplier shall be at your own risk.

The Supplier shall not be liable for damage caused by improper installation, use, treatment, operation or storage. If the Customer rents the devices from the Supplier, and the device sustains a damage attributable to the Customer, the Supplier shall be entitled to charge the replacement devices at a price applicable when the contract was concluded.

Insofar as not already excluded under the preceding provisions, the Supplier shall not accept any liability for damage to devices connected to terminal devices unless the damage is demonstrably attributable to the operation of one of the terminal devices of the Supplier. The burden of proof lies with the Customer. If no proof is available due to the actions of the Customer (e.g. if the Customer carries out a repair themselves), the liability of the Supplier shall be excluded.

Furthermore, the Supplier shall not accept any liability for the limitation or denial of discretionary warranty services provided by third parties due to the use of the devices of the Supplier. This shall be without prejudice to warranty claims against third parties, which must be pursued against the relevant third party.

As heating costs are driven by a variety of factors, which are beyond the sphere of influence of the Supplier (e.g. weather, insulation, ventilation, chosen target temperature settings), any liability of the Supplier for heating costs of the Customer shall be excluded.

The Supplier reserves the right to interrupt access to the software and the unrestricted use of the applications of the Supplier to the extent this is necessary for compelling reasons, e.g. due to necessary maintenance of servers, programs or the necessary infrastructure, unauthorised data or computer access, or in order to eliminate unforeseen vulnerabilities. In these cases, a stand-alone intelligent control of the devices shall be enabled as far as possible. These temporary restrictions shall not give rise to any liability or warranty claims by the Customer.

## 13. Warranty

The statutory warranty regulations apply.

For purchased devices, the warranty is limited to two years. If the devices have been purchased for a commercial or independent professional activity, the warranty is limited to one year.

Rented devices are covered by warranty for the entire duration of the lease.

## 14. Final provisions

Should any provision of these General Terms and Conditions be invalid, the validity of the other provisions shall remain unaffected thereby.

If the Customer is a business, a public legal entity, or a special fund under public law or where the Customer's general place of jurisdiction lies outside the European Union, the place of jurisdiction for all claims arising from the contractual relationship shall be the registered office of the Supplier. However, the Supplier shall be entitled to pursue a legal claim at the general place of jurisdiction of the Customer.

The laws of Italy to the exclusion of the UN Convention on the Sale of Goods (CISG) shall apply exclusively, including to cross-border deliveries. If the Customer is a consumer, the mandatory consumer protection legislation valid in the country in which the Customer has their habitual residence shall apply in addition, provided that it offers more comprehensive protection.

The Supplier shall be entitled to change these General Terms and Conditions unilaterally - insofar as they form an integral part of the contract with the Customer and if this is necessary to eliminate a subsequent disturbance to the equilibrium of the contract, or to adapt the contract to the changing legal or technological conditions. The Supplier shall notify the Customer accordingly about any changes to the provisions of the contract and provide the Customer with the content of the amended provisions. The amendment shall become an integral part of the contract, if the Customer does not object to the inclusion of the amended provisions within six weeks of receipt of notification of change either in writing or electronic form.

## Withdrawal policy for terminal equipment

### Right of withdrawal

You have the right to withdraw from this contract for purchase or rent of terminal equipment within a period of fourteen days, without giving a reason.

The withdrawal period shall be fourteen days from the date on which you or a named third party, other than the carrier, have taken possession of the devices. If you have ordered several terminal devices,

which will be delivered separately, the withdrawal period shall be fourteen days from the date on which you or a third party nominated by you, other than the carrier, have taken possession of the last device. If you have ordered terminal devices, which will be delivered in several partial shipments or parts, the withdrawal period shall be fourteen days from the date on which you or a third party nominated by you, other than the carrier, have taken possession of the last partial shipment or part.

To exercise your right of withdrawal, you must send us (Jotto S.r.l. Start-up, Via Isonzo 11, 37126, Verona, Italy, Telephone: +39 045 7660663, or using the contact form at [info@jotto.biz](mailto:info@jotto.biz) ) a withdrawal notice (e.g. by post, fax or email) which clearly expresses your intention to withdraw from the contract. You can use the attached withdrawal form template for this purpose, but this is not mandatory.

If you exercise your right, we will provide immediate confirmation of receipt of your notice of withdrawal (for example, by email). The time limit for withdrawal shall be deemed to have been observed if the withdrawal notice was sent before the end of the withdrawal period.

## Consequences of Withdrawal

If you withdraw from this contract, we will refund any payments we have received from you, without delay and at the latest within 14 days from the date on which the notification regarding your withdrawal from this contract has been received by us. Unless expressly agreed otherwise, we shall use the same method of payment to reimburse you as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the devices back from you, or you have supplied evidence of having sent back the goods, whichever comes earlier.

You shall be obliged to return the goods to us promptly and at the latest within fourteen days from the date on which you have notified us of your

intention to withdraw from the agreement. The timely posting of the goods before the end of the fourteen-day period shall be sufficient for the purpose of observing the time limit. We shall bear the costs of returning the goods provided that you use the return label we have provided. If you do not use the return label to return the goods, you must bear the costs of returning the goods by yourself.

You only have to provide compensation for the deterioration of the terminal equipment and the derived benefits, if the deterioration or the benefits can be ascribed to you having handled said equipment in a way not limited to the examination of the product's properties and functionality. The examination of the product's properties and functionality means the trying and testing of a product in a manner that would be possible and customary in a retail store

## Withdrawal policy with regard to the installation service

### Right of withdrawal

You have the right to withdraw from this agreement within a period of fourteen days, without giving a reason.

The withdrawal period is fourteen days from the date on which the contract was concluded.

To exercise your right of withdrawal, you must send us (Jotto S.r.l. Start-up, Via Isonzo 11, 37126, Verona, Italy, Telephone: +39 045 7660663,) a withdrawal notice (e.g. by post, fax or email) which clearly expresses your intention to withdraw from the contract. You can use the attached withdrawal form template for this purpose, but this is not mandatory.

If you exercise your right, we will provide immediate confirmation of your notice of rescission (for example, by email).

The time limit for withdrawal shall be deemed to have been observed if the withdrawal notice was sent before the end of the withdrawal period.

## Consequences of Withdrawal

If you withdraw from this contract, we will refund any payments we have received from you, without delay and at the latest within 14 days from the

date on which the notification has been received by us regarding your withdrawal from this contract. Unless expressly agreed otherwise,

we shall use the same method of payment to reimburse you as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

If you have requested installation service to be carried out during the withdrawal period, you will have to pay for the installation service in full where the installation has already commenced or been completed.

Your right of withdrawal shall expire once the installation service to be rendered has been duly completed. This shall be conditional on us having only commenced the service after you have expressly consented to it and at the same time, you have confirmed that you are aware that you will lose your right to withdraw from the contract when the contract has been duly executed by us.

## Withdrawal notice template

If you wish to withdraw from the contract, please send a message with the following content to us. If marked with (\*), delete as appropriate.

To  
Jotto S.r.l. Start-up  
Via Isonzo, 11  
37126 Verona, Italy

Contact form is available at [www.jotto.biz](http://www.jotto.biz)

I/we (\*) hereby withdraw from the contract that I/we (\*) concluded for the purchase/rent of the following terminal equipment, including an installation service (\*) provided by Jotto S.r.l. Start-up

Ordered on (\*)/received on (\*)

Name(s) of the consumer(s):

Address(es) of the consumer(s):

Signature of the consumer(s) (only applies to paper communications):

Date: