

TERMS AND USAGE CONDITIONS

1. General

1. The ThermyGo App is an application for mobile devices to manage heating systems. The application can be downloaded free of charge, although the normal data transfer fees will be applied, for which DF Thermique Sarl. will accept no liability.
2. These Terms and Usage Conditions regulate the modalities by which DF Thermique Sarl. authorises the user to use the ThermyGo Application and the related Services. They do not apply to heating systems that are regulated by specific terms of sale.
3. The Application and Services are provided by DF Thermique Sarl. The user takes into account and accepts that the availability of the ThermyGo Application depends on the third party sites/marketplaces from which the Application is downloaded, such as Apple's App Store, Android's Google Play, etc. The user takes into account that the present conditions only regulate the relationship between the user and DF Thermique Sarl. and not with the App store. Each App store may have its own terms and conditions which must be accepted before downloading the Application. The user agrees to respect the licence to use the Application which is in any way subordinate to the terms and usage conditions of the App store.

2. User Account

1. An account must be created to be able to use the full functionality of the Application and the respective services. The user will be asked to provide certain information during the registration process. The end user declares that all information provided at the time of registration is true, complete and accurate, and agrees to keep it up to date.
2. The user is responsible for maintaining the confidentiality of their password and account, and is fully responsible for all activities that occur under their password and account. The password must be personal, secret and non-transferable, and its assignment, even temporarily, to third parties is neither permitted nor recommended. Therefore, the user undertakes to make diligent use of it and to keep it secret, assuming all responsibility for the consequences of its disclosure to third parties by allowing or failing to take the necessary care to prevent third parties from gaining knowledge of it.
 - If the user knows or suspects that their password is being used by third parties, they must immediately change it in their personal area of the app or immediately notify DF Thermique Sarl., so that it can be changed.

3. Application and Services

1. The ThermyGo Application can be installed on smartphone or tablet mobile devices connected to the internet.
2. The ThermyGo App is used to manage the user's heating system and to monitor energy consumption. Detailed information about the functionalities of the Application is available on our website. **www.dfthermique.com** reserves the right to amend the contents of the Application and the Services offered, without prior notice.

3. It is the user's responsibility to protect all data on their mobile device before installing the ThermyGo Application.
4. DF Thermique Sarl. periodically supplies software and firmware updates for the ThermyGo Application. It is therefore important to download these updates regularly to benefit from the latest functionalities and security features of the Application and the heating system.
5. The ThermyGo Application is supplied "as is". DF Thermique Sarl. does not guarantee that the ThermyGo Application will meet the user's requirements, nor that it will operate without interruptions or errors. DF Thermique Sarl. may not be held liable if intellectual property rights are violated by the user or third parties.
6. DF Thermique Sarl. is under no obligation to keep and maintain any data entered or sent by the user. DF Thermique Sarl. is not obliged to make back-ups of the data sent by the user.

4. Requirements for use

1. To use the Services through Applications, you need a compatible device, a mobile data connection and download and install the Application on the compatible device.
2. To use the Services, the boiler must also be connected to an internet network via wifi.

5. Functions of the remote assistance services

1. The remote assistance function allows you to receive a remote technical assistance service through the Official Technical Service.
2. The User may contract the remote assistance service with the Official Technical Service under the specific conditions agreed with said service, provided that this service is available in the country or geographical area where the heating system is installed.
3. This service will be subject to the payment conditions agreed in the particular conditions of the contract with the Official Technical Service or in the conditions of the guarantee extension of each country or geographical area.
4. The User expressly authorises DF Thermique Sarl. and its Official Technical Service to remotely access the boiler to intervene in its operating parameters in order to prevent and avoid possible risks, as well as to use the data generated by the boiler in order to improve the services provided by the boiler.
5. The User accepts the change of the Official Technical Service in the event that the current one is denied access to the DF Thermique Sarl. server.

6. Right of use

1. DF Thermique Sarl. and its licensors reserve all rights, titles and interest in and to the ThermyGo Application, including patents, copyrights, trademarks, design rights, trade secrets and other intellectual property rights embodied therein.

