

TERMS OF USE FOR KÄRCHER NA HOME ROBOTS APP

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Preamble

The mobile application "Kärcher Home Robots" (hereinafter "App") is provided by Kärcher North America, Inc. (hereinafter "Kärcher NA," "we," "our," or "us"). The App is a specific software application, that can be used on mobile devices to remotely control the Vacuum Robots offered by KÄRCHER RCV3 / RCV5 (hereinafter "Robot Vacuum Cleaner").

These Terms of Use (hereinafter "Terms") govern the contractual relationship between Kärcher NA as provider and operator of the App and the persons who download, access, and/or use the App (hereinafter "Users," "you," or "your").

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND KÄRCHER NA. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ACCESS TO AND USE OF THE APP IS SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND KÄRCHER NA RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE APP IF YOU VIOLATE THESE TERMS. BY DOWNLOADING THE APP OR BY ACCESSING OR OTHERWISE USING THE APP, YOU AGREE TO THESE TERMS WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH KÄRCHER NA. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT DOWNLOAD, ACCESS, OR OTHERWISE USE THE APP, ANY SERVICES AVAILABLE THROUGH THE APP, OR ANY INFORMATION CONTAINED ON THE APP.

1. Scope of these Terms

1.1 Use of the App offered is permitted exclusively on the basis of these Terms.

1.2 MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER. These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, the User agrees that disputes between the User and Kärcher NA regarding the User's use of the App will be resolved by binding, individual arbitration and the User waives their right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator's decision will be subject to very limited review by a court. The User will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. For more details, see below.

1.3 These Terms may be supplemented, modified or replaced by further conditions in individual cases. By downloading the App or commencing use, the validity of these Terms in their respective version is accepted.

1.4 By using the App, you consent to receiving electronic communications, including electronic notices, from Kärcher NA. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the App. These electronic communications are part of your relationship with Kärcher NA. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

2. Services

2.1 Kärcher NA makes the App available for download in the Google Play Store and in the Apple App Store for the corresponding Android and iOS end devices under the conditions specified there. You acknowledge and agree that the availability of the App may be dependent on the app store from which you received the application's license, i.e., the Google Play Store or the Apple App Store. You acknowledge and agree that these Terms are between you and us and not with the applicable app store. However, if you downloaded the App from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms will control.

2.2 Kärcher NA provides specific functions in the App for controlling the Robot Vacuum Cleaner and keeps certain information available in the App for retrieval or download. The information presented on or through the App is made available solely for general information purposes. Kärcher NA does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Kärcher NA disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other User, or by anyone who may be informed of any of its contents.

2.3 To use the functions, the App must be connected to the Robot Vacuum Cleaner via Wi-Fi.

2.4 Kärcher NA is entitled to change the operation of the App or the functions. New versions of the App are generally made available via updates.

2.5 Due to the nature of the internet and computer systems, Kärcher NA does not guarantee the uninterrupted availability of the App and the usability of all functions.

2.6 In order to improve User experience and optimize service content, Kärcher NA reserves the right to provide replaced, modified and upgraded versions of the App.

3. Rights of use to information, software and documentation

3.1 The use of the information, software and documentation made available on the App is subject to these Terms or, in case of updates of information, software or documentation, subject to the relevant license terms previously agreed with Kärcher NA. Separately agreed license terms, e.g. when downloading software, take precedence over these Terms.

3.2 Kärcher NA grants the User a non-exclusive and non-transferable right to use the information, software and documentation provided in the App to the extent agreed or, in the absence of any agreement, to the extent consistent with the purpose pursued by Kärcher NA in providing and making them available.

3.3 Neither information, software nor documentation may be distributed, rented or otherwise made available by the User to third parties at any time.

3.4 The information, software and documentation made available in connection with the App are protected by copyright laws. The User shall observe these rights, in particular shall not remove identifiers, trademarks and copyright notices from the information, the software, the documentation or copies thereof.

4. Intellectual Property

4.1 Notwithstanding the special provisions in clause 4 of these Terms, information, brand names and other contents of the App may not be modified, copied, reproduced, sold, rented, used, supplemented or otherwise exploited without the prior written consent of Kärcher NA.

4.2 Apart from the rights of use or other rights expressly granted herein, the User is not granted any further rights of any kind whatsoever, in particular to the company name and to industrial property rights such as patents, utility models or trademarks, nor is Kärcher NA under any corresponding obligation to grant such rights.

4.3 Kärcher NA may use any ideas and suggestions submitted by the User on the App for the development, improvement and sale of products from its portfolio free of charge.

5. Obligations of the User

5.1 By accessing or using the App, you represent and warrant that you are at least eighteen (18) years old.

5.2 When using the App, the User must not

- Publish, transmit, distribute or store content that violates the respective national laws;
- violate industrial property rights, copyrights, personal rights, property rights or other rights of third parties;

- transmit content containing viruses or other malware that may damage the App or the Robot Vacuum Cleaner;
- interfere with or attempt to gain unauthorized access to Kärcher NA network services; or
- impair in any way the integrity or operation of the App or any other User's ability to access and use the App.

This list of prohibited activities provides examples and is not complete or exclusive.

5.3 Kärcher NA may block access to the App at any time if the User breaches its obligations under these Terms. When legally required or at its discretion, Kärcher NA will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this App or on the Internet, which may include disclosing any information it obtains. In addition, Kärcher NA may disclose information it obtains as necessary or appropriate to operate or improve the App, to protect Kärcher NA and/or other Users, or for any other purpose that the law permits.

