

Valid in Egypt with effect from 02/09/2019



## INTRODUCTION

LiveIn2, this is **the simplest remote control there is** – the one that's always within easy reach!

The LiveIn2 solution consists of a **box** and a dedicated **mobile app**.

**Whether you're at home or on the move**, the LiveIn2 app lets you control your home's devices **with a smartphone or tablet** and **customize your installation** according to your needs.

Compatible with



## USE

The LiveIn2 solution Multiples possibilities for controlling



### EQUIPMENTS

At home or on the move, control your devices directly or with customized groups. .  
*Ex: "I created a dedicated group to centralize the control of the shutters of my rooms"*



### SCENARIOS

Create a sequence of orders on several devices you can perform using the app but also using a dedicated central control point, a scenario transmitter.  
*Ex: "In one click, I close my shutters and turn off my lights when I leave"*



### CLOCKS

Automate your devices or scenarios based on pre-determined times :  
*Ex: "I do not care about my shutters anymore; they open and close at the chosen times for the weekdays and the weekend "*



### SENSORS and IF-THEN\*

The addition of the BHz exterior sun sensor enables to create conditions for automating shutters depending on the level of sunlight.  
*Ex: "In summer it is convenient, my shutters close automatically as soon as the sun hits the facade; on the contrary, during winter, I open them to enjoy the warmth of the sun"*



\*Conditional scenario IF-THEN

## INSTALL

### ✓ Requirements for installation – To install and use LiveIn2, you need :



HAVE A COMPATIBLE  
MOBILE DEVICE



ANDROID (MINIMUM ANDROID 5.0)  
IOS (MINIMUM IOS 9)



WITH WIFI OR 3G / 4G INTERNET ACCESS



HAVE AN INTERNET  
BOX AT HOME

AVEC PORT ETHERNET RJ45



HAVE COMPATIBLE  
EQUIPMENT

simu-<sup>B</sup>Hz<sup>®</sup>  
technology

simu-<sup>H</sup>Hz<sup>®</sup>  
technology

### ✓ Start-up steps:

1. Connect the LiveIn2 box to the power supply and the Internet box / ADSL modem using the power cable and Ethernet cable provided.
2. Download the free LiveIn2 application available on the PlayStore or AppStore.
3. From the application homepage, click on “new installation”, then “create an account”. Fill in the information for your account and accept the legal conditions for use submitted to you for agreement to activate the LiveIn2 service.
4. All you need to do now is configure and personalise the LiveIn2 application interface: let the application guide you or use the installation and user manual and the video support tutorials available online at [www.livein.simu.com/eg](http://www.livein.simu.com/eg)

*Please note that your LiveIn2 reseller-installer may have pre-configured the equipment in your installation using the “no account” install mode available on the LiveIn2 application..*

### ✓ Precaution for start-up and use:

**It is the Administrator’s responsibility to ensure that the setting and the use he makes home automation services complies with the specific laws and regulations.**

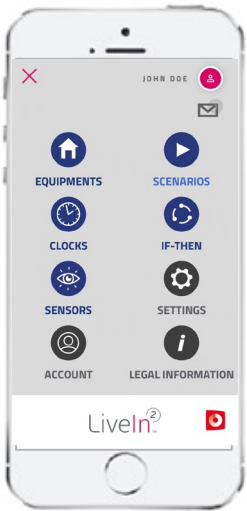
LiveIn2 home automation services, **notably when used without user visibility and without feedback especially in the context of Simu-Hz compatible equipment**, require extra caution on the part of the Administrator, User and occupant to prevent any material consequences, intangible, and tangible (e.g. burglary, fire, flood in the habitat). Simu therefore recommends that :

- Scenarios and automatic devices are configured so that they do not present any risk for the occupants of the home and taking into account the surroundings of the home and any specific situation relating to each of the occupants (e.g., limited mobility persons, young children, pets)
- Periodic testing (at least monthly) by the User, of the proper functioning of the Equipment connected to the Services are carried out,
- The regular maintenance and verification of the Equipment and its configuration are carried out.

