



Terms and Conditions specified by Danfoss A/S for providing the Web application DEVIweb™ and Mobile app DEVIweb™ Tool

1. General provisions

These Terms and Conditions apply to businesses, legal entities under public law, as well as separate funds under public law for contracts regarding the Web application DEVIweb™ and Mobile app DEVIweb™ Tool service ("DEVIweb™") by and between:

Danfoss A/S, ("Danfoss")
Ulvehavevej, 61
6100 Vejle
Denmark

and the party ordering provision of ("DEVIweb™") - "Customer".

The condition for using DEVIweb™ is the purchase and installation of DEVIweb™ for the heating system(s) to be managed, as well as the existence of DEVIreg™ Smart thermostats and / or switches or other Danfoss products supported by DEVIweb™. These services are not the subject of this contract with Danfoss.

A further condition for using DEVIweb™ is that the Customer, as well as persons to whom the Customer grants access to DEVIweb™, have been authorised by the user or users, on whose heating system the DEVIreg™ Smart is installed, to access the DEVIreg™ Smart and to monitor and control the heating system via DEVIweb™. The Customer guarantees that such authorisation exists, within the scope of the specifications for the DEVIweb™, for each DEVIreg™ Smart registered via the Customer for the entire usage period of DEVIweb™. The relationship between the Customer and the users of the heating systems managed by the Customer is not the subject of the contract with Danfoss. The Customer will exempt Danfoss from any rights exerted by third parties that are invoked against Danfoss in conjunction with the usage of DEVIweb™ by the Customer or persons to whom the Customer has provided access to the DEVIweb™. The Customer will reimburse Danfoss for any damages incurred due to the exertion of such rights by third parties, including any costs arising from bringing or defending an action.

2. Conclusion of contract

Contracts relating to DEVIweb™ can only be concluded in English.

The presentation of DEVIweb™ on <https://www.deviweb.danfoss.com> is not a binding offering.

After the Customer has signed up for 3 months of free trial – Customer is issued a binding offer after first 3 months period. It's a payment notification by e-mail (registered for sign up) to make payment if Customer wishes to continue use of DEVIweb™.

The Customer will be requested to make a payment (annual subscription fee) within 1 month in local currency. The customer pays after 3 months of free trial for the next 12 months. Offer is valid till the end of 2020. In beginning of 2021 the free trial will be 1 month.

The Customer will be requested to register its data or – if Customer has not already done so – to enter his previously registered customer login. The order can only be submitted and sent if the Customer has registered and accepted these Terms and Conditions by clicking on the buttons "accept Terms and Conditions"* and including these in his order.

Danfoss confirms payment for next 12 months by sending an automatic confirmation by e-mail. The Customer will receive a confirmation of the order and its access to DEVIweb™ will be activated.

Danfoss will save the contract with the Customer's order data. If the Customer requests this in printed form, Customer can print out the order confirmation.

The Customer can download smartphone applications for the DEVIweb™ for certain operating systems from the App Store and Google Play – DEVIweb™ Tool.



3. Scope

DEVIweb™ gives the Customer the opportunity of a web-based control of DEVIreg™ Smart acting as multifunctional thermostats and distant switches.

The DEVIweb™ provides the Customer with the opportunity, by registering on the Website <https://www.deviweb.danfoss.com> (NB: Use Google Chrome or Mozilla Firefox browsers) (“Website”) by PC or a smartphone app, of monitoring and controlling heating systems installed on the DEVIreg™ Smart controller.

4. Internet access

Connection to the DEVIweb™ is obtained by connecting DEVIreg™ Smart thermostats.

After connecting DEVIreg™ Smart thermostats to DEVIweb™ via DEVIweb™ Tool, the Customer inserts password that is created and enters an installer code. The Customer is responsible for keeping personal registration data in a safe place, so that it cannot be used by unauthorised parties. Danfoss is not liable for damage that the Customer or third parties incur as a result of the Customer not keeping registration data in a safe place.

5. Usage and liability

The Customer is liable to Danfoss for prohibited actions and actions in breach of contract that are carried out by it or by people to whom the Customer has given access to the DEVIweb™.

The Customer assures that persons to whom it has given access to DEVIweb™ are authorised to use DEVIweb™ and DEVIreg™ Smart and are permitted to carry out the actions stated in point 4 in particular.

The Customer may not use the DEVIweb™ in such a way that Danfoss or third parties incur disadvantages, or technical, or other problems occur during mobile communications.

The Customer may only use the equipment that Danfoss specifies and when it is in perfect order. The Customer must immediately remove parts of the equipment that cause malfunctions. Such stipulation also applies when the authorised parts of the equipment stated in points 4 and 5 cause malfunctions or are faulty. If the Customer uses any other equipment than that specified, or faulty pieces of equipment, such usage is at his own risk and Danfoss is under no circumstances liable for any access problems to the Web application DEVIweb™ or other malfunctions, interruptions and other losses, or damage that the Customer can incur due to usage thereof.

