



1. Scope of Terms of Use

- 1.1. These terms of use ("**Terms of Use**") apply to access to spexor ("**spexor**"), a service offered by grow platform GmbH, Grönerstraße 9, D-71636 Ludwigsburg, Germany ("**Provider**"), and to the use of services offered via spexor ("**Services**") by registered end users ("**Users**").
- 1.2. These Terms of Use also apply to any future contracts between the User and the Provider for Premium Services that are concluded between the User and the Provider via spexor.
- 1.3. The User may retrieve and print out the currently valid Terms of Use <https://www.spexor-bosch.com/en/downloads.html>.

2. Formation of the Contract

- 2.1. The Provider and the User enter a contract ("**Contract**") by completing the registration process and activating a user account.
- 2.2. Upon formation of the Contract, the User may use (i) certain free Services ("**Basic Services**"), as well as (ii) paid Services that extend or modify the functional scope of the Basic Services ("**Premium Services**").

3. Services and Availability

- 3.1. The Services include but are not limited to the provision of functions, such as evaluation of air quality and alarm messages, data, contributions, picture and sound documents, information, and other content ("**Content**").
- 3.2. The type and scope of the Services provided, as well as details on their technical requirements and availability, can be found in the service description on the product page of the respective app store. The service description merely describes the Service. It contains no agreements on quality or guarantees.
- 3.3. Access to the Services is provided as an app for use on compatible mobile devices, such as smartphones ("**App**"). Individual Service functions may be restricted from case to case depending on access option.
- 3.4. For the use of the Services, the Provider provides the User with a user account (Section 5) that the User may design individually and under which he can manage use of Premium Services.
- 3.5. Availability:
 - 3.5.1. The Provider shall strive to ensure that the Basic Services can be used with as little interruption as possible within the scope of its technical and operational possibilities. However, there is no entitlement to uninterrupted use. It cannot be guaranteed that access to or use of Basic Services will never be interrupted or impaired by maintenance work, further developments, or other disruptions.
 - 3.5.2. Unless otherwise agreed, the Provider warrants an annual average availability of 97.0% for Premium Services. This shall not apply to times in which such Premium Services are unavailable due to maintenance work or due to technical or other problems for which the Provider is not responsible.

4. Usage Requirements

- 4.1. Access to spexor and use of the Services require a user account that the Provider provides to the User (Section 5).
- 4.2. The User is directly responsible for meeting the technical requirements necessary for contractual use of the Services in the User's area of responsibility (in particular any required

hardware, web browser, smartphone, internet access).

- 4.3. To use the Services via the App, the User must download and install the App on his smartphone. The App is available for Android and iOS. It must be installed via the respective app store. Details on technical requirements, functions, and operating instructions are available on the product page of the respective app store. The operating notices merely describe the Service. They contain no agreements on quality or guarantees.
- 4.4. The Provider may provide updates of the App, e.g. to close security gaps or to eliminate bugs. The User is obligated to install updates immediately and to always use the latest available version of the App.
- 4.5. The User may uninstall the App or delete his user account at any time (see Section 13). In that case, the User will lose access to the Services via the App. Obligations towards the Provider for payment of usage fees that have arisen for Premium Services shall remain unaffected by uninstallation of the App or deletion of the user account.
- 4.6. The Services and the functions available via the App also require special, compatible hardware that must be coupled with the App and the user account. The specific functions to which this applies are listed in the service description. If the User is no longer entitled to use the hardware (e.g. due to sale), they are obligated to immediately uncouple the hardware.

