

SPECIAL CONDITIONS FOR THE USE OF IP CAMERA

VALID FOR THE XXXXXXXXX (MAINLAND)

Effective Date: XX/XX/XXX

ARTICLE 1 - PURPOSE AND DESCRIPTION OF SOMFY SERVICES FOR REMOTELY CONTROLLING IP CAMERA

These Special Terms and Conditions are intended to define the terms and conditions under which, Somfy SAS (hereinafter Somfy) provides for the User, a service of remote control for the IP Camera.

The IP camera is an accessory to have a remote view of one's housing that uses one or more technologies compatible with SOMFY Services governed by the present conditions.

Services provided under these conditions allow the User to capture photographs; to retransmit them according the speed of the IP network

used (Internet), to view them using a secure server on a local computer, from outside the User's housing, or in a network, via telecommunications technologies.

For a detailed description of this service, the User shall refer to the technical manual of the product.

ARTICLE 2 – USE OF SOMFY SERVICES RELATED TO THE IP CAMERA.

The User agrees to use the SOMFY Services related to the use of IP camera only in its habitat within the family circle and under no circumstances outside these places. Any other use is not authorized by SOMFY. In particular, SOMFY Services related to the use of the IP camera cannot be used to obtain images in public places or to monitor the activity of employees.

If the User decided to use even so SOMFY Services related to the use of the IP camera through an employer/ employee relationship (e.g. housekeeping, child minding...), this use

would be under the sole responsibility of the user, in compliance with applicable labor law, including the potential provisions relating to the information of the employees affected.

Similarly, if the User decides to use SOMFY Services related to the use of the IP camera in a public place, such use would be under the sole responsibility of the User.

It is the User's responsibility to check with the relevant authority which provisions must be complied with through the use of these services.

The User agrees to use the IP camera in accordance with legal and regulatory provisions in force at the time of use of SOMFY Services. In this respect, the User shall not illegally obtain and disseminate, through this service, the images for any illegal purpose and in general, images that could be considered contrary to a provision repressed civilly or criminally, in public order, morality (e.g. pornographic elements, procuring, pedophilia,

incitement to murder or incitement to racial hatred).

The User agrees not to infringe the rights of third parties:

- * The User agrees not to violate the rights of others through the use of photographs that may constitute defamation, insult, denigration or harm to the image rights and privacy of others. It is the User responsibility to collect the written consent of all persons whose images are taken by the IP cameras settled in private places.

- * The User agrees not to infringe the rights of third parties by the exploitation or use of photographs on works that enjoy protection under intellectual property rights (texts, images or other protected elements). It is the User responsibility to obtain prior authorizations and necessary rights concessions. The User agrees not to use such services in a manner that infringes the legitimate interests of third parties or SOMFY's.

ARTICLE 3 – LIMIT ON PHOTO STORAGE

As part of the Services, SOMFY provides the User a personal storage space for recording images captured by IP cameras. This storage space is limited to a certain memory threshold. More details about this limitation are available on the sale documentation.

ARTICLE 4 – LIABILITY

The use of telecommunication technologies makes random the quality of SOMFY services obtained, in particular because it depends not only on the technical capabilities of SOMFY. The quality of SOMFY service depends heavily on the telecommunication technology used. Accordingly, SOMFY offers no warranty on photos transmission delays, except in cases of failure of the SOMFY Service itself. SOMFY warns the User on the risk of intrusion on the data that is on the Internet. It is the User responsibility to implement the necessary

steps to preserve the confidentiality of its information.

As such, the User must ensure that its computer equipment connected to the Service is protected against any form of contamination by viruses and /or attempted intrusion by hackers. Transmissions made by the User on the Internet are at its own risk. SOMFY does not exercise control over the photographs available to the User, stored and transiting through SOMFY Services related to the IP camera. The use of IP camera is made under the sole responsibility and vigilance of the User.

SOMFY has no responsibility for the use which might be made of these accessories to remotely see its habitat. SOMFY cannot be held liable for their content, the User being solely responsible.

The User will not hold SOMFY liable for any damage and/or any claim made by third parties related to its use contrary to the use which is defined in Article 2 "USE OF SOMFY

SERVICES RELATED TO THE IP CAMERA."

ARTICLE 5 - TERMINATION AND CONSEQUENCES

Premature termination of the Services Agreement does not mean that there will be a reimbursement of the equipment and accessories for the remote viewing of the habitat, as these will remain the property of the User. The User is informed that the termination of the SOMFY service of remote control for the IP Camera causes the loss of photographs stored on SOMFY computer servers as from the effective date of termination of the Service. Before this date, the User can download the photographs stored, on his computer.