Any usage of the Web application DEVIweb™ contrary to point 5 shall be deemed a major breach of contract.

The Customer must make good any damages that the Customer or any parties that the Customer is liable for, wilfully or negligently causes as a result of actions or failures contrary to the stipulations in point 5 or any other stipulations in the contract.

6. Data protection

By your registration and use of Danfoss Recruitment – you provide your personal data to Danfoss. Danfoss is the Data Controller for the processing of personal data in respect of DEVIweb™ and DEVIreg™ Smart Data.

In this regard, Danfoss may process personal data of the following data categories

- Contact data (e.g. name, email address, phone number)
- Digital footprints (e.g. cookies, IP address)
- Data related to the hardware and sensors on the heating system
- Other IDs (e.g. username, password)

to administer your account, to maintain and improve DEVIweb™ and DEVIreg™ Smart Data. In addition, Danfoss may process other types of personal data provided by the individual applicants in various free text fields on a voluntary basis.

The processing of the personal data is lawful because it is either (i) necessary for the performance of a contract or prior to entering into a contract and/or (ii) necessary for the purpose of the legitimate



interest pursued by Danfoss which is not overridden by your interests or fundamental rights of privacy and freedom.

If you are offered a position with Danfoss, your application and additional personal data obtained during the recruitment process will become part of your employee file. You will receive separate information regarding the employee file and our processing of your personal data in this respect as part of the Danfoss on-boarding procedure.

Your personal data will be deleted by Danfoss after a contract has expired.

For further information about how Danfoss processes your personal data and your data privacy rights please refer to the [Danfoss Privacy Policy](#).

7. Contract term

The contract's initial term is one year. The Customer is not entitled to suspend provision of DEVIweb™, i.e. to stop usage for a certain period.

Danfoss can extend the contract term by continuing to provide access to DEVIweb™ above and beyond one year after the payment for the next 12 months. The Customer accepts the extension of the contract if it continues to use DEVIweb™ once the one year has expired and upon the payment is performed by it.

Danfoss is not obliged to extend the contract and is permitted after the one-year contract term has expired, or at a later date, to end the contract on providing DEVIweb™ and to introduce a new type of application for which costs will be billed.

At the end of the contract, Danfoss deactivates access to DEVIweb™.

8. Compensation and payment

For the initial order period of one year, the Customer will pay any fee to Danfoss. If the provision period of DEVIweb™ is extended, the Customer can continue to use DEVIweb™ by paying fee.

The provisioning fee is charged in advance after the first 3 months of using DEVIweb™. Offer is valid till the end of 2020. In beginning of 2021 the free trial will be 1 month.

The Customer can choose to pay by bank transfer or with credit card. Danfoss accepts Master Card and VISA credit cards. The Customer assures that it is the legal owner of the credit card stated by it and confirms the accuracy of the data stated. Danfoss will charge the credit card's account with the provisioning fee when the order is accepted. The Customer declares his consent to the verification procedure carried out by Danfoss with the credit-card organisation concerned. Should the organisation refuse payment, Danfoss cannot fulfil the order. Danfoss will immediately inform the Customer of such occurrence by e-mail.

9. Maintenance

Danfoss offers the following support for DEVIweb™: the Customer can find information about the Web application DEVIweb™ on <https://www.deviweb.danfoss.com>, in the online documentation, in the FAQs and in the troubleshooting guide. Danfoss also offers an e-mail address: eh@danfoss.com that the Customer can use to send questions to a Danfoss advisor that are not yet answered on the Website.

At the request of Danfoss, or a person appointed by Danfoss, the Customer must permit the equipment connected to be checked, insofar as such equipment is required for DEVIweb™, or if there is a suspicion that the equipment is being connected contrary to the stipulations in point 5.

10. Malfunctions and interruptions in service

The Customer is aware that faults and malfunctions can occur in the transmission path and that the sources of faults and malfunctions can lie in the data or communications systems belonging to the Customer, Danfoss or a third party. Danfoss will eliminate faults and malfunctions that occur on the DEVIweb™ within a reasonable period of time after the faults or malfunctions have been reported by the Customer. Danfoss is not under any obligation to repair interruptions in service that are a result of circumstances that cannot be controlled by Danfoss.



Danfoss has the right to interrupt or limit usage of DEVIweb™ to the extent required for technical, maintenance or operational reasons. Such right also applies to access to the Website (<https://www.deviweb.danfoss.com>).

11. Limitation of liability

In addition to the recompense stated in point 10, in all cases of ordinary negligence Danfoss is only liable for direct losses and damages unless: a) the damage concerns injury to life or health, or b) if Danfoss has breached a guarantee given, or c) Danfoss has infringed a material contractual obligation. Material contractual obligations are those where the fulfilment thereof makes execution of the contract possible in the first place and which the Customer may trust are complied with.

