

General terms and conditions of use - TUYA

THERMOR is a brand name of GROUPE ATLANTIC.

The use of the TUYA application ("the Application") is governed by these general terms and conditions of use. Any individual or entity ("the User") who accesses the Application and its content for any reason is automatically, fully and unreservedly bound by these terms and conditions. Simply navigating in or using the Application implies full acceptance of these terms and conditions.

GROUPE ATLANTIC, which provides the Application, reserves the right to change these terms and conditions of use at any time at its sole discretion, without notice. Any changes to these terms and conditions will come into effect when they are put on line.

Access to the Application may be interrupted, suspended or changed at any time without notice for maintenance or any other reason. The User undertakes not to claim any compensation following any interruption or suspension or change to these terms and conditions.

Protecting your privacy and personal data is also one of our key concerns.

These terms and conditions also describe the information that GROUPE ATLANTIC collects and hosts, and explain what use is made of the information collected as a result of the use of the Application.

Responsible Publisher

In accordance with these general terms and conditions, this Application is provided by:

Atlantic Société Française de Développement Thermique

Register of Trade and Companies: RCS La Roche Sur Yon 562 053 173

44 boulevard des Etats-Unis, 85 000 La Roche Sur Yon, France

Hereafter referred to as "GROUPE ATLANTIC"

GROUPE ATLANTIC is also the personal data controller and defines for what purpose and how your personal data are used.

Vigilance and personal safety

IN ORDER TO PROTECT YOUR IDENTITY IN THE APPLICATION, GROUPE ATLANTIC STRONGLY RECOMMENDS THAT YOU KEEP YOUR PASSWORD COMPLETELY CONFIDENTIAL AND USE A PASSWORD THAT IS DIFFICULT TO GUESS (FOR EXAMPLE, A PASSWORD THAT CONTAINS BOTH LETTERS AND NUMBERS AND IS NOT SIMILAR TO YOUR USER NAME IN ANY WAY). GROUPE ATLANTIC WILL NEVER CONTACT YOU TO ASK YOU FOR YOUR PASSWORD.

Your responsibilities, declarations, agreements and consent

Each User of the Application:

- undertakes to comply with these general terms and conditions and the laws and regulations in force during his or her use of the Application,
- is fully responsible for checking the information that he or she gives on the Application,
- is fully responsible for the direct or indirect consequences, of any nature, of the use of the Application.

Each User holds GROUPE ATLANTIC harmless from all and any complaints, claims, actions and/or demands to which GROUPE ATLANTIC might be subject due to the breach of any one of the provisions of these general

terms and conditions and undertakes to indemnify GROUPE ATLANTIC against any loss that it might suffer and to pay all costs, expenses and/or penalties that it might incur as a result, including its legal fees.

The User is hereby informed and accepts that, in the event of the breach of any one of the provisions of these general terms and condition or infringement of the laws and regulations in force, GROUPE ATLANTIC reserves the right to:

- suspend or terminate the User's access to the Application,
- take all appropriate measures and bring any legal action,
- if applicable, alert the competent authorities, cooperate with them and provide them with all information relevant to identifying and punishing illegal or illicit activities,
 - delete his or her TUYA account if the User leaves the home to which the account is linked.

Prohibited actions and behaviour

Accessing or attempting to access another User's account is prohibited. Similarly, opening a TUYA account for a home that you do not occupy is prohibited, insofar as you would access third-party personal data.

Using the Application in a way that infringes the laws and regulations in force, particularly copyright, trademarks, trade secrets or any other intellectual property right belonging to GROUPE ATLANTIC or third parties or that breaches the privacy (including personal data) or any other personal right of a third party, is prohibited.

Breaching or attempting to breach the security of the Application, testing the technical vulnerability of the Application or attempting to disrupt access to the Application or the services offered in the Application, is prohibited.

Using software intended to change the appearance of the Application is prohibited.

Rights, commitments, guarantees and responsibilities of the Company

GROUPE ATLANTIC strives to provide information that is as accurate as possible on the Application. However, it cannot be held responsible for omissions, inaccuracies and shortcomings of the Application.

