



# Lyazon Utility Sandbox App Terms of Use

## dormakaba Lyazon Utility Sandbox Application Terms of Use

### End User License Agreement & Terms of Use

This dormakaba Lyazon Utility Sandbox Application is provided by dormakaba Canada Inc. ("dormakaba", "we" or "us"). This End User License Agreement ("EULA") is a binding contract between you ("End User" or "You" or "Your") and dormakaba. This EULA governs Your use of the dormakaba Lyazon Utility Sandbox Application, (including all related documentation, the "Application").

PLEASE READ THIS DOCUMENT CAREFULLY; IT CONTAINS LIMITATIONS OF LIABILITY AND OTHER TERMS THAT MAY AFFECT YOUR LEGAL RIGHTS. BY CLICKING ON THE ACCEPTANCE BUTTON OR SIMILAR BUTTON OR LINK YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU MEET THE ELIGIBILITY REQUIREMENTS OF CLAUSE 1 OF THIS EULA; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE AND ACCEPT THESE TERMS, THEN YOU WILL NOT BE ABLE TO USE THE APPLICATION AND YOU SHOULD DELETE IT FROM YOUR MOBILE DEVICE.

Upon installation on a compatible mobile device (a "Device") and registration with dormakaba, the Application allows end users to interact with compatible dormakaba and/or third-party access control systems, products and services ("Compatible System(s)") in order to commission set-up and use of Compatible Systems.

**1. Eligibility.** You are only eligible to download and use the Application if you meet all of the following criteria:

You are at least 18 years old.



You are authorized to enter into these Terms on behalf of yourself and/or the entity that you purport to represent.

**2. Application Functionalities and Use; Your Responsibilities.** You must have a compatible Device equipped with BLE (Bluetooth low energy) capability and be connected to the Internet in order to download and install the Application. If Your Device is not connected to the Internet or is in “airplane mode”, You may not be able to use the Application. The Application is intended for use with Compatible Systems in order to commission set-up and use of Compatible Systems and/or use the dormakaba products or services which You are authorized to access. You agree to use the Application only in relation to commission, use or set-up those Compatible Systems, products and services, and any other limited purpose specified by dormakaba, if any. You acknowledge and agree that we do not control, and we do not need to check if the person accepting these Terms by registration, downloading, installing and/or using the Application is legally authorized by you to do so.

**3. Duty of Care.** You must take the necessary precautions to treat the Application and Your Device with appropriate care, keeping in mind that any unauthorized use of the Application may have important consequences. You must keep and treat Your Device with the same level of security as You would use for Your physical keys or wallet.

You further agree to:

manage, protect, maintain the confidentiality of Your password or PIN, and take all necessary precautions to keep Your Device secure against unauthorized use or access of the Application by enabling a password or PIN or other similar security measure to protect Your Device against unauthorized access.

make sure that all settings, required network connections, and changes necessary to operate the Application on or from Your Device are up to date and correct, and keep Your Device and the Application current by downloading Updates as and when they become available.



Because we have no practical way to monitor or control your behavior respecting your PIN, password, and Device, dormakaba cannot accept any responsibility or liability for any loss, damage, or any other claims that may arise from Your failure to keep Your password and/or PIN confidential and secure, protect it from unauthorized access, and/or to notify the employer or company You represent (if applicable) in the event Your password or PIN has been compromised or hacked, misappropriated or used without authorization.

**4. License Grant.** Subject to your compliance with the terms of this EULA, dormakaba grants You a limited, non-exclusive, non-sublicensable, non-assignable, and non-transferable right to download, install, and use the Application on a Device owned or otherwise controlled by You strictly in accordance with the Application's documentation.

**5. Updates.** dormakaba reserves the right and may from time to time in its sole discretion develop and provide Application Updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). These Terms apply in the version applicable when You install or update the Application. We reserve the right to change these Terms at any time without notice to You by posting changes on our Website ([www.dormakaba.com](http://www.dormakaba.com)) or by updating the Application to incorporate the new Terms. Your continued use of the Application after changes are published or posted constitutes Your acceptance of the amended Terms. If You do not agree with these Terms, You must cease downloading, installing or using the Application immediately.

**6. Term and Termination.** The term of this EULA commences when You download/install the Application, register Your account and acknowledge Your acceptance and will continue in effect until terminated by You or dormakaba as set forth in this Section.

You may terminate this EULA without cause at any time by deleting or uninstalling the Application and all copies thereof from Your Mobile Device. We may terminate this EULA without cause at any time by providing You with prior written notice.



This EULA will terminate immediately and automatically without any prior notice when (a) commissioning of the Compatible Systems is complete, or (b) if You violate any of the terms and conditions of this EULA, or (c) when You sell, otherwise hand over, deliver or transfer, dispose of or cease using Your Device, or (d) you or the third-party who authorized Your access to the Application ceases to use the Compatible Systems.

Upon termination all rights granted to You under this EULA will also terminate; and You must cease all use of the Application and delete or uninstall all copies of the Application from Your Device. Termination will not limit any of dormakaba's rights or remedies at law or in equity.

