TERMS OF SERVICE FOR THE MYKOBOLD APP

Date: 10.06.2020

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1. INCLUSION OF THE TERMS OF SERVICE

1.1 Vorwerk International & Co KmG Verenastrasse 39, 8832 Wollerau, Switzerland (“Vorwerk”), provides the User with the “MyKobold” App in accordance with these Terms of Service. There is no entitlement to use the App. The User may only utilize the App in accordance with these Terms.

1.2 The Terms of Service are retrievable at any time in the App under “More” / “Legal Information” / “Terms of Service”.

2. AVAILABILITY

2.1 The App is available exclusively through the official App Stores, Google Play Store for Android and the Apple App Store for iOS. Vorwerk explicitly points out that Google Play Store and Apple App Store are the only sales channels authorised by Vorwerk. Vorwerk can only guarantee that the uploaded files originate from Vorwerk for these reference partners.

2.2 The App is generally provided free of charge for the User. However, the use of the App requires a functional and compatible mobile device of the User. In addition, certain functions and services require wireless or mobile Internet access. The User is solely responsible for providing the mobile device and internet access. Vorwerk points out that due to the use of the data, the use of the App can incur fees from the Internet access provider.

2.3 Vorwerk endeavours to ensure that the App can be used without interruption as continuously as possible. However, the availability of the App and/or the functions and associated services can be limited for reasons of force majeure including strike, lockout or official orders, or due to technical and other measures. The availability of the App or the associated services can therefore only be guaranteed within the framework of the technical and operational possibilities of Vorwerk.

3. USE OF THE APP

3.1 In principle, the App can be used without registration. However, unlimited use of the functions and services of the App requires a one-time registration and the associated creation of a User account. A valid email address is required for this registration. During the registration process a verification code is sent, which the User must enter into the App to confirm the email address.

3.2 Vorwerk reserves the right to delete a User account if it has not been activated within six months.

3.3 Use is only permitted if the User is legally of age and has unlimited legal capacity.

3.4 Content of the App:

3.4.1 The App is used for communication between the User and Vorwerk and offers additional services linked to the Vorwerk product world. The User can find details on the functions and services provided

in the Product Description. The User is advised that (i) it is not possible to purchase Vorwerk products directly via the App, (ii) Vorwerk products are only sold directly by the respective regional Vorwerk companies or independent distributors, and (iii) the Vorwerk products can be used independently of the App.

With the help of the App, the User can receive information on certain Vorwerk devices, communicate with Vorwerk and customer service, arrange appointments, manage reminders, etc.

3.4.2 At the request of the User certain functions of current robot vacuum cleaner (e.g. VR200 and VR300) can also be used via the App. The prerequisite for the use of these services is that the User adds a compatible robot vacuum cleaner to the User account.

4. USER OBLIGATIONS

4.1 The email address provided during the registration process must be valid. If the User provides further contact information, the same applies. The profile data can be viewed via the App and updated by the User himself or herself.

4.2 The User undertakes to keep the access data secret and protect it against unauthorized use by third parties. In addition, the User is responsible for all activities that occur and content transmitted within the framework of his or her account. The User is obliged to inform Vorwerk immediately of any unauthorised use of his or her account.

4.3 The User is obliged not to use illegal or infringing content or to make it accessible in any other form. This includes, in particular, any form of insulting, defamatory, discriminating, inhuman, racist, anti-constitutional, sexist, violence-glorifying or pornographic content.

4.4 The User is obliged not to collect or harvest any information or data from the App or Vorwerk's systems or attempt to decipher any transmissions to or from the servers running the App, including, without limitation, by using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather the App content or reproduce or circumvent the navigational structure or presentation of the App without Vorwerk's prior written consent.

5. RIGHT OF USE

5.1 The App and its contents are protected under copyright law. Vorwerk grants the User a non-exclusive, non-transferable, non-sublicensable and revocable right to use the App for the purposes permitted under this Agreement.

5.2 Limitation of use:

5.2.1 The User may only use the App for his or her own, non-commercial purposes and only within the scope permitted under this agreement.

5.2.2 In particular, the User is not authorised (i) to circumvent the limitation of the App; (ii) to hack or modify the App; (iii) to use the App for a purpose that is illegal or prohibited under these Terms of Service, or to use the App in a way that damages, switches off, overloads or impairs the underlying infrastructure of the App offered by Vorwerk.

6. CHANGES OF THE APP AND TERMINATION OF USE

6.1 The User can delete his or her User account at any time and only by himself or herself in the settings under “My Profile” and end the use of the App by deleting the App from his or her mobile device.