It is the Administrator's responsibility in particular to take all necessary steps to personally ensure that precautions are taken whenever use of these services could be made by a minor, by any other member of his household or any others third authorized Users.



**LiveIn2  
box**



**LiveIn2  
features**

## TECHNICAL AND FUNCTIONAL CHARACTERISTICS

### ✓ LiveIn2 box

Operating temperature	0°C - 50°C, max. 85% RH
Product class	II
Index protection rating	IP20
Power supply	5 V DC cons. < 0.8 A via power adaptor
Size	151 x 142 x 60 mm.
Consumption in normal operation	5V continuous 800mA
Radio frequency	- 868-870 MHz SIMU-BHz two-way, tri-band - 433.420 MHz SIMU-Hz
Radio range	200 meters in open field 20 meters trough 2 reinforced concrete walls

### ✓ LiveIn2 Service \*

LiveIn2 dedicated application included	Android/IOS
Compatible equipment	Radio simu-BHz and simu-Hz List of compatible equipments on <a href="http://livein.simu.com">livein.simu.com</a>
Remote control of equipment (individually/per groups)	X <i>(recommended** : 30 Hz/ 30 BHz/20 groups)</i>
Feature scenario (per app or per scenario transmitter***)	X <i>(recommended** : 30 on app/ 10 transmitters)</i>
Feature clock	Fixed schedule: presence simulation Cosmic time: dusk, twilight <i>(recommended** : 30)</i>
Features sensors*** and if-then****	X <i>(recommended** : 20 sensors/ 20 if-then)</i>
Included access to automatic updates	X

\*\* No commitment to a specific duration for using services. Access to the SIMU Services for LiveIn2 is subject to your acceptance of our Terms and Conditions of Services and this sales documentation. These documents a Ces documents, accessibles pour information sur le site internet [www.livein.simu.com/eg](http://www.livein.simu.com/eg), sont soumis à l'approbation de l'utilisateur lors de la souscription à ces services.

\*\*For a smooth operation of the LiveIn2 interface and installation, we recommend limiting the functions even though it is possible to save more.

\*\*\*Features available only by adding "satellite" products (eg scenario transmitter / sensor ..) according to the upcoming availability of these satellites

\*\*\*\*Conditional scenario IF-THEN

**ANNEX 1 –CONTACTS AND SUPPORT****Application designer:**

SIMU SAS, Simplified joint-stock company, with capital stock of 5.000.000 euros, registered at the Vesoul Register of Commerce as no. 303 970 230, the head office of which is located at ZI Les Giranaux BP71, Arc-les-Gray, 70103 GRAY, France.

**Provider of services associated with LiveIn2 :**

SOMFY Egypt, 70 Al Thawra Street, 6th floor, 74301, Heliopolis, Cairo, Egypt

**Contact and Claims relating to LiveIn2 Services :**

Contact an authorized LiveIn2 partner for Egypt:

**- SMART SHUTTER FOR SECURITY SYSTEMS**

9 Ahmed Mekhamer  
El Nozha El Gededa, Cairo, Egypt  
Telephone: [+20 2 26207508](tel:+20226207508) / 01227902873  
E-mail: [smartshutter@yahoo.com](mailto:smartshutter@yahoo.com)  
[www.smartshutter.co](http://www.smartshutter.co)

**- DOMEKO SHUTTER**

El-Nozha, City 22 Omarat Al Saudeya, Egypt  
Telephone: [+20 121 115 5309](tel:+201211155309) / 01222172292  
E-mail: [domeco\\_motors@yahoo.com](mailto:domeco_motors@yahoo.com)  
[www.domecoshutter.com](http://www.domecoshutter.com)

**All infos available on**  
**[www.livein.simu.com/eg](http://www.livein.simu.com/eg)**

## **General Terms and Conditions of services for remote-controlled automation Systems - SIMU**

**These General Terms and Conditions of Service apply between the User and the entity designated by SIMU responsible for the country in which the Equipment is used to access the Services installed. (List attached in Annex 1).**

**Subscription to any of SIMU's Services for remote-controlled automation Systems, entails the acceptance of these Terms & Conditions of Service, as well as the specific conditions related to each SIMU product and/or service in use, and, if applicable, of the relevant Sales Documentation. Therefore, we kindly request that you carefully read these documents, provided when subscribing to your SIMU Services. These documents are also available on the SIMU website.**

### **1- Definitions**

**Administrator:** A User who has subscribed to the Services and who is authorized to configure them for his/her/their own use as well as for the use of other Users.

