

End User License Agreement

IMPORTANT NOTICE: THIS IS A SMART COOKING APPLICATION. IT IS NOT A SAFETY PRODUCT AND IS NOT INTENDED TO PREVENT ACCIDENTS. THIS APPLICATION DOES NOT OFFER ANY FUNCTIONALITY BY ITSELF. ANY, EVEN LIMITED, USE OF THIS APPLICATION REQUIRES THE APPROPRIATE INSTALLATION OF ADDITIONAL SAFERA APP COMPATIBLE DEVICE(S) – PLEASE SEE www.safera.com/products FOR FURTHER DETAILS. THE USE OF THIS APPLICATION IN ACCORDANCE WITH THE CENELEC STANDARD EN 50615:2015 REQUIRES THE APPROPRIATE INSTALLATION OF BOTH A COMPATIBLE SENSOR UNIT AND A COMPATIBLE POWER CONTROL UNIT, PLEASE SEE www.safera.com/products FOR FURTHER DETAILS. BY INSTALLING THE APPLICATION, YOU CONFIRM THAT YOU UNDERSTAND AND AGREE TO THE AFORESAID.

PLEASE READ SAFERA'S PRIVACY POLICY AT www.safera.com/privacypolicy. FOR CLARITY, IN ORDER TO IMPROVE ITS PRODUCTS AND SERVICES AND THE FUNCTIONALITY OF THE APPLICATION, SAFERA USES THE SENSORS (INCLUDING, AMONG OTHERS, A MICROPHONE) WITHIN THE COMPATIBLE SENSOR UNIT TO ANONYMOUSLY COLLECT GENERAL COOKING RELATED DATA IN THE PROCESS OF WHICH SAFERA MAY COLLECT DATA WHICH CAN BE CONSIDERED AS PERSONAL DATA IN CERTAIN JURISDICTIONS.

This is the End User License Agreement ("Agreement") between you ("You") and Safera Oy ("Safera") and it governs Your use of, access to, and all other aspects relating to the Safera App ("Application") alone or in conjunction with: i) a compatible sensor unit; or ii) a compatible sensor unit and a compatible power control unit (as from time to time listed at www.safera.com/products). This Agreement gives you certain legal rights, in addition to which you may have further legal rights on the basis of your domicile. Please read this Agreement carefully before commencing the use of the Application.

BY USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ACCEPT THE APPLICATION. YOU MAY NOT USE THE APPLICATION WITHOUT AGREEING TO THE TERMS OF THIS AGREEMENT.

1. Ownership, License and Acceptance

Safera is the owner of the Application and all copyrights, patents, trademarks, trade secrets, designs, domains and any other intellectual property rights in and relating to the Application. Any and all feedback and suggestions given by You to Safera is the sole and exclusive property of Safera and Safera may use such feedback for any purposes and in any manner without any compensation to You. Under this Agreement, no license to any of the aforementioned is granted to You, except if otherwise expressly stated herein.

Subject to your adherence to the terms of this Agreement, Safera grants you a limited, non-exclusive, non-transferable and non-sublicensable right to use one copy of the Application for your personal, non-commercial use. No further rights or ownership to the foregoing is granted to You under this Agreement. By using the Application, you irrevocably accept the Application.

2. Restrictions to the License

You hereby warrant that You, or anyone on the basis of Your directions, will not: (a) use or copy the Application for any purposes not explicitly stated in this Agreement; (b) sell, rent, license, lease, distribute, disclose, make available or otherwise commercially exploit the Application; (c) publish, distribute, modify or alter in any way the Application or any of the intellectual property rights related thereto; and (d) disassemble or reverse engineer the Application, unless allowed under applicable law.

3. Software Updates

Safera may at any time and at its sole discretion develop updates, fixes, patches and other modifications to the Applications and to the services related thereto ("Updates"). The Updates may be installed without your separate consent and without giving separate notice. You hereby agree to receive and to install the Updates without undue delay. If you do not agree to receive the Updates, you may stop using the Application as your sole remedy.

4. Open Source

Certain software within the Application are subject to open source licenses ("Open Source"). Such

Open Source software may be owned by parties not affiliated with Safera and the terms of this Agreement do not apply to such Open Source software. Such Open Source software are licensed in accordance with the terms of the end user license of the Open Source software in question. Nothing in this Agreement affects Your rights under such licenses or vice versa.

