

TERMS

Terms of Use

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THIS SITE.

This website (the "Site") is provided by HOS BV.

BY USING THE SITE OR DOWNLOADING MATERIALS FROM THE SITE, YOU AGREE TO ABIDE BY THESE TERMS AND THE ASSOCIATED PRIVACY AND COOKIE POLICIES. IF THERE IS A CONFLICT BETWEEN THESE TERMS AND THE TERMS OF THE PRIVACY AND/OR COOKIE POLICY, THE TERMS OF THE PRIVACY AND COOKIE POLICIES WILL GOVERN AND CONTROL.

IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, PLEASE DO NOT USE OR VIEW THE SITE OR DOWNLOAD ANY SITE CONTENT.

CHANGES

HOS BV reserves the right, in its sole discretion, to change, modify, add or remove any portion of these Terms, the Site, and/or Contents in whole or in part, at any time, without notice. Changes will be effective when such change is posted. Your continued use of the Site after any changes to the Terms are posted will be acceptance of those changes.

INTERNATIONAL USERS AND CHOICE OF LAW

THIS SITE IS OPERATED AND ADMINISTERED FROM WITHIN EU. IF YOU ACCESS THIS SITE FROM A LOCATION OUTSIDE OF THE EU, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL LAWS. WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAW PROVISIONS.

Upon HOS BV belief that your conduct fails to conform to these Terms, HOS BV in its sole discretion and without notice, may block your access to this Site, terminate your limited license, investigate and involve and cooperate with law enforcement authorities, and pursue a civil action or criminal prosecution for any alleged or actual illegal activities involving this Site.

Site Content

The Site contains trademarks, service marks, copyrighted materials and other content owned, licensed, or used with permission by HOS BV ("Content"). As between you and HOS BV, HOS BV is the sole owner of all rights and title to the Content, including all copyrights, trademarks and other intellectual property rights. You may not download, copy or save any Content or any portion of it, for any purpose, except as set forth in these Terms or as otherwise approved for use by HOS BV. You may download and/or print a copy of the Content solely for your personal, non-commercial, informational use or records, provided that any logos, marks or other legends that appear on the Content remain and are not removed from your copy of the Content. Except as expressly permitted in these Terms, you may not modify, copy, publish, display, transmit, adapt or in any way exploit the Content without the prior written permission of HOS BV. HOS BV reserves the right to change any and all Content on this Site at any time without notice.

User Content

All information (other than personal information, which is governed by our Privacy Policy), including data, text, files, graphics and other materials that you transmit to the Site or otherwise supply to HOS BV is referred to as "User Content". By transmitting User Content on or through this Site, you agree that you are solely responsible for the transmission, accuracy,

completeness, ownership and publication of that User Content, and that HOS BV is not responsible for your transmission of the User Content. By transmitting User Content to HOS BV Controls or otherwise making User Content available on or through the Site, you grant HOS BV a royalty-free, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display that User Content, in whole or in part, and/or to incorporate it in other works in any form, media or technology, and you agree that any "moral rights" in that User Content has been waived. HOS BV does not monitor, review or edit User Content posted or made available on or through the Site. However, HOS BV reserves the right, in its sole discretion, to refuse, edit or remove any User Content, in whole or in part, which in HOS BV judgment does not comply with these Terms, is illegal, or is otherwise undesirable, inappropriate, or inaccurate. HOS BV is not responsible for any decision, lack of decision or delay in editing or removing User Content.

Conduct

You may not transmit in any way User Content on or through the Site that: (i) infringes any proprietary rights of any party or person; (ii) is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, deceptive, fraudulent, sexually graphic, hateful, or invasive of another's privacy; (iii) victimizes, harasses, degrades, or intimidates an individual or group on the basis of race, ethnicity, gender, religion, sexual orientation, age, or disability; (iv) contains unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," or any other form of solicitation; or (v) contains software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or contribute to any other similarly destructive activity. You also agree that you will not: (i) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (ii) forge or otherwise manipulate User Content in order to disguise the origin of any User Content; (iii) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements or policies of networks connected to the Site; (iv) infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Site; (v) collect or store information about the Users of the Site or the User Content posted by others on the Site or use such information for any purpose inconsistent with the purpose of the Site; or (vi) violate any applicable local, state, national or international law or regulation.

