



TERMS OF USE OF THE WEBSITE and the MOBILE APPLICATION ALDES CONNECT®

Aldes Aéraulique SAS, hereinafter “Aldes”, with its registered office located at 20 Boulevard Joliot Curie, 69200 Vénissieux, France, registered with the Lyon Companies House under company number 956506828, publishes and operates a desktop and mobile version of a website accessible at www.aldes.fr, www.aldes.com, and www.aldesgroupe.com, hereinafter the “Website”, as well as a mobile telephone application under the name Aldes Connect®, hereinafter the “Application”.

Scope

Any connection to the Website and the Application, and any use of their content, is governed by these Terms of Use (hereinafter the “Terms of Use”) and the Personal Data Protection Policy (hereinafter the “Personal Data Protection Policy”) provided as an appendix to the Terms of Use and accessible at the following address: [https://www.aldesconnect.com/documents/download/GDPR by ALDES](https://www.aldesconnect.com/documents/download/GDPR_by_ALDES)

The Terms of Use and the Personal Data Protection Policy can be printed out at any time, except in the case of temporary unavailability.

The Personal Data Protection Policy informs the User about the origin and nature of the data collected by the Website and the Application during the User’s browsing, why is collected, how and for what purposes Aldes collects and uses this data, and the User’s rights over this data.

Accessing the Website or the Application by ticking the appropriate box constitutes full and unreserved acceptance by the User of the Website and/or the Application of the Terms of Use and Personal Data Protection Policy, the terms of which the User acknowledges that he or she has read, understood, and accepted beforehand. Any User who does not agree with the Terms of Use or the Personal Data Protection Policy cannot access or use the Website and the Application.

The applicable Terms of Use and Personal Data Protection Policy are those in force at the time the user connects to and/or uses the Website or the Application.

The Terms of Use and Personal Data Protection Policy can be modified at any time. Users are informed of these modifications by the simple fact that they are published, and these modifications are deemed to have been fully accepted by any User who accesses the Website or the Application after they are published.

Any User who does not accept the revised version of the Terms of Use and Personal Data Protection Policy must immediately stop using the Website and the Application.

The Terms of Use and Personal Data Protection Policy are separate from the Terms and Conditions of Sale of Aldes brand products.

Modification or Deletion of the Website or the Application

Aldes reserves the right to modify or delete all or part of the Website or the Application, without being required to provide any prior notice whatsoever to Users, whether they are natural persons or legal entities. Aldes cannot be held liable to Users for any modifications or deletions made to the Website or the Application.



Aldes reserves the right, at its sole discretion and without prior notice, to restrict, suspend, or close access to all or part of the Website or the Application. Aldes cannot be held liable to Users for any access restrictions or closures implemented on the Website or the Application.

Accessibility of the Application and the Website

The Application is a mobile telephone application that can be downloaded for free and run using the telephone's operating system.

Aldes works to ensure that the Application and the Website always remain accessible, without being bound by any obligation whatsoever toward the User in this regard. Accordingly, Aldes can interrupt access to the Website and the Application without providing prior notice or informing the User, for any reason whatsoever, including technical reasons (maintenance) or editorial reasons (updates), without being held liable for the consequences of these interruptions with regard to the User and to any third parties.

In addition, Aldes cannot be held liable if the User is unable to access all or part of the Website or the Application as a result of any technical failure or problem, including, but not limited to, failures or problems related to:

- network congestion;
- internet service provider malfunctions;
- Human or electrical error;
- malicious acts;
- failures and/or congestion of telephone connections;
- software or equipment failures of any nature;
- a force majeure event.

Third-Party Services

Aldes also allows the User to access, via hyperlinks placed in different sections, services provided by third-party partners other than Aldes or a company from the Aldes group (hereinafter "Third-Party Services"). These Third-Party Services include online shopping services for Aldes-brand products parts for these products.

Third-Party Services are independently offered by the third-party publishers of these services, for which they assume sole liability.

Generally, Aldes cannot be held liable for the content of the Third-Party Services accessible via the links included on the Website or the Application, or for any of the offers, information, advertisements, or transactions made via these Third-Party Services. The publishers of these Third-Party Services are the only parties bound by a contractual relationship with the User within the context of the Services they provide.

Consequently, any User who accesses Third-Party Services via the Website or the Application will be bound solely by the Third Party's Terms and Conditions of Sale.

Aldes provides no services and no warranty regarding Third-Party Services. Accordingly, Aldes refuses all liability toward the User in relation to Third-Party Services.

However, Aldes will use its best efforts to forward any of the User's questions or complaints regarding these services to the Third Party in question as expeditiously as possible. In order for Aldes to identify



the subject matter of the User's request, the User must provide information that is sufficiently specific, failing which, the request cannot be forwarded.

