

CONDITIONS OF USE OF THE APPLICATION "ESA ALBEN"

I. Identification and contact information.

The "ESA ALBEN" application ("**Application**") is operated by ESA S.p.A having its registered office at Via delle Canovine 2/4, 24126 Bergamo ("**ESA**"). You can contact us by using the contact form on our website, by sending an e-mail to alben@esacombustion.it or by calling +39 035.6227411.

II. Nature of service.

The **Application** provides the ability to interface, through mobile devices such as smartphones and tablets, with ALBEN family products manufactured by **ESA**.

The connection is made through a WiFi and Bluetooth BLE connection. The **Application** allows for:

- Check the status of the device inputs/outputs
- View and edit device configuration parameters
- view device diagnostic reports
- use the device in manual mode

The above features are accessible depending on the type of license purchased by the user. The license, if purchased, will last for 12 months. The purchase must be completed by contacting **ESA** esa@esacombustion.it and making payment in the manner specified by **ESA** administration. The license must be renewed every 12 months and tacit renewal is excluded. Once the fee has been paid by the user, **ESA** will send an unlock code to the user so that he/she can use the **Application** in the full paid mode.

The **Application** is an accessory to ALBEN family products; failure of the **Application** to function does not impact the operation of ALBEN family products.

III. Access to services.

The services offered by the **Application** must not be misused. You may not interfere with the services or attempt to access them using a method other than the interface and instructions provided by **ESA**. You may use the services only in ways permitted by law.

ESA reserves the right to suspend or discontinue the provision of the services of the **Application** at any time, particularly if you fail to comply with the terms of use or associated rules or during the necessary investigation regarding a case of alleged unlawful behavior.

IV. Limitation of Liability.

ESA does not guarantee to the user the continuity of the service, therefore it will not be in any way responsible for any technical inefficiency that prevents the connection to the devices of the "ESA ALBEN" family and the use of the **Application**. The user acknowledges and declares that he/she will have no claim against **ESA** in the event of inefficiencies that affect its correct and complete functionality of the **Application** (e.g. clogging of the lines, impossibility or difficulty in connecting to the devices, total or partial inability to use one or more additional services from any cause determined, etc.). You will be solely responsible for the telecommunications network and services of

Internet connection required to access and use **the Application** and **ESA**

Is relieved of any malfunction related to it.

ESA, nor its suppliers or distributors make any specific warranties with respect to the service offered. To the extent permitted by law, the **Application** offers its services "as is," without any additional warranties, express or implied.

ESA makes no endorsement, support, representation, or warranty of any kind regarding the completeness, truthfulness, accuracy, or reliability of posted content or communications, nor does it confirm any opinion expressed through its services.

ESA shall not, under any circumstances, be responsible for content, including but not limited to any errors or omissions in content or any loss or damage of any kind resulting from the use of content posted, emailed or push notification, transmitted or otherwise made available through the service or disseminated elsewhere.

ESA will not, under any circumstances, be responsible for the veracity of the data entered by users in the form for registration for the service.

Some jurisdictions provide certain warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and from evasion. To the extent permitted by law, we exclude all warranties. **ESA** is in no way liable for economic losses, direct and indirect damages, including image damages, that may be suffered by users or third parties as a result of the use of its services. To the extent permitted by law, the total liability of **ESA** and the **Application's** suppliers and distributors with respect to any claims made under these terms, including claims for any implied warranties, shall be limited to the amount paid by you to **ESA** for the use of the Services (or, at your option, to a new provision of the Services).

ESA is not required to monitor or control the content posted and disclaims any liability with respect to such content. Any use of or reliance with respect to any content or materials posted through the **Application** or obtained by you through use of the Services shall be at your sole risk. In any event, **ESA** and its suppliers and distributors shall not be liable for any loss or damage not reasonably foreseeable.

By accepting this Agreement, you agree to indemnify and hold **ESA**, as well as its employees and directors, harmless from any claim or demand for damages from third parties that may arise from your violation of even one of the terms contained herein, your legal obligations, or the rights of third parties.

V. User accounts and content restrictions.

Users are prohibited from posting or transmitting through the **Application** any illegal, harmful, threatening, harassing, defamatory, vulgar, obscene, sexually explicit, discriminatory, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or violate any local, state, national, or international law.

VI. Usage rights

The rights of use granted by **ESA** to the user are reserved for private and personal use within the scope and for the duration of membership in the services. Any other use by the user is prohibited without the permission of **ESA**. The user agrees in particular not to modify, copy, reproduce, download, disseminate, transmit, commercially exploit and/or distribute in any way the services, site pages or computer codes of the elements that make up the system. It is also forbidden to remove, obscure or alter any legal notices displayed.

VII. Modification and discontinuation of service provision.

ESA is constantly striving to modify and improve the services it offers. It may add or remove functionality or features and may suspend or stop providing a service altogether. You may stop using the **Application** at any time. In case of non-payment for the service or in case of technical issues **ESA** may discontinue providing the service to the user or establish new access limits at any time.

It is **ESA's** view that the user's data is its property and that retaining your access to that data is important. In the event of service interruption, where reasonably possible, **ESA** will provide the user with reasonable notice and the opportunity to remove the information from the service.

VIII. Contract termination and refunds.

In case of non-payment within 15 calendar days from the due date of the invoice, **ESA** reserves the right to temporarily suspend access to the service, upon written notice to the Customer. If payment is not made within an additional 15 days, the contract will be considered terminated as of right in accordance with Article 1456 of the Italian Civil Code, with final deletion of the data in the manner provided in the [Privacy Policy](#).

Should the Customer wish to withdraw early from the purchased license, he/she must contact **ESA** and notify **ESA** in writing of this intention. In this case, any amounts already paid will not be refundable.

IX. About these terms.

ESA may change these terms or any additional terms applicable to the service, such as to reflect changes in laws or services. The terms should be consulted regularly. **ESA** will publish notices of changes to the terms. Changes will not be retroactive and will become effective no earlier than fourteen days after the date of publication. However, any changes referring new features of a service or any changes made for legal reasons will take effect immediately. If you do not agree to the modified terms of the service, you are encouraged to stop using it. In case of conflict between these terms and the additional terms, the additional terms shall prevail. These terms govern the relationship between **ESA** and the user, and do not give rise to any third-party beneficiary rights. Should you fail to comply with these terms, **ESA's** failure to promptly take action shall not be construed as a waiver of any rights (such as the right to take action in the future).

X. Autonomy of the parties.

The **Application** and its users act in full autonomy and independence. The clauses contained herein do not give rise to any relationship of collaboration, agency, association, intermediation or employment between them.

XI. Applicable law.

This agreement is governed by Italian law.

XII. Cancellation.

You can request cancellation of your account at any time by sending an e-mail to esa_privacy@esacombustion.it.

XIII. Privacy responsibility and processing of personal data.

ESA acts as Data Controller in accordance with Regulation (EU) 2016/679 (GDPR). The processing methods and security measures adopted are detailed in the [Privacy Policy](#), an integral part of this contract.

ESA is committed to processing data in accordance with applicable privacy laws and regulations, ensuring adequate security measures and transparency in how data is handled and stored. Therefore, the user is invited to read the [Privacy Policy](#) for further details on the processing of personal data.



By using the **Application** you agree to abide by these Terms and Conditions. Your continued use of the **Application** after the posting of changes means you agree to be legally bound by these updated and/or modified terms.