**Privacy Policy:** Terms and conditions under which the User's personal and/or identifiable information will be collected and processed during the subscription to the Services and/or use of the services, as well as their execution, SIMU's related commitments, as well as the User's rights in this capacity.

**General Terms and Conditions of Service:** these General terms and conditions of service applicable to all Services provided by SIMU.

**Specific Terms and Conditions:** Specific terms and conditions applicable to the Services provided by SIMU, based on the Equipment and services subscribed by the Administrator.

**Contract:** Service contract entered into between SIMU and the Administrator for the Services subscribed to by him/her, and composed of these General Terms and Conditions of Services, the Specific Terms and Conditions (including any relevant sales documentation of contractual nature), if any, and the Privacy Policy.

**Equipment:** All connected equipment for which the Services are provided, whether this equipment is compatible SIMU-brand equipment, or compatible third-party equipment.

**Login credentials:** Login ID and password, and/or any other access codes and names enabling the Administrator or the User to log in and use the Services.

**Software:** Computer programs and/or applications and/or add-ons, embedded in the SIMU Equipment (excluding third-party Equipment), and/or installed on the user's/administrator's computer and required for the provision of the Services.

**Services:** All services provided by SIMU, as further detailed in the commercial documentation of the Equipment, and used to configure, monitor, control, and use the Equipment, including without limitation the use of the Software and any Additional Services subscribed by the User.

**Additional Services:** Services provided by SIMU in the form of paid options that may be subscribed to by the Administrator.

**SIMU :** An entity with whom the Administrator enters into Contract and corresponding to the entity named in Annex 1, established in the governing country in which the Equipment used to access the Services is installed, in accordance with Annex 1.

**User:** Any individual or legal entity, private or business, person using the Services under the control and responsibility of the Administrator, who hereby represents and ensures compliance by any User with the terms and conditions of the Contract, as indicated in Section 10 a).

## **2- Effective date of the Contract and start of Services and withdrawal right implications)**

### a. Effective date of the Contract and start of Services

The Contract shall take effect from the confirmation by the Administrator of his/her subscription to the Services.

By ticking the boxes provided for this purpose prior to confirming the subscription to the Services, the Administrator thereby acknowledges having read and agreed to the Contract without reservation and the parties are considered to have entered into the Contract. The signed Contract is communicated to the Administrator in PDF format for the purpose of conservation and archiving at the time of his/her subscription to the Services. SIMU and the Administrator agree that the signature of the Contract (including signature of each of the General Terms and Conditions and Specific Terms and Conditions) by a simple electronic signature should have the same effect as a hard copy contract signed by hand.

Any amendment of the Contract subsequent to its being entered into shall be brought to the attention of the Administrator and shall be subject to the acceptance procedure referred to in the notification thereof.

**The Services shall commence following the first use of the Services by the Administrator. The Administrator hereby may grants his/her approval for an immediate start of the Services, thus he/she may not be entitled to exercise any right of withdrawal associated with the purchase of Additional Services.**

**\*For additional information on withdrawal right, please refer to the specific notice below in section 2 b.**

### b. Notice regarding the withdrawal right and implications

The Administrator has the right to withdraw from the Contract within fourteen days from its conclusion without giving any reason. In order to exercise the right of withdrawal, the Administrator must inform SIMU of his/her decision to withdraw from this Contract by an unequivocal statement (e.g., a letter sent by post, fax or email). The Administrator can, but is not required to, use the model withdrawal form included below for this purpose. To meet the withdrawal deadline, it is sufficient that the Administrator sends the notification regarding the exercise of the right of withdrawal before the withdrawal period has expired. If the Administrator withdraws from this Contract, SIMU will refund to the customer all payments that SIMU has received from the Administrator without delay and fees for such reimbursement, using the same means of payment as the consumer used for the initial transaction, and within fourteen days from the day on which SIMU receives the notification of withdrawal of this Contract, at the latest.

