

Dixell S.r.l. Mobile Application End User License Agreement

V1.0 – 18th, January 2018

This End User License Agreement (“EULA”) is a contract between you and Dixell S.r.l., an Italian corporation (“DIXELL” or “we” or “us” or “our”) and applies to the use of the DIXELL mobile application (“Software”), which may be used in connection with certain DIXELL Bluetooth products (“DIXELL Connected Product”), along with any use by your authorized agents, employees, or users that you have permitted to use the DIXELL Connected Product or DIXELL mobile application (the “Additional Users”).

In addition to this EULA the use of the Software is subject to our Terms of Use, which are available at <http://www.emerson.com/en-us/terms-of-use>. With regard to the collection processing and use of personal data by Dixell S.R.L, please refer to our Privacy Notice, which is available at <https://www.emerson.com/en-us/privacy-notice>. By accepting this EULA you accept the terms of the Terms of Use and Privacy Notice. You may not modify this EULA by making any typed, handwritten, or any other changes to it for any purpose. You accept this EULA on behalf of all persons who use the Software, including your Additional Users, and you shall have responsibility for ensuring that all other users understand and comply with the terms and conditions of this EULA and any applicable DIXELL policies including, but not limited to, acceptable use and privacy policies.

This EULA is between you and DIXELL, not with any third party (including, but not limited to, Apple®, Google®, or any mobile carrier), and DIXELL is solely responsible for the Software, except in situations where you have enabled third party control of your DIXELL product.

THIS EULA CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. IT INCLUDES: VARIOUS LIMITATIONS ON AND EXCLUSIONS OF OUR LIABILITY TO YOU; YOUR AGREEMENT TO INDEMNIFY US; AND DISPUTE RESOLUTION PROVISIONS THAT GOVERN HOW DISPUTES WILL BE RESOLVED, INCLUDING ARBITRATION AND A CLASS ACTION WAIVER.

BY CLICKING ACCEPT OR BY USING THE SOFTWARE, YOU ARE SIGNIFYING THAT YOU AGREE TO BE BOUND BY THIS EULA. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF AN AUTHORIZED USER, ADDITIONAL USER, A COMPANY OR OTHER LEGAL ENTITY, YOU MUST HAVE THE AUTHORITY TO BIND THAT INDIVIDUAL, ENTITY AND ITS AFFILIATES TO THIS EULA, IN WHICH CASE THE TERMS "YOU" OR "YOUR" IN THIS EULA WILL REFER TO THAT INDIVIDUAL OR ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ANY PART OF THIS EULA, YOU MUST NOT ACCEPT THIS EULA AND MAY NOT USE THE SOFTWARE. THIS EULA CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND DIXELL.

Scope of License

The license granted to you for this Software by DIXELL is a non-transferable, non-exclusive license to use the Software on a device that you own, access, or control, and as permitted by the usage rules set forth for your device (for example, the then-current Apple App Store Terms of Use or the Google Play Terms of Service). All rights not expressly granted to you by this EULA are hereby reserved by DIXELL.

Eligibility

You must be 18 years old to use the Software. You may only use the Software in a manner consistent with this EULA.

Restricted Use

You may not rent, lease, lend, sell, redistribute, sublicense, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software. Any attempt to do so, including any alteration of any proprietary notices, is a violation of the rights of DIXELL and its licensors. If you breach this restriction, you may be subject to prosecution and damages. Information provided is for informational purposes only. The use of this Software for various purposes should not replace appropriate user judgment, as users will have the best understanding of the context in which the Software is being used.

Updates

The Software may automatically download and install updates from DIXELL from time to time. These updates are designed to improve, enhance and further develop the Software and may take the form of bug fixes, new or enhanced functions, and completely new versions. If you do not want the Software to be automatically updated, you may be able to set your device settings to prohibit automatic updates.

Intellectual Property Rights

The Software and all information, documents, and materials available on or through the Software are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “marks”) of DIXELL or its affiliates are and shall remain the exclusive property of DIXELL or its affiliates. Nothing in this EULA shall grant you the right or license to use any of the marks.