Linked Sites

HOS BV may provide links to third parties' websites or applications (Linked Sites). Linked Sites are not necessarily reviewed, controlled or examined by HOS BV. Each Linked Site may have its own terms of use and privacy policy, and the user must be familiar and comply with all such terms and policies when using a Linked Site. HOS BV is not responsible for the content, availability, policies or practices of any Linked Site, or any additional links contained therein. These links do not imply or constitute Johnson Controls' endorsement or sponsorship of the Linked Site or any company or service.

Privacy Policy

We encourage you to read our Privacy Policy, which is incorporated by reference into these Terms.

Disclaimer of Warranties

THIS SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HOS BV SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS OR USEFULNESS OF THE SITE AND THE CONTENT THEREIN; AND (ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WHILE HOS BV ATTEMPTS TO ASSURE YOUR ACCESS AND USE OF THE SITE IS SAFE, HOS BV CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THIS SITE, CONTENT, OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

IN NO EVENT WILL HOS BV, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUCCESSORS OR ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY (i) FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITE, EVEN IF JOHNSON CONTROLS OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF HOS BV, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATED TO THE USE OF THIS SITE EXCEED \$10.00 OR THE COMPENSATION YOU PAID HOS BV, WHICHEVER IS LESS.

Indemnification

By using the Site and/or any of its Contents, you agree that, to the extent permitted by law, you will defend, indemnify and hold Johnson Controls, its affiliates, officers, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, any violation of these Terms by You, or any User Content you transmit on or through the Site.

Copyright Infringement

If you believe that information or any other material has been used on the Site in a manner that constitutes copyright infringement, please contact us at info@hosbv.com

with the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- a description of where the material is located on the Site;
- your address, telephone number, and e-mail address;

- a statement of your good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Applicable Laws/Jurisdiction

We control and operate this Site from our offices in the EU. Persons who access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws. By using the Site, you agree and consent (i) that any claim or dispute with HOS BV or relating in any way to your use of the Site will be heard exclusively in state or courts located in the Netherlands.

These terms constitute the entire agreement between HOS BV and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of the agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the agreement, and the remainder of this agreement shall continue in full force and effect.

Changes to Terms

HOS BV may change these Terms from time to time in its sole discretion, without actual notice. Any change will appear on this page of the Site. You are encouraged to check for changes to these Terms regularly. By using the Site following any modifications to these Terms, you agree to be bound by any such modifications.

Information Collected

When you access the Site, our servers may collect the domain names, e-mail addresses, and first and last names of visitors. In addition, there are portions of the Site where you may be asked to provide personal information for a specific purpose, such as to provide you with products, services, or Site Content. The information collected from you may include your name, address, telephone, fax number, or e-mail address.

This site is not intended for persons under 13 years of age. We do not knowingly solicit or collect personal information from or about children, and we do not knowingly market our products or services to children.

Use of Collected Information

Information that we collect is used to measure and administer the number of users and viewer statistics, such as the number of viewers that visit the site, average time spent on the site, pages viewed, etc. We use this information to measure the use of our site and to improve the content of our site.

HOS BV will make commercially reasonable efforts to let you know at the time of collection how this information will be used. If you have contracted with HOS BV to receive services, the services agreement between yourself and HOS BV may include additional information on how your information is used by HOS BV to facilitate provision of the services.

Contacting Us

HOS BV welcomes your questions and suggestions about these terms and conditions. If you have any questions, please contact us info@hosbv.com

Revised: December 19, 2024

HOS BV

Chamber of Commerce Number: 37116244
Netherlands