Exception to the withdrawal right: the Administrator cannot cancel his order if the performance of the Services has started upon the request of the Administrator and with the acknowledgement that he thereby loses his right of withdrawal.

### ***Model Withdrawal Form***

The Administrator can use the following form and send it to SIMU, if s/he wishes to withdraw from the Contract:

To SIMU (local entity), email: [email address], [telephone number]

I/we (\*) hereby withdraw from the contract concluded by me/us (\*) regarding the purchase of the following services (\*):

Ordered on (\*) / available on (\*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for notification on paper)

Date

(\*) Please delete as appropriate.

### **3- Access to the Services**

#### **a. Technical requirements**

- **Compatibility**

It is hereby reminded that the use of the Services is subject to the fact that the Equipment operates using a communication protocol compatible with the Services. The compatibility of each piece of Equipment in this respect is specified in its sales documentation.

- **Installation**

The Administrator is responsible for the proper installation of compatible devices and/or equipment and/or computers, and proper use of the Services. The Equipment must be installed, configured, used, and maintained in accordance with the instructions for installation, use, and maintenance provided when the Equipment is purchased. In the event of an Equipment malfunction, the Administrator is asked to refer to the terms of sale and warranty granted by the seller when purchasing the Equipment.

- **Internet Access**

The use of the Services requires a permanent Internet connection through a modem or compatible Internet box. Thus, the Administrator is asked to make sure that the Equipment is installed in a geographic area enabling an Internet connection, that its modem or box is compatible and that it has a current Internet subscription for the full duration of the Services.

The installation and configuring of the box/modem shall be carried out under the Administrator's sole responsibility.

- **Computer equipment**

The Administrator is responsible for checking the compatibility of the configuration of his/her technical and computer equipment (e.g., software, operating system) with the Services and Equipment. In case of doubt, the Administrator may seek the advice of his/her Equipment seller.

- **Bluetooth Feature**

If the Equipment uses Bluetooth, the Administrator shall check the compatibility of the terminal concerned as described in more detail in the applicable Specific Terms and Conditions or in the Equipment user instructions.

- **Access to telephone service (remote control feature)**

When the remote-control feature is offered, its use shall be subject to a telephone service that is kept in effect, under the Administrator's sole responsibility.

- **Valid email address (if need be)**

When subscribing to the Services, the Administrator may be asked to provide SIMU with a valid email address. The Administrator hereby acknowledges and agrees that the provided email address will be used to receive any essential or important information and/or documentation that may be sent to this email address throughout the duration of the Services in order to register to the Services, operate the Services, provide notices and/or properly operate, particularly in the event of a technical intervention by SIMU or the suspension of the Services pursuant to Section 6. Consequently, it is up to the Administrator to regularly check his/her incoming messages and to immediately inform SIMU of any change in his/her email address throughout the performance of the Contract.

Delivery of an email is in theory almost immediate. However, a delay may occur, for reasons beyond SIMU's control, such as related to the nature of the Internet network used or the frequency of which the administrator checks his email messages or his configuration settings of his email service. Except in the event of failure or negligence on SIMU's part, SIMU shall under no circumstances be held liable for said delay or failure to receive an essential email in a timely manner.

#### **b. Login credentials and identification**

When configuring the Services, the Administrator is asked to create his/her login credentials. In this regard, he/she must select a strong password and to change it regularly. The Administrator shall be solely responsible for the choice, use, and communication to other Users of his/her Login credentials.

SIMU does not have the technical resources for verifying the identity of the persons using the Services with the Administrator's Login credentials. The Administrator is advised to keep its Login credentials discrete and safe.

In the event of the loss, theft, unauthorised use or risk of such use of his/her Login credentials, it shall be up to the Administrator to change them immediately. The Administrator may, if he/she so desires, contact the customer service designated by SIMU, which may help him/her change his/her Login credentials or inform him/her of the procedure to follow.