6. Hyperlinks

The App may contain hyperlinks to third-party websites. Kärcher NA accepts no responsibility for the content of these websites, nor does Kärcher NA adopt these websites and their content as its own, as Kärcher NA does not control the linked information and is not responsible for the content and information provided there. Their use is at the User's own risk. YOU AGREE THAT KÄRCHER NA WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY WEBSITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

7. Disclaimer of Warranties

Your use of the App is at your own risk. The information, software and documentation provided through the App have not been verified or authenticated in whole or in part by Kärcher NA, and they may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the information, software and documentation contained on this App. We have no liability for any errors or omissions in the information, software and documentation, whether provided by us, our licensors or suppliers or other Users.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE APP, THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE APP AND ANY REFERENCED THIRD-PARTY WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED

AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, KÄRCHER NA AND/OR ITS SUPPLIERS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, KÄRCHER NA AND/OR ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APP, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE APP IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

BY PROVIDING THE SERVICES ON THE APP, KÄRCHER NA AND/OR ITS SUPPLIERS DO NOT IN ANY WAY PROMISE THAT THE SERVICES AND APP WILL REMAIN AVAILABLE TO YOU. KÄRCHER NA IS ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE APP AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

8. Limitation of Liability

KÄRCHER NA CANNOT GUARANTEE THE APP WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE APPLICATION REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE APP ARE UNAVOIDABLE AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

NOTWITHSTANDING THE FOREGOING, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE APP, THE MATERIALS, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE APP, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY YOU TO KÄRCHER NA FOR ANY PRODUCTS OR SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE INCIDENT GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL KÄRCHER NA BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE APP, OR ON ANY HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Data protection

With regard to the collection and processing of personal data, Kärcher NA also publishes a [Privacy Policy](#). Although it is not part of these Terms, Kärcher NA

encourages Users to read it to better understand how they can update, manage, access, and delete their personal data.

10. Indemnification

You agree to indemnify, defend and hold harmless Kärcher NA and, to the extent applicable, Kärcher NA's subsidiaries and affiliates, and each of their and Kärcher NA's respective directors, officers, shareholders, employees, agents, representatives, clients, contractors and third-party service providers, for any and all losses, claims, demands, actions, liability, fines, penalties and expenses (including reasonable legal fees) that may arise from any of your acts through the use of the App. Such acts may include: (i) providing content to or communicating with Kärcher NA or, to the extent applicable, Kärcher NA's subsidiaries or affiliates; (ii) unauthorized use of material obtained through the App; (iii) engaging in a prohibited activity; or (iv) any other action that breaches these Terms. Kärcher NA reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

11. Injunctive Relief

You acknowledge that Kärcher NA may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, Kärcher NA shall be entitled, without prejudice to any other rights and remedies that may be sought under the mandatory arbitration provision of these Terms, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Colorado. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

12. Mandatory Arbitration and Class Action and Jury Trial Waiver

Most concerns can be resolved quickly and to your satisfaction by contacting Kärcher NA as set forth in the “**Questions**” section below.

In the event that Kärcher NA is not able to resolve a dispute, and with the exception of the claims for injunctive relief by Kärcher NA as described above and to the extent allowed by law, you hereby agree that either you or Kärcher NA may require any dispute, claim, or cause of action (“Claim”) between you and Kärcher NA or any third parties arising out of use of the App and any other actions with Kärcher NA (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the

scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and Kärcher NA agree that your use of the App involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or Kärcher NA elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or Kärcher NA may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and Kärcher NA cannot then agree upon a substitute arbitrator, you and Kärcher NA shall request that a court with proper jurisdiction appoint an arbitrator. However, Kärcher NA will abide by

the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court, and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, Kärcher NA will pay. All other arbitration fees and expenses shall be allocated to Kärcher NA according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by Kärcher NA only upon advance notice to you. If Kärcher NA makes any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against Kärcher NA prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and Kärcher NA. However, Kärcher NA may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and Kärcher NA as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the App and any other actions with Kärcher NA.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing Kärcher NA at privacy.us@karcher.com and including in the subject line "Rejection of Arbitration Provision."

13. Copyright Complaints

Kärcher NA respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us through the contact information provided in these terms.

14. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, excluding its conflicts of law rules, and the United States of America. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of these Terms (including but not limited to if you opt out of the agreement to arbitration) shall be governed by the exclusive jurisdiction and venue of the state and federal courts of Denver, Colorado, except where the jurisdiction and venue are mandated by applicable assignment.

15. Other Terms

Merger. These Terms (which hereby incorporate by reference any other provisions applicable to use of the App) constitutes the entire agreement between the User and Kärcher NA and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between the User and Kärcher NA with respect to the App and information, software, products and services associated with it.

Severability. If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Kärcher NA's prior written consent. Kärcher NA may freely assign its obligations and rights under these Terms, including all personal information in Kärcher NA's possession that it has collected during your use of the App as further described in the [Privacy Policy](#).

No Waiver. No failure, omission or delay on the part of Kärcher NA in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms.

Headings. Provision and section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

Typographical Errors. Information on the App may contain technical inaccuracies or typographical errors. Kärcher NA attempts to make the App's postings as accurate as possible, but Kärcher NA does not warrant the content of the App is accurate, complete, reliable, current, or error-free.

16. Questions

If you have any questions or comments about these Terms or the App, please contact Kärcher NA by email at privacy.us@karcher.com.