2. The user is granted a temporary non-exclusive licence to use the ThermyGo Application for non-commercial purposes. The licence is personal to the user, who may not assign, sub-license or otherwise transfer it in any way, in whole or in part, either directly or indirectly. The Application and its services may not be used for non-commercial purposes or in a non-domestic environment.
3. The user agrees, without reservation, to not modify, adapt, merge, translate or vary, in whole or in part, the ThermyGo Application or permit any third party to do any such act. The user further agrees to not decompile code, decode or create works, including only variants, based on the ThermyGo Application, in whole or in part, or attempt to do so, except as permitted by law.

7. Other users and authorisation of Guest Users

1. The user who registers a boiler using the "Boiler sign up" function of the ThermyGo Application will be considered the "Main User" of the boiler. There can only be one Main User per boiler at a time.
2. In order to allow other persons to access the Services, the Main User may authorise them as "Guest Users" in their User Account. To use the Services as Guest Users, such persons must also have a User Account and confirm online that they have been authorised by the Main User. Guest Users must also comply with the Terms and Usage conditions defined in this document.
3. Guest Users will be able to view, manage and use certain Services in the same way as the Main User (e.g. they will be able to check the status of the boiler and program the heating). However, the Main User is the only one who can purchase, terminate and activate Services, and bind or unbind the Guest User's boiler.
4. When functions are programmed via the ThermyGo application or related Service, the last command received at the boiler will always be the command applied, regardless of whether it is programmed by the Main User, Guest User, Remote Assistance Service or any other related service. However, Guest Users may not activate or deactivate the Services.
5. The scope of Services available to Guest Users may vary.

8. Privacy

1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and Organic Law 3/2018 on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDGDD), any personal information or data provided by the User through the use of this Application will be processed in accordance with the provisions of our Privacy Policy (<https://www.thermygo.com/politica-de-privacidad>).

9. Liability

1. Although DF Thermique Sarl. will try to provide the best possible service, it cannot be held liable, either in contract or in tort, under any circumstances due to the use made by the user outside the functions of this application and cannot assume any responsibility for possible damages resulting from the use of the ThermyGo Application and the Service.
2. This limitation of liability may not apply in the case of damage caused to the person due to errors in the application only attributable to DF Thermique Sarl.

10. Duration and resolution

1. The effectiveness of the contract between the user and DF Thermique Sarl. starts from the time of acceptance of these Terms and Usage Conditions and continues, unless terminated, in accordance with these Terms and Usage Conditions.
2. The contract will terminate immediately and without further notice, in the event that the user does not obey and/or does not respect any provision of these Terms and Usage Conditions. DF Thermique Sarl. reserves the right, at its sole discretion, to disable all or part of use of or access to the Services, including the account, for any reason and without notice. If the license terminates, the user must uninstall the ThermyGo Application and suspend use.
3. The user may terminate the contract at any time by deleting the boiler from the ThermyGo Application.

11. Miscellaneous

1. DF Thermique Sarl. may need to modify these Terms and Usage Conditions. For example, to adapt to changes in the legislation or to implement technical adaptations and improvements. These modifications do not involve the use of the ThermyGo Application and the Services.
2. Check the latest Terms and Usage Conditions published on the website **www.dfthermique.com**.
3. DF Thermique Sarl. may need to make more significant modifications, which may involve the use of the Application and the Services. If this is necessary, DF Thermique Sarl. will contact the user to provide reasonable notice and inform them of the procedures to be followed to delete the account if the user is not satisfied with the modifications made.
4. DF Thermique Sarl. is not responsible for possible delays or errors in the provision of the Services, to the extent that such delays or errors are due to causes beyond its reasonable control (force majeure), including delays attributable to suppliers of DF Thermique Sarl.
5. These Terms and Usage Conditions are governed by french law. DF Thermique Sarl. and the user undertake to appear before the Courts and Tribunals of Bordeaux for any controversy that may arise from the provision of the services under the scope of these Usage Conditions.