After being alerted by the Administrator, or for security reasons, SIMU hereby reserves the right to disable the Login credentials, and, where applicable, the access to the Services. SIMU shall inform the Administrator by email to the address provided by him/her when subscribing to the Services (or subsequently, in the event of an email address change) of the measures taken as well as those to be taken in order to re-establish the Login credentials and the Services where applicable.

#### **c. Moving and/or transfer of the Equipment**

In the event of a move, disposal or transfer of the Equipment, and regardless if such disposal or transfer is for a financial consideration or not, the Administrator is asked to inform the customer service designated by SIMU as indicated in Appendix 1.

In the event of moving or transferring of the Equipment, the Administrator will not need to subscribe to the Services again, and the Contract shall remain in full effect. The Administrator shall be solely responsible for reconfiguring the Equipment and computer, technical, and telecommunications hardware required for the use of the Services.



In the event of the disposal or transfer of the Equipment, the Contract shall be terminated, without notice, court order or other legal proceedings, as of the date of the disposal or transfer of the Equipment and the new owner of the Equipment must, in order to be able to use the Services himself, subscribe to the Services by concluding a new Contract, and providing any elements needed to provide proof of the disposal or transfer of the Equipment, as well as the contact information of the former Administrator. The change in Login credentials shall be effective starting from the receipt of the confirmation email from SIMU, sent to the new owner of the Equipment at the email address provided by him/her when subscribing to the Services.

#### **4- Use of the Services**

The Administrator and the Users, acting under the Administrator's responsibility, hereby agree to use the Services in accordance with the Contract, in particular with regard to its technical terms and conditions and usage restrictions.

The Services shall be used in accordance with their normal intent and for lawful purposes, in compliance with individual rights and obligations (in particular privacy laws) and public order. Users are hereby prohibited from hindering, falsifying the operation of, and fraudulently importing data into the automated processing systems belonging to SIMU and/or which may be used as part of the provision of the Services.

The Services may not be resold or used for commercial purposes.

Furthermore, it shall be up to the Administrator to personally oversee the precautions to be taken during any use of the Services by a minor, by another member of his/her household, or authorized third parties (the Administrator must make sure that the confidentiality of the Login credentials is maintained by each User).

#### **5- Contract Duration**

Unless provided otherwise in the Specific Terms and Conditions, the Contract is entered into for an indeterminate duration.

#### **6- Contract Suspension**

In the event the Services are used negligently in breach of the Contract or in violation of applicable law, SIMU hereby reserves the right to suspend the Contract and therefore the use of the Services, without prejudice to its other rights. The suspension shall take effect if the breach has not been remedied within a period of 72 business hours after a notice was sent to the Administrator by registered letter with acknowledgement of receipt requested or by email to the address provided by him/her when subscribing to the Services (or subsequently, in the event of an email address change).

If the suspension is due to legitimate, urgent reasons linked to the security of the SIMU systems, to its interests or to those of third parties and/or the Users, the suspension may occur without advance notice, with SIMU hereby agreeing, however, to inform the Administrator within 72 hours following this suspension by registered letter with acknowledgement of receipt requested, with delivery confirmation or by email to the address provided by him/her when subscribing to the Services (or subsequently, in the event of an email address change).

The right of suspension under this clause is separate from right to terminate under section 7-b) related to termination of the Contract, and suspension of the Contract is not a pre-condition to right of termination under section 7-b).

## **7- Termination**

Unless provided otherwise in the Specific Terms and Conditions, the Contract may be terminated at any time, without court order or other legal proceedings, subject to complying with the advance notice period specified below. During the notice period, the Contract shall remain in full force.

If the Administrator has concluded multiple Contracts, the termination is hereby understood to be Contract by Contract.

Furthermore, if the Administrator has subscribed to Additional Services, the Contract may be subject to termination for the Additional Services concerned and in accordance with the Specific Terms and Conditions related thereto.

