

## USER TERMS FOR THE NVE App

(Latest update April/2019)

### 1. NV EMBEDDED® APP

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- 1.1 Upon downloading the product from Google Play / App Store, you enter into a license agreement on the use of this mobile application ("App") with WindowMaster International A/S, Skelstedet 13, DK-2950 Vedbæk, Denmark ("WindowMaster"), according to these user terms for NVE App.

### 2. USE OF THE APP

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- 2.1 Note that use of the App requires that your equipment, e.g. a smartphone or tablet, has an Internet connection and that the building where it will be used has an NV Embedded® solution with cloud function installed.
- 2.2 When you download the App, WindowMaster gives you, for an unlimited time, free, non-exclusive access to use the App on a smartphone or tablet located on your property or in your possession. This right may not be transferred to a third party.
- 2.3 The right to use does NOT include sharing the App for simultaneous use on several devices in a network. You are not allowed to copy or distribute the App or in any other way make the App available to a third party, including renting, letting, lending or sub-licensing the App. You are not entitled to change the App's programming code or any part of it, perform reverse engineering, decompilation, disassembly or in other way try to determine the source code or create products based on the App.

The above terms also apply to all updates/upgrades of the App and program extensions made available by WindowMaster for download via Google Play / App Store if they are not the object of a separate license agreement. In this case, it is only the terms of the effective license agreements for the update/upgrade or program extension in question that apply. WindowMaster reserves all rights to the product.

- 2.4 The prerequisite for use of the App is your authorised registration as a user in an NV Embedded® system. Your username and password are personal and may not be transferred, resold, passed on or in any other way redistributed.

### 3. DATA PROCESSING

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- 3.1 WindowMaster is data controller and collects, registers, stores and processes only the following personal data in connection with your use of the App: Usernames, email addresses, passwords, events and settings of components made by you.
- 3.2 WindowMaster will not disclose personal data about you or your use of the App without your prior acceptance, unless WindowMaster is obligated to do so by law or court order.
- 3.3 All settings of components and measurement data are anonymised and used for data analysis and product development, including of NV Embedded® system. WindowMaster uses the (non-identifying)

data and system events that are uploaded using NV Embedded® for the purposes including but not limited to (i) assisting you with specific adaptations of NV Embedded® and/or the solution, (ii) extracting statistics and analyses with a view to optimising your/the Customer's use of NV Embedded® and/or the solution, and (iii) improving and developing NVE and/or the solution.

- 3.4 Read about the handling of personal data and the registered individuals' rights in the personal data policy [[windowmaster.com/privacy-policy](http://windowmaster.com/privacy-policy)].

#### **4. LIABILITY**

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- 4.1 WindowMaster will not be liable for any damage or deterioration of comfort arising due to improper use of the App.
- 4.2 WindowMaster is liable according to the general rules of Danish law, and WindowMaster will never be liable for (i) indirect loss or consequential damages, (ii) damages, loss or omissions as a result of force majeure, or (iii) damages that you could have insured yourself against in connection with your use of the App.
- 4.3 WindowMaster shall not be liable for damages as a result of errors in the parts and/or services delivered by a third party, such as electric companies, telecommunications companies, Internet providers etc., or problems with signal transmission derived from such parts or services in connection with the use of the App. Furthermore, WindowMaster is not able to detect such errors and therefore cannot notify you of the errors.
- 4.4 WindowMaster shall not be liable for damage to electronic equipment such as smartphones, tablets, PCs, etc. on which the App is downloaded, installed and used.
- 4.5 WindowMaster's liability is limited in any event to a maximum of DKK 100,000. If you believe you have a claim against WindowMaster, you should immediately notify WindowMaster thereof via [Info.dk@windowmaster.com](mailto:Info.dk@windowmaster.com).

#### **5. SECURITY**

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- 5.1 If you suspect that others have gained access to your user account without your permission, you should immediately contact your local Administrator, who can block your account and send you new login information.

#### **6. TERMINATING USE**

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- 6.1 You can delete the App on your equipment, e.g. a smartphone or tablet and thereby terminate use indefinitely.

**7. VENUE AND GOVERNING LAW**

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- 7.1 The Terms are governed by and interpreted according to Danish law, without regard for Danish rules concerning conflict of laws to the extent such rules would result in a governing law other than Danish law.
- 7.2 Any dispute arising in connection with the Terms and which cannot be settled amicably shall be brought before the Court in Lyngby, Lyngby Hovedgade 96, DK-2800 Kgs. Lyngby, Denmark.

**8. MISCELLANEOUS**

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- 8.1 Should any individual stipulations or elements of the contract become inapplicable, it shall not affect the applicability of the other stipulations and elements of the contract.
- 8.2 In case of problems while using the App, you can contact WindowMaster in the following manner:  
[support.nv-embedded@windowmaster.com](mailto:support.nv-embedded@windowmaster.com).