

MOBILE APPS TERMS AND CONDITIONS OF SERVICE

Bosch Connected Control

BY ACCESSING OR USING THE BCC MOBILE APPLICATIONS (“THE “MOBILE APPS”), YOU AND THE INDIVIDUAL OR THE ENTITY YOU REPRESENT ACCEPT AND ACKNOWLEDGE THAT THE MOBILE APPS TERMS AND CONDITIONS OF SERVICE (“TERMS”) FORM A LEGAL AGREEMENT BETWEEN YOU AND BOSCH WHICH GOVERNS YOUR USE OF THE MOBILE APPS. THIS INCLUDES THAT ANY DISPUTES ARISING OUT OF THESE TERMS, THE PRIVACY POLICY OR THE MOBILE APPS WILL BE BINDING ARBITRATION. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SIGN THIS AGREEMENT OR ACCESS OR USE THE MOBILE APPS.

1. Overview.

General. Bosch Thermotechnology Corp. (“Bosch”) and its subsidiaries and affiliates (collectively, “Bosch”) provides software that may be downloaded to your mobile device (e.g., smartphone or tablet) to access Mobile Apps (“Mobile Apps”), all for use in conjunction with Bosch products purchased and installed at your entity’s facility or your residence by an authorized Bosch dealer (“Dealer”) or authorized Bosch installer (“Installer”) (such products referred to in the Terms collectively as “Bosch Products”). The Mobile Apps can be used in ways that integrate with Bosch Products and products and services provided by third parties.

Intended Use of Mobile Apps. The Mobile Apps are intended to be accessed and used for non-time-critical information and control of Bosch Products. The Mobile Apps are not intended to be reliable or available 100% of the time. The Mobile Apps are subject to sporadic interruptions and failures for a variety of reasons beyond Bosch’s control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that Bosch is not responsible for any damages allegedly caused by the failure or delay of the Services.

Complete Terms. By accessing or using the Mobile Apps, you agree to these Terms, as well as the Privacy Statement which is located at the following website: https://www.bosch-climate.us/files/Bosch_Connected_Control_Privacy_Policy.pdf (“Privacy Statement”) and the End User License Agreement which is located at the following website: https://www.bosch-climate.us/files/Bosch_Connected_Control_EULA.pdf (“EULA”), each of which is incorporated herein by reference. These Terms also incorporate (a) the Apple, Inc. (“Apple”) Terms and Conditions (located at www.apple.com/legal/internet-Mobile_App/itunes/us/terms.html) including, without limitation, the Licensed Application End User License Agreement (together, “Apple Terms”), (b) the Google Inc. (“Google”) Google Play Terms of Service (located at <https://play.google.com/about/play-terms.html>) including, without limitation, the Google Play Business and Program Policies (located at <http://play.google.com/about/android-developer-policies.html>) (together, “Google Play Terms”), To the extent there may be a conflict among these Terms, the Apple Terms, the Google Play Terms, these Terms control.

2. Eligibility, System Requirements, Updates.

Eligibility. The terms “you,” and “end user” as used in these Terms, means any person or entity 18 years of age or older who accesses or uses the Mobile Apps. Primary Users and Authorized Users may be individuals acting in their own capacities, commercial enterprises, or government or educational institutions. Only persons aged 18 years or older may use the Mobile Apps. By using the Mobile Apps, you represent and warrant that you are at least 18 years old and otherwise have the capacity to contract.

US and Canada. The Mobile Apps are only intended for use by end users residing or using the Mobile Apps in connection with facilities located in the United States, its territories and possessions or Canada. If you use or attempt to use the Mobile Apps from outside of the US and Canada, end users do so at their own risk and must comply with applicable laws (including data privacy regulations) in these other countries.

System Requirements. The Mobile Apps will not be accessible without: (i) a working Wi-Fi network or access to data or cellular connectivity that can communicate reliably with the Bosch Products; (ii) an Account; (iii) mobile devices such as smartphone or tablet (“Devices”); and (v) other system elements that may be specified by Bosch. It is your responsibility to ensure that: (1) you have all required system elements, and (2) they are compatible and properly configured. You acknowledge that the Mobile Apps may not work as described when the requirements and compatibility have not been met.