5. Registration, User Account

- 5.1. Registration takes place upon the first launch of the App. It requires a central Bosch ID subject to separate terms of use. The User will be separately informed of them during registration for the central Bosch ID.
- 5.2. After entering the login data for the central Bosch ID, the User is asked to provide additional information, e.g. first name, last name, telephone number, date of birth ("**Registration Data**"). These Registration Data must be complete and correct. In order to complete registration and submit the Registration Data, the User must accept these Terms of Use.
- 5.3. By submitting the Registration Data, the User makes an offer to the Provider to enter into the Contract based on these Terms of Use. The Provider will accept the User's offer by sending the User an email confirmation and activating the user account.
- 5.4. The text of the contract, including these Terms of Use and the service description, will be emailed to the User with acceptance of the contract offer or with the notification about this. The contract text is not stored by the Provider.
- 5.5. There is no right to registration. The Provider can refuse registration at any time and without giving reasons.
- 5.6. Any natural person is only allowed to register once with a user account. User accounts cannot be transferred.
- 5.7. The User is always obligated to keep the Registration Data stored in his user account up to date.
- 5.8. The User is obligated to handle his access credentials with care, not to disclose them to any third parties and/or not to allow any third parties to access his user account by circumventing the access credentials. The User is liable for any activities performed using his user account and which the User is responsible for. The User shall immediately change the password for his user account if he has reason to believe that the access credentials may have become known to unauthorized persons.

6. Premium Services

- 6.1. The User may order Premium Services via the App. Use of Premium Services may also be subject to additional terms of use and may require submission of further data.
- 6.2. In the scope of the ordering process, the User will be informed of the features, prices, payment

and delivery conditions, terms, cancellation periods, information on the right of withdrawal, and other details concerning the Premium Service ("**Product Information**").

- 6.3. Ordering of a Premium Service by the User constitutes a binding offer by the User. The User may change and view the booking details at any time before completion of the order. Subsequently, the User will be able to submit the order by clicking the order button. After pressing the order button and receipt of the order by the Provider, the User will receive a order confirmation by email notification, confirming receipt of the order and listing the details of the order again. The contractual relationship for the Premium Service shall enter into effect upon receipt of the email notification.
- 6.4. The text of the contract with details on the respective Premium Service ordered, including the Terms of Use, any applicable service description, and the information of the right of withdrawal, will be emailed to the User with the notification of acceptance of the contract offer. The contract text is not stored by the Provider.
- 6.5. The Provider may also offer Premium Services free of charge on a trial basis for a certain period of time ("**Trial Subscription**"). If the Trial Subscription is not cancelled in time, it will convert into a paid Premium Service on the first day after the expiry of the Trial Subscription.

7. User Content

- 7.1. The Provider may enable the User to post, upload, store, share, send, or display his own Content ("**User Content**") via spexor and make it available to third parties ("**Transmit**"), subject to the following provisions.
- 7.2. The User commits towards the Provider not to Transmit any User Content that violates the Terms of Use, applicable law, or good morals, in terms of Content, form, design, or in any other manner. In particular, the User commits to observing the applicable law (e.g. criminal, competition, and youth protection law) when Transmitting User Content and to not infringing any third-party rights (e.g. name, trademark, copyright, picture and data protection rights).
- 7.3. As far as a Service is available to the User to allow the User to communicate and interact with other users, the Provider may set rules of conduct for this purpose.
- 7.4. The User shall remain the owner of his User Content.
- 7.5. By Transmitting User Content, the User grants the Provider an irrevocable, non-exclusive, royalty-free right of use to the User Content, without limitation in terms of space, time, and Content and transferable to third parties for the purpose of providing spexor and the Services offered through it. The Provider shall be entitled at any time to use, edit, in particular to change, shorten, supplement, and combine the User Content with other Content and advertising material, and to exploit the User Content for the purposes stated in Section 7.5. The Provider shall not be entitled to use the User Content for any other purposes. This shall include in particular the right of reproduction, the right of distribution, and the right of public display, in particular the right of making available to the public.
- 7.6. The User waives his right to be cited as the author.
- 7.7. As far as the Provider explicitly offers the option of removing Transmitted User Content, the above right of use and exploitation shall expire upon deletion of the User Content. However, the Provider shall have the right to retain copies made for backup and/or verification purposes, subject to data protection rules. The rights of use granted by the Provider within the framework of its contracts with partners shall not be affected by this.
- 7.8. The User shall be responsible for the User Content posted by him. The Provider does not assume any responsibility for reviewing the User Content for being complete, accurate, legal, up to date, of high quality, and suitable for a specific purpose.
- 7.9. The Provider shall be entitled to refuse posting of User Content and/or to edit, block, or remove User Content already posted without prior notice if posting of User Content by the User or the posted User Content itself violates these Terms of Use or any legal regulations, or if the User has otherwise culpably violated contractual obligations. The Provider will consider the

legitimate interests of the User in this and choose the mildest means to defend against the violation. The Provider will inform the User about this measure by email.