All of the information given on the Application is for guidance only, and is subject to change. Furthermore, the information given on the Application is not exhaustive. It is given subject to any changes made since it was put on line.

GROUPE ATLANTIC takes no responsibility for the direct or indirect consequences, of any nature, of the use of the Application. In particular, it is hereby specified that consumption data is estimated only. GROUPE ATLANTIC cannot be held responsible for any inaccuracy of these estimates.

GROUPE ATLANTIC takes no responsibility regarding any costs incurred for using the Application (Internet connection, telephone expenses, etc.).

GROUPE ATLANTIC reserves the right, without notice and at its sole discretion, to close, ban, change or delete the account of one or more Users and to limit and/or prohibit access to the Application by one or more Users.

GROUPE ATLANTIC does not guarantee that the Application is completely effective or secure and takes no responsibility regarding any damage, loss or any other consequence caused by problems relating to the effectiveness or security of the Application. GROUPE ATLANTIC takes no responsibility regarding any problem or reason attributable or not attributable to GROUPE ATLANTIC that makes navigating in the Application difficult, fully or partially prevents access to the Application or enables one or more ill-intentioned Users to access the personal information or account(s) of one or more Users.

Intellectual Property

The marks, logos and signs of the Application are protected by the French Intellectual Property Code and more particularly by copyright.

The sale, modification, reproduction, copying, distribution or any other use of the content of the Application for public or commercial purposes is prohibited without GROUPE ATLANTIC's express permission.

The use of the content of the Application on another web site or Intranet for any purpose or reason is prohibited without GROUPE ATLANTIC's prior written permission.

Privacy and confidentiality

What personal data is collected?

In order to provide our services to you, we will ask you to provide necessary Personal Data that is required to provide those services. If you do not provide your Personal Data, we may not be able to provide you with our products or services.

1. Information You Voluntarily Provide Us

1. **Registered Account Data:** When you register an account with us, we may collect your name and contact details, such as your email address, phone number, username, and login credentials. During your interaction with our Products, we may further collect your nickname, profile picture, country code, language preference or time zone information into your account.
2. **Non-registered Account:** If you do not want to provide your account data when you start to use any of the Services, you may use the App without logging in or creating an account, namely the "Try Now" mode, and you may still use certain Services, such as searching and browsing any features on the App by creating a guest ID. When you are using the "Try Now" mode, we will not collect Personal Data related to your account. Collection and use of the Personal Data collected here will be limited to: the time of entering the App, operating system of your mobile phone, and the purposes you have authorized in using the additional functions of the App and/or the Smart Devices. For instance, if you enable the location setting in the "Try Now" mode, the location data will be uploaded for supporting the function. Once you exit from the "Try Now" mode, we will remove your data instantly and permanently.
3. **Feedback:** When using feedback and suggestion features in our Products, we will collect your email address, mobile phone number and your feedback content to address your problems and solve device failures on a timely basis.

Information based on additional functions:

In order to offer you with more convenient and higher-quality Services with optimized user experiences, we may collect and use certain information if you consent to use additional functions in the App. Please note, if you do not provide such information, you may continue to use basic Services of the App and connected Smart Devices, but certain features based on these additional functions may not be available. These additional functions may include:

1. Additional functions based on location information:

When you enable the location-based functions through permission settings on your mobile device, we will collect and process your location information to enable these functions, such as pairing with your Smart Devices. Also, we may collect information about your: a) real-time and precise location, for instance when you choose to use the automation scenarios for controlling your Smart Devices, or b) non-precise geo-location when you use certain Smart Devices or the Services, such as robot cleaner and weather service.

Based on your consent, when you enable the geo-fence feature, your location information will be generated and shared with Google Maps services. Please note that Google has corresponding data protection measures, which you may refer to Google's Data Processing and Security Terms for more details.

You may disable the collection and use of your location information by changing your mobile device settings, upon which we will cease to collect and use your location information.

2. Additional services for accessing and uploading pictures/videos based on photo albums (picture library/video library):

You can use this function to upload your photos/pictures/videos after turning on the photo album permission, so as to realize functions such as changing the avatar, reporting device usage problems by providing photo proofs, etc. When you use the photos and other functions, we will not recognize this information; but when you report a device usage problem, we may use the photos/pictures you upload to locate your problem.