In the event of any third party claim that the Software or your possession and use of the Software infringes that third party’s intellectual property rights, neither DIXELL, nor Apple (if you downloaded the Software to an Apple iOS device) nor Google (if you downloaded the Software to a device with the Android operating system), will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Disclaimer of Warranties; Limitation of Liability

THE USE OF THE SOFTWARE IS AT YOUR RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DIXELL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DIXELL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE WILL BE ACCEPTABLE OR RELIABLE, THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS IN SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DIXELL OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

If you are using the Software on an Apple iOS device, in the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you, but Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be DIXELL's sole responsibility.

DIXELL, ITS THIRD PARTY LICENSORS AND CARRIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DIXELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SOFTWARE; (II) THE USE OR INABILITY TO USE YOUR MOBILE DEVICE AS A RESULT OF THE SOFTWARE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATED TO THE SOFTWARE. DIXELL SHALL ONLY BE RESPONSIBLE FOR INTENTIONAL MISCONDUCT AND GROSS NEGLIGENCE, AND IN NO EVENT SHALL DIXELL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED (\$100) DOLLARS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Certain jurisdictions do not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all the exclusions or limitations set out in this EULA may not apply to you, and you may have additional rights.

Indemnification

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DIXELL AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF THE FOLLOWING USE OF THE SOFTWARE BY YOU AND/OR ANY OF YOUR ADDITIONAL USERS (I) MISUSE OF THE SERVICE; (II) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY COPYRIGHT, PATENT TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM MISUSE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (III) BREACH OF ANY PROVISION OF THIS EULA OR ANY OF THE APPLICABLE DIXELL TERMS OR POLICIES BY YOU OR ANY OTHER USER OR AUTHORIZED USER; (IV) ACCOUNT ACCESS OR ACTIVITY DUE TO FAILURE TO PROTECT LOG-ON CREDENTIALS; AND (V) ANY CAUSE OF ACTION BY ANY OF YOUR ADDITIONAL USERS, INCLUDING ANY AND ALL ALLEGATIONS, SUITS, CLAIMS AND PROCEEDINGS (INCLUDING REASONABLE ATTORNEYS' AND PROFESSIONAL FEES) (COLLECTIVELY, "CLAIMS") AND ALL RELATED DAMAGES INCURRED BY YOU OR DIXELL AS A RESULT OF OR ARISING FROM YOUR ADDITIONAL USER'S BREACH OR ALLEGED BREACH. IT IS UNDERSTOOD AND AGREED THAT YOU THE CUSTOMER ASSUMES FULL LIABILITY FOR A BREACH BY ANY OF YOUR ADDITIONAL USERS OF THIS EULA. IT IS UNDERSTOOD AND AGREED THAT YOU ASSUME FULL LIABILITY FOR A BREACH BY ANY OF YOUR AUTHORIZED USERS OF THIS AGREEMENT AND DIXELL SHALL HAVE NO LIABILITY FOR ANY MISUSE OR ACTION BY ANY AUTHORIZED USER OR ANY OF YOUR AFFILIATES, SUPPLIERS OR AGENTS.

Product Claims

DIXELL, and not Apple (if you downloaded the Software to an Apple iOS device) or Google (if you downloaded the Software to a device with the Android operating system), is responsible for addressing any claims of you or any third party relating to the Software or your possession and/or use of that Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You must notify DIXELL if you have, or are aware that any third party has, any such claims. Apple and Google have no responsibility to address any such claims.

Legal Compliance

You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular,

but without limitation, the Software may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. You may not use the software if you are located in any such country or on any such list. You must not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

Privacy

When you download, install or use this Software, DIXELL may use automatic means to collect information about your device and about your use of the Software and DIXELL Connected Product. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Software or certain of its features or functionality, and the Software may provide you with opportunities to share information about yourself with others. We may collect information, including but not limited to information relating to the manner or frequency of your use of DIXELL Connected Product. This includes details about the DIXELL product, as well as data that we collect as part of our services. Some of the data we collect is relatively static, such as data about the product (for example, serial numbers and device IDs and the DIXELL model and serial number), but other data is more dynamic, like information about current and past product usage levels, information about abnormal product functioning, information about the status and location of the DIXELL Connected Product and/or your device. We collect this data directly from you and the product, and transmit it through your network and/or Internet services. Monitoring may continue until you disconnect the products and the services are able to be cancelled or terminated. Note that if you do not allow us to collect this information, we may not be able to provide the full capabilities of products and services. All information we collect through or in connection with this Software and the use of DIXELL Connected Product is subject to our Privacy Notice found at <https://www.emerson.com/en-us/privacy-notice>. We will collect, use and disclose your personal information and the personal information of your Additional Users as set out in that Privacy Notice, and you and the Additional Users or third parties you have granted access or control consent to us doing so. Please note that the Privacy Notice applies subject to requirements of local law. In the event of a conflict between the Privacy Notice and applicable data protection laws, the stricter obligation applies.