Software Updates. From time to time Bosch or third parties providing the Mobile Apps may develop upgrades, updates, patches, bug fixes and other modifications to improve the performance or compatibility of the Mobile Apps (“Updates”). You acknowledge and agree that Updates will either be manually installed with notification or automatically installed on your Bosch Products and/or Devices without providing any additional notice to or receiving any additional consent from, you. You acknowledge that you may be required to install Updates to use the Mobile Apps and the Bosch Product and you agree to promptly install any Updates if so required.

3. Accounts.

Your Account. You are not required to register for an account to use the Device. However, you may register for a user account (“Account”), which enables certain features. During the registration process, you must provide certain information about yourself and the entity you represent as prompted by the Account registration form or as required by the Dealer or Installer on your behalf. You represent and warrant that: (a) all required Account information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Mobile Apps does not violate any U.S. or Canadian (depending upon your country of residency) applicable law or regulation; and (d) your facility(ies) or your residence(s) where the Bosch Products are located for use of the Mobile Apps is (are) in the U.S. or Canada. You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use “strong” passwords that use a combination of letters and numbers, at least 12 characters long with your Account, and to maintain your password securely to



prevent others from gaining access without your permission. You agree to immediately notify your Dealer or Installer of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Bosch is not liable for any loss or damage arising from your failure to comply with the above requirements.

Primary Users and Authorized Users. The individual who creates an Account is the "Primary User" of that Account. Primary Users may (and Installers upon request of the Primary User may) authorize other individuals to access a Primary User's Mobile Apps ("Authorized Users"). Authorized Users may have the ability to use the Mobile Apps which monitor and control Bosch Products (for example a programmable thermostat). Authorized Users may also have the ability to view information (including limited personal information) and content across all of a Primary User's Mobile Apps connections (for example schedule for heating). The Primary Users agree to be fully responsible for all actions taken by their Authorized Users relating to the Primary User's Mobile Apps and Account. For the avoidance of doubt, the Terms apply to any and all Primary Users and Authorized Users. Authorized Users are not authorized to give access to your Account, or to the Mobile Apps to any individual or entity. As a Primary User, you should authorize only those individuals that you trust to access your Account and Mobile Apps.

4. Access to Mobile Apps; Certain Limitations and Restrictions; Termination

Access and Use. Subject to these Terms, Bosch grants you a limited, revocable, non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Mobile Apps by (i) using the Mobile Apps in connection with, and solely for the purpose of, controlling and monitoring Bosch Products you own and/or are authorized to control and monitor (the "Permitted Purpose"), and (ii) installing and using the Mobile Apps only for use on your own handheld mobile ("Device:") or the Device(s) of the entity you represent (e.g., iPhone, iPad, or Android smartphone), for the Permitted Purpose.

Restricted Activities. The rights granted to you in these Terms are subject to the following restrictions: You may not (i) rent, lease, sublicense, sell, transfer, assign, redistribute, host, or otherwise commercially exploit the Mobile Apps; (ii) modify, make derivative works of, disassemble, reverse compile, attempt to find the source code of, or reverse engineer any part of, the Mobile Apps; (iii) access the Mobile Apps in order to build a similar or competitive service; (iv) except as expressly stated herein, copy, reproduce, distribute, republish, download, post, display or transmit any part of the Mobile Apps in any form or by any means; (v) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Mobile Apps, the Bosch Products, or any other system, device or property; (vi) interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Mobile Apps or violate the regulations, policies, or procedures of such networks; (vii) access (or attempt to access) any of the Mobile Apps by means other than through the interface that is provided by Bosch; and (viii) remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Mobile Apps. Any future release, update, or other addition to functionality of the Mobile Apps shall be subject to these Terms.

Termination, Suspension. These Terms will remain in full force and effect so long as you continue to access or use the Mobile Apps, or until terminated in accordance with the provisions of these Terms. Bosch reserves the right, at any time, to modify, suspend, or discontinue the Mobile Apps or any part thereof with or without notice. You agree that Bosch will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Mobile Apps or any part thereof. The Mobile Apps may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. Bosch does not offer any specific uptime guarantee for the Mobile Apps.