### **a. Termination by the Administrator**

Unless stipulated otherwise in the Specific Terms and Conditions, the Contract may be terminated by the Administrator, at any time and without a reason, unilaterally and without court order or other legal proceedings, by registered letter with acknowledgement of receipt requested or by email sent to the customer service designated by SIMU. The termination shall be effective on the last day of the calendar month in which SIMU receives the registered letter with acknowledgement of receipt requested (with the delivery confirmation serving as evidence) or the email.

The Administrator shall receive confirmation by email sent to the address provided by him/her when subscribing to the Services (or subsequently, in the event of an email address change), informing him/her of the termination's effective date.

### **b. Termination by SIMU**

The Contract may be terminated at any time, without notice, court order or other legal proceedings, by SIMU unilaterally in the event of a breach of the contractual terms or of a violation of current regulations. The following may result in a termination for breach: identity theft, false declarations made during the subscription to or execution of the Contract, or misuse contrary to the terms of the Contract or harming the SIMU systems, or infringement of others persons' rights or any other unlawful activity by the Administrator or on his behalf in using SIMU'S Services.

Unless provided otherwise in the Specific Terms and Conditions, SIMU hereby reserves the right to ordinarily terminate the Contract unilaterally and without court order or other legal proceedings, for legitimate reasons, such as the discontinuation of a Service offering, subject to a notice period of 3 (three) months.

In both cases, SIMU shall inform the Administrator by registered letter with acknowledgement of receipt requested or by email to the address provided by him/her when subscribing to the Services (or subsequently, in the event of an email address change).

SIMU may terminate the contract without recourse to suspension of contract under section 6.

### **c. Consequences of termination**

In the event of a termination of this Contract, SIMU hereby agrees to delete all data stored on its servers, particularly data regarding the scenarios programmed by the User, as well as data regarding the subscription of Services by the Administrator within a reasonable time after termination of the Contract.

## **8- Subscription and Payment for Additional Services**

The Administrator may subscribe to Additional Services, the billing amount and frequency of which shall be specified in the corresponding Specific Terms and Conditions.

Any missed or late payment shall result in the sending of an email to the address provided by him/her when subscribing to the Services (or subsequently, in the event of an email address change) in which the Administrator will be asked to make a payment for his/her subscription. In the event of payment default, without prejudice to its other rights, SIMU shall have the option of suspending the use of the Additional Services until the full payment of the corresponding price.

## **9- Access and Security**

SIMU shall make its best efforts to provide access to the Services but cannot guarantee uninterrupted access to the service, in particular in case of an event beyond its control, such as incidents and outages on the telecommunications networks and/or electricity.

While SIMU makes its best efforts to implement security solutions, SIMU cannot guarantee the absence of any risk of unauthorized intrusion, hacking of data or contamination by computer viruses. The Administrator is thus asked to refer to the precautions to be taken in section 10(a) below.

These provisions are hereby understood to be without prejudice to the application of Section 10b below as well as the statutory and commercial warranties specific to the Equipment as indicated in the terms of sale and warranty granted by the seller of the Equipment.

## **10- Responsibilities**

### **a. Responsibilities of the Administrator and the User**

The Administrator represents and ensures compliance by any User with the terms and conditions of the Contract.

The Administrator shall be responsible for the proper installation of the Equipment and the use of the Services in accordance with the Contract.

In particular, the Administrator may create and define automatic configuration scenarios for the Equipment (e.g., shutters, blinds). The Administrator shall make sure that these scenarios do not threaten the safety of persons or property or pets. It shall be up to the Administrator to verify or have verified the compliance of his/her installation and use of the Equipment and Services with regard to current standards and regulations.

The Administrator shall be solely responsible to communicate and inform users of the Services, of any update, notice or notification that he/she receives from SIMU, by any means.

It shall be up to any user to implement the necessary means in order to protect the confidentiality of his/her personal information. In this regard, the User shall make sure that the computer equipment used to access the Services is protected against contamination by viruses and/or against unauthorised intrusions.

Furthermore, the use of the Service requires additional precautions on the part of the User and persons occupying or visiting his/her residence and or authorised third parties, in order to prevent the risks of damage, particularly the risk of burglary, fire, or flood in the residence.

