

TERMS OF USE

Effective as of 3 July 2020

Delta Dore, a limited liability company (LLC), located at Le Vieux Chêne, 35270 Bonnemain, registered in the Commercial Register of Saint Malo under number 897 080 289 ("**Delta Dore**"), has developed and operates the Smarthome platform that allows users via the application and third-party applications to access and use remote control and remote monitoring services for their connected devices (windows, alarms, heating, cameras, etc.).

These terms of use (the "**ToU**") set out the terms and conditions under which the user may access and use these services.

1. DEFINITIONS

"Application" means the application developed and operated by Delta Dore which makes the services of the Smarthome platform available and allows users to use them.

"Connectivity solution" means any solution, in particular the Delta Dore box, that connects the devices to the Smarthome platform.

"Devices" means the devices connected to the Smarthome platform via a connectivity solution.

"Documentation" means the description of the technical prerequisites and technical conditions required for the use of the services.

"Platform" means the Smarthome Delta Dore platform developed and operated by Delta Dore used to make the services available to users and enable users to use them, such as the remote control and monitoring of one or more Devices, and third-party services via the Application, third-party applications or any other means.

"Privacy Policy" means the document defining the terms and conditions applicable to processing the user's personal data. The privacy policy is accessible by clicking on the following link: [\[link\]](#)

"Services" means all the services on the Platform described in the "*Services*" article excluding third party services, and accessible by the Application, third-party applications or any other means.

"Third party" means any legal person other than Delta Dore.

"Third-party Application" means applications developed and operated by third parties which makes the services of the Smarthome platform available and allows users to use them.

"Third-party Services" means Services provided by third parties made available on the Platform and accessible via the Application and third-party applications.

"User" means any natural major person, or minor person, under the responsibility of their legal representative, who has a user account opened via the Application used to use the Services or Services of third parties via the Application, third-party applications or any other means.

"User Account" means the account created by the user to which rights and obligations are attached which enable them to access the platform and the services that the platform makes available.

2. ACCEPTANCE AND AMENDMENT OF THE TERMS OF USE

Before using the Services, the User must read and accept these ToU. In no event may the User create a user account and/or use the Services without accepting these ToU.

Delta Dore may make changes to the ToU provided that these changes are notified to the User in advance by display on the Application, and/or by sending an email and/or display on our website. The amended version of the ToU shall become effective thirty (30) days from the notification. In the event of a non-substantial change to the ToU, the User's continued use of the Services shall be deemed to be the User's acceptance of the amended ToU.

In the event of a substantial change to the ToU, the User must accept the amended ToU within the thirty-day (30) period stated above to continue to use the Services. Otherwise either Party may automatically terminate these ToU, fifteen (15) days after sending an email or a letter with a request for acknowledgement of receipt to this effect.

3. DATE OF EFFECT AND DURATION

These Terms of Use (ToU) become effective from their acceptance by the User for an indefinite period.

The User may terminate these ToU by closing their User Account at any time in accordance with the provisions of Article 11 *"Suspension of Services and Termination"*.

If applicable, the price of the Services provided until the termination, even if not invoiced at this date, is due in full.

4. TECHNICAL PREREQUISITES

Before purchasing the Connectivity Solution, the User must have checked that the Services are compatible with their Devices.

On its website, <http://www.deltadore.fr>, Delta Dore provides information about the Devices and the brands whose devices are compatible with the Connectivity Solutions.

The User must also check that he has an adequate internet connection before purchasing the Connectivity Solution.

5. CREATING A USER ACCOUNT

The User has Devices and a Connectivity Solution and wishes to connect their Devices to the Platform in order to remotely monitor and control them and to be able benefit from the Services and Third-party Services.

To this end, the User must create a User Account and provide the accurate and up-to-date identification information requested in full. The User may be asked for their name, email address, identifier, password, date of birth, etc.

The User must create a password that is associated with the User Account. The password and the associated Connectivity Solution comprise the User's identifiers to access the Platform and to use the Services and the Third-party Services it offers. The User's identifiers are strictly personal and may not be communicated to a third party.

Only major persons may create a User Account. Any creation of a User Account by a minor User is under their legal representative's responsibility.

6. THE SERVICES

6.1 DESCRIPTION OF THE SERVICES

The Services allow the User to:

- Monitor and control the Devices remotely,
- Benefit from maintenance services,
- Benefit from alert services related to the use.

6.2 MAINTENANCE

Delta Dore provides maintenance services:

- To benefit from them, the User agrees that the data collected through the Services may be communicated to Delta Dore.
- Delta Dore will send the User a message when an update of the Connectivity Solution is required.

6.3 THIRD-PARTY SERVICES

The User can use the Third-party Services via the Application. These Third-party Services are subject to their own terms of use and Delta Dore is not responsible for the provision of these Third-party Services.

6.4 SERVICES AVAILABLE ON THE THIRD-PARTY APPLICATIONS

The User may use the Services via Third-party Applications. Delta Dore disclaims all liability in relation to the operation of third-party Applications.

6.5 OPERATION AND AVAILABILITY OF THE SERVICES

Delta Dore undertakes to make its best efforts to ensure that the Services operate in accordance with their technical documentation (operating instructions) and are available and operational.

In the event of a change in the Application and/or Services, Delta Dore will inform the User so that they can continue to use the updated Application and/or Services.

Delta Dore makes no undertaking that the Services will meet the User's specific needs.