8. spexor Content
 - 8.1. All rights to the Services as well as Content provided by the Provider in spexor and the Services ("**spexor Content**") are the exclusive property of the Provider or its licensors. They are protected by copyright or other intellectual property rights. The composition of spexor Content is also protected by copyright as such.
 - 8.2. Unless further use is explicitly permitted in these Terms of Use,
 - 8.2.1. spexor Content may be accessed and displayed online exclusively for the User's own purposes during the term of the Contract;
 - 8.2.2. the User must not copy, distribute, and/or publish any spexor Content;
 - 8.2.3. the User may use the spexor Content available via spexor exclusively for his own internal business purposes, provided that spexor is used within the scope of commercial or professional activity. Any further commercial use of the available spexor Content is prohibited (see also Section 10).
 - 8.3. The User is entitled to download spexor Content ("**Download**") as well as to print spexor Content, as far as an option for Downloading or printing is available via spexor as a function (e.g. by way of a Download button).
 - 8.4. The User shall receive a non-exclusive right of use for an unlimited period of time to use the spexor Content lawfully Downloaded or printed out for his own non-commercial purposes. As far as spexor Content that is provided within the scope of the use of a Premium Service is concerned, a further prerequisite for this granting of rights is the full payment for the Premium Service or the respective spexor Content. In any other respect, all rights to the spexor Content shall remain with the Provider.
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9. Third-Party Content, Third-Party Services
 - 9.1. Content does not originate exclusively from the Provider but may in part come from the Provider's affiliated companies, other users, or other third parties (hereinafter the "**Third-Party Content**").
 - 9.2. spexor and the Services may also contain links to Third-Party Content. This may include the ability to link the user account or Services to Third-Party Content that is part of a service offered by a third party ("**Third-Party Services**"). If the User uses any Third-Party Services in spexor, they shall be responsible for the associated costs and compliance with the terms and conditions applicable to the Third-Party Services.
 - 9.3. The Provider does not review any Third-Party Content and Third-Party Services for completeness, accuracy, and legality and does not adopt them as its own. In particular, the Provider does not review the security aspects related to Third-Party Content and Third-Party Services. Therefore, the Provider does not assume any warranty for the Third-Party Content and Third-Party Services being complete, accurate, legal, and up to date. This shall also apply concerning the quality of the Third-Party Content and Third-Party Services and their suitability for a particular purpose, also as far as Third-Party Content on linked external websites that may be viewed by way of framing is concerned.
 - 9.4. The Provider shall, at its sole discretion, investigate reasonable indications of violations of these Terms of Use or any illegality of individual Third-Party Content or Third-Party Services (or any part of these). If necessary, it shall take appropriate measures to remove such situations. In particular, the Provider shall immediately remove any illegal Third-Party Content as soon as the Provider becomes aware of its illegality and as far as this is technically possible.