These additional precautions consist, in particular, of:

- Periodic testing (at least monthly) by the User, of the proper functioning of the Equipment connected to the Services,
- Configuring scenarios that do not present any risk for the occupants of the residence, taking into account the residence's surroundings and any particular situation specific to each occupant (e.g., limited mobility persons, young children, pets),
- The regular maintenance and verification of the Equipment in accordance with the directions contained in the Equipment's instructions of use.

The customer service designated by SIMU is available to Users in order to advise them and put them in touch with qualified professionals in order to take the above-mentioned extra precautions.

#### **b. SIMU's responsibility**

SIMU shall be responsible for the proper implementation of its obligations under the Contract, in compliance with current legislation and standards.

To avoid misunderstandings, these limitations shall not apply in case of damages caused by fraudulent acts, gross negligence or wilful misconduct of SIMU, or any other liability that cannot be excluded under the applicable law (include product liability legal rules if any).

Subject to the foregoing, SIMU's statutory liability for damages shall be limited as follows:

- (i) SIMU shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the Contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the Contract, the breach of which endangers the purpose of the Contract and on the fulfilment of which the Administrator regularly relies);
- (ii) SIMU shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

**SIMU may not be held responsible for the harmful consequences resulting from the following cases:**

- **Non-compliance by the User with the instructions regarding installation, start of Services (including the connection and configuration of the Equipment), use, and maintenance of the Equipment and Services (e.g., improper configuration of the computer or telecommunications equipment used to access the Services or improper programming of the operating scenarios for the connected Equipment),**
- **Disruptions in the internet or telephony connection or the radio environment of the Equipment (presence of a radio screen resulting from electrical devices or constraints in the residence's surroundings), in the residence's telecommunications or electrical networks, and/or disruptions to the bluetooth feature,**
- **The combined use of the Services with connected computer equipment that is incompatible and/or non-compliant with current standards,**

- **Computer intrusions, hacking, cyber breaches or attacks that are not due to a security defect of SIMU's own systems and/or equipment,**
- **Accidents or natural disasters affecting the Services, electrical networks, telecommunications networks (e.g., power surge, lightning, storms, flooding or moisture, fire, etc.) and any force majeure events (events beyond the control of the Parties),**
- **And, more generally, any interruptions or malfunctions of the Services which are not attributable to SIMU.**

**Unless there are mandatory legal provisions to the contrary, SIMU may not be held responsible for the harmful consequences to the extent resulting from non-compliance with the additional precautions that must be taken by the User, and as detailed in Paragraph a) of this Article, in particular for damages related to any burglary, fire, flood, or explosion.**

#### **c. Force majeure (event beyond the control of the Parties)**

Neither of the Parties to the Contract shall be held liable for the non-performance of all or part of its obligations if the non-performance is due to a force majeure event..

In case of a force majeure event, the obligations of this Contract affected by said event shall be suspended throughout its duration.

Nevertheless, if the force majeure event extends beyond thirty (30) consecutive days, each party may rightfully terminate the Contract, without court order or other legal proceedings, by notifying this decision by registered letter with acknowledgement of receipt requested or by email to the other Party, without this termination entitling either Party to any compensation whatsoever.

The termination shall take effect within a maximum period of fifteen (15) days from the date of despatch of this notification by registered letter or email. For the purposes of the foregoing, a force majeure event may constitute, in accordance with the applicable law, fire, flood, any act of God, explosion, riot, insurrection, or other civil disorder, war (declared or not), hostilities, invasion, act of foreign enemies, rebellion, terrorism, revolution, riot commotion, disorder any natural catastrophe such as an earthquake, hurricane, typhoon or volcanic activity or any strike, lockout or other industrial action by persons other than the workforce or individual employees of the User.

#### **11- Maintenance or technical upgrades required for the quality of the Services**

On an occasional basis, and for maintenance purpose or to resolve technical problems, SIMU may temporarily suspend access to the Services.

SIMU may also be required to make updates which may include maintenance, corrections, tests, bug fixes or changes made to the features of the Services.

