Definitions

User - the natural person who uses the Sentio App.

Sentio App - the software application that Wavin has developed for consumers to enable them to remotely control their Wavin thermostats/sensors

Wavin - Wavin B.V., registered at the trade register under number 05014273.

Conditions - these user conditions or amended versions that replace these conditions.

Purpose of the Sentio App

The Sentio App is an application developed for mobile devices based upon iOs and Android platforms, with the aim of allowing Users to remotely operate their thermostats/sensors, including setting schedules and adjusting the indoor temperature, as well as to allow the Users to monitor the temperature and humidity history. Optional are the control of domestic hot water DHW units, Wavin Calefa units and switching of e.g. lights/pumps around the house.

Access to the Sentio App

1. Only Users who comply with the following conditions will be granted access to the Sentio App by Wavin.
2. Conditions for granting access to the Sentio App:
   a. The User must have a heating/cooling system and all necessary components of the Sentio Control System suitable for use in conjunction with the Sentio App;
   b. The User must register its email address with Wavin;
   c. The User must have accepted these Conditions.
3. Wavin has the right to block the User's access (temporarily) if:
   a. The User is in violation of these Conditions;
   b. Wavin suspects or identifies misuse of the Sentio App;
   c. Wavin has doubts about the User's identity;
   d. Wavin has doubts about the User's acceptance of these Conditions;
   e. The User has not used the Sentio App for a continuous period of 100 days or more;
   f. Wavin suspects that the security of the personal data of one or more Users or any hardware of the User has been compromised.
   g. Wavin believes that the safety of the User(s) has been adversely affected by the access of the User.
   h. Wavin detects excessive use of the Sentio App and/or hub.
4. Wavin is committed to minimising interruptions experienced by the Users when accessing the Sentio App, but does not guarantee that the Users have access to the Sentio App at all times. For example, in connection with management and maintenance work, the Sentio App may not be available for a long or shorter period without prior notice to the User.

Use of the Sentio App

1. The use of the Sentio App is strictly personal and limited to Europe.
2. The User is responsible for providing accurate data via the Sentio App.
3. The User may use the Sentio App only for the purposes mentioned in these Conditions (see "Purpose of the Sentio App") and in any case (but not exclusively) not for commercial purposes. The User will not attempt to derive income from the use or provision of the Sentio App, whether for direct commercial or monetary gain or otherwise.

4. The User is not entitled to perform any actions that interfere with normal operation of the Sentio App or which may harm Wavin's interests or reputation.

5. The User will not use the Sentio App in a way that could damage, disable, overburden, impair or compromise the service provider or its servers.

6. The User will not provide login details to any third party and shall store the login details in such a way as to prevent third-party access. The User will keep its mobile device secure and will close the Sentio App when not in use.

7. The User will immediately change its password via the Password Reset Function in the Sentio App if it suspects that someone else knows its passcode or other security details.

8. Wavin will not charge the User for using the Sentio App, subject to Wavin's fair use policy (mobile network charges may apply for using the Sentio App). The User’s hub will periodically connect with the service provider server to facilitate remote access from the Sentio App.

9. The User is older than 16 year of age.

10. The User can be charged for the internet access on its mobile device by its service provider.

**Privacy**

1. By using the Sentio App, the User agrees to the processing of the User's personal data as described in these Conditions. The User has at all times the option to stop using the Sentio App and to request Wavin (please note the contact details below) to block access by Wavin to the User's personal data.

2. In relation to the use of the Sentio App, Wavin processes the following personal data: the name of the User, the User's email address, the User's registration key, the User’s IP address, names of rooms, widgets, notification settings and the User’s thermostat schedules and settings and indoor temperature and humidity history.

3. The purpose of processing the personal data referred to in the previous paragraph is to enable Wavin to provide the right information to the User, to secure a proper functioning of the Sentio App, to contact the User regarding the Sentio App and / or Wavin products and to enforce these Conditions.

4. Personal data provided by the User to Wavin will only be processed as far as necessary in connection with the purpose mentioned in the previous paragraph. Wavin may share the personal data with group entities in the European Union and with third parties that provide database-, server-, maintenance-, security-, marketing- or other similar services. In that case, Wavin will require these third parties to keep the personal data confidential and will instruct them to process the data only on Wavin’s behalf. Some of these third parties may be established in countries outside the European Economic Area. Wavin will conclude controller-to-processor EU Model Clauses with these third parties in order to ensure that personal data is adequately protected. Furthermore, Wavin may disclose personal data if required by law or in response to a legal request.