Use of Bosch Products and Termination of Mobile Apps. If you transfer a Bosch Product to a new owner, your right to use the Mobile Apps with respect to that Bosch Product automatically terminates, and the new owner will have no right to use the Bosch Product or Mobile Apps under your Account (as described below) and will need to register for a separate Account with Bosch. Upon termination, your Account and your right to use the Mobile Apps will automatically terminate.

5. Third-Party Products and Mobile Apps.

General. Bosch Mobile Apps rely on or interoperate with third party products and services ("Third Party Technology"). The Third Party Technology may include data storage, synchronization, communication through Amazon Web Services or other alternative providers, and mobile device notifications through mobile operating system vendors and mobile carriers. You acknowledge that the availability of the Mobile Apps is dependent upon (i) the proper installation, treatment and upkeep of your Bosch Products, (ii) your computer, mobile device, home wiring, home Wi-Fi network, wireless connection, and other related associated equipment ("Associated Equipment"), (iii) your Internet service provider ("ISP"), (iv) your mobile device carrier ("Carrier"), and (v) the third party websites from which you download the Mobile Apps, e.g., the App Store from Apple or the Play Store from Google ("App Stores"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Mobile Apps. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier. These third party products and services are beyond Bosch's control, but their operation may impact the use and reliability of the Mobile Apps. YOU AGREE NOT TO RELY ON THE MOBILE APPS FOR ANY PERSONAL SAFETY OR TIME-CRITICAL PURPOSES.

Third Party Website Links and Referrals. The Mobile Apps may contain links to other web sites (such as Dealer websites) that are operated by third parties ("Third Party Sites") and referrals to third party vendors ("Referred Vendors"). Such Third Party Sites and Referred Vendors are not under Bosch's control. Bosch provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites is at your own risk.



Release Regarding Third Parties. Bosch is not responsible for third parties or their products and Mobile Apps, including Third Party Technology, Associated Equipment, ISPs, Carriers, App Stores, Third Party Sites and Referred Vendors (collectively, "Third Party Products and Services"). Bosch hereby disclaims and you hereby discharge, waive and release Bosch and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and Third Party Products and Services. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT: (I) THE USE AND AVAILABILITY OF THE MOBILE APPS IS DEPENDENT ON THIRD PARTY PRODUCTS AND SERVICES (OTHER THAN THE THIRD PARTY SITES AND THE REFERRED VENDORS WHICH ARE UNRELATED TO THE MOBILE APPS); (II) THE THIRD PARTY PRODUCTS AND SERVICES MAY NOT OPERATE IN A RELIABLE MANNER AND THEY MAY IMPACT THE WAY THAT THE MOBILE APPS OPERATE; (III) BOSCH MAKES NO REPRESENTATION OR WARRANTY ABOUT THE OPERATION, USE, SAFETY OR RELIABILITY OF ANY THIRD PARTY PRODUCTS AND SERVICES; AND (IV) BOSCH IS NOT RESPONSIBLE FOR DAMAGES AND LOSSES DUE TO THE OPERATION OF THE THIRD PARTY PRODUCTS AND SERVICES OR THE MOBILE APPS, INCLUDING ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE (INCLUDING TO YOUR HOME OR FACILITY), INTERRUPTION OF SERVICE, DOWNTIME, DATA LOSS, OR ANY OTHER HARM OR LOSSES ARISING FROM OR RELATING TO YOUR USE OF ANY OF THE MOBILE APPS OR THIRD PARTY PRODUCTS AND SERVICES.

6. Confidentiality and Disclosure of Information.

Your submission of information through the Mobile Apps is governed by our "Privacy Statement," which is located at the following website: https://www.bosch-climate.us/files/Bosch_Connected_Control_Privacy_Policy.pdf. You agree that all information you provide to us is true, accurate, and complete, and you will maintain and update such information regularly. The main function of the Mobile Apps is to allow end users to monitor and control their heating, cooling, and/or hot water systems. The Mobile Apps will access certain data to enable for setup and control of these heating, cooling, and/or hot water systems. The data may include system ID and other sensitive information, all treated in accordance with our Privacy Statement.