## **12- Changes to the Services**

To learn more about the possibility to change the subscribed Services, the Administrator may refer to the applicable sales documentation or contact the customer service designated by SIMU.

If the Administrator adds or removes an Additional Service, the change shall be effective at the latest on the first day of the month following the change request, unless provided otherwise in the Specific Terms and Conditions of the Additional Services.

## **13- Intellectual Property**

The Services and Software provided by SIMU for the use of the Equipment may contain software and source codes that are protected by intellectual property rights.

SIMU shall retain full ownership over the intellectual property rights attached to the Services and to the Software, and the User is hereby prohibited from directly or indirectly infringing upon said intellectual property rights. All rights not expressly granted under this Contract shall remain reserved by SIMU.

To the extent permitted by the law, any reproduction, representation, modification, translation, or decompiling, for any purpose, of all or part of the Software and/or Services is hereby prohibited.

The User shall be granted, subject to the acceptance of and compliance with all of the terms of the Contract, a non-exclusive, personal and non-transferable right to use the Services and Software, for the sole purpose of using the Equipment. This usage right is hereby granted for the duration of the Contract.

## **14- Confidentiality and personal data**

The subscription to the Services and the usage thereof shall give rise to the processing of personal information regarding the Users. Such processing shall be conducted in accordance with the Privacy Policy.

## **15- Interoperability of the Services and the Equipment**

Some SIMU Services and Equipment are intended to be used and interact with third-party products, services, and software.

The User hereby acknowledges that the use of any third-party products and services shall be subject to the acceptance by the User of the contractual terms of the third party concerned.

The User hereby acknowledges and consents that any combined use of the Services with a third-party product or service may involve some personal information being shared by SIMU with the third party concerned, in compliance with the Privacy Policy.

All costs and obligations which under this third party's terms lie on the User shall be the User's sole responsibility. SIMU shall not make any commitment or guarantee, nor assume responsibility regarding the use of these third-party products or services, even when this third-party product is used interoperably with the SIMU Services and Equipment.

## **16- SIMU Contact/Assistance**

The customer service designated by SIMU is available to the Administrator for any complaints regarding the Services or for any requests for information and advice regarding the use of the SIMU Equipment. The contact information for the customer service designated by SIMU is listed in Annex 1.

In any electronic, postal, or telephone correspondence with SIMU, the Administrator shall provide his/her surname, first name, pin code, login ID and telephone number in order to facilitate the processing of his/her request.

## **17- Contract Transfer**

The Administrator's rights and obligations under the Contract are non-transferable and cannot be assigned or re-assigned to any other entity without SIMU's explicit and prior consent.

SIMU may freely dispose of, transfer, delegate, or subcontract all or part of its rights and obligations under the Contract, to the maximum possible extent as provided under applicable law, provided that such disposal, transfer, delegation or subcontract shall not affect or limit the warranties provided by SIMU for Administrators or the Users. In this case, SIMU shall notify the Administrator of the transfer, and the Administrator shall have the right to withdraw from the Contract by declaration to SIMU within four (4) weeks as of the receipt of SIMU's notification.

## **18- Invalidity**

If one or more provisions of this Contract are found to be invalid or considered as such pursuant to a law, regulation or final decision by a competent court, they shall be considered unwritten and the other stipulations shall remain in effect.

## **19- Applicable Law - Dispute Settlement**

This Contract shall be governed by the laws and courts of the place of installation of the Equipment. This clause shall not, however, prevent the User acting in his/her capacity as a consumer, to assert his/her rights in one of the territorially competent jurisdictions pursuant to the applicable civil procedural law or in the jurisdiction of the place where he/she resided when concluding the Contract with SIMU.

In the event of a dispute, the Administrator shall have the option to have recourse to a mediation procedure or any alternative dispute resolution process.

If you reside in the EU, the European Commission provides consumers with an online dispute settlement platform accessible at the following address: <http://ec.europa.eu/consumers/odr/>.

The competent consumer Ombudsman for each of the countries in which the Services are marketed is specified in Annex 1