Intellectual Property Rights

All of the elements of the Website and the Application, including their structure, content, illustrations, photos, images, sounds, videos, and organizational structure, are protected under copyright law, trademark law, and, generally, intellectual property law.

Aldes grants the User, upon his or her access to the Website and the Application, a private, personal, free, non-transferable, and non-exclusive right to access the content of the Website and the Application.

Accordingly, the User undertakes, as a general rule, to not infringe on the intellectual property rights of the content contained in and on the Website and the Application, which includes:

- not reproducing, modifying, altering, or disseminating without prior authorization from Aldes, any element contained in or on or relating to the Website or the Application;
- not misusing or the Website or the Application or using the Website or the Application for commercial purposes;
- not using software intended to copy the content of the Application or the Website without written authorization from Aldes;
- not using software or systems that might prevent the Application or the Website from functioning properly, nor engaging in any action that might place an excessive burden on Aldes' infrastructure;
- not altering, modifying, or creating derivative works using the content of the Application or the Website without prior written consent from Aldes;
- accepting the limitations of the internet and acknowledging that access to the Website and the Application is at the User's own risk, that the User is responsible for taking all necessary security measures associated with his or her use, and particularly that the performance levels of mobile internet require longer loading times to respond, view, query, or transfer the Application's content.
- not harming the integrity of the Website or the Application, which includes not extracting or reusing any part of the content of the Application's databases and archives, substantial or not, including for private purposes, without express prior authorization from Aldes;
- not using systems to hack the Website or the Application or systems that violate these Terms of Use;
- not using data extraction techniques or decompiling the source code of the Website or the Application, which remain the sole property of Aldes;
- informing Aldes of any unlawful use of the Website or the Application that comes to his or her knowledge, particularly hacking.



In this respect, Users are reminded that the brands Aldes® and AldesConnect® are the property of Aldes Aéraulique SA, and that any and all reproduction or use of these brands are prohibited without prior written consent from Aldes Aéraulique SA.

Furthermore, the User should be aware that the Apple® and iPhone® brands and their respective logos belong to the American company Apple Inc.; the Google® and Android® brands and their respective logos belong to the American company Google LLC; and the IOS® brand belongs to the American company Cisco Technology Inc.

Users are further informed that linking to the Website or the Application without prior written authorization from Aldes is prohibited. Linking to the Website or the Application without authorization constitutes infringement.

User-Generated Content

Users can generate Informative Content and Free-Form Content.

Informative Content

The User can provide information of any nature via the Website or the Application (hereinafter the "Informative Content").

The Informative Content generated by the User via the Application is analyzed by the Application to inform the user about indoor and outdoor air quality, to remotely program Aldes-brand devices (air purifiers, heaters, water heaters, etc., hereinafter the "Eligible Products"), to receive information about the filter clogging levels, and to monitor these devices' energy consumption.

The User warrants to Aldes that the Indemnifies and holds harmless does not infringe on the rights of any third parties, and that it complies with applicable laws and regulations.

The User is solely liable for his or her use of the Application. In particular, the User is solely liable for the quality of the Informative Content, the state of the Eligible Products, and the state of the building with regard to the Eligible Products.

Aldes may use the Informative Content for search purposes and to improve its products or services.

Free-Form Content

Free-Form Content includes comments, reviews, and suggestions that the User submits in public online areas created for this purpose (forum, rating websites, etc.) or using other methods (mail or emails sent to Aldes).

The User is solely liable for the Free-Form Content. As such, the User is responsible for ensuring that this content does not harm Aldes or the rights of third parties, and that it complies with applicable laws and regulations.

Free-Form Content is not confidential, unless it is sent in a sealed envelope marked CONFIDENTIAL. Provided that the Free-Form Content is not confidential, Aldes is free to publish it in any way or form.

Aldes is free to respond or not respond to Free-Form Content and to use the Free-Form Content in the manner of its choosing, including for commercial purposes, subject to the User's rights.



The Informative Content and Free-Form Content are publicly accessible and remain so even after the User stops using the Application or the Website, even if the User has closed his or her User account. The User is therefore responsible for ensuring that the Informative Content and Free-Form Content do not contain any confidential information.

Application-Generated Content and Use of the Application

Upon receiving Informative Content, and after analysis of it, the Application provides the User with information and services related to indoor and outdoor air quality, remotely programming Eligible Products, filter clogging levels, and energy consumption (hereinafter "Application-Generated Content").

Aldes is not the author of the Application-Generated Content. As such, Aldes' cannot be held liable for or in relation to this content.

Aldes may use the Application-Generated Content for search purposes and to improve its products or services.

Aldes grants the user a private, personal, free, non-transferable, and non-exclusive licence to use the Application.

The User may not use the Application in any other way. In particular, the User is prohibited from using the Application for the benefit of third parties, whether for commercial or non-commercial purposes, free of charge or in return for payment, without prior written consent from Aldes.