5. Emergency Situations

You explicitly agree and understand that the Application, compatible sensor unit and the power control unit are not emergency response systems and will not notify, contact or dispatch any emergency authorities. Any and all emergency situations should be directed at the relevant emergency authorities.

6. Warranty Disclaimer

YOUR USE OF THE APPLICATION, A COMPATIBLE SENSOR UNIT AND/OR POWER CONTROL UNIT IS AT YOUR SOLE DISCRETION AND RISK. THE APPLICATION, COMPATIBLE SENSOR UNIT AND/OR POWER CONTROL UNIT DO NOT DIMINISH OR REMOVE YOUR RESPONSIBILITY TO FOLLOW APPLICABLE AUTHORITIES' ORDERS OR RESPONSIBILITY TO ACT WITH DUE CARE TO AVOID DAMAGE TO PROPERTY AND PERSONS.

SAFERA DISCLAIMS RESPONSIBILITY FOR ANY AND ALL LIABILITIES, LOSSES, DAMAGES (INCLUDING DAMAGES TO YOUR HOME OR ANY PART OF IT) ARISING FROM YOUR USE OF THE APPLICATION, COMPATIBLE SENSOR UNIT AND/OR POWER CONTROL UNIT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE APPLICATION AND THE INFORMATION PROVIDED THEREIN IS PROVIDED TO YOU "AS-IS" AND "AS AVAILABLE". SAFERA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RELATION TO THE APPLICATION TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SAFERA MAKES NO WARRANTIES THAT THE APPLICATION WILL BE SECURE, FREE OF ERRORS, UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE. ANY USE OF THE APPLICATION, COMPATIBLE SENSOR UNIT AND/OR POWER CONTROL UNIT

NOT IN ACCORDANCE WITH THE CENELEC STANDARD EN 50615:2015 VOIDS ANY AND ALL WARRANTIES GRANTED TO YOU BY SAFERA UNDER ANY AND ALL AGREEMENTS BETWEEN YOU AND SAFERA.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, SAFERA WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL, ARISING OUT OF THE USE OF THE APPLICATION, COMPATIBLE SENSOR UNIT AND/OR POWER CONTROL UNIT.

IN NO EVENT WILL SAFERA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER LIKE DAMAGE INCURRED BY YOU, UNLESS SUCH DAMAGE IS CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

8. Term and Termination

This Agreement enters into force on the date You first install the Application and shall remain in force as long as You use the Application.

Safera may at any time terminate this Agreement. You may terminate this Agreement with a written notification to Safera. Upon the termination of this Agreement you must immediately cease using the Application and the licenses under this Agreement terminate in conjunction with such termination of this Agreement.

Upon any termination of this Agreement, Sections 2 through 11 (inclusive) shall remain in effect. Also, any other provisions which, by their nature or wording, contemplate effectiveness beyond the termination of this Agreement shall survive the termination or expiration of this Agreement.

9. Governing Law

This Agreement shall be construed in accordance with the laws of Finland. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce, in English language in Helsinki, Finland. Notwithstanding the above, Safera shall be entitled to seek equitable and/or injunctive relief or take legal actions concerning overdue payments in any court of law having jurisdiction over Your or Safera's domicile. For

clarity, this Section does not limit your rights under the applicable law of your domicile.

The headings of the Sections of this Agreement are informative in nature and shall not be used in the interpretation of the Agreement.

10. Assignment

You may not transfer your rights and obligations, whether in part or in whole, under this Agreement. Any attempt of such transfer is null and void. Safera may transfer its rights and obligation under this Agreement.

11. General

Safera has no responsibility to provide support or maintenance with regard to the Application.

If any provision of the Agreement is held to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. Other provisions will remain in full force and effect.

Any notices by Safera to You will be sent through the Application. You may contact Safera at: support@safera.com.

The relationship between You and Safera shall be that of independent contractors and nothing contained in this Agreement shall be construed to make either an employee, agent or representative of the other for any purpose.

This Agreement constitutes the complete and exclusive agreement between You and Safera with respect to the subject matter hereof and supersedes all prior proposals, understandings, marketing materials and other communications with respect to the subject matter of this Agreement.

Safera may amend the terms of this Agreement in connection with providing any Update by notifying You of the amendment through the Application. You accept the amended terms if you continue to use the Application after the notification or after the time period set out in the notification, whichever is later. If you do not accept the amended terms You may stop using the Application as your sole remedy and You may not use the Update. No other amendment of this Agreement shall be binding on Safera. No failure or delay by Safera in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.