Danfoss Ally™
End User License Agreement and Disclaimer

By downloading and installing or using the Danfoss Ally™ App (hereinafter the Application) stated above on your device you accept this Agreement and terms below. If you cannot accept this Agreement no license is granted, you are not entitled to use the Application and the Application must be uninstalled and all copies deleted.

1. License

This end user license agreement and disclaimer ("Agreement") is entered into between Danfoss A/S or its Affiliates (each of which is referred to as "Danfoss") and you as an end user ("You" or "User"). In this Agreement "Affiliate" shall mean an entity directly or indirectly controlled by Danfoss A/S whether by shares or voting rights.

Upon acceptance of this Agreement Danfoss grants You a limited, non-exclusive, non-transferable, royalty-free, worldwide license ("License") to install and use the Danfoss Ally™ smart heating system*, Danfoss ("Application"), for User's own use on any device that User owns or controls. The License is granted subject to User's compliance with the terms of this Agreement.

* = Danfoss Ally™ smart heating system consists presently of Danfoss Ally™ App, Danfoss Ally™ Gateway, Danfoss Ally™ Radiator Thermostat, Danfoss Icon™ Master, Danfoss Icon™ ZigBee Module and Danfoss Icon™ ZigBee Repeater.

2. Intended purpose

The Application is intended to be used by you as a private person to deliver the Applications services to you and to execute your instructions through the Application and to improve default settings and enhance the performance of the Application in general. In addition, Danfoss may process other types of personal data provided by the individual applicants in various free text fields on a voluntary basis.

3. Use of (personal) data

By your registration and use of Danfoss Ally™ smart heating system – you provide your data including personal data to Danfoss A/S, Nordborgvej 81, DK-6430 Nordborg, Denmark, being the parent company of the Danfoss Group. Danfoss A/S is the Data Controller for the processing of personal data in respect of Danfoss Ally™ smart heating system.
In this regard, Danfoss may process your (personal) data of the following data categories

    a)   Data you provide us with related to your input:

       - Account or Profile Data: When you register an account with us, we may collect your name and contact details, such as your email address, phone number, user name, 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.

- 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.

- Network diagnosis: When you decide to share network diagnosis log with Danfoss please be aware that you share email address, IP addresses, App Code, Carrier name, etc. Please find Danfoss contact information under ally.danfoss.com site.

b) Data required to fulfil the Intended Purpose (see 2.):

- Device Information: When you interact with our Product, we automatically collect device information, such as the MAC address of your devices, IP address, wireless connection information, operating system type and version, application version number, push notification identifier, log files and mobile network information.

- Usage Data: During your interaction with our Sites and Services, we automatically collect usage data relating to visits, clicks, downloads, messages sent/received, and other usage of our Sites and Services.

- Log Information: When you use our app, the system and exception log may be processed

- Location Information: We may collect information about your real-time precise or non-precise geo-location when you use our specific Products or Services.

- Basic Information of Smart Devices: When you connect your Smart Devices with our Products or 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.

- 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.

The processing of the personal data is lawful because it is either (i) necessary for the performance this Agreement or prior to entering into this Agreement and/or (ii) necessary for the purpose of the legitimate interest pursued by Danfoss which is not overridden by your interests or fundamental rights of privacy and freedom and/or (iii) necessary for compliance with a legal obligation to which Danfoss is subject.

Danfoss processes your Personal Data for the minimum period necessary for the Intended Purpose, unless there is a specific legal requirement for us to keep the data for a longer retention period. We determine the appropriate retention period based on the amount, nature, and sensitivity of your Personal Data. After the retention period ends, your Personal Data will be deleted. When we are unable to do so for technical reasons, we will ensure that appropriate measures are in place to prevent any further processing of your Personal Data.

Your rights concerning personal data can be executed through respective functionality in the Danfoss Ally™ App including requests for data deletion.

For further information about how Danfoss processes your personal data and your data privacy rights please refer to the [Danfoss Privacy Policy](#).

4. Proprietary Rights

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The Application may include certain third party software components ("Third Party Components") including open source and free software components, each of which has its own copyright and its own license conditions ("Third Party License"). A list of included Software Components and their respective licenses can be found in clause 11.

