

TERMS OF USE, DATA PROTECTION NOTICE AND IMPRINT FOR THE NEOPERL APP

I TERMS OF USE

The NEOPERL App for Smartphones (hereinafter the "App") is provided to you by Neoperl Servisys AG (hereinafter "Neoperl"). Its use is subject to the terms of use set out below.

1. Scope of application

- 1.1 The App provides information, data and internet connections for information purposes. Neoperl customers, distributor and consumers may download and use the App free of charge.
- 1.2 The App is used for purposes of identification of faucet aerators in your house. On the basis of the data transmitted by you via the App and on the basis of photographs (where applicable), the product is identified and you will receive information about suitable replacement models. The App is not able to check whether the product that is to be identified is in fact suitable for the intended use. The App is therefore not intended to replace professional advice.

2. Conclusion and termination of the license agreement

- 2.1 The license agreement regarding the use of the App is concluded by downloading and installing the App and is entered into for an indefinite period. The license agreement may be terminated without notice by either party. You may terminate the license agreement by deleting the App; Neoperl terminates the license agreement by discontinuing the services offered.
- 2.2 The license agreement will be stored. You may view these terms of use and the data protection notice at any time via the App.

3. Availability, processing time, improper use

- 3.1 Neoperl reserves the right to change, expand, reduce or discontinue the App and the services offered via the App at any time and to decide about its technical availability. For that reason, Neoperl does not warrant that the services offered will always be retrievable or technically available and does not assume any liability in that regard.
- 3.2 If Neoperl receives a request from you to carry out a product identification, we will process your request as soon as possible. However, Neoperl does not guarantee a specific processing time and does not assume any liability in that regard.

- 3.3 In the event of any improper use of the App, Neoperl reserves the right to exclude the user in question temporarily or permanently from any further use.

4. Rights of use, copyright

- 4.1 The App and the content offered via the App may be used within the scope of these terms of use.
- 4.2 The App and the content offered via the App are protected by copyright and may not be changed, copied, decompiled, transferred, disseminated or offered for use by third parties against payment unless Neoperl has consented.

5. Liability

- 5.1 The information and details of suitable replacement products do not constitute commitments or warranties.
- 5.2 Neoperl does not assume any liability for the currency, accuracy, completeness or quality of the App and the data and information provided via the App, which are offered to you free of charge.
- 5.3 Neoperl is not liable for any loss or damage suffered due to inaccurate or incomplete information, fault or unavailability of the services offered or caused in any other way through usage of the App, unless Neoperl is proven to have acted intentionally or with gross negligence.
- 5.4 This does not affect liability for culpable injury to life, body or health; this also applies to liability under the Product Liability Act (*Produkthaftungsgesetz*). In the event that Neoperl has provided an express warranty, Neoperl shall be liable in accordance with statutory provisions.

6. Data protection

For details about data protection, please refer to the data protection notice.

7. Change to the terms of use, governing law

- 7.1 Neoperl reserves the right to change these terms of use at any time without giving reasons.
- 7.2 These terms of use are governed by Swiss law.
- 7.3 If individual provisions in these terms of use are or become invalid, in whole or in part, this shall not affect the validity of the other provisions.

II DATA PROTECTION NOTICE

Information regarding the processing of your personal data: When using the App, usage data is created. This usage data may be used as a basis for statistical, anonymous analyses to identify trends on the basis of which the offer can be improved accordingly. We process this data in order to ensure that the functions provided are usable and the App is secure and stable:

1. Information on Google Analytics and Firebase

The NEOPERL App optionally uses Google Analytics and Firebase. Both services are provided by Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland.

The collected data helps us to better understand the use of the App and improve it. All IP addresses will only be stored in an anonymized form. That means that the data obtained in this way cannot be used to personally identify users.

Google will use this information to analyze your use of the App in order to provide us with information in the form of anonymized, statistical reports. Google might transfer this information to third parties.

If you consent to the use of these Google services within the App, you agree to Google processing the data collected by you in the aforementioned manner and for the aforementioned purpose. You may revoke your consent at any time by deactivating the use of the services in the App.

For further information on Google Firebase and data protection, please click [here](#) and [here](#).

2. Data categories

The following data (categories) will be used in the event that you consent:

2.1 Predefined user dimensions

User dimension	Type	Description
Age	Text	Identifies users by six categories: 18-24, 25-34, 35-44, 45-54, 55-64, and 65+.
App Store	Text	The store from which the app was downloaded and installed.
App Version	Text	The version name (Android) or the Bundle version (iOS).
Country	Text	The country the user resides in.

Device Brand	Text	The brand name of the mobile device (e.g., Motorola, LG, or Samsung).
Device Category	Text	The category of the mobile device (e.g., mobile or tablet).
Device Model	Text	The mobile device model name (e.g., iPhone 5s or SM-J500M).
First Open Time	Number	The time (in milliseconds, UTC) at which the user first opened the app, rounded up to the next hour.
Gender	Text	Identifies users as either male or female.
Interests	Text	Lists the interests of the user (e.g., "Arts & Entertainment, Games, Sports").
Language	Text	The language setting of the device OS (e.g., en-us or pt-br).
New/Established	N/A	New: First opened the app within the last 7 days. Established: First opened the app more than 7 days ago.
OS Version	Text	The version of the device OS (e.g., 9.3.2 or 5.1.1).

2.2 Automatically collected events

Event name	Automatically triggered	Parameters
app_clear_data	When the user resets/clears the app data, removing all settings and sign-in data.	
app_exception	When the app crashes or throws an exception.	fatal, timestamp, engagement_time_msec
app_remove	When an application package is removed or "uninstalled" from an Android device. Android only. This event is different from the <i>Daily uninstalls by device</i> and <i>Daily uninstalls by user</i> metrics, which are both reported by Google Play Developer Console. The <i>app_remove</i> event counts the removal of application packages, regardless of the installation source, and the count changes depending on the date range you are using for the report. The <i>Daily uninstalls by</i>	

	<i>device</i> and <i>Daily uninstalls by user</i> metrics count the removal of application packages only when they were installed from Google Play, and are reported on a daily basis.	
app_update	When the app is updated to a new version and launched again. The previous app version id is passed as a parameter. This event is conceptually different from the daily upgrades by device metric, which is reported by Google Play Developer Console. An upgrade refers to the updating of the application binary, whereas an app_update event is triggered upon the subsequent launch of the upgraded app.	previous_app_version
first_open	The first time a user launches an app after installing or re-installing it. This event is not triggered when a user downloads the app onto a device, but instead when he or she first uses it. To see raw download numbers, look in Google Play Developer Console or in iTunesConnect.	previous_gmp_app_id, updated_with_analytics, previous_first_open_count, system_app, system_app_update, deferred_analytics_collection, reset_analytics_cause, engagement_time_msec
notification_dismiss	When a user dismisses a notification sent by FCM. Android only.	message_name, message_time, message_device_time, message_id, topic, label, message_channel
notification_foreground	When a notification sent by FCM is received while the app is in the foreground.	message_name, message_time, message_device_time, message_id, topic, label, message_channel, message_type

notification_open	When a user opens a notification sent by FCM.	message_name, message_time, message_device_time, message_id, topic, label, message_channel
notification_receive	When a notification sent by FCM is received by a device. Android apps only.	message_name, message_time, message_device_time, message_id, topic, label, message_channel, message_type
os_update	When the device operating system is updated to a new version. The previous operating system version id is passed as a parameter.	previous_os_version
screen_view	When a screen transition occurs and any of the following criteria are met: <ul style="list-style-type: none"> • No screen was previously set • The new screen name differs from the previous screen name • The new screen-class name differs from the previous screen-class name • The new screen id differs from the previous screen id 	firebase_screen, firebase_screen_class, firebase_screen_id, firebase_previous_screen, firebase_previous_class, firebase_previous_id, engagement_time_msec
session_start	When a user engages with your site or app.	
user_engagement	Periodically, while the app is in the foreground.	engagement_time_msec

3. Legal basis

The legal basis for the use of these two services is your voluntary *consent*.

4. Recipients/categories of recipient

The recipient of the collected data is Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland.

5. Duration of data storage

The data will be deleted after the storage purpose ceases to apply. The data whose retention time has expired will be deleted automatically.

III IMPRINT

Service Provider

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General Management / Legal Representatives

Oliver Denzler
Margot Kaiser
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Commercial Register

CH-280.3.020.741-0

VAT Registration Number

CHE-263.739.460

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