**7. No Warranties.** THE FOLLOWING CLAUSE 7 DOES NOT APPLY TO QUEBEC CONSUMERS. DORMAKABA MAKES NO WARRANTIES FOR SERVICE, PRODUCTS, SOFTWARE, MAINTENANCE OR SUPPORT EXCEPT AS OTHERWISE PROVIDED HEREIN AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DORMAKABA. THE APPLICATION (AND INFORMATION PROVIDED ABOUT THE APPLICATION) IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATION, CONDITION, OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DORMAKABA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED REPRESENTATIONS, CONDITIONS, AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND REPRESENTATIONS, CONDITIONS, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, DORMAKABA PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND THAT THE APPLICATION WILL MEET YOUR

REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, HARDWARE, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS, BUGS, OR DEFECTS CAN OR WILL BE CORRECTED. IN ADDITION, THE ACCESSIBILITY, AVAILABILITY AND/OR FUNCTIONALITY OF THE APPLICATION MAY BE WAIVED OR RESTRICTED DURING MAINTENANCE WORK, REPAIRS OR INTRODUCTION OF FEATURES OR FUNCTIONALITY CARRIED OUT BY US OR BY THIRD PARTIES.

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**8. Limitation of Liability.** THE FOLLOWING CLAUSE 8 DOES NOT APPLY TO QUEBEC CONSUMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DORMAKABA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE FOR CLAIMS OR DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO:

(A) PERSONAL INJURY, PROPERTY DAMAGE, DAMAGES FOR LOSS OF USE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA,



LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, LOSS OF OPPORTUNITY, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES;

(B) ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES;

(C) ANY DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY OR NATURE OF THE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR STRICT LIABILITY, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR DORMAKABA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding the foregoing, there is no limitation of liability for damages caused by dormakaba's willful misconduct or gross negligence or fraud. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you. In such case, the exclusions and limitations will apply to the maximum it can under the law.

**9. Indemnification.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DORMAKABA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBDIARIES, PARENTS AND OTHER CORPORATE AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR USE OR MISUSE OF THE APPLICATION, YOUR BREACH OF THIS EULA OR ANY ACT OR OMISSION (WHETHER NEGLIGENT, RECKLESS OR WILFUL) ON YOUR PART OR ON THE PART OF YOUR EMPLOYEES, AGENTS OR

PERMITTED ASSIGNS, IN CONNECTION WITH THE PERFORMANCE OF YOUR OBLIGATIONS UNDER THIS EULA.

**10. Representations.** You represent and warrant that (i) Your use of the Application will be in strict accordance with these Terms and with all applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and regarding the transmission of technical data exported from the country in which you reside and (ii) Your use of the Application will not infringe or misappropriate the intellectual property rights of any third party.

**11. Privacy.** When you register, download, install, activate or use the Application, we may receive or collect information about you and your use, including contact information relating to your use of the Application and/or for a particular service. When You share information with us You confirm that such information is correct, complete and accurate and will be updated by You on a regular basis. Furthermore, you represent and warrant to have obtained all approval, license, consent and agreement (as may be needed) to enter into and execute these Terms and to use of the Application as set out in this EULA.

Currently, the only personal data of You we store is the E-Mail Address and mobile phone number provided. We may store and use these personal data and other information especially for the following purposes: (i) to provide and support the Application, (ii) to process and measure your use of the Application, (iii) to customize and improve the Application and related services, (v) to detect and prevent abuse of the Application and loss or theft of your Device and (vi) to safeguard our interests. Further information regarding privacy and data protection can be found on [www.dormakaba.com](http://www.dormakaba.com). For any questions or concerns please contact: [data.protection@dormakaba.com](mailto:data.protection@dormakaba.com).

**12. Miscellaneous Terms.** If a provision of these Terms is found to be invalid or unenforceable, then the remaining provisions will remain unaffected, and the invalid or unenforceable provision(s) will be replaced by valid and enforceable terms that most



nearly achieve the economic purpose of the invalid provision(s). This rule applies by analogy to contractual omissions or ambiguities, intended or unintended. If you believe that you have other or further rights than those set out in these Terms based on mandatory law, you should inform us of such right(s) for us to provide in our sole discretion an alternative remedy for the situation.

The Application and all information (including software, text, images, tools etc.) contained in the Application are protected by copyright and by other intellectual property rights. "DORMAKABA", and other words or combinations thereof, labels and/or designs that may be used in the Application are brands and trademarks registered by us or by our affiliates. No rights (including intellectual property rights) in or to the Application or any parts thereof are transferred to you by downloading, installing and/or using the Application.

You shall not assign or transfer or purport to assign or transfer these Terms (or any part thereof) to any other company or person without the prior written consent of dormakaba. dormakaba shall be entitled to assign or transfer these Terms or any part thereof at any time to a third-party of its choice.

These Terms, including the EULA and any and all kind of privacy or data protection policies (as applicable, e.g. on the website of dormakaba or related to the Compatible Systems), which are hereby incorporated by reference, is the complete and exclusive agreement of the Parties with respect to the subject matter hereof and waives all prior discussions and agreements between the Parties. No modifications of or amendment to these Terms, nor any waiver of any rights under these Terms, will be effective unless in writing and signed by dormakaba. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms except as expressly stated in these Terms.

These Terms and any access to or use of the Application will be governed exclusively by the laws of Delaware, excluding its conflict of law provisions. Any dispute or claim arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the federal and state courts of Delaware.