Danfoss' liability is limited to damage that is typically caused in contracts of this type and which Danfoss, upon conclusion of the contract was able to predict, or could have predicted because of circumstances and facts Danfoss was aware of. Such restriction does not apply a) in cases of wilful and gross negligence and b) not in cases where injury to life, limb and health are concerned and c) not if Danfoss has breached a guarantee it has given.

Danfoss is exempted from the legal consequences if it does not fulfil its duties set out in this contract and from the possible obligation to pay damages if Danfoss' failure to fulfil its duties is a result of circumstances not under Danfoss' control and such circumstances cannot be put right by Danfoss, insofar as such circumstances prevent, delay or make fulfilment of duties significantly more difficult. Such circumstances include actions or failures on the part of a government authority or another body that Danfoss is not liable for, new or amended legal regulations, strikes, blockades, fires, wars or riots, power failures, floods or accidents.

12. Suspension, premature termination

Danfoss has the right to suspend or limit the Customer's access to DEVIweb™ with immediate effect and until further notice if:

- the Customer breaches the conditions in point 5 on usage, or uses DEVIweb™ in another improper way; or
- Danfoss or another party appointed by Danfoss has been improperly given the opportunity to check the equipment as set out in point 8; or
- the Customer has not paid a claim due within one month after receiving a payment reminder.

The Customer will receive no reduction for the period during which its access is suspended or restricted. Should there no longer be any reason for suspension, Danfoss must reactivate DEVIweb™ as soon as the Customer has desisted from the actions which are in breach of contract. When switching DEVIweb™ on and off, Danfoss is entitled to charge a fee, in line with the price list valid at the time, for the extra work involved.

Danfoss has the right to terminate this contract on DEVIweb™ with immediate effect if:

- the Customer breaches the conditions in point 5 on usage, or uses DEVIweb™ in another improper way; or
- the Customer breaches another regulation in this contract and such breach is significant; the Customer is more than 30 days in arrears with paying a significant proportion of the provisioning fee.

Danfoss has the right to terminate this contract on the DEVIweb™ without a period of notice if:

- the Customer or persons to whom the Customer has given access to the Website, has accessed the DEVIreg™ Smart without having been given authority to do so by the user of the heating system on which the DEVIreg™ Smart has been installed;
- the Customer breaches the conditions in point 5 on usage, or uses the DEVIweb™ in another improper way; or
- the Customer breaches another stipulations in this contract and such breach is significant;
- the Customer is more than 30 days in arrears with paying a significant proportion of the provisioning fee; or



- the Customer is bankrupt, has commenced debt-rescheduling negotiations, or if the Customer is insolvent;
and if the Customer does not remedy this situation after receiving notice to do so within 14 days.

13. Amendments

These Terms and Conditions apply until further notice. Danfoss has the right to amend these Terms and Conditions, or the terms and conditions for DEVIweb™ service and scope of what such service covers, to an extent that is reasonable for the Customer. In particular Danfoss is entitled to amend or replace functions if such amendment or replacement is necessary to objectively improve the service, or bring it into line with financial, legal or other requirements. The Customer must be informed by letter, fax, or e-mail, sent to the Customer's last-known address, of such amendments three (3) months before the amendments come into force. The Customer must be informed of minor amendments one (1) month before they come into force at the latest.

If the changes are announced during the contract term and are to the detriment of the Customer and the Customer does not accept the announced change to the conditions, the Customer has the right to terminate DEVIweb™ contract from the point at which the change comes into force under the condition that the termination of the contract occurs before the change comes into force. The Customer is considered to have accepted the change if he continues to use DEVIweb™ after the change comes into force. In the notification about the planned change, Danfoss will inform the Customer that continued usage of DEVIweb™ after the change has come into force is considered consent to the change.

14. Transfer of contract

The Customer may transfer the contract if Danfoss consents to such transfer. Consent must be given if the departing Customer has fulfilled its legal duties and the new Customer is accepted by Danfoss. Danfoss may not refuse acceptance without a justified reason. The transfer of and consent to the contract must be made in writing.

Danfoss has the right to assign its contractual rights or duties to third parties. Should Danfoss make use of this right, the Customer is entitled to terminate the contract with immediate effect. The right to terminate the contract can only be exercised within a period of one month after the Customer has been informed of the transfer of rights or duties.

15. Jurisdiction and disputes

In the case of disputes arising from or in connection with the contract on providing DEVIweb™ the Danish law shall exclusively be applicable. The regulations in the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply. The jurisdiction of the Danish courts in the case of disputes arising from or in conjunction with the contract on providing DEVIweb™ will be based on statutory regulations.

*translator's note: please harmonise with actual designation on website