7. Ownership and Intellectual Property.

Bosch Property. You acknowledge that all intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, in the Mobile Apps are owned by Bosch or its affiliates or our licensors. End users' possession, access, and use of the Mobile Apps does not transfer to end users or any third party any rights, title, or interest in or to such intellectual property rights. Bosch and its affiliates, licensors and suppliers reserve all rights not granted in these Terms. The Mobile Apps are licensed to end users, not sold, under these Terms. End users may not use the content of the Mobile Apps in any other public or commercial way, nor may end users copy or incorporate any of the content of the Mobile Apps into any other work.

8. Indemnification.

You agree to defend, indemnify and hold Bosch and its licensors and suppliers harmless from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use and each Authorized User's use of Mobile Apps, (ii) your or your Authorized Users' violation of these Terms, (iii) any User Submissions or Ideas you provide; or (iv) your or your Authorized Users' violation of any law or the rights of any third party. Bosch reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Bosch and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Bosch's prior written consent. Bosch will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. Warranty Disclaimers.

(a) Disclaimers of Warranties.

- (i) THE MOBILE APPS ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" AND BOSCH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT OR OTHER WARRANTY ARISING OUT OF THE COURSE OF ORDINARY PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE REGARDING OR RELATING TO MATTERS COVERED UNDER THIS CONTRACT, INCLUDING WITH RESPECT TO THE MOBILE APPS.
- (ii) BOSCH DOES NOT WARRANT THAT THE MOBILE APPS, THE THIRD PARTY PRODUCTS OR ANY INFORMATION, CONTENT, MATERIALS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE MOBILE APPS OR THIRD PARTY PRODUCTS AND SERVICES: (A) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (B) WILL WORK WITH ANY ASSOCIATED EQUIPMENT, DEVICES, SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES; (C) WILL DELIVER RESULTS THAT ARE INTENDED, ACCURATE OR RELIABLE; (D) WILL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE OR ERROR-FREE; OR (E) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.



- (iii) BOSCH WILL NOT BE LIABLE FOR ANY LOSSES CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, EAVESDROPPERS, HACKERS, INTERCEPTORS, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT OR OTHERWISE DAMAGE THE YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS OR ANY OTHER MATERIALS DUE TO THE YOUR USE OF THE MOBILE APPS OR THE YOUR ACCESSING OR DOWNLOADING OF ANY MATERIAL AVAILABLE THROUGH THE MOBILE APPS OR THE THIRD PARTY PRODUCTS AND SERVICES.
- (iv) NOTWITHSTANDING ANY OTHER PROVISION IN THE TERMS AND WITHOUT LIMITATION OF ANY OF BOSCH'S OTHER DISCLAIMERS HEREIN, BOSCH WILL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE ACCESS TO THE MOBILE APPS TO THE EXTENT THAT SUCH FAILURE IS THE RESULT OF THE ACT OR OMISSION OF THE END USER, INCLUDING TO THE EXTENT THAT ANY MALFUNCTION OF THE MOBILE APPS IS THE RESULT OF MISUSE, ABUSE, VANDALISM, NEGLIGENCE IMPROPER INSTALLATION OR APPLICATION, ALTERATION, ACCIDENT OR NEGLIGENCE IN THE USE, STORAGE, TRANSPORTAION, OR HANDLING OF THE BOSCH PRODUCTS OR THE ASSOCIATED EQUIPMENT;
- (v) EVEN IF THE MOBILE APPS ARE TESTED AND THE BOSCH PRODUCTS AND ASSOCIATED EQUIPMENT ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO GUARANTEE THAT THE MOBILE APPS WILL NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THE MOBILE APPS WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION, OR THAT THE MOBILE APPS WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS FAILURE OF THE HEATING AND/OR HOT WATER SYSTEM.
- (vi) NO LIFE-SAFETY OR CRITICAL USES OF THE MOBILE APPS. YOU ACKNOWLEDGE AND AGREE THAT THE BOSCH PRODUCTS AND MOBILE APPS, WHETHER STANDING ALONE OR WHEN INTERFACED WITH THIRD-PARTY PRODUCTS OR DIGITAL SERVICES ARE NOT CERTIFIED FOR EMERGENCY RESPONSE. BOSCH MAKES NO WARRANTY OR REPRESENTATION THAT USE OF THE BOSCH PRODUCTS OR MOBILE APPS WITH ANY THIRD-PARTY PRODUCT OR DIGITAL SERVICE WILL AFFECT OR INCREASE ANY LEVEL OF SAFETY. YOU UNDERSTAND THAT THE BOSCH PRODUCTS AND MOBILE APPS, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR DIGITAL SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- BOSCH WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY. IN ADDITION, THE BOSCH CUSTOMER CARE AND SUPPORT CONTACTS CANNOT BE CONSIDERED A LIFESAVING SOLUTION FOR PEOPLE AT RISK IN THE HOME, AND THEY ARE NO SUBSTITUTE FOR EMERGENCY DIGITAL SERVICES. ALL LIFE THREATENING AND EMERGENCY EVENTS SHOULD BE DIRECTED TO THE APPROPRIATE RESPONSE DIGITAL SERVICES.

