

# KOMFOVENT CONTROL

## Terms of Use and Privacy Notice

### 1. Introduction

These Terms of Use (“the Terms”) govern the use of the KOMFOVENT CONTROL mobile application, operated by KOMFOVENT, UAB (“KOMFOVENT”), and the use of other related services. KOMFOVENT CONTROL is a mobile application designed to CONTROLly monitor and control a KOMFOVENT air handling unit connected to the Internet. These Terms also contain information about personal data processed for the above-mentioned purposes.

You must confirm that you have read the Terms of Use to use the KOMFOVENT CONTROL application. Please read all the Terms carefully and start using the KOMFOVENT CONTROL application only if the terms are clear and acceptable. KOMFOVENT reserves the right, at its sole discretion, to change these Terms of Use. If you continue to use KOMFOVENT CONTROL after we post changes to the Terms of Use, you are signifying your acceptance of the new terms.

### 2. Functionality

KOMFOVENT CONTROL allows monitoring and controlling your KOMFOVENT air handling unit remotely. As a user, you can see existing errors or warning messages, select and adjust the AHU settings and main parameters that provide information about the operation of the unit and facilitates its control.

The user can turn the device on/off, change modes and settings (airflow, temperatures, etc., depending on the device configuration), set a weekly schedule or air quality control function. User can monitor: sensor readings (temperature, humidity, etc., depending on installed sensors), flow/fan intensity information, heat exchanger operation and efficiency, filter contamination, power consumption, messages, message history, etc. KOMFOVENT may also perform software updates remotely (regarding bug fixes, compatibility of the application/controllers/server, support of new functions, etc.).

Detailed information on the KOMFOVENT CONTROL functions and operation can be found in the DOMEKT User Manual available at [www.komfovent.com](http://www.komfovent.com).

In case of any discrepancies between the product information provided in the Terms of Use and the User Manual, the information specified in the User Manual shall prevail.

### 3. Your Responsibility

Device ID number (ID) and a password identify you as a user in the KOMFOVENT CONTROL application. We strongly recommend that you make use of a unique and strong password that is reasonably hard to guess or find out (for example, do not use your name, birth date, car make or the same password used in other accounts) and do not disclose it to others. If you suspect someone is using your password, change it immediately.

The use of the KOMFOVENT CONTROL application is free except for any possible data usage fees that may be set by your Internet service provider.

### 4. Rights

Copyrights, other rights and contents of KOMFOVENT CONTROL are owned by KOMFOVENT and protected by law.

Commercial use of these rights without a prior written consent of KOMFOVENT is prohibited. This also applies to copying, transferring and sale of information, images, graphics, program codes and technical solutions. Bypassing security measures or system is prohibited.

Unauthorized use or distribution of the KOMFOVENT CONTROL application may violate copyrights, trademark and/or other laws and may be subject to civil and criminal liability.

## 5. Privacy Notice

### 5.1. Installation

In order to install the KOMFOVENT CONTROL application, you must agree with the Terms of Use and connect your controller to the Internet. Once the controller is connected to the Internet, the following data is periodically sent to the KOMFOVENT server:

- Product/controller ID number (ID).
- Software versions.
- Device configuration name.
- Product serial number.
- IP address and port number of the controller.
- Date of the first attempted login.

The processing of this data is necessary for the operation of the KOMFOVENT CONTROL app and provision of remote control services. If you use the KOMFOVENT CONTROL application, the legal basis for the processing of such data is the execution of the agreement on the use of the KOMFOVENT CONTROL mobile application.

The above-mentioned data is periodically sent to the KOMFOVENT server even if you do not start using your KOMFOVENT CONTROL application or decide to stop using KOMFOVENT CONTROL after connecting your device to the Internet. In this case, the legal basis for the processing of such data is your consent expressed by connecting your controller to the Internet. To stop sending the above-mentioned data, disconnect your controller from the Internet.

### 5.2. Login

To start controlling and monitoring your device via the KOMFOVENT CONTROL application, simply enter your device ID/scan the QR code and enter your password in the application. The controller and mobile phone must have access to the Internet.

### 5.3. Data Categories and Objectives

The following is an overview of data and personal information processed by KOMFOVENT:

Account credentials:

- User password.

