



DITEC GATE CONNECT PRO APP

GENERAL TERMS AND CONDITIONS

INTRODUCTION

These General Terms and Conditions of Contract (the ‘**General Terms and Conditions**’) govern the use of the services offered by **DITEC GATE CONNECT PRO** (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 an installer or a service technician (hereinafter referred to as the “**Specialized Technician**”) through the **DITEC GATE CONNECT PRO** App.

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

SERVICES OFFERED

The main services offered by **DITEC GATE CONNECT PRO** include:

- 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, 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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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 an account by filling in the requested data, the accuracy of which he shall be solely responsible for.

The required data include:

- Name
- Surname
- e-mail address
- Country
- VAT number
- Company name
- Telephone number

Optional data that can be added to the account include:

- company address
- PEC mail
- SDI code

The owner of an account is required to create a secure password, for the safekeeping and secrecy of which he alone will be responsible.

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 PRO** 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.

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.

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ACCESS TO SERVICES BY THE SPECIALIZED TECHNICIAN

- 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.

OBLIGATIONS OF SPECIALIZED TECHNICIAN

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

- comply with all current and future provisions, instructions, and guidelines issued by **DITEC GATE CONNECT PRO**;
- provide **DITEC GATE CONNECT PRO** 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 PRO** 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 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.

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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 **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 of the Account is immediate, except for any information that must be retained to comply with legal obligations unrelated to the Account.

For further information regarding Account closure, the **Specialized Technician** 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 **Specialized Technician**:

- uses **DITEC GATE CONNECT PRO** 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 **Specialized Technician** acknowledges and accepts that **DITEC GATE CONNECT PRO** 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 **Specialized Technician** in the following circumstances:

- **Service Suspension:** temporary suspension of **DITEC GATE CONNECT PRO** 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 PRO** 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 PRO**;
- **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 PRO** 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 PRO** 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 **Specialized Technician** does not acquire any rights to the Intellectual Property other than the limited right to use **DITEC GATE CONNECT PRO** in accordance with these General Terms and Conditions.

All content, instructions, and materials relating to **DITEC GATE CONNECT PRO** (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 **Specialized Technician** 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 PRO 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 PRO**.

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

www.ditecautomations.com

CHANGES TO THESE GENERAL TERMS AND CONDITIONS

We may update these General Terms and Conditions from time to time.

Any changes will be communicated through the App or other appropriate means.

Continued use of the App after such changes constitutes acceptance of the updated General Terms and Conditions.

CONTACTS

For additional information, the **Specialized Technician** may contact:

privacy@ditecautomations.com

General terms and conditions – Version of February 28th, 2026

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