6.2 Vorwerk reserves the right to continue the use of the App while weighing up the User's interests against the interests of Vorwerk,

6.2.1 to change or end the functional scope of the App in whole or in part;

6.2.2 to transfer the use of the functions of the App to a follow-up application;

6.2.3 to restrict access to certain functions or to block the User's account for the App if the User violates these Terms of Service. In such cases, the User shall be informed of his or her misconduct and will be given the opportunity to refrain from such misconduct within a reasonable period of time.

Vorwerk shall inform the User in a timely manner, at least four weeks before, of the intended change or discontinuation of the App or services, via the deposited email address or the App, unless the circumstances justify a different procedure.

7. LIABILITY

7.1 All liability on the part of Vorwerk, in particular with regard to any claims for damages and claims by the User from compensation for wasted expenditure, shall be determined solely according to the provisions of this clause, regardless of the legal nature of the asserted claim.

7.1.1 Vorwerk shall be liable in accordance with the statutory provisions of the local Product Liability Law and for intent and gross negligence in the case of claims and in the event of loss or damage resulting from injury to life, body or health as a result of a breach of duty on the part of Vorwerk.

7.1.2 In cases of minor negligence, Vorwerk shall only be liable in the event of a breach of a significant contractual obligation (“cardinal duty”). A cardinal duty within the meaning of this clause is a duty that must be fulfilled to enable the contract to be executed and on the fulfilment of which the contractual parties must therefore regularly be able to rely on.

7.1.3 In the case of clause 4.2, Vorwerk shall not be liable for lack of economic success, loss of profits or indirect loss or damage.

7.2 The aforementioned limitations of liability shall also apply respectively to the benefit of the employees, vicarious agents and representatives of Vorwerk.

7.3 Any liability of Vorwerk for agreed warranties and for claims based on applicable statutory regulations on product liability remains unaffected.

8. WARRANTY AND GUARANTEE

8.1 The contents that are published by Vorwerk in the App are compiled with utmost diligence.

8.1.1 However, Vorwerk assumes no guarantee for the availability of the App and for the correctness, completeness, reliability, timeliness and serviceability of the content it makes available in the App.

8.1.2 The App is provided 'as is' and, to the extent permitted by applicable law, Vorwerk and its' employees, agents, representatives, licensors, third party providers and affiliates, exclude all representations or warranties of any kind, express or implied including, but not limited to, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. Any reliance on or use of the App shall be at your sole risk.

8.2 The User is entitled to statutory guarantee and warranty rights applicable in his country of residence, which may apply.

9. TRADEMARK AND COPYRIGHT

Vorwerk or the Vorwerk Group is the owner or licensee of all intellectual property rights to the contents of this App. Unauthorised use of the content may violate applicable copyright, trademark or other intellectual property laws or other laws. Vorwerk reserves the right to initiate legal steps against the User due to violation of such rights.

10. DATA PROTECTION AND DATA SECURITY

Information on the processing of personal data can be found in the Privacy Policy. It can be viewed at any time via the App under “More / Data Protection”.

11. AMENDMENT OF THE TERMS OF SERVICE

11.1 Vorwerk reserves the right to amend and update these Terms of Service. The User receives a notification within the App with the possibility to review the updated Terms of Service prior to agreeing to it.

12. APPLICABLE LAW

Swiss law shall apply to all disputes arising from or due to these Terms and Conditions of Service. The UN Convention on the International Sale of Goods shall be excluded. In respect of consumers, this choice of law shall only apply to the extent that it does not deprive the consumer of the protections afforded to him by the mandatory consumer protection laws of the country in which he or she is ordinarily resident.

13. PLACE OF JURISDICTION

13.1 Place of jurisdiction for all claims arising from the business relationship with merchants is Höfe/SZ, Switzerland.

13.2 If the User is a consumer the laws of the State he or she habitually resides in will apply to any claim, cause of action, or dispute he or she has against Vorwerk that arises out of or relates to these Terms ("claim"), and the User may resolve his or her claim in any competent court in that State that has jurisdiction over the claim.

14. MISCELLANEOUS

14.1 The contractual language is the local language.

14.2 The contract text is not saved.

14.3 Vorwerk is not subject to any code of conduct.

15. SEVERABILITY CLAUSE

If any provision of these Terms of Service is held to be unenforceable for any reason, the invalid provision shall be replaced with the legal regulations and laws that come closest to the economic purpose of the invalid provision. The remaining provisions of these Terms of Service shall not be affected.