



GENERAL TERMS AND CONDITIONS

INTRODUCTORY RULES - SUBJECT MATTER

These General Terms and Conditions of Contract (the ‘**General Terms and Conditions**’) govern the use of the services offered by **DITEC GATE CONNECT** (an application for smartphones and mobile devices in general), provided by **Ditec S.p.A.** [identified by R.E.A. registration no. 1984181 Milan, with registered office at Via V. Pisani 20, 20124 Milan, Italy], and made available to the end user (hereinafter referred to as the “**Owner**”) through the **DITEC GATE CONNECT** App.

The **DITEC GATE CONNECT** App is owned and managed by **Ditec S.p.A.**

SERVICES OFFERED

The services offered by **DITEC GATE CONNECT** include the ability to:

- create different installation contexts;
- control the automation locally or remotely, using Bluetooth technology and optional Wi-Fi or cellular network interfaces;
- check whether the automation is available or unavailable;
- receive status notifications;
- view general information related to the automation;
- modify certain automation settings and update the automation firmware;
- set a PIN code for permanent access (to avoid confirmation via manual operation on the automation) in order to securely control the automation;
- manage installer authorizations, allowing the installer temporary access to the automation for maintenance purposes.

TECHNICAL AND INFORMATION OBLIGATIONS

The services offered by **DITEC GATE CONNECT** do not replace the technical, safety, and regulatory obligations of the **Specialized Technician**, who remains fully responsible for compliance with **European Directive 2006/42/EC** and subsequent amendments (the “**Machinery Directive**”).

Ditec S.p.A.

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www.ditecautomations.com • info@ditecautomations.com

ACCOUNT CREATION AND CONNECTION

Account Creation

In order to access the Services, the Owner must provide the information required for the creation and activation of a personal account by completing the relevant registration fields.

The Owner is solely responsible for the accuracy, completeness, and truthfulness of the information provided.

The required data include:

- first name
- last name
- e-mail address
- country
- telephone number

The Owner is required to create a secure password and is solely responsible for maintaining its confidentiality and safekeeping.

Connection devices

New-generation Ditec automations are equipped with a Bluetooth connection device (e.g. **RCB100E**), which enables digital interaction between the automation and the **DITEC GATE CONNECT** App.

An optional Wi-Fi or cellular network plug-in card may also be installed to enable local and remote operation of the automation.

Any additional connection devices and their installation are under the responsibility of the **Specialized Technician**, who shall be liable for any issues arising from incorrect installation or configuration.

INFORMATION PROVIDED TO THE OWNER BY THE SPECIALIZED TECHNICIAN

The Owner acknowledges and is informed that:

- the automation is equipped with an integrated Bluetooth device, which allows local control of the automation via the App;
- a stable Internet connection (Wi-Fi or cellular network) is required in order to enable remote control of the automation (available with installation of optional plug-in cards);
- a dedicated application (**DITEC GATE CONNECT**) is available to the Owner for controlling the automation and for granting the installer temporary access rights for maintenance purposes through the **DITEC GATE CONNECT PRO** App.

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ACCESS TO SERVICES BY THE OWNER

- During the initial installation, the Owner may access the automation via Bluetooth with the assistance of the Specialized Technician, who activates a temporary access using the buttons on the control panel.
This temporary access is automatically deactivated once the preset time has elapsed. In the event of a power failure, the temporary access timer restarts from zero. This function is intended to facilitate installation and configuration, avoiding the need for the Specialized Technician to manually reset access after each power interruption.
- While temporary access is active, the Owner may configure Bluetooth access using a permanent PIN. Once the permanent PIN is set, the Specialized Technician will no longer have direct access to the automation.
- After the automation is configured with a permanent PIN, the Owner may grant the Specialized Technician a specific temporary authorization, allowing access to all services available through **DITEC GATE CONNECT PRO** for that automation, including supervision and management functions.
- Temporary access may be enabled via Bluetooth by the Owner and may be renewed or revoked when the Specialized Technician completes the maintenance intervention.

OBLIGATIONS OF THE OWNER

By accepting these General Terms and Conditions, the **Owner** undertakes to:

- comply with all current and future provisions, instructions, and guidelines issued by **DITEC GATE CONNECT**;
- provide **DITEC GATE CONNECT** with true, accurate, and up-to-date personal data;
- ensure that his/her mobile device is compatible with **DITEC GATE CONNECT**;
- regularly update **DITEC GATE CONNECT** to the latest version made available;
- hold **Ditec S.p.A.** harmless and indemnified from any disputes that may arise with the Specialized technician, the supplier of the equipment or other competent authorities; in these cases, the intervention of DITEC GATE CONNECT or Ditec S.p.A. will be limited to the supply of the data requested by such parties;
- comply with any commitments undertaken with third parties in connection with the use of the automation, regardless of the existence of a written agreement;
- refrain from any action that may compromise the proper functioning, security, or availability of **DITEC GATE CONNECT**;
- not make improper, unlawful, or unauthorized use of **DITEC GATE CONNECT**, nor allow third parties to do so;
- carefully safeguard his/her access credentials and promptly change them in the event of loss, theft, or suspected compromise, remaining fully responsible for any unauthorized access.

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LIMITATION OF LIABILITY

Ditec S.p.A. shall not be liable for any direct or indirect damage to people, vehicles, goods, or property resulting from the failure of the **Specialized Technician**, the **Owner**, or any third party to comply with:

- the obligations set forth in these General Terms and Conditions;
- the provisions of the Machinery Directive (Directive 2006/42/EC);
- applicable health and safety laws and regulations relating to the installation, use, and maintenance of automation and automated systems;
- any additional contractual agreements.

ACCOUNT CLOSURE AND WITHDRAWAL

The **Owner** may request the closure of his/her Account at any time by using the “Deactivate Account” function available within **DITEC GATE CONNECT**.

The deletion of the Account is immediate after the confirmation of the request.

At the same time, all personal data of the user is automatically and immediately erased, except for any information that must be retained to comply with legal obligations unrelated to the Account.

For further information regarding Account closure, the Owner may contact **Ditec S.p.A.** at: **privacy@ditecautomations.com**

The account closing procedure shall also constitute withdrawal from the Contract.

In addition to cases provided for by applicable law, **Ditec S.p.A.** reserves the right to terminate the Contract with immediate effect if the **Owner**:

- uses **DITEC GATE CONNECT** for purposes other than those intended or agreed upon;
- has provided false, inaccurate, or incomplete information during account creation;
- uses the App in an unlawful manner, contrary to public safety, or in violation of orders or provisions issued by competent authorities;
- fails to comply with the obligations set forth in these General Terms and Conditions;
- voluntarily requests the closure of the Account;
- is subject to an express termination request by a public authority.

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EXCLUSIONS AND TOLERANCES

The Owner acknowledges and accepts that **DITEC GATE CONNECT** is provided “as is”, without any express or implied warranty regarding the contents, information, or services offered by **Ditec S.p.A.**

Except in cases of willful misconduct or gross negligence, **Ditec S.p.A.** shall not be liable for any damage or loss suffered by the Owner in the following circumstances:

- **Service Suspension:** temporary suspension of **DITEC GATE CONNECT** for public safety reasons or to comply with orders of a public authority;
- **Conduct of Third Parties:** damage or loss caused by the intentional acts or negligence of the Specialized Technician, the Owner, or third parties;
- **Lack of Maintenance:** malfunction or issues resulting from failure to properly maintain the automation system;
- **Improper Use:** use of **DITEC GATE CONNECT** in violation of these General Terms and Conditions or applicable laws;
- **Force Majeure Events:** unforeseeable and unavoidable events, including but not limited to strikes, riots, wars, natural disasters, epidemics, or pandemics;
- **Network Failures:** malfunctions or interruptions of telephone or internet networks affecting the use of **DITEC GATE CONNECT**;
- **Planned Unavailability:** temporary unavailability due to updates, maintenance, or planned service interruptions;
- **Service Suspension or Termination:** temporary or permanent suspension of services associated with the **DITEC GATE CONNECT** App.

INTELLECTUAL PROPERTY - COPYRIGHT - LICENSE

Ditec S.p.A. is the sole and exclusive owner of all intellectual and industrial property rights relating to the **DITEC GATE CONNECT** software, including but not limited to copies, updates, enhancements, derivative works, modifications, trademarks, patents, confidential information, technical documentation, and the Connection Devices (collectively, the “**Intellectual Property**”).

The Owner does not acquire any rights to the Intellectual Property other than the limited right to use **DITEC GATE CONNECT** in accordance with these General Terms and Conditions.

All content, instructions, and materials relating to **DITEC GATE CONNECT** (mobile and/or web applications) are protected by copyright laws and may not be copied, reproduced, or distributed without the prior written consent of **Ditec S.p.A.**

The Software is licensed to the Owner free of charge, on a non-exclusive and non-transferable basis. The source code and all related rights remain the exclusive property of **Ditec S.p.A.**

Certain components of the Software may be provided under open-source licenses and remain subject to the applicable open-source terms (“**OS Components**”).

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PRIVACY POLICY AND COOKIE POLICY

DITEC GATE CONNECT processes personal data in accordance with Regulation (EU) 2016/679 (**GDPR**).

Personal data is collected, stored, and processed exclusively for the operation of the App and for related administrative and accounting purposes, in full compliance with applicable data protection laws.

Personal data may be shared with third-party service providers strictly necessary for the operation of **DITEC GATE CONNECT**.

Further details regarding the processing of personal data are available in the dedicated download section for **DITEC GATE CONNECT** on the website:

www.ditecautomations.com

For additional information, the Owner may contact:

privacy@ditecautomations.com

Ditec S.p.A., Via V. Pisani 20, 20124 Milan, Italy

General terms and conditions - 28 January 2026

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