You may opt-out the using of photo album permission.

3. Additional services related to microphone-based service:

You can use the microphone to send voice information after turning on the microphone permission, such as shooting videos, waking up the voice assistant, etc. For these functions, we will collect your voice information to recognize your command. Please be aware that even if you have agreed to enable the microphone permission, we will only obtain voice information through the microphone when you voluntarily activate the microphone in the App.

You may opt-out the using of microphone permission.

4. Additional services based on storage permission (Android):

The purpose is to ensure the stable operation of the App by utilizing the storage permission. After you give or indicate the permission to read/write your mobile device's storage, we will access pictures, files, crash log information and other necessary information from your mobile device's storage to provide you with functions, such as information publications, or record the crash log information locally.

You may opt-out the using of storage permission.

5. Additional services based on Notification permission:

The reason why we ask you for the permission is to send you notifications about using the Smart Devices or Services, especially if you have purchased security services and you require an alert or message so that you can capture the real-time status.

You may opt-out the using of App notifications.

6. Additional services based on Alert Window permission :

You may choose to bind a camera in the App and require the App to display the real-time image of the camera in a separate window.

You may opt-out the using of alert window information.

7. Additional services based on Bluetooth permission:

You can enable Bluetooth functions after turning on the permission, including controlling the Smart Devices, acquiring status of, discovering and configuring Smart Devices. In these functions, we will communicate with Smart Devices via Bluetooth. Please be aware that even if you have agreed to enable the Bluetooth permission, we will only use Bluetooth for communication in these scenarios: display device status on the home page and Smart Device panel; perform device control on the home page and Smart Device panel; discovering Smart Devices on the home page and the add device page, Smart Device distribution network.

You may opt-out the using of Bluetooth.

Please note that if you turn on any permission, you authorize us to collect and use relevant personal information to provide you with corresponding Services. Once you turn off any permission, we will take it as

canceling the authorization, and we will no longer continue to collect Personal Data based on the corresponding permissions, and the related functions may be terminated. However, your decision to turn off the permission will not affect the previous collection and use of information based on your authorization.

2. Information We Collect Automatically

1. **Mobile Device Information:** When you interact with our Services, in order to provide and maintain the normal operation of our Services, to improve and optimize our Services, and to protect your account security as well, we automatically collect mobile device information, such as mobile device model number, IP address, wireless connection information, the type and version of the operating system, application version number, push notification identifier, log files, and mobile network information. Meanwhile, we will collect your software version number. In order to ensure the security of the operating environment or to provide services, we will collect information about the installed mobile applications and other software you use.
2. **Usage Data:** During your interaction with our websites and Services, we automatically collect usage data relating to visits, clicks, downloads, messages sent/received, and other usage of our websites and Services.
3. **Log Information:** When you use the App, in order to improve your user experience, the system and exception log may be uploaded, including your IP address, language preference setting, operating system version, date or time of access, so that we can facilitate and accurately identify problems and help you solve them in timely manner.

Please note that we cannot identify a specific individual by using device information or log information alone. However, if these types of non-personal information, combined with other information, may be used to identify a specific individual, such information will be treated as Personal Data. Unless we have obtained your consent or unless otherwise provided by data protection laws and regulations, we will aggregate or desensitize such information.

3. Smart Devices Related Information:

1. **Basic Information of Smart Devices:** When you connect your Smart Devices with the Services, we may collect basic information about your Smart Devices such as device name, device ID, online status, activation time, firmware version, and upgrade information.
2. **Information collected during the process of connecting to a Smart Device:** Based on the type of Smart Device you need to connect, the basic information collected includes : Wi-Fi information, device MAC address, etc.
3. **Information Reported by Smart Devices:** Depending on the different Smart Devices you elect to connect with our Products or Services, we may collect different information reported by your Smart Devices. For example, for an thermal comfort system, the collected data are : the setpoint Temperature, the measured temperature, the mode, the power consumption, the programming settings, the product identification state, the open window detection activation state, the working state.