5. Wavin is constantly working to comply with all relevant laws and regulations, including the Dutch Data Protection Act and - from May 2018 - the General Data Protection Regulation.

6. The User may contact Wavin by using the contact details at the bottom of these Conditions if it wishes (i) to know whether or not Wavin processes its personal data and to access its data, (ii) to rectify its data, (iii) to erase its data, (iv) to restrict the processing of its data, (v)
to object against the processing of its data and/or (vi) Wavin to transmit its data to another organisation.

7. Wavin may request provision of additional information necessary to confirm the identity of the User. Wavin will provide information on the actions taken without undue delay and in any event within one month of receipt of the request of the User. That period may be extended by two further months where necessary, taking into account the complexity and number of the requests. Wavin shall inform the User of any such extension within one month of receipt of its request, together with the reasons for the delay.

8. The User has the right to lodge a complaint with a supervisory authority at any time.

9. By using the Sentio App, the User agrees to the use of session cookies which are needed for the Sentio App to work effectively. Furthermore, the User also consents to Wavin collecting information about its use of the Sentio App to help Wavin improve the performance and the User experience.

**Security and proper functioning of the Sentio App**

1. Wavin has taken the necessary security measures to prevent unauthorised use of personal data by third parties and to protect the privacy of Users.

2. Wavin cannot guarantee that despite all security measures taken, third parties will never be able to access the personal data of Users.

3. In the event of actual or suspected unlawful access by third parties to the User’s personal data Wavin will inform the User as soon as possible as required by law.

4. Wavin will make a reasonable endeavour to make the Sentio App work properly and resolve any problems associated with its proper functioning. However, Wavin does not guarantee that the Sentio App will function continuously, free from errors, viruses or other defects.

**Liability**

1. The information provided by Wavin to the User via the Sentio App has been compiled with great care. However, if any of the information is incomplete, outdated or inaccurate, Wavin or the vicarious agents/third parties engaged by Wavin are not in any way liable for the consequences arising from use of that information by parties other than Wavin, including (but not limited to) any damage suffered - directly or indirectly - by the User.

2. Wavin is not liable to the User for any losses suffered by the User or any costs incurred by the User because:
   a. User is unable to access or use the Sentio App for any reason or there is a delay in its use;
   b. any device, hardware or software the User uses in connection with the Sentio App is damaged or corrupted or fails to work;
   c. the Sentio App does not work as the User expects, does not meet the User’s requirements or contains errors or defects or Wavin fails to correct these;
   d. there is a reduced level or failure to provide any service caused by any third party service providers including software providers and mobile operators;
   e. of any charges from service providers and other third parties in connection with the use of the Sentio App.

**Intellectual property rights**

1. All intellectual property rights, including (but not limited to) all copyrights and database rights, relating to and arising from the Sentio App (including source code and user interface), are owned exclusively by Wavin. The User is not entitled to any intellectual
property rights or the associated claims thereto arising from the Sentio App itself or the use thereof.

2. Apart from the User’s own personal data, nothing in the Sentio App may be reproduced or disclosed by the User in any form and manner without the prior written consent of Wavin.

3. The User will not apply for registration of intellectual property rights arising from the Sentio app or the use thereof, nor will the User enable or support third parties for this purpose nor cooperate with them for this purpose.

Changes

1. Wavin reserves the right to change these Conditions unilaterally at any time. Wavin will inform the User of changes to the Conditions by sending an email with the details of the change or by notifying the User of a change when it next starts the Sentio App. The new terms may be displayed on-screen and the User may be required to read and accept them to continue its use of the Sentio App.

2. From time to time updates to the Sentio App may be issued. Depending on the update, the User may not be able to use the Sentio App until it has downloaded the latest version of the Sentio App and has accepted any new terms.

Questions about the Sentio App

For questions, requests or complaints about the Sentio App, the User may contact Wavin via sentio.uk@wavin.com.

Applicable law and choice of forum

1. These Conditions are governed by the law of the Netherlands.

2. All disputes arising from these Conditions, including disputes about the existence and validity thereof, will be settled by the competent court of Overijssel, Zwolle, the Netherlands.