



# GENERAL TERMS AND CONDITIONS

## INTRODUCTORY RULES - SUBJECT MATTER

These General Terms and Conditions of Contract ('General Terms and Conditions') regulates the use of the services offered by DITEC GATE CONNECT PRO (App for Smartphones and mobile devices in general), provided by the company Ditec S.p.A. [registration number R.E.A. N° 1984181 Milan, with registered office in Via V. Pisani, 20 - 20124 Milan], and supplied to the Specialized Technician (in the App identified as Installer Technician) through the App DITEC GATE CONNECT PRO.

The DITEC GATE CONNECT PRO App is managed by Ditec S.p.A.

## SERVICES OFFERED

The services offered by DITEC GATE CONNECT PRO are:

- Configuration and connection: digital services to configure and connect Ditec automations via Bluetooth, Wi-Fi or mobile phone network
- Management and control of automations for which the Specialized Technician has received authorization from the owner of the automation (or whoever is the operator. e.g. condominium administrator)
- Advanced maintenance, diagnostics and troubleshooting functions

## TECHNICAL AND INFORMATION OBLIGATIONS

The services offered by DITEC GATE CONNECT PRO do not replace the technical and regulatory obligations of the Specialized Technician to comply with European Directive 2006/42/EC and subsequent amendments ('Machinery Directive')

## ACCOUNT CREATION AND CONNECTION

### Account Creation

To access the Services, the Specialized Technician shall provide in advance certain information necessary for the creation and activation of his account by filling in the requested data, the accuracy of which he shall be solely responsible for.

- Data required: name, surname, e-mail address, country, VAT number, company name, telephone number
- Optional data: company address, PEC mail, SDI code
- You are required to create a secure password, for the safekeeping and secrecy of which you alone will be responsible

### Ditec S.p.A.

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## Connection devices

The new generation Ditec automations are equipped with a Bluetooth connection device (ex. RCB100E) that allows digital interaction between the automation itself and the DITEC GATE CONNECT PRO app.

It is also possible to add a Wi-Fi or cellular network plug-in card for local and remote operation of the automation.

Any other Connection Devices are the responsibility of the Specialized Technician, who will then be liable for any problems arising from incorrect installation.

## RESPONSIBILITIES OF THE SPECIALIST TECHNICIAN

The connection device is supplied with installation and configuration instructions.

The Professional Technician is obliged to inform the end user ('Owner') that:

- a Bluetooth device is integrated in the automation for local control of the automation.
- a stable Internet connection (Wi-Fi or cellular network) is required for remote operation of the automation.
- a dedicated app (DITEC GATE CONNECT) and scanning of a unique QR code located on the product is required to control the automation by the owner.

## ACCESS TO SERVICES

- During the first installation, the Specialized Technician can access the automation via Bluetooth thanks to a temporary access, activated by pressing the buttons on the control panel. This access is automatically deactivated when the preset time expires. In the event of a power failure, the timer for temporary access restarts from zero. This option is designed to facilitate the installation and configuration of the automation, avoiding the need for the Specialized Technician to manually reactivate the temporary access at each power failure.
- After the first installation, if the Owner has configured Bluetooth access with a permanent PIN, the Specialized Technician will not have direct access to the automation.
- Only with a special Authorization granted by the Owner, the Specialized Technician will have access to all services made available by DITEC GATE CONNECT PRO for that specific automation, including the possibility to supervise and/or manage the automation itself.
- Some functions will require the activation of geolocation services and push notifications on the Specialized Technician's mobile device, subject to acceptance.

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## OBLIGATIONS OF THE SPECIALIZED TECHNICIAN

By adhering to the General Terms and Conditions, the Specialized Technician undertakes to:

- comply with all present and future provisions laid down by DITEC GATE CONNECT PRO.
- provide DITEC GATE CONNECT PRO with true, valid and accurate data.
- ensure the compatibility of his mobile device with DITEC GATE CONNECT PRO.
- regularly update DITEC GATE CONNECT PRO to the latest version available.
- hold Ditec S.p.A. harmless and indemnified from any disputes that may arise with its customers, the Owner, the telecommunications operator, credit institutions or bodies for the collection of any administrative fines; in these cases, the intervention of DITEC GATE CONNECT PRO or Ditec S.p.A. will be limited to the supply of the data requested by such bodies
- comply with the commitments undertaken with its customers, regardless of the existence of a written Agreement.
- refrain from actions that may compromise the operation of DITEC GATE CONNECT PRO.
- not make improper use of DITEC GATE CONNECT PRO, nor allow third parties to misuse it.
- carefully guard your access credentials, changing them in the event of theft or loss, being responsible for any unauthorized access

Furthermore, before installing accessories to guarantee connectivity, the Specialized Technician undertakes to check network coverage and to notify the Owner in the event of a lack of signal.

## LIMITATION OF LIABILITY

Ditec S.p.A. disclaims all liability for any damage, direct or indirect, to vehicles, persons, goods or property resulting from the failure of the Specialized Technician, the customer or the Owner to comply with the obligations:

- in this Contract
- the Machinery Directive
- by the applicable health and safety regulations, in connection with the installation and maintenance of automation and automated systems
- any additional agreements

## ACCOUNT CLOSURE AND WITHDRAWAL

The Specialized Technician can request the closure of his Account at any time via the 'Delete Account' option available in DITEC GATE CONNECT PRO. The deletion will be confirmed by e-mail within 15 days of the request.

For further details on Account closure, you can contact Ditec S.p.A. by e-mail at [privacy@ditecautomations.com](mailto:privacy@ditecautomations.com).

The Account closure procedure is the same as that used by the Specialized Technician to withdraw from the Contract.

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In addition to the cases provided for by law, Ditec S.p.A. may terminate the Contract with immediate effect if the Specialized Technician:

- uses DITEC GATE CONNECT PRO for purposes not agreed upon
- has declared untrue data when creating the account
- uses the App in an unlawful manner or in a manner contrary to public safety, or violates provisions of the competent authorities
- does not comply with the obligations listed in these General Terms and Conditions
- decides to close the Account
- receives an express request for termination from a public authority

## EXCLUSIONS AND TOLERANCES

The Specialized Technician understands and accepts that DITEC GATE CONNECT PRO is supplied in its current state, without any guarantees on the contents, information or services offered by Ditec S.p.A.

Except for cases of willful misconduct or gross negligence, Ditec S.p.A. shall not be liable for damages or losses suffered by the Specialized Technician in the following cases:

- Suspension of Service: DITEC GATE CONNECT PRO is temporarily suspended for reasons of public safety or to comply with provisions of a Public Authority
- Behavior of the Specialized Technician, Owner, or Customer: damage or loss is caused by the intentional actions or negligence of the Specialized Technician, Owner, or Customer
- Failure to maintain automation: problems result from failure to maintain the automation system on a regular basis
- Improper Use of DITEC GATE CONNECT PRO: the Specialized Technician uses DITEC GATE CONNECT PRO in illegal ways or in violation of the Terms and Conditions or the Agreement
- Force Majeure Events: damages and losses are caused by unforeseeable or unavoidable events such as strikes, riots, wars, natural disasters, epidemics/pandemics
- Network Problems: malfunctions of telephone or internet networks impair the use of DITEC GATE CONNECT PRO
- Planned Unavailability: The Specialized Technician agrees that DITEC GATE CONNECT PRO may be temporarily unavailable due to upgrades, planned outages, or maintenance activities
- Temporary or permanent suspension of Services associated with the DITEC GATE CONNECT PRO app.

## INTELLECTUAL PROPERTY - COPYRIGHT - LICENSE

Ditec S.p.A. holds full and exclusive ownership of all rights to the DITEC GATE CONNECT PRO software, including any copies, updates, enhancements, derived versions and modifications, as well as associated trademarks, patents, confidential information and technical documentation. This also includes rights to the Connection Device, defined as “Intellectual Property.”

The Specialized Technician does not acquire any rights to the Intellectual Property other than the right to use DITEC GATE CONNECT PRO as provided in the General Terms and Conditions.

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The General Terms and Conditions, Instructions, and all content of the DITEC GATE CONNECT PRO services (mobile app and/or web app) are copyrighted, prohibiting their copying, reproduction, or distribution without the express permission of Ditec S.p.A.

The Software is licensed free of charge, non-exclusive and non-transferable to the Specialized Technician, while the source code and all rights thereto remain the property of Ditec S.p.A.

Some components used in the Software belong to third parties and are provided under an “open source” license (OS Components).

## **PRIVACY POLICY AND COOKIE POLICY**

DITEC GATE CONNECT PRO ensures that all personal data, as defined by the GDPR (EU Regulation 2016/679), will be collected, stored and managed exclusively for the operation of the application, as well as for administrative and accounting purposes, in full compliance with applicable regulations.

Personal data may be shared with third-party vendors necessary for the operation of DITEC GATE CONNECT PRO.

More details on the processing of personal data are available in the download section dedicated to DITEC GATE CONNECT PRO on the [www.ditecautomations.com](http://www.ditecautomations.com) website.

For further information, the Technical Specialist can write to [privacy@ditecautomations.com](mailto:privacy@ditecautomations.com) or send a registered letter to Ditec S.p.A., Via V. Pisani, 20 - 20124 Milan, Italy.

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