(b) *Limitations on Liability.*

EXCEPT FOR BOSCH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BOSCH BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL LOSSES, OR ANY LOSSES IN CONNECTION WITH:

- (i) LOST CONTENT (INCLUDING DUE TO UNAUTHORIZED DISCLOSURE, ACCESS TO, OR PROCESSING OF, PERSONAL DATA);
- (ii) LOST PROFITS, LOSS OF GOODWILL OR LOSS OF BUSINESS;
- (iii) LACK OF SECURITY, INVASION OR LACK OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY, DEFAMATION;
- (iv) ANY PERSONAL OR BODILY INJURY, DEATH, PROPERTY DAMAGE;
- (v) ANY INTERRUPTION, DELAY, FAILURE, DISRUPTION, DOWNTIME, LIMITED ACCESS TO, UNAVAILABILITY, UNRELIABILITY OR NON-PERFORMANCE OF THE MOBILE APPS;
- (vi) ANY THIRD PARTY PRODUCTS AND SERVICES;
- (vii) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO USE OF OR ACCESS TO THE MOBILE APPS; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; COST OF REPLACEMENT OR RESTORATION OF ANY COMPROMISED CONTENT; OR
- (viii) ANY ERRORS OR OMISSIONS IN ANY CONTENT, FOR USE OF OR EXPOSURE TO ANY CONTENT POSTED, OR IN CONNECTION WITH THE ACCURACY, NON-INFRINGEMENT, LEGALITY, SECURITY OR DECENCY OF CONTENT, WHETHER ACCESSED, TRANSMITTED, STORED OR OTHERWISE MADE AVAILABLE VIA THE MOBILE APPS.

SUBSECTIONS (i) THROUGH (viii) ABOVE, COVER LOSSES OCCURRRING BY ANY MEANS OR MANNER, AND EVEN IF BOSCH KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- (c) *Limitations of Direct Losses.* BOSCH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE MOBILE APPS OR THIRD PARTY PRODUCTS AND SERVICES, OR FROM ANY INFORMATION, CONTENT, MATERIALS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE MOBILE APPS OR THIRD PARTY PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOUR SOLE AND EXCLUSIVE REMEDIES SHALL BE TO STOP USING THE MOBILE APPS.
- (d) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO A USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND SUCH USER MIGHT HAVE ADDITIONAL RIGHTS.



10. Apple iOS Special Terms and Conditions.

If you use an iOS product, such as an iPhone, iPad or iPod Touch (an “iOS Device”) with the Mobile App, you agree to the following terms and conditions (“Apple Special Terms”) to the extent they apply to your use of the iOS Device. Nothing in the Apple Terms or these Apple Special Terms will be deemed to change or limit our agreement with you.

Acknowledgement. You and Bosch acknowledge that the Terms and Conditions are concluded between you and Bosch only, and not with Apple, and that as between Bosch and Apple, Bosch is solely responsible for the Mobile Apps and the content thereof.

Additional License Terms. Your right to use the Mobile Apps is limited to use on an iOS Device owned or controlled by you as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms.

Additional Usage Rules. In addition to those usage rules set forth in the Terms of Use above, you shall comply with the Usage Rules contained in the Apple Terms.

Maintenance and Support. You and Bosch acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App.

