

## Okotech Limited's heatboss terms of use

The heatboss web application (referred to henceforth in this document as 'heatboss') is owned and provided by Okotech Limited. Okotech Limited are registered in Northern Ireland (NI607115) at 6 Doagh Road, Ballyclare, Northern Ireland, BT39 9BG and trade as heatboss. Within this document, 'we', 'our' and 'us' refers Okotech Limited and 'you' and 'your' refers any person who accesses, logs into or otherwise uses heatboss.

### 1 General

- 1.1 Access to and use of heatboss is subject to these Terms of Use and our Privacy Policy. By accessing and using heatboss, you agreed to be bound by and to act in accordance with these Terms of Use and our Privacy Policy. If you do not agree to these Terms of Use or our Privacy Policy, you are not permitted to access and use heatboss and you should cease such access and/or use immediately.
- 1.2 If you breach any terms of these Terms of Use, we reserve the right to terminate your right to access and use of heatboss shall cease immediately.
- 1.3 We reserve the right to amend these Terms of Use from time to time without notice by amending this document. The amended Terms of Use will be effective from the date they are posted on the heatboss website and/or web application. As these Terms of Use may be amended from time to time, you should check them whenever you visit the heatboss web application or website. Your continued use of heatboss will constitute your acceptance of the amended Terms of Use.

### 2 Our Services

- 2.1 We provide an independent online service (heatboss) which enables you to manage the heating within your building down to a room level from a web-enabled device.
- 2.2 We aim to provide uninterrupted access to heatboss. From time to time, our own cloud storage provider may require some down to make updates which may affect access.
- 2.3 All data gathered within heatboss, such as temperatures, battery levels, user interactions etc.. is the property of Okotech Limited and is protected by copyright and other rights. You may not extract and/or re-utilise any parts of the content of heatboss without our express written consent. In particular, you may not use any data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-use any substantial parts of the heatboss system, without our express written consent. You may also not create and/or publish your own database that features substantial parts of heatboss.

### 3 Permitted Use

- 3.1 You are only permitted to access and use heatboss in accordance with these Terms of Use to manage the heating within your building(s). Without previous consent, access to and use of heatboss other than for the agreed purpose is strictly prohibited.
- 3.2 As a condition of your use of heatboss, you agree:
  - 3.2.1 not to use heatboss if you are under the age of 16;
  - 3.2.2 not to use heatboss for any purpose that is unlawful under any applicable law or prohibited by these Terms of Use;
  - 3.2.3 not to use heatboss to cause discomfort or harm to other people within your building i.e. by turning the heat up to high or down too low;
  - 3.2.4 not to use heatboss in any manner that disrupts the operation of your business, Okotech's business or any other entity;
  - 3.2.5 not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
  - 3.2.6 not to use heatboss to gain unauthorised access to or use of computers, data, systems, accounts or networks;
  - 3.2.7 not to attempt to circumvent password or user authentication methods; and
  - 3.2.8 to comply with the provisions relating to our intellectual property rights and software contained in these terms of use
- 3.3 We shall be entitled to disclose your name with any changes that you make to heatboss at our sole discretion and where legally required (without giving you prior notice).
- 3.4 You may operate a link to heatboss provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us. You must not operate a link to heatboss in such a way as to suggest or imply any form of association, approval or endorsement by us. We reserve the right to require you to immediately remove any link to heatboss at any time and we may withdraw any linking permission at any time.

- 3.5 We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of any applicable laws, these Terms of Use or any other applicable terms and conditions, guidelines or policies.

#### 4 Your User Account

- 4.1 If you use heatboss, you are responsible for maintaining the confidentiality of your user account and password and for restricting access to your computer and/or any devices. To the extent permitted by law, you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept strictly confidential and secure and you should inform us immediately and change your password if you have any reason to believe that your password has become known to anyone else, or if the password is being or is likely to be, used in an unauthorised manner.
- 4.2 You are responsible for ensuring that the details you provide to us are correct and complete, and for informing us of any changes to the information you have provided.

#### 5 Intellectual Property

- 5.1 heatboss and all intellectual property rights and other rights within it, including but not limited to any content are owned by Okotech Limited. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property pursuant to these terms of use. This means, for example, that we remain owners of them and free to use them as we see fit.
- 5.2 Nothing in these Terms of Use grants you any legal rights in heatboss other than as necessary to enable you to control your heating.

#### 6 Privacy

- 6.1 We will obtain personal information about you to enable you to become a heatboss user and will process this information in accordance with relevant Data Protection legislation and our Privacy Policy.
- 6.2 We may monitor and record communications with you (such as telephone conversations and emails) in our support services log, to ensure that our staff are providing the appropriate level of service.

#### 7 Miscellaneous

- 7.1 These Terms of Use constitute the agreement between you and us relating to your access to and use of heatboss and supersedes any prior agreements. The owner of the company will have signed a separate set of Terms and Conditions (heatboss support agreement T&Cs v1.0).
- 7.2 Any variation, including the introduction of any additional terms of use, shall only be binding when agreed in writing and signed by the you and us.
- 7.3 If any provision of these Terms of Use is held to be unlawful, invalid or unenforceable, that provision shall be deemed deleted from these Terms of Use and the validity and enforceability of the remaining provisions of these Terms of Use shall not be affected.

#### 8 Governing Law

- 8.1 These Terms of Use, and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with, the laws of Northern Ireland, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Northern Ireland.

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heatboss is a trading name of Okotech Ltd, a company registered in Northern Ireland, No. NI607115

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