What are your rights over your personal data?

As a user of the TUYA services, you have the right:

- to request that the processed data concerning you is erased from our files. If you exercise your right to be forgotten, and you have access to a customer area on a web site, this access will then be suspended as your login will be erased from our files. We cannot erase your data while you have an order outstanding or a dispute exists between you and us or, more generally, while we need your data to perform a contract or fulfil one of our obligations.
- to object to the collection and processing of data concerning you when they are not strictly necessary.
- to access the data collected concerning you and receive them in a commonly used machine-readable format.
- to obtain the rectification of the data concerning you.

- to request restriction of the processing of the data concerning you - for example by refusing any use for canvassing purposes.

These rights can be exercised by contacting us:

- By email: dpo@groupe-atlantic.com
- By post (with a copy of your identification document if you are exercising your rights) at the following address:

GROUPE ATLANTIC

A l'attention du délégué à la protection des données (DPO)

44 boulevard des Etats-Unis

85000 La Roche-sur-Yon

FRANCE

You also have the right to lodge a complaint with a supervisory authority and seek a judicial remedy, particularly if no action has been taken on your requests to exercise your rights within a period of one month after they were made.

How long do we retain your data for?

The personal data in your profile will be retained until the TUYA account is deleted. After deletion of the account, we only store the operating information from the products that have been paired with the TUYA bridge, known as technical information.

The technical information is anonymised and retained indefinitely in order to (i) ensure continuity of service when an account is created again using the number of the TUYA bridge and (ii) enable us to improve the operation of our devices.

Where do we store your personal data?

The processing of personal data by GROUPE ATLANTIC takes place in data centres hosted in the Republic of China

What are our obligations regarding your personal data?

GROUPE ATLANTIC takes all reasonable measures necessary to protect the personal (or potentially personal) data processed against unauthorised access, use, modification or destruction.

We have undertakings relating to the security of our services and have put in place physical, administrative and technical measures aimed at preventing unauthorised access to your data. Our security policies cover security management for internal operations and our services. These policies govern all areas of security applicable to the services and apply to all GROUPE ATLANTIC employees, as well as our service providers and subcontractors who need to have access to this data.

If we establish that your data has been misappropriated or otherwise acquired erroneously by a third party, we will inform both you as soon as possible.

How is the information used?

We only use your personal data for the purposes of running your TUYA account. We undertake never to sell them without your agreement.

With your consent when you create your account, we can use your email address to tell you about our offers, give you information about new features and products, ask for your opinion or simply keep you abreast of news and offers from GROUPE ATLANTIC brands. We can also send you information about Atlantic and Thermor products or the TUYA application (new functions, tutorials, etc.).

If you no longer wish to receive this information, you can withdraw your consent by going to your personal TUYA area.

The other technical information relating in particular to your devices' settings are used for analysis purposes, to improve our devices and the TUYA application, and to offer you innovative new services.

GROUPE ATLANTIC thus processes your personal data on the following legal bases:

- (i) when you have given us your consent for us to process your personal data, or
- (ii) due to the legitimate interest that GROUPE ATLANTIC has in processing your personal data (if GROUPE ATLANTIC has an interest in processing your data that is justified, proportionate and does not interfere with your privacy) or
- (iii) as part of the processing of personal data that is mandatory pursuant to legislation.

Jurisdiction

These terms and conditions of use are governed, interpreted and applied in accordance with French law.

The French courts of the district in which the Company's head office is located have sole jurisdiction to hear any dispute relating to these terms and conditions of use, including but not limited to their validity, interpretation, performance and/or termination and the consequences thereof.

ATLANTIC SOCIETE FRANCAISE DE DEVELOPPEMENT THERMIQUE (SFDT)

Limited Company with Executive and Supervisory Boards

With share capital of 14,024,622.50 euros

Head office: 44 boulevard des Etats-Unis, 85 000 La Roche Sur Yon, France

Register of Trade and Companies: La Roche-sur-Yon 562 053 173

Telephone number: + 33 (0)2 51 44 34 34

Chairman of the Executive Board: Pierre-Louis François

Chief Executive Officer: Yves Lepelletier

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Host

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