Information about the product and its use:

- Date of the controller's first attempt to connect to the server.
- Product/controller ID number (ID).
- Product serial number.
- Software versions.
- Device configuration name.
- Data and parameters for control and operation of the product/device:
  - Operation modes and settings: flow, temperature, humidity and air quality settings, disabling or enabling of individual units.
  - Values for different types of device sensors, for example, temperature sensors, humidity sensors, etc.
  - Calibration values, operation limits.
  - Informative parameters: fan control levels, efficiency, energy consumption meters, notifications.
  - Parameters affecting device performance.
  - Weekly schedule times, programs, modes.
  - Settings of time, measurement units.

KOMFOVENT processes personal data for the following purposes:

- To provide a remote control feature to the user;
- To provide remote assistance;
- To analyse product operation;
- To improve the product and the KOMFOVENT CONTROL operation;
- To handle complaints and warranty requests.

The legal basis for the processing of such data is the execution of the agreement on the use of the KOMFOVENT CONTROL mobile application.

### 5.4. Storage and Deletion

Data specified in point 5.1 Installation is periodically sent to the KOMFOVENT server. The server does not connect to the controller and does not store any more data until the KOMFOVENT CONTROL application is downloaded and the Terms of Use are accepted. Once the Terms of Use are accepted, the server starts periodically collecting the data specified in point 5.3 Data Categories and Objectives.

Device data history is stored for 1 month.

After that, the data is safely and carefully deleted unless it is anonymized or there are other reasons and legal basis for extended storage.

## 5.5. Transfer of Personal Data

Personal data processed by KOMFOVENT shall not be transferred to third parties for management purposes. Personal data may only be transferred to data processors providing installation, maintenance and other services to KOMFOVENT. These companies process data on our behalf and under signed data processor contracts.

Your data will not be transferred to others unless you have given your consent or KOMFOVENT has a legal obligation to transfer such data or the transferred data is anonymized.

## 5.6. Additional Information

You have the right to access your personal data, to have it corrected or deleted, to restrict the processing and portability of your data, to refuse the processing of your personal data and the right to complain to the State Data Protection Inspectorate. Requests for enforcement of your rights shall be sent to the specified e-mail address or to the KOMFOVENT, UAB office address.

## 6. Notification and Termination

You may stop using the KOMFOVENT CONTROL app and/or stop periodical collection of your device information specified in point 5.3 Data Categories and Objectives at any time. This can be done in the KOMFOVENT CONTROL application by refusing to accept the Privacy Policy. By refusing to accept the Privacy Policy, you lose access to the KOMFOVENT CONTROL application and your device data is deleted from the KOMFOVENT server unless it is anonymized or there are other reasons and legal basis for extended storage.

If you transfer ownership of the product, you shall inform the new owner of the Terms of Use of KOMFOVENT CONTROL.

KOMFOVENT may terminate your access to the KOMFOVENT CONTROL application by notifying you 90 days in advance about the termination of the KOMFOVENT CONTROL services or planned major changes to the program. KOMFOVENT may also terminate or limit your access to the KOMFOVENT CONTROL if you violate these Terms of Use.

## 7. Disclaimer

Internet access is required for the proper functioning and failure-free operation of the KOMFOVENT CONTROL application according to these Terms and Product User Guide. In rare cases, KOMFOVENT CONTROL or a part thereof may be unavailable due to, for example, program updates, Internet network problems or other malfunctions.

KOMFOVENT will make every effort to ensure that the KOMFOVENT CONTROL app is free from viruses and other threats, but cannot guarantee this. You shall be held responsible for using and maintaining antivirus software and other security features on your phone and for backing up your data.

If you receive an error message or notice the error yourself, please report it to KOMFOVENT. KOMFOVENT shall not be held liable for any direct or indirect loss incurred by you or others if the KOMFOVENT CONTROL app cannot continue to operate as expected.

## 8. Contact information and other

The remote service provider and data controller is KOMFOVENT, UAB, company code 124130658, registered address Ozo g. 10, LT-08200 Vilnius, e-mail: [info@komfovent.com](mailto:info@komfovent.com).

For more information about KOMFOVENT products and services visit [www.komfovent.com](http://www.komfovent.com).