

MOBILE APPLICATION END-USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE “Agree” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE “I don’t Agree” BUTTON BELOW OR CLOSE THIS APPLICATION.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, Mitsubishi Heavy Industries Thermal Systems, Ltd. of 3-1, Asahi, Nishi-biwajima-cho, kiyosu, Aichi, 452-8561, Japan, license you to use:

- Smart M-Air mobile application software, the data supplied with the software, (“**App**”) and any updates or supplements to it.
- The related online documentation (“**Documentation**”).
- The service you connect to via the App and the content we provide to you through it (“**Service**”).

as permitted in these terms.

YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy You can always check privacy policy from the App menu. We will comply with our obligations under the General Data Protection Regulation (“**GDPR**”) or domestic laws or regulations in any countries related to data protection which were enacted in accordance with the GDPR.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

App Store's TERMS ALSO APPLY

These terms are concluded between you and us, and we remain solely responsible for the App, Documentation and Services. However, the ways in which you can use the App and Documentation may also be controlled by the App Store's terms of service (which can be found on their website) which will apply to the extent there is any conflict between these terms and App Store's terms of service.

OPERATING SYSTEM REQUIREMENTS

This App requires a iPhone device with a minimum of 2G byte of memory and the iOS operating system version 12 or higher.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

[Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at User's Manual or FAQ on our website.

Contacting us (including with complaints). If you have any questions, complaints or claims about the App or the Services or wish to contact us for any other reason please email our customer service team at [smart_m_air_privacy_policy@mhi.com] . Also, please contact the relevant Distributor directly. Details of Distributors in your country are available on MHIAE's website: [<http://www.mhiae.com/suppliers>].

How we will communicate with you. Notices to all customers are sent to customers by the notification function in the App.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto iPhone and view, use and display the App and the Service on such devices for your personal purposes only. In addition you may share the App and the Service in accordance with the rules set out in App Store's rules on Family Sharing and Volume Purchase Program (which can be found on their website).
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the "LICENCE RESTRICTIONS" in this agreement, make up to two copies of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND BUY THE APP

You must be 18 or over to accept these terms and download the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above (Please see "HOW YOU MAY USE THE APP" in this agreement). Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it. You must also keep all passwords secure and not provide this information to anyone else.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change with details of the change or notifying you of a change when you next start the App. If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

We have no obligation to provide any maintenance or support services with respect to the App or Services. However, from time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

App Store has no obligation to provide any maintenance or support services with respect to the App.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

Certain Services, will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data.

You may stop us collecting such data at any time by turning off the location services settings on your device.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- except in the course of permitted sharing (Please see "HOW YOU MAY USE THE APP" in this agreement.) not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;

- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- comply with any third party terms of agreement when using the App (e.g. your wireless internet service agreement);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect harvest, or modify any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation or the Services other than the right to use them in accordance with these terms.

In the event of any third party claim that your possession and use of the App, Documentation or Services infringes that third party's intellectual property rights, to the extent that we are required to defend or indemnify you under applicable law, we will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim and not App Store.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

No warranties. The App, Documentation and Services are provided on an "as is" basis. As such, we disclaim all warranties about the App, Documentation and Services to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, We, and not App Store, shall be solely responsible for such warranty.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have

avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will take reasonable steps to minimise the effect of the delay. We will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

Product claims. To the extent you have any claims arising from or relating to your use of the App or Services, we, and not App Store, are responsible for addressing such claims. These may include, but are not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. Nothing in these terms shall be deemed an admission that you may have such claims.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.

- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, other than to App Store and their subsidiaries who are third party beneficiaries to these terms. Such third party beneficiary will have the right (and will be deemed to have accepted the right) to enforce this agreement against you.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by Japanese law and you can bring legal proceedings in respect of the products in the Japanese courts only.