Warranty. As between Apple and Bosch, Bosch is solely responsible for any product warranties, to the extent not disclaimed or limited above. In the event of any failure of the Mobile Apps to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the Mobile Apps to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation to you whatsoever with respect to the Mobile Apps, and, subject to the above disclaimers and limitations of liability, as between Apple and Bosch, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of us to conform to any warranty will be Bosch’s sole responsibility.

Product Claims. You and Bosch acknowledge that as between Apple and Bosch, Bosch is responsible for addressing any claims of you or any third party relating to the Mobile Apps or your possession and/or use of the Mobile Apps, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile Apps fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Intellectual Property Rights. You and Bosch acknowledge that, in the event of any third-party claim that the Mobile Apps or your possession and/or use of the Mobile Apps infringe that third party’s intellectual property rights, as between Apple and Bosch, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Third Party Beneficiary. Apple and Apple’s subsidiaries are third party beneficiaries of the Terms, and all agreements incorporated into the Terms by reference. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof.

11. Google Play Special Terms and Conditions.

If you use an Android device (“**Android Device**”) and download the Mobile Apps through Google Play, you agree to the following terms and conditions (“**Google Play Special Terms**”) to the extent they apply to your use of the Android Device. Nothing in the Google Play Terms or these Google Play Special Terms will be deemed to change or limit our agreement with you.

Acknowledgement. You and Bosch acknowledge that the Terms of Use are concluded between you and Bosch only, and not with Google, and that as between Bosch and Google, Bosch is solely responsible for the Mobile Apps and the content thereof.

Technical Support. You may only contact Bosch concerning any defects or performance issues in the Mobile Apps downloaded and installed from Google Play. Bosch is solely responsible for, and Google will have no responsibility to undertake or handle support and maintenance of the Mobile Apps. Bosch will respond to customer support inquiries within three (3) business days or less.

Intellectual Property Rights. You and Bosch acknowledge that, in the event of any third-party claim that the Mobile Apps or your possession and/or use of the Mobile Apps infringe that third party’s intellectual property rights, as between Google and Bosch, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

i. Governing Law and Exclusive Venue.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws provisions.

ii. Arbitration.

YOU AND BOSCH AGREE THAT, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS AND CONDITIONS, THE PRIVACY POLICY, AND/OR THE MOBILE APPS SHALL BE FINAL AND BINDING ARBITRATION.



You and Bosch agree to submit all disputes between you and Bosch arising out of or relating to the Mobile Apps, the Terms or the Privacy Statement or the alleged breach or interpretation thereof, to binding arbitration, provided that the foregoing shall not prevent Bosch from seeking injunctive relief in a court of competent jurisdiction. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, three (3) arbitrators shall be chosen under the then current Rules of the American Arbitration Association ("AAA") pertaining to commercial disputes ("Rules of the AAA"). The arbitration will be held in Delaware, and will be conducted according to the Rules of the AAA. These Terms, the Privacy Policy and the arbitration agreement shall be governed by the laws of the State of Delaware, without regard to its conflicts of law provisions. The arbitration award shall be by a written decision containing findings of fact and conclusions of law shall be final and binding and may be enforced by any court of competent jurisdiction. The party prevailing in the arbitration or other legal proceedings is entitled to recover its litigation costs, including reasonable attorney's fees. In no case shall the arbitrator be authorized to award costs and damages otherwise prohibited herein.

iii. No Assignment.

These Terms, and all rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by Bosch without restriction. Any attempted assignment by you will be null and void.

iv. Force Majeure.

Any delay in the availability of the Mobile Apps or non-performance of the Mobile Apps shall not be deemed a breach of these Terms if such delay or non-performance is caused by a fire, earthquake, flood, war, terrorist act, government act, failure of common carriers (including Internet service providers, labor strike or walk-out, act of God, or any other event beyond the reasonable control of Bosch or its service providers.

v. Notices.

You agree that we may provide notices to you of changes to these Terms and/or our Privacy Policy, in one or more of the following ways: (a) a pop-up notice, web banner, push notification or other notification on or through Mobile Apps; or (b) an email or regular mail sent to an address you provided.

vi. Customer Support.

All questions about the performance of Bosch Products or the Mobile Apps should be directed to Bosch website <https://www.bosch-climate.us/products-bosch-thermotechnology/thermostats-and-controls/residential-thermostats-controls/> or 1-800-283-3783.

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