The User must ensure that he or she complies with applicable laws and regulations when using the Application, including when downloading the Application and when importing and exporting his or her content into and from it.

The Application was designed by Aldes and is the sole property of Aldes. The Application was designed and functions in full independence from any public or administrative authority, including the OQUA (Observatory on the Quality of Indoor Air), the ADEME (French Agency for Energy Efficiency and Management), and the CSTB (Building Science and Technology Centre).

The Application is accessible to any natural person or legal entity. Whenever the Application is used by minors, the parents or legal guardians of the minors are liable for said use.

The Application can only be downloaded if the User agrees to send Aldes his or her email address. In this regard, Users are reminded that their personal data is governed by the Personal Data Protection Policy.

The Application can be downloaded from the Apple Store for iOS using an iTunes account, or from Google Play for Android using a Google account.

The Application is only accessible using a mobile device. Computers cannot be used to access it.

Users bear all communication costs resulting from their access and use of the Website and the Application. In this respect, the User should be aware that this use may result in costs; for information on this matter, the User should contact his or her mobile carrier.

If, for any reason whatsoever, the Application becomes temporarily or permanently unavailable, the Eligible Products can still be programmed using the control panel located on each Eligible Product.

The Application and the Application-Generated Content are made available to the User free of charge, for information purposes only and with no warranty whatsoever, including with regard to their reliability, accuracy, exhaustiveness, and permanent availability. As such, the User is advised to confirm the



Application-Generated Content using other technical means and measures performed by a professional.

Neither Aldes nor any other company of the Aldes Group can be held liable for any direct or indirect harm arising from or in relation to the use of the Application or the interpretation or use of the Application-Generated Content.

Use of the Internet

To access and use the Application and the Website, use of the internet is required. Users are responsible for ensuring that their internet connection is sufficient to access and use the Website and the Application. Furthermore, using the Application requires activation of certain features of the User's mobile telephone. If these features are not activated or present on the User's mobile phone, it is possible that the Application will not function as intended. In addition, Aldes cannot guarantee perfect compatibility of the Application with mobile telephones and cannot be held liable for malfunctions.

The User should be aware that the internet is an open network composed of an interconnected network of computer networks. The management of this network is not overseen by any central authority, and each individual portion of the network belongs to an independent public or private organization. As such, the User should be aware of the risks and limitations involved any time he or she connects to, sends information on, or browses the internet, as well as the necessary precautions to be taken.

Aldes cannot be held liable for issues with the User's internet connection or issues with the User's use of the internet. In particular, Aldes cannot be held liable for bugs, computer and mobile viruses, restrictions, interruptions, or lack of internet access directly or indirectly resulting in harm to the User of the Application and the Website. The above list is for illustration purposes and is not exhaustive.

Warranties

The Website and the Application are made available and accessible to the User with no warranty from Aldes whatsoever as to the accessibility and availability of the content.

Aldes does not guarantee that the information available on the Website or the Application are free from errors or inaccuracies, or that the server that makes it available is free from viruses or other dangerous code.

The User is solely liable for his or her use of the Website and the Application, and for the interpretation of the information consulted on the Website and the Application, and as such, indemnifies and holds harmless Aldes from and against any claims and cases tied to misuse of the Website or the Application.

Aldes does not guarantee that the Application can be downloaded on the User's mobile phone or any other mobile device.

Aldes would like to remind the User of the independent nature of its own services with regard to Third-Party Services, in terms of content, services, and presentation.

Aldes cannot be held liable for any disputes arising between the User and a Third Party. The publishers of Third-Party Services are solely liable for compliance with any and all applicable laws, particularly with regard to online and distance selling, consumer protection, false or misleading advertising, prices, and product conformity. Users must comply with the Terms of Use and/or Terms and Conditions of Sale of said Third Parties.

Contact



For all questions regarding these Terms of Use or the Personal Data Protection Policy, the User should contact to gdpr@aldes.com.

Governing Law – Disputes

These Terms of Use are exclusively governed by, and are to be construed in accordance with, the laws of France. Unless otherwise provided by law, the courts of the judicial district of the Court of Appeal of Lyon will have exclusive jurisdiction over any dispute arising in relation to the interpretation or performance hereof.

Final Provisions

If any term of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms will remain in valid and enforceable. Invalid or unenforceable terms will be replaced by valid terms that adhere to the intent, particularly the economic intent, expressed by the original terms held to be invalid or unenforceable.

Aldes' failure to avail itself of any term of these Terms of Use, or its decision to do so later than required, will not in any way constitute a waiver of Aldes' right to avail itself thereof at the time of its choosing.

Aldes is entitled to freely transfer these Terms of Use to any successor, particularly any person or entity to whom the Website or the Application is transferred or sold, without being required to inform the User of this transfer or sale.