

November 2021

# Terms of Service

## DITRA-HEAT-E via Google Assistant service

These Terms of Service (“ToS”) apply to the control (“the Action”) of your DITRA-HEAT-E (the “Product”) manufactured by OJ Electronics A/S (“OJ Electronics”) as made available via the Google Assistant service (“Assistant Service”) on any supported Assistant-enabled device (“Assistant Device”).

You must accept terms and conditions from Google, including Assistant Service, Google Assistant application, and Google Home application (collectively the “Google Terms”) before using the Action. The Terms are not intended to replace any other agreement that may apply in connection with the Assistance Service, or any service of product provided by OJ electronics.

As you read through the Terms, please note that: “we” refers to OJ Electronics and “you” and “your” refers to the user being responsible for making use of the Action.

These ToS apply in addition to, and do not replace, any other terms that may apply to your use of the Product.

### 2. Eligibility

In order to be eligible to use the Action you must: (a) be a user of the Product; (b) subscribe to Assistant Service; (c) have an Assistant Device and an internet connection; and (d) enable and configure the Action on the Google Assistant Application or Google Home application (the “Google Applications”). If your circumstances change and you no longer satisfy all the eligibility requirements immediately above, you will no longer be eligible to use the Action and we may terminate your access to the Action without notice to you.

### 3. Action Features

The Action allows you to use the Assistant Device through the Assistant Service to access and control the Product. For example, the Action may allow you to adjust the set point for the temperature.

From time to time, OJ Electronics may add to, modify or delete the features or functionality available through the Action without notice to you. By linking the Action, you are authorizing OJ Electronics to share with Google the information requested from OJ Electronics and/or to perform the actions communicated to OJ Electronics. To provide better experience, Assistant Service may proactively fetch the status of your security devices and provide to Google.

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### 4. Your Communications

To use the Action, you will make commands and ask questions aloud to Assistant Service, and you will receive responses aloud from Assistant Service. Any communication to OJ Electronics via the Action will be treated by OJ Electronics as a communication authorized by you, and any communication from OJ Electronics via the Action in response to a request received from the Assistant Device will be treated by OJ Electronics as a communication to you. Google will turn your communications with OJ Electronics into an Assistant Service interaction (“Interaction”) which will then be retained and used by Google. The retention and use of the Interaction will be subject to the Google Terms and Google’s privacy policy. Consult your agreements with Google for further details. Your communications with OJ Electronics via the Action are also subject to OJ Electronics’ Privacy Policy.

We did not develop the Assistant Service or the Google Applications, nor did we manufacture the Assistant Device. It's possible that Assistant Service will not hear you correctly, will incorrectly translate what you said, or even say something to you different than what we asked it to say. By enabling the Action, you understand and agree that OJ Electronics is not responsible for inaccuracies in your communications and Interaction with OJ Electronics via the Action.

## 6. **Your rights and responsibilities**

You may use the Action for your own personal and non-commercial use only. We and our licensors own all proprietary rights in the Action. You do not have any right to the Action apart from the right to use the Action in accordance with the Terms. In particular, you understand and agree that: (i) you are not permitted to resell, copy, or distribute the Action or Google Applications for any commercial purposes or use the Action or Google Applications in any other manner inconsistent with the Terms; (ii) you are not permitted to duplicate, transfer, copy or distribute any part of the Action or Google Applications in any medium without our prior written authorization; (iii) you are not permitted to reverse engineer, alter or modify any part of the Action or Google Applications; and (iv) you will otherwise comply with the Terms.

You are responsible for all communications and Interaction with OJ Electronics via the Action and for anyone who uses the Action to manage your Account. To prevent unauthorized use, you must maintain the confidentiality of the passwords and/or other identification methods that you use to access the Action.

## 7. **Cost**

The Action is provided to you free of charge. However, you may incur data charges under your mobility or internet service plan associated with an internet connection when you enable, configure and/or use the Action.

## 8. **Changes**

We may make changes to or remove the Action at any time and we may update, make changes to or introduce new terms at any time without prior notice. By continuing to use the Action any after the introduction of any new or modified term(s) you agree to these changes. If you are not happy with any of these changes, you do not have to continue to use the Action.

## 9. **Disclaimer**

The Action is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the use of the Action.

## 10. **Other Details**

Except as expressly stated herein, the Terms constitute the entire agreement between you and OJ Electronics with respect to the Action. If any of these terms cannot be enforced by any court or other authority, we will delete the offending term from the Terms, and it will not affect the remainder of these terms.

OJ Electronics can be contacted:

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Effective date: 25<sup>th</sup> of November 2021