To the extent any Third Party License grants the User rights to use, copy or modify the Open Source Component that are broader or narrower than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions granted in this Agreement solely for such Third Party Components.

6. Disclaimer of Warranty

The Application is provided on an "as is" and "as available" basis for the intended purposes as determined by Danfoss only and any use hereof is at User's sole risk. The Application and results and information generated thereby cannot substitute technical advice but must be verified by the User, they are not promises and should not be relied on as accurate data or analyses. You acknowledge that the Application and the service, including the remote access, are not error-free nor 100% reliable and may not be 100% available.

DANFOSS DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING THE APPLICATION AND CONNECTED SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. DANFOSS DOES NOT WARRANT THAT THE APPLICATION WILL MEET YOUR

REQUIREMENTS OR THAT THE OPERATION HEREOF WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE REMEDIED.

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TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DANFOSS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF SAVINGS OR PROFITS, HEATING COSTS, OR LOSS OF DATA ARISING OUT OF ANY USE OF THE APPLICATION. THIS LIMITATION SHALL ALSO APPLY FOR ANY PRODUCT LIABILITY.

8. Modification, Termination and suspension of services
The License shall automatically terminate upon User's breach of any of the terms of this Agreement. Danfoss may furthermore terminate the License at its sole discretion without prior notice. Danfoss reserves the right, at any time and without notice, to modify, suspend or discontinue the Application and any related services. The Application and the related service is free of charge, and Danfoss are not liable to you for any loss or inconvenience such modification, termination, suspension of discontinuance may inflict upon you or any third parties.

9. Customer support and complaint
Please visit our Danfoss Ally™ site ally.danfoss.com where you will find our frequently asked questions about Danfoss Ally™ smart heating system. If you have additional questions, then you will also find contact information to our local support hotlines.

If we fail to find a satisfactory solution, you can, if the conditions are met, lodge a complaint with the local European Consumer Centre. You may also use the European Commission online dispute resolution here for your complaint. This portal can be relevant when living in another EU-country - http://ec.europa.eu/odr.

10. Governing Law and Venue
To the extent permitted by law, this Agreement is subject to and governed by Danish Law, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts in Denmark.

11. Third Party Components licenses

NAME	LICENSE	Has it been modified
CocoaAsyncSocket	BSD License	No
DACircularProgress	MIT Licensed	No
dsBridge	MIT Licensed	No
EZAudio	MIT Licensed	No
FLAnimatedImage	MIT Licensed	No
HMSegmentedControl	MIT Licensed	No
IQKeyboardManager	MIT Licensed	No
KSCrash	MIT Licensed	No
libextobjc	MIT Licensed	No
lottie-ios	Apache v2.0	No

NAME	LICENSE	Has it been modified
Masonry	MIT Licensed	No
MBProgressHUD	MIT Licensed	No
MJRefresh	MIT Licensed	No
MMKV	BSD 3-Clause License	No
MQTTClient	EPL-1.0	No
NJKWebViewProgress	MIT Licensed	No
OpenSSL-Universal	Apache v2.0	No
Reachability	BSD 2-Clause License	No
SDVersion	MIT Licensed	No
SDWebImage	MIT Licensed	No
SQLCipher	MIT Licensed	No
SSZipArchive	MIT Licensed	No
UICKeyChainStore	MIT Licensed	No
YYModel	MIT Licensed	No
TZImagePickerController	MIT Licensed	No
react-native	MIT Licensed	YES
FFMPeg	LGPLv2.1	No

1 September 2020

Danfoss A/S
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Nordborgvej 81
6430 Nordborg
Denmark

Danfoss Ally™
End User License Agreement and Disclaimer

By downloading and installing or using the Danfoss Ally™ (hereinafter the Application) stated above in combination with "Voice Control Systems" (Amazon Alexa, Google Assistance, etc.) on your device you accept this Agreement and terms below. If you cannot accept this Agreement no license is granted, you are not entitled to use the Application in combination with Voice Control Systems and the Application must be uninstalled and all copies deleted.