Terms of Use

Use of the Software and the DIXELL Connected Product are further governed by our Terms of Use, which are available at <http://www.emerson.com/en-us/terms-of-use>. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

The Software may also provide you with access to DIXELL's website located at <http://www.emersonclimate.com/europe/en-eu/brands/dixell/pages/default.aspx> (the

"Website") and products and services accessible thereon, and certain features, functionality and content accessible on or through the Software may be hosted on the Website (collectively, "Content and Services"). Your access to and use of such Content and Services are also governed by our Terms of Use and Privacy Notice. Your access to and use of such Content and Services may require you to accept such Terms of Use and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the Software's features and functionality.

Termination

The license is effective until properly terminated by you, the owner, purchaser and/or controller of the DIXELL product, or DIXELL. You may terminate at any time by permanently deleting all copies of the Software. Your rights under this license will terminate automatically without notice from the DIXELL if you fail to comply with any term of this EULA or the Terms of Service. Upon termination of the license, you shall cease all use of the Software and permanently delete all copies, full or partial, of the Software.

All representations, warranties, warranty disclaimers, indemnifications, and limitations of liability contained in this EULA shall survive the termination of this EULA; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

Third Party Terms and Beneficiaries

You must comply with all applicable third party terms of agreement when using the Software. If you are using the Software on an Apple iOS device or on a Google Android device, Apple and Apple's subsidiaries and Google and Google's subsidiaries, are third party beneficiaries of this EULA and upon your acceptance of the terms and conditions of this EULA, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof. DIXELL affiliates are third party beneficiaries of this EULA and upon your acceptance of the terms and conditions of this EULA, DIXELL affiliates will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof.

Miscellaneous

Your rights and obligations under this EULA are not assignable. DIXELL may freely assign our rights and obligations under this EULA in its sole discretion, without notice to you. This EULA shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder.

The Software will communicate information using the wireless capabilities of your device. STANDARD DATA FEES AND TEXT MESSAGING RATES MAY APPLY BASED ON YOUR PLAN WITH YOUR INTERNET AND/OR MOBILE PHONE CARRIER.

This EULA and any other documents incorporated by reference constitute the entire agreement and understanding between the parties with respect to the subject matter of this EULA, and they replace any and all prior written or verbal agreements. If any portion of this EULA is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If DIXELL fails to insist upon or enforce strict performance of any provision of this EULA, it shall not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this EULA.

Dispute Resolution

The terms of this section entitled “Dispute Resolution” will apply to all disputes that may arise out of, are connected with or relate to this EULA or the Software, subject only to the following two exceptions: (1) if DIXELL reasonably believes that you or any of your Additional Users have in any manner acted or failed to act in any manner that may cause harm to DIXELL or any third party, DIXELL may seek injunctive or other appropriate relief in any court of competent jurisdiction; or (2) any dispute may, at the option of the claiming party, be resolved in small claims court provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court but subject to the informal resolution below. The validity, interpretation and performance of this EULA shall be governed by and construed in accordance with the laws of Missouri. Furthermore, in no event will the terms of this section limit DIXELL’s ability to investigate complaints or reported violations of this EULA or to take any action DIXELL deems necessary and appropriate to mitigate actions against DIXELL, including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.