Delta Dore reserves the right to occasionally and temporarily suspend the Services in the event of technical problems, test and/or maintenance operations and updates, with or without notice depending on the foreseeable nature of the event requiring a suspension. Delta Dore will inform you in the event of incidents or operations of this kind.

More generally, Delta Dore will inform you if a change of any kind is made.

7. INTELLECTUAL PROPERTY

The Application and the Platform are owned by Delta Dore or Delta Dore's licensors.

Delta Dore grants the User a limited, non-exclusive and revocable licence to use the Platform Application and Services for the purposes provided for in these ToU only. Under no circumstances may the User use the Application or the Platform for commercial purposes.

The licence granted under this article will remain in effect until the User or Delta Dore terminates the ToU.

All trademarks, logos and domain names contained in the Application and Platform are the exclusive property of Delta Dore or that of its licensors. The User has no right to use all or part of Delta Dore's trademarks, logos or domain names.

The licence provided for in this article does not allow the User to:

- sell, rent or sub-license, free-of-charge or for a fee, all or part of the Application, Platform or Services,
- bypass any technology used by Delta Dore, its licensors or any third party, designed to protect the Application, the Connectivity Solution, the Platform or the Services,
- delete or modify any intellectual property notice affixed to the Application, the Connectivity Solution, the Platform or the Services;
- decompile or disassemble all or part of the Application or the Platform or seek to obtain the source codes of them, unless such actions are necessary to obtain the information necessary for the interoperability of the Application and the Platform with other software, provided that such information cannot be obtained otherwise and that these actions are limited to the parts of the Application and Platform required for such interoperability. In this case, the User must first request the required information in writing from Delta Dore, which will have a period of thirty (30) calendar days to provide the User with the information necessary for the interoperability, the User refraining from any decompilation during this period. Any information obtained by decompilation or disassembly may only be used within the limits described in Article L. 122-6-1 IV of the Intellectual Property Code.

8. PERSONAL DATA

In order to use the Services, and to facilitate use of the Application by the User, Delta Dore collects and processes personal data on the basis of the performance of a contract.

Processing of the User's personal data is subject to the terms of the Privacy Policy, available by clicking on the following link: [\[lien\]](#)

In some cases, Delta Dore may use the services of Third Parties. It is understood that in such cases, the Third-party Applications and Third-party Services may have separate data policies. Delta Dore is not responsible for the Third Parties' privacy policies.

9. COOKIES AND OTHER TRACKERS

Delta Dore uses cookies and other trackers as specified in the privacy policy in articles regarding data and processing related to the use of Follow Analytics in the Tydom application, available by clicking on the following link: [\[link\]](#)

These trackers allow us to communicate with you through the application, to produce statistics regarding use of the application and to improve our services to facilitate your experience.

10. FINANCIAL TERMS

The Platform is constantly being developed and, therefore, new services made available on the Platform will be periodically offered to the User. As appropriate, these new services may be charged to the User.

11. LIABILITY

11.1 DISCLAIMER

Delta Dore shall not be liable for any damages resulting from:

- The use of Third-party Services,
- The use of Third-party Applications,
- The use of Services that do not comply with the ToU and the Documentation,
- The temporary suspension of the Services as provided for in the *“Availability of Services”* article.
- Malfunctions of the internet network, or
- The Users’ Devices.

11.2 LIMITATION OF DAMAGES

Should the legal conditions be met to establish Delta Dore’s liability for damage caused to the User, the amount payable by Delta Dore in compensatory damages may not exceed the amount paid by the User to access the services, if any.

This limitation shall not apply in the event of personal injury.

12. SUSPENSION OF THE SERVICES AND TERMINATION

Delta Dore reserves the right to suspend the Services in the event of a breach by the User of these ToU.

Delta Dore may automatically terminate the ToU thirty (30) days after the issuance of formal notice to the User that has remained without effect in the event of the User’s failure to comply with the obligations set out in the following articles:

- *“The Services”*,
- *“Intellectual property”*,
- *“Financial terms”*.

The User may terminate these ToU at any time by requesting the closure of their User account by sending an email to privacy@deltadore.com or by letter to the following address: Delta Dore – DPO – Le Vieux Chêne – 35270 BONNEMAIN

In the event of a serious breach of the obligations set out in the above articles, Delta Dore may automatically terminate the ToU without notice. As an example, infringement of the Application and/or the Platform are deemed to be serious breaches.

13. TRANSFER OF THE CONTRACT

The User hereby gives their consent to Delta Dore transferring the ToU to a third party. In this case, Delta Dore shall notify the User of the transfer thirty (30) days prior to it being effective.

14. WAIVER

Subject to the rules relating to limitation periods, the fact that Delta Dore does not exercise a right or remedy when it is entitled to do so, or only partially exercises it, or exercises it with irregularity or delay, may not be considered as having the effect of limiting the extent of this right or remedy, or as constituting a waiver of such a right or remedy or any other right or remedy.

15. NULLITY

It is agreed that the invalidity, unenforceability, inefficacy or inability to implement a provision of the ToU shall not affect the validity, enforceability, efficacy and implementation of its other provisions, which will continue to apply.

16. TITLES

The titles of articles of the ToU are given for reference and convenience only. They are not and shall not be taken into account in interpreting the ToU.

17. APPLICABLE LAW AND COURTS WITH JURISDICTION

These ToU are governed by French domestic law.

In the event of a dispute, the French courts shall have jurisdiction.