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Upon acceptance of this Agreement Danfoss grants You a limited, non-exclusive, non-transferable, royalty-free, worldwide license ("License") to install and use the Danfoss Ally™ smart heating system*, Danfoss ("Application") and to use the Danfoss Skill for Voice Control Systems ("the Skill"), for User's own use on any Voice Control Systems device that User owns or controls. The License is granted subject to User's compliance with the terms of this Agreement.

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This Agreement does not in any way establish a legal relationship between Danfoss and Voice Control Systems companies, and Danfoss is not responsible or liable for any Voice Control Systems product or service, and Voice Control Systems companies are not responsible or liable for any Danfoss product or service.

The Skill is available free of charge and it is up to you to use it, and it only add further user-functionality to your Danfoss Ally™ smart heating system. The Skill is not in any way essential or critical for the functionality or your use of your Danfoss Ally™ smart heating system.

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4. Voice Control systems and disclaimer
By enabling the Skill, you are hereby informed that Danfoss collects, uses, registers and stores temporary room setpoints (not scheduled setpoint), current room temperatures and room names. Such information is used by Danfoss to deliver the Skill services to you and to execute your instructions through the Skill and to improve default settings and enhance the performance of the Skill in general. For the handling of personal information please refer to clause 3 above and see the link to Danfoss's privacy policy.

Be aware that Voice Control Systems may also register information, including possible personal information, when you use Voice Control Systems product or service from Voice Control Systems companies and the Skill. Such information is however handled by the respective Voice Control Systems product or service, and Voice Control Systems company (e.g. Ama-zon/Google and regulated by Amazons/Googles privacy policies etc., as the case may be) and such use of information is of no concern of Danfoss. Danfoss does not exchange user related data with Voice Control Systems companies (e.g. Amazon/Google, as the case may be) except as activated by you and to respond to your interaction with the Danfoss thermostats through the Voice Control Systems product or service from the respective Voice Control Systems com-pany.

When using and naming thermostats, room names, etc. in Danfoss software (e.g. Danfoss Ally™ smart heating products) Danfoss strongly advises you to refrain from using information that could identify you or your household (including postal address). Should you ignore this advice you are sole responsible for such personal information, and Danfoss does

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To the extent any Third Party License grants the User rights to use, copy or modify the Open Source Component that are broader or narrower than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions granted in this Agreement solely for such Third Party Components.

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9. Modification, Termination and suspension of services

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If we fail to find a satisfactory solution, you can, if the conditions are met, lodge a complaint with the local European Consumer Centre. You may also use the European Commission online dispute resolution here for your complaint. This portal can be relevant when living in another EU-country - http://ec.europa.eu/odr.

11. Governing Law and Venue

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12. Third Party Components licenses

NAME	LICENSE	Has it been modified
CocoaAsyncSocket	BSD License	No
DACircularProgress	MIT Licensed	No
dsBridge	MIT Licensed	No
EZAudio	MIT Licensed	No
FLAnimatedImage	MIT Licensed	No
HMSegmentedControl	MIT Licensed	No
IQKeyboardManager	MIT Licensed	No
KSCrash	MIT Licensed	No
libextobjc	MIT Licensed	No
lottie-ios	Apache v2.0	No
Masonry	MIT Licensed	No
MBProgressHUD	MIT Licensed	No
MJRefresh	MIT Licensed	No

NAME	LICENSE	Has it been modified
MMKV	BSD 3-Clause License	No
MQTTClient	EPL-1.0	No
NJKWebViewProgress	MIT Licensed	No
OpenSSL-Universal	Apache v2.0	No
Reachability	BSD 2-Clause License	No
SDVersion	MIT Licensed	No
SDWebImage	MIT Licensed	No
SQLCipher	MIT Licensed	No
SSZipArchive	MIT Licensed	No
UICKeyChainStore	MIT Licensed	No
YYModel	MIT Licensed	No
TZImagePickerController	MIT Licensed	No
react-native	MIT Licensed	YES
FFMPeg	LGPLv2.1	No

1 September 2020

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