- i. Informal Resolution. If you have any dispute with DIXELL or any related third party, arising out of, relating to, or connected with the Software, you agree to contact DIXELL, at the address noted below; provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account); and give DIXELL thirty (30) days within which to resolve the dispute to your satisfaction. If DIXELL does not resolve the dispute through good faith negotiations under this informal process, you may pursue the dispute in accordance with the arbitration agreement below or in small claims court as described above.
- ii. Class Action Waiver. YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF

CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING AGAINST US OR RELATED THIRD PARTIES ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS EULA; ARBITRATION CAN THUS DECIDE ONLY YOUR INDIVIDUAL CLAIMS; THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

- iii. Arbitration Agreement. Any claims by DIXELL, or claims by you that are not resolved by the informal resolution procedure or in small claims court as provided above, arising out of, relating to, or connected with this EULA or this Software must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes (including utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). This EULA and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act (9 USC §1, et. seq.) will apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. The arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for you), or at such other location as may be mutually agreed by the you and DIXELL. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In addition to and notwithstanding the terms stated above, the following will apply to your dispute(s): (1) the arbitrator, and not any federal, state, provincial or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this EULA including any claim that all or any part of this EULA is void or voidable; (2) the arbitrator will not have the power to conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals; (3) the arbitrator's decision shall be controlled by the terms and conditions of this EULA and any of the other agreements referenced herein that you may have entered into in connection with the Services; (4) the arbitrator shall apply Missouri law consistent with the AAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (5) to the extent permitted by law, the arbitrator shall not have the power to award punitive, incidental or consequential damages against you or DIXELL; (6) in the event that the administrative fees and deposits that must be paid to initiate arbitration against DIXELL exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and you are unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, DIXELL agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, DIXELL will pay as much of the your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (7) with the exception of subpart (3) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal,

or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (3) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor DIXELL shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Participants may visit the AAA Website at <http://www.adr.org>.

Maintenance and Support

Please contact us at the information below for customer support. DIXELL is solely responsible for providing maintenance and support services for the Software. Third party operating system providers such as Apple and Google have no obligation to provide maintenance or support services for the Software.

Contact Information

If you have questions, complaints or claims with respect to the Software, you can contact DIXELL at:

Dixell S.r.l.
Via Dell' industria, 27 - Z.I.
32016 Alpago (BL)
Italy
Phone: +39 - 0437 - 9833
dixell.apps@emerson.com

DIXELL Mobile Application Consent Scope

V1.0 – 18th, January 2018

Dixell S.r.l. ("**We**"/"**Us**"/"**DIXELL**") intends to collect information about your device and about your use of the DIXELL mobile application ("Software"] and DIXELL Connected Products(s) for the purposes of analytics, marketing and providing location-based services (the "Consent Scope"). This Consent Scope describes how we collect, process and use your personal data for these purposes.

1. Data Categories

We intend to collect the following personal data from you via the app:

- 1.1. Information relating to the manner or frequency of your use of DIXELL Connected Product. This includes details about the DIXELL product, as well as data that we collect as part of our services:
 - device IDs and DIXELL model and serial number.
- 1.2. "Dynamic" information about:
 - current and past product usage levels,
 - information about the status of the DIXELL Connected Product and/or your device, and

- location of the DIXELL Connected Product and/or your device based on address and/or zip code and/or by using embedded hardware geolocation services such as GPS and/or software location services (Android, iOS)

1.3. "Personal" information

- Personally identifiable information you provide to us, including name, email address, telephone, company name.

2. Collection, Processing and Use of Personal Data

Your personal data are collected, processed and used on the basis of your consent only for the following purposes:

- 2.1. Analytics: When you use this software and/or DIXELL Connected Products, we automatically collect, process and use the personal data in order for us to continually improve your experience with our software and to target marketing and advertising to you.
- 2.2. Marketing: We may use your personal data to determine what products may be of interest to you, provide you with marketing communications (unless you have opted out of such communications) and to conduct market research. We may also use information you provide us, including your industry, whether you own our product, experience with our products, and user-generated content, for these marketing purposes.
- 2.3. Location-Based Services: We may use your current location, provided address and/or zip code and/or by using embedded hardware geolocation services such as GPS and/or software location services (Android, iOS) to provide you the location of the retailer of our products or other appropriate information.

The processing of your personal data for the aforementioned purposes involves automated individual decision making, including profiling (i.e. the use of scoring technologies to measure and evaluate your interests based on the data received from your terminal device on which the software is installed). The personal data we collect may be transferred to a destination outside the EEA and processed and/or used by staff operating outside the EEA that work for us or one of our subsidiaries, affiliates, or third-party service providers.