10. Prohibited Activities

- 10.1. The Services available via spexor are intended exclusively for non-commercial use by the User. Any use for or in connection with commercial purposes is prohibited except if such use has been explicitly permitted by the Provider in writing in advance. Unauthorized commercial use shall include in particular:
- Offers and solicitations of paid Content and services, both of one's own and those of third parties;
 - Offers, applications, and implementation of activities with a commercial background such as lotteries, raffles, swaps, advertisements, or snowball systems;
 - Electronic or other collection of identity and/or contact details (including email addresses) from users (e.g. to send unsolicited emails);
 - Exploitation of the Services provided via spexor, including the Contents offered by this, in return for payment.
- 10.2. The User must not engage in any activities on spexor and in connection with use of the Services that violate these Terms of Use, applicable law, or good morals. In particular, the User commits to observing the applicable law (e.g. criminal, competition, and youth protection law) and to not infringing any third-party rights (e.g. name, trademark, copyright, picture and data protection rights).
- 10.3. Any action that is likely to impair the operation of spexor, the Services, or the technical infrastructure behind them is also prohibited. These shall include in particular:
- Transmitting Content that contains viruses, worms, malware, Trojan horses, or that has any other contaminating or destructive properties;
 - use of software, scripts, or databases in connection with use of spexor and the Services;
 - automatic reading, blocking, overwriting, modifying, copying of data and/or other Content, except if this is necessary for proper use of spexor and the Services;
 - deciphering, decompiling, disassembling, reconstructing, or otherwise attempting to determine the source code of any software or proprietary algorithms used, except as permitted by mandatory provisions that cannot be waived.
- 10.4. If the User becomes aware of any illegal, abusive, non-contractual, or otherwise unauthorized use of the Services, the User may contact grow platform GmbH, Grönerstraße 9, D-71636 Ludwigsburg, Germany, by mail or support-spexor@bosch.com by email. The Provider shall then examine the matter and, if necessary, take appropriate steps.
- 10.5. If there are any significant breaches of obligation for which the User is responsible, the Provider shall be entitled to terminate the Contract for cause upon setting an appropriate deadline in accordance with Section 13.

11. Fees, Payment

- 11.1. Registration, access to spexor, and use of the Basic Services are free of charge. The prices stated at the time of ordering shall apply to use of the Premium Services. All prices are given in Euro including value added tax. The App shall be provided to the User free of charge.
- 11.2. The usage fees for the Premium Services shall be due immediately upon order.
- 11.3. Payments for Premium Services shall be processed via the respective app store. In this case, the terms of use and payment of the respective app store terms shall take priority over these Terms of Use. If there is any conflict between the app store terms and these Terms of Use, the app store terms shall prevail.

12. Right of Withdrawal

- 12.1. As a consumer, the User has a withdrawal right in accordance with the instructions given in the annex "[Information on the Right of Withdrawal](#)". A consumer shall be any natural person who

enters a legal transaction for purposes that can be predominantly attributed neither to his commercial nor to his self-employed professional activity.

- 12.2. In case of a contract for the supply of digital content that is not provided on a tangible medium, the right of withdrawal shall expire when the Provider has commenced performance of the contract after the User has explicitly consented to this while confirming awareness of his loss of withdrawal rights upon commencement of performance of the contract.

13. Term, Termination

13.1. Term

- 13.2. The Contract is entered into for an indeterminate period of time. It shall commence with the date of registration and shall end with termination by the Provider or the User.

- 13.3. The term of the Premium Services shall be as specified in the Product Information. It shall be automatically extended by the term specified in the Product Information, except if duly terminated with the period of notice specified in it at the end of the respective current term.

13.4. Termination for Convenience

13.4.1. The Provider may terminate the Contract at any time with a period of notice of two weeks at the end of the month, but no earlier than at the end of the current term of an active Premium Service.

13.4.2. The User may terminate the Contract at any time. If the User has ordered one or several Premium Services, the Contract can only be terminated together with the contracts for the Premium Services, and no earlier than at the end of the current term for the Premium Service with the longest term.

13.4.3. The terms and periods of notice for Premium Services are stated in the Product Information.

13.5. Termination for Cause

13.5.1. The right to termination for cause shall not be affected for either party.

13.5.2. Cause shall be deemed present for the Provider in particular if

- the User repeatedly violates these Terms of Use;
- the User violates any legal regulations;
- the User is in default with the payment of agreed usage fees despite a reminder.

13.6. Consequences of Termination

13.6.1. In the event of termination of the Contract, the user account shall be blocked at the time of termination and the User shall no longer have access to his User account, the Services, and the User Content.

13.6.2. In the event of termination by the Provider for cause due to the User's fault, the Provider shall be entitled to charge an amount equal to 50% of the usage fee for the part of the current usage fees for Premium Services that remain after termination. The User has the right to prove that no damage has been incurred or that it has been incurred at a lower amount.

13.6.3. If the Contract is terminated, the Provider shall have the right to irretrievably erase the data created in connection with the user account 30 calendar days after the termination takes effect and upon expiry of any statutory retention periods. The regulations on data protection apply with priority to any personal data. They may also stipulate a shorter period for erasure.

13.6.4. The User is obligated to export and save his data and User Contents in time before termination of the Contract or expiry of the above period subject to his own responsibility.

13.7. Form of Termination

13.7.1. Except if the possibility of termination is provided for by a delete function in spexor (e.g. in the settings of the user account under "Personal data", function "Delete account"), notice of termination must be given in text form (letter, email, fax). Uninstallation of the App in

accordance with Section 4.4 shall not constitute termination of the Contract.

13.7.2. Termination of a Premium Service shall take place via the respective app store.

13.7.3. Reasons only need to be given in the case of termination for cause.

14. Warranty

14.1. The Provider does not assume any warranty for defects of material or title for Basic Services, except in cases where the Provider has fraudulently concealed the respective defect of material or title.

14.2. Premium Services are subject to the legal provisions.

15. Liability

15.1. Liability for Basic Services

15.1.1. Within the scope of the use of the Basic Services, the Provider shall only be liable in accordance with the statutory provisions in the event of intent or gross negligence, in accordance with the provisions of the Product Liability Act (*Produkthaftungsgesetz*; ProdHaftG) and at the scope of any guarantee assumed by the Provider.

15.1.2. Liability shall be excluded in all other respects.

15.2. Liability for Premium Services

15.2.1. The Provider shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of the Product Liability Act, (iii) at the scope of a guarantee assumed by the Provider, and (iv) in the event of violation of life, body, or health of a person.

15.2.2. In cases of negligently caused property damage and financial loss, the Provider shall only be liable in the event of a breach of an essential contractual obligation. However, the amount shall be limited to the damage foreseeable and typical for the contract at the time the contract was concluded. Essential contractual obligations shall be such obligations the compliance with which characterizes the Contract and that the User may rely on.

15.2.3. Liability shall be excluded in all other respects.

15.3. Legally provided limitations of liability (e.g. according to § 10 of the Product Liability Act) that deviate from the above liability provisions in the Provider's favor shall remain unaffected.

15.4. The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of the Provider as well as to the personal liability of employees, representatives, and bodies of the Provider and to claims for reimbursement of expenses.

15.5. The above provisions shall not include any change to the burden of proof to the disadvantage of the User.

16. Indemnification

If any claims are asserted against the Provider due to an alleged or actual infringement and/or violation of third-party rights, the User shall indemnify the Provider against any third-party claims, including any damage arising from them (e.g. costs for appropriate legal defense) that result from actions of the User in connection with use of spexor and the Services and for which the User is responsible.

17. Data Protection

All information on processing of personal data can be found in the Provider's Data Protection Policy. It is available at <https://www.spexor-bosch.com/en/data-protection-policy/>.

18. Online Dispute Resolution Platform, Dispute Resolution Procedure, Complaints

- 18.1. The European Commission provides a platform for online dispute resolution (OS): <https://ec.europa.eu/consumers/odr>. The platform is available at <http://ec.europa.eu/consumers/odr/>. The email address of the Provider is support-spexor@bosch.com.
- 18.2. The Provider is neither obligated nor willing to participate in a dispute resolution procedure in accordance with the German Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*; VSBG).
- 18.3. Any complaints, grievances, questions, and comments can be asserted or submitted using the contact details provided in the [company information](#).

19. Applicable Law, Jurisdiction

- 19.1. The law of the Federal Republic of Germany shall apply, subject to exclusion of the UN Convention on Contracts for the International Sale of Goods if (i) the User has his habitual residence in Germany, or (ii) his habitual residence is in a country that is not a member of the European Union. If the User maintains his habitual residence in a member state of the European Union, German law shall also be applicable, with mandatory provisions of the state in which the User has his habitual residence remaining unaffected ("*principle of favorability*").
- 19.2. If the User is an entrepreneur, the exclusive place of jurisdiction for all legal disputes arising from or in connection with these Terms of Use shall be Stuttgart, Germany. The same shall apply if the User had his domicile or habitual residence in Germany at the time of conclusion of the contract and has either moved out of Germany at the time the action is brought by the Provider or the User's domicile or habitual residence is unknown at that time.

20. Amendment of the Terms of Use

- 20.1. The Provider shall have the right to amend or supplement provisions of these Terms of Use at any time, effective for the future, as far as this becomes necessary due to changes in the law or due to functional adjustments to spexor or the Services.
- 20.2. The User shall be notified of any changes or amendments by email no later than six weeks before these enter into effect. It is not necessary to submit the amended or supplemented Terms of Use in detail or the new version of the Terms of Use as a whole. Instead, it shall be sufficient to inform the User that the amendments or supplements were made. The Provider shall provide a link in the announcement where the new version of the Terms of Use can be viewed in its entirety.
- 20.3. If the User does not object to the amendment or supplementation within 30 days of the announcement of the amendment or supplementation and continues to use spexor and the Services, this shall be deemed consent to the amendment or supplementation ("*implied consent*"); the Provider shall refer to this separately in the announcement. Implied consent shall not apply to any changes that concern a main performance of the Contract if it would lead to an unfavorable disproportion between performance and compensation to the User's detriment.
- 20.4. In the event of objection, the usage relationship shall continue subject to the previous conditions. The Provider reserves the right to terminate the usage relationship in accordance with Section 13 in the event of an objection.
- 20.5. Editorial changes to these Terms of Use, i.e. changes that do not affect the contractual relationship, such as the correction of typing errors, shall be made without notifying the User.

21. Changes in Performance, Price Adjustments
 - 21.1. Change in Performance
 - 21.2. The Provider reserves the right to change, supplement, or discontinue the Basic Services at any time or to limit use of the Basic Services in time or to make them available for a fee. The User has no claim to certain Basic Services or parts thereof being maintained. The Provider shall strive to consider the legitimate interests of the User from case to case.
 - 21.3. The Provider reserves the right to adapt the Services provided within the context of Premium Services to changed technical conditions or concerning any further developments or technical progress at any time, even within the existing User relationship, provided that the changes are reasonable for the User, under consideration of the Provider's interests.
 - 21.4. Price Adjustments
 - 21.4.1. The Provider is entitled to adjust usage fees for Premium Services up to once per contractual year to reflect the impact of changes in the overall costs associated with the Services. Examples of cost elements that affect the price of Premium Services include licensing fees, fees for technical provision and distribution of Premium Services, customer service, and other distribution costs (e.g. billing and payment, marketing), general administrative costs (e.g. rent, costs of personnel, subcontractor services, IT systems, energy), and taxes and duties.
 - 21.4.2. The User shall be informed of any price adjustment by email no later than six weeks before they are scheduled to enter into force. If the User does not terminate the contract after being informed of the price adjustment and continues to use the Premium Services after the price adjustment has entered into force, the price adjustment shall become binding for the parties. The notification of change shall include separate information for the User on the consequences of the change and his right of termination.
 - 21.4.3. As far and as soon as the cost elements referred to in Section 21.4.1 reduce for the Provider, the Provider shall reduce the monthly usage fees accordingly. Any increases of other cost elements can only be considered if the Provider has not already considered these costs in the context of an increase in the monthly usage fees.
 - 21.4.4. Independently of Sections 21.4.1 to 21.4.3, the Provider shall be entitled to adjust the monthly usage fees accordingly in the event of an increase in the statutory value added tax and obligated to do so in the event of a reduction.
 - 21.5. Sections 20.2 to 20.4 shall apply accordingly regarding any changes in performance and price adjustments that significantly exceed the regular increase in the cost of living.
22. Final Provisions
 - 22.1. Detailed information on the Provider is provided to the User in the App's company information.
 - 22.2. Contracts shall be entered into in the English language.
 - 22.3. Any legally relevant declarations and notifications which are to be made to the Provider after conclusion of the contract (e.g. setting of deadlines) must be made in text form (letter, email) in order to be effective.
 - 22.4. If any provision of these Terms of Use is or becomes invalid or